

General Terms and Conditions of Use of the Wacker Neuson WebEDI Portal for Suppliers (Last Update: July 1st, 2018)

Article 1 - Scope of Application

1.1 Wacker Neuson SE ("Wacker Neuson") operates the Wacker Neuson procurement portal ("WebEDI"). With WebEDI, Wacker Neuson provides a web-based platform to support the electronic data interchange between Wacker Neuson and its affiliated companies pursuant to Art. 15 et seq. AktG [German Stock Corporation Act] ("Affiliated Companies") and their suppliers. WebEDI is only available to such companies which have a commercial relationship with Wacker Neuson or with Affiliated Companies and which have concluded an EDI framework agreement regarding the use of WebEDI with Wacker Neuson or an Affiliated Company ("Suppliers").

With WebEDI, Suppliers can administer electronic procurement processes and process the downstream commercial processes resulting from that. These processes, as well as exchanged documents, can be replaced by paper documents at any time in case WebEDI is not available.

These General Terms and Conditions of Use ("Terms and Conditions") govern the use of WebEDI by the Suppliers, but not the terms and conditions regarding the contracts concluded between Suppliers and Wacker Neuson or the Affiliated Companies via WebEDI. These contracts regarding products and services of the Supplier only enter into force between the Supplier and the particular buyer of the Wacker Neuson Group.

1.2 By registering on the WebEDI platform, the Supplier accepts the validity of the current version of these Terms and Conditions. Separate written agreements between the Supplier and Wacker Neuson or Affiliated Companies (in particular a framework agreement on the regulation of data interchange via EDI concluded, where applicable) take priority over these Terms and Conditions if different provisions are agreed therein.

1.3 WebEDI is not available for consumers. By registering, the Supplier confirms that it is acting in exercise of its commercial or self-employed activity or as a public contracting authority.

1.4 Wacker Neuson reserves the right to amend, restrict or extend WebEDI or the services offered on WebEDI itself at any time without prior notice in whole or in part, as well as to deny access at its own discretion. Wacker Neuson strives for WebEDI and the services offered to essentially be available without interruption and to ensure error-free transfer, but cannot assume any guarantee for this. In the case of an interruption or block noticed by Wacker Neuson, it shall inform the Supplier of this immediately.

Article 2 – Services, Costs

Use of the WebEDI services is free of charge for the Supplier. The Supplier accepts the service package selected by it in connection with WebEDI by confirming a corresponding button when first signing in to WebEDI.

Article 3 - Registration, Password

3.1 Access to and use of WebEDI is only possible for registered Suppliers in the interests of the security of business transactions. There is no claim to registration.

3.2 The Supplier is obligated to provide complete and true statements within the framework of the registration and to update these as necessary (online where provided, if not possible then via email to esupply@wackerneuson.com). In particular, the Supplier shall notify Wacker Neuson immediately if the right of representation of the employee authorised by the Supplier for access to WebEDI has been terminated. If the Supplier is registered as a Partner Administrator, the Supplier also has the possibility to keep corresponding information up to date in WebEDI unilaterally.

3.3 The Agreement on the use of WebEDI enters into force when the EDI Agreement is signed and the Supplier is released to use the platform. The Supplier shall be informed about the release by Wacker Neuson via email. At the same time, it shall receive an organisation identifier and password (hereinafter also: "Access Data"). When first signing in, the Supplier must change the password sent to it by Wacker Neuson to a password which is only known to it. Additional administrator rights shall be allocated by the administrators of the WebEDI Hotline.

3.4 The Supplier ensures that the Access Data is not made accessible to third parties and is liable for all orders and other activities undertaken under the Access Data. After each use, the password-protected area is to be left by logging off. Insofar as the Supplier obtains knowledge that third parties are using or have used the Access Data improperly, it is obligated to inform Wacker Neuson immediately in writing, where applicable in advance via email to esupply@wackerneuson.com.

3.5 Following receipt of a message pursuant to Section 3.4, Wacker Neuson shall block access to the password-protected area with this Access Data. It is only possible to lift the block following a separate application from the Supplier to Wacker Neuson or following re-registration.

3.6 The Supplier must ensure that it is possible to receive emails at the email address provided by it. It must ensure in particular the contact data provided by it are always up to date.

Article 4 - Rights of use to content, information and documentation

4.1 The WebEDI documentation provided on WebEDI are part of these Terms and Conditions and may only be used by the Supplier on this basis.

4.2 Wacker Neuson grants the Supplier a non-exclusive and non-transferable right to use the contents and documentation provided and transferred on WebEDI to the extent agreed. Unless otherwise agreed, use may exclusively be within the framework of the purpose pursued by Wacker Neuson regarding the provision and transfer of contents, and the purpose pursued by the Supplier regarding contract management and invoicing.

4.3 If software is transferred, this shall be provided free of charge in machine-readable form. There is no claim to issue the source code. Excluded from this are source codes for Open Source Software, provided that their license conditions have priority over these Terms and Conditions and stipulate the issue of the source code when the Open Source Software is transferred. In this case, Wacker Neuson shall provide the source code against compensation of the costs.

4.4 The Supplier may not distribute, lease out or in any other way transfer documentation to third parties. Unless stated otherwise by mandatory legal provisions, the Supplier may not change, regress or re-translate software or its documentation, nor may it split off separate parts.

4.5 The contents and the documentation are copyright protected. The Supplier shall observe these rights, and in particular it shall not remove alphanumeric identifiers, trademarks and copyright notices either from the information or from the software or from the documentation.

Article 5 - Intellectual Property

5.1 All information or data provided or transferred by Wacker Neuson on WebEDI are the property of Wacker Neuson, unless otherwise indicated. They are subject to copyright protection and other laws on the protection of intellectual property. With each use of WebEDI, the copyrights, rights relating to the use of a name and trademark rights as well as other property rights of Wacker Neuson and the Affiliated Companies must be observed. Brand names and other contents of WebEDI may not be amended, copied, reproduced, sold, used, supplemented or otherwise exploited without the prior written consent of Wacker Neuson.

5.2 The Supplier shall not be granted any other rights, regardless of what kind, outside of the rights of use or other rights explicitly granted herein, in particular to the company name and to the

industrial property rights, such as patents, samples of use or trademarks, nor does Wacker Neuson have a corresponding duty to issue such rights.

Article 6 - Supplier's Duties

6.1 The Supplier is prohibited from any improper use of WebEDI, in particular (i) behaving contrary to morality, (ii) infringing industrial property rights and copyrights or other property rights, (iii) transferring contents with viruses, so-called Trojan horses or other programming which could damage the software, (iv) entering, storing or sending hyperlinks or contents which it is not authorised to or which are illegal, (v) marketing or unsolicited emails ("spam") or distributing false warnings about viruses, failures and the like, or urging participation in competitions, snowball systems and comparable offers.

6.2 The Supplier is responsible for ensuring that the documents created or transferred using WebEDI comply with the applicable legal provisions. If the Supplier has any doubt about the legal conformity of the invoices generated using WebEDI, it shall inform Wacker Neuson immediately. If the non-conformity of the invoices is due to changed legal provisions and these are known to the Supplier, it shall also provide notice of this information pursuant to Section 7.1, provided this is reasonable.

6.3 The Supplier shall ensure properly functioning computer configurations and internet access (recommended: Microsoft Internet Explorer), which allow it to use the services offered of WebEDI, at its own costs. The version of Microsoft Internet Explorer required can be found on the WebEDI websites. Wacker Neuson points out that under certain circumstances it is not possible to use WebEDI optimally with other web browsers.

6.4 The Supplier grants Wacker Neuson a non-exclusive, free of charge, global right to use, reproduce, process, distribute, execute and display contents transferred from the Supplier to Wacker Neuson, e.g. address data and product data (hereinafter referred to as "Content"), in whole or in part, provided this is necessary, so that Wacker Neuson can satisfy its contractual obligations to the Supplier within the framework of its use of WebEDI. Wacker Neuson has the right to license or to transfer the aforementioned rights to sub-contractors to the extent necessary. The Supplier guarantees that it is authorised to grant Wacker Neuson the rights listed under this section.

6.5 The Supplier shall provide Wacker Neuson with all necessary data and information in good time so that Wacker Neuson can properly comply with its obligations from these Terms and Conditions and agreements concluded in connection therewith. For this purpose, the Supplier appoints a contact person who disposes of the information required and can make the decisions necessary to execute the contract.

6.6 Wacker Neuson assumes no responsibility for the Content transferred by the Supplier or the documents generated using WebEDI. There is no review of the content transferred by the Supplier to Wacker Neuson, e.g. checks of the invoice data. The Supplier indemnifies Wacker Neuson from all claims and demands of third parties, which third parties raise against Wacker Neuson in connection with the Content or the documents generated by the Supplier using WebEDI.

6.7 Wacker Neuson is authorised to block access to WebEDI at any time and to erase all materials and Content connected with the breach if the Supplier breaches its duties arising from these Terms and Conditions. The Supplier bears any expenses which Wacker Neuson incurs as a result of this. In this case, Wacker Neuson shall inform the Supplier about a block and all EDI messages transferred to the Supplier in the run-up to the block.

Article 7 - Support

7.1 Wacker Neuson offers general support for WebEDI services at the following email address: esupply@wackerneuson.com. Support inquiries shall be processed in both German and English.

7.2 The Supplier shall be provided with the WebEDI services until revocation by Wacker Neuson. A

revocation can concern all WebEDI services or part services. Besides that, Wacker Neuson is at liberty to restrict the availability of and/or permanently or temporarily suspend WebEDI services. Down times will be notified on the WebEDI log-in page in advance, if possible.

Article 8 - Liability

8.1 The information which Wacker Neuson provides on WebEDI shall be compiled diligently and constantly updated. However, Wacker Neuson assumes no liability for the information provided as well as for WebEDI services, in particular not for their correctness, accuracy and completeness. This exclusion of liability does not apply insofar as Wacker Neuson has mandatory liability pursuant to the "*Produkthaftungsgesetz*" [German law on product liability], due to intent or gross negligence, due to injury to life, body or health, on the basis of an assumption of a quality guarantee, due to fraudulent concealment of a defect or on the basis of a breach of material contract duties. The compensation for damages in the case of a breach of material duties is however limited to foreseeable damages typical to the contract, provided there is no intent or gross negligence by Wacker Neuson.

8.2 Wacker Neuson is not responsible for the Supplier's access to the Internet (cf. Section 6.3). Wacker Neuson therefore excludes any liability, if legally permissible, for disruptions in the execution of the services under this Contract if these are based on faulty or reduced availability of the Internet.

Article 9 - Viruses

Although Wacker Neuson always strives to keep WebEDI free from viruses, Wacker Neuson does not guarantee that the platform will be free from viruses. The Supplier shall ensure for its own protection as well as to prevent viruses on WebEDI that it has appropriate security precautions and virus scanners before downloading information, software and documentation. The Supplier shall take all measures to guarantee security and use a virus scanner to ensure that no viruses get to WebEDI.

Article 10 - Data protection

In order to make registration and access to WebEDI possible for the Supplier, it is necessary to store and process personal data. When capturing, using and processing personal data of the Supplier, Wacker Neuson observes the applicable provisions of data protection law, as well as the Wacker Neuson Privacy Statement, which can be viewed under <http://wackerneusongroup.com/en/privacy-statement>.

Article 11 - Court of Jurisdiction, Applicable Law, Use from Outside Germany

11.1 German law applies to the use of WebEDI as well as these Terms and Conditions to the exclusion of the UN CISG. The court of jurisdiction for all disputes arising from or in connection with these Terms and Conditions is Munich.

11.2 WebEDI is operated by companies domiciled in Germany which are responsible for it. Wacker Neuson assumes no responsibility that services of WebEDI may also be used or are available also outside of Germany. If the Supplier accesses WebEDI from outside of Germany, it is itself responsible for compliance with the relevant laws and requirements under the respective local law. Access to WebEDI and its use from countries in which this access or use is illegal is prohibited.

Article 12 – Amendment to the Terms and Conditions

12.1 Wacker Neuson is authorised to amend or to supplement these Terms and Conditions at any time. The Supplier shall be notified of amendments or supplements on the log-in page for WebEDI

and must be confirmed after they are acknowledged by the Supplier.

12.2 If the Supplier does not agree with the amendment or supplement, the Supplier is obligated to object to the contract amendment. Following the objection, the existing usage agreement is considered to be cancelled.

12.3 If the amendments or supplements are unavoidable for Wacker Neuson for mandatory legal reasons, the Supplier's right of objection no longer applies. Amendments and supplements which are carried out on the basis of mandatory legal reasons do not establish any claims for compensation for damages against Wacker Neuson

Article 13 - Term of the Agreement, Termination

13.1 Following release, the Supplier is authorised to use WebEDI for an indefinite period. This Agreement can be terminated at any time by either Party in text form (e.g. via email) observing a period of two months vis-a-vis the other Party.

13.2 The Parties agree that this Usage Agreement is to be considered repealed if either (1) the EDI Framework Agreement between Wacker Neuson or the Affiliated Company with the Supplier or (2) the business relationship between Wacker Neuson and all Affiliated Companies and the Supplier has been terminated, whichever occurs first.

13.3 The right to termination without notice for good cause remains unaffected. There is a right to extraordinary termination without notice in particular if the respective other Party, despite written reminders and the threat of a termination without notice from the terminating Party, repeatedly or continually breaches material contract duties, or a provisional insolvency administrator is appointed for the other Party, or insolvency proceedings are opened. Wacker Neuson is therefore also entitled to terminate without notice if the Supplier does not properly comply with the request to update or confirm its tasks.

Article 14 - Miscellaneous

14.1 Wacker Neuson has the right to update or to amend these Terms and Conditions at any time. Moreover, Wacker Neuson reserves the right to commission third parties with the performance of its services and in particular to transfer these Terms and Conditions with all rights and duties to an Affiliated Company.

14.2 Any ancillary agreements to these Terms and Conditions require the written form.

14.3 Insofar as a declaration is to be made "in writing" or "in the written form" pursuant to these Terms and Conditions, this declaration must be signed by the issuer or issuers authorised to ordinarily represent the respective Party in their own hand, and sent to the other Party as original. The written form described in Sentence 1 cannot be replaced by fax or the electronic form, except as provided in Section 13.1.

14.4 Should provisions of these Terms and Conditions be or become wholly or partly invalid or unenforceable, the validity of the remaining provisions shall not be affected by this. The invalid or unenforceable provision is to be replaced by an analogous valid provision which comes closest to the economic objective of the invalid or unenforceable provision.