

TERMS OF USE Customer Portal

1. Scope

Any use of this website hereinafter called "BENTELER Customer Portal" provided by BENTELER Steel/Tube GmbH ("BENTELER") and/or its affiliates is subject to these Terms of Use.

These Terms of Use constitute a binding agreement between any person or legal entity accessing or otherwise using this BENTELER Customer Portal ("the User") and BENTELER and are deemed accepted by the User each time the User uses or accesses the BENTELER Customer Portal. BENTELER may revise these Terms of Use at any time by posting an updated version to this website.

2. Content

This BENTELER Customer Portal does provide certain information on products, services and the BENTELER group, it may also provide User specific information for registered and logged-in Users, e.g. status of delivery for ordered products ("BENTELER Content"). The status of delivery for ordered products may be displayed with the help of provisional delivery schedules. However, no legal claim can be derived from the presentation of these provisional delivery schedules. For any sales or purchase offer or contract created through this BENTELER Customer Portal, additional terms and conditions may apply, e.g. the BENTELER General Sales Conditions, Special Terms for Online Contracts, and individual agreements. Such terms and conditions will be referenced in the course of the shopping process.

BENTELER authorizes the User, subject to these Terms of Use, to access and use the BENTELER Customer Portal and the BENTELER Content and to download and print copies of the content available on or from the BENTELER Customer Portal solely for internal and confidential use by itself or its affiliated companies and any third parties acting on behalf of the User, provided they act in accordance with these Terms of Use and the secrecy obligation of this clause. The use of the BENTELER Content is limited for the purpose of evaluating, initiating and processing of a customer relationship with BENTELER. Any illegal use, e.g. for anti-competitive purposes, is prohibited.

The contents of the BENTELER Sites, including but not limited to logos, information, text, designs, graphics, images, button icons, software, codes and other BENTELER Content, are protected by copyright, trademark and other laws. The BENTELER Content may not be changed, copied, reproduced, distributed, published, sold, rented, otherwise used in any other way without BENTELER's prior written permission. The written form shall also be deemed to be met by transmission via facsimile or email.

The User shall treat the BENTELER Content confidential, especially all User specific BENTELER Content within the restricted area of the BENTELER Customer Portal. Unauthorized use, duplication, publication or distribution to third parties is strictly prohibited.

Except for the rights of use and other rights expressly granted herein, no other rights are granted to the User nor shall any obligation be implied requiring the grant of further rights. Any and all patent rights and licenses are expressly excluded. The User shall be liable for any violation of these Terms of Use, especially any unauthorized use of the BENTELER Content.

3. Registration, Password

Only registered Users may access the restricted area of the BENTELER Customer Portal via password-identification. BENTELER is entitled, at any time without obligation to give reasons, to deny the User the right to access the restricted areas of the BENTELER Customer Portal by blocking the User.

Possible reasons may be, inter alia, if the User

- intentionally enters incorrect information concerning its identity during the process of registration;
- violates these Terms of Use;
- breaches its obligation to confidentiality;

- neglects its duty of care with regard to User account and password;
- violates any applicable laws by accessing or using the BENTELER Customer Portal; or
- did not use the BENTELER Site for a longer period.

For registration the User shall only enter correct information and, where such information changes over time, update such information without undue delay. The User shall ensure especially that the supplied e-mail address and any other contact details are up-to-date, so that the User can be contacted by BENTELER anytime.

Upon registration the User will be provided with a password (unknown to BENTELER), which in connection with the email address facilitates access to the Customer Portal. On first access the User shall change the password received by BENTELER into a password known only to the User and change it regularly.

The User warrants and shall ensure with utmost care that its ID and password is not accessible by any third parties. The User is liable for all transactions and other activities carried out under its User account and/or with the use of its password.

4. Responsibility of the User

The User will use the Customer Portal in accordance with these Terms of Use only.

All information supplied by the User to our Customer Portal shall be true, accurate, current and complete.

The User is responsible for maintaining the confidentiality of the User account and password. The User must not share the password with any third party, temporarily or permanently, and is responsible for all uses of registrations and passwords, whether or not authorized by the User. The User agrees to immediately notify BENTELER of any unauthorized use of the account or password.

The User is obliged to delete (or transfer) his account in case his employment relationship with the Customer company has ended. Access to the Customer Portal is granted on the basis of an email address per valid login. BENTELER will not perform regular eligibility checks for the portal. The Customer company indemnifies BENTELER from all damages regarding the misuse of a former employee.

BENTELER is, at its sole discretion, entitled to exclude Users from accessing to the BENTELER Customer Portal, if the User violates these Terms of Use.

The User agrees to defend, indemnify, and hold BENTELER, its affiliates, their respective officers, directors, employees and agents harmless from and against any claims, actions and demands, including without limitation reasonable legal and accounting fees, alleging or resulting from the use of any BENTELER Content or breach of these Terms. BENTELER shall provide notice to the User promptly of such claim, suit, or proceeding.

5. Data Privacy

For collection, use and processing of personally identifiable data of the User of the BENTELER Site, BENTELER shall comply with applicable laws on data privacy protection and the BENTELER Site Data Protection Privacy Policy, which is available on the BENTELER customer portal site and may be updated from time to time.

6. Disclaimer

To the fullest extent possible by law, BENTELER does not warrant that this BENTELER Customer Portal or any other BENTELER site or any BENTELER service will operate error-free or that they are free of computer viruses or other harmful mechanisms. If the use of this BENTELER Customer Portal or any other BENTELER site or BENTELER Content results in the need for servicing or replacing equipment or data or any other costs, BENTELER shall not responsible for those costs. The BENTELER sites and BENTELER Content are provided on an "as is" basis without any warranties of any kind. BENTELER, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement. BENTELER makes no warranties about the accuracy,

reliability, completeness, or timeliness of the BENTELER content, services, software, text, graphics and links.

To the fullest extent possible by law, in no event shall BENTELER, its affiliated companies, employees, suppliers, or any third parties mentioned on any BENTELER site be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use or inability to use any BENTELER site and the BENTELER Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not BENTELER is advised of the possibility of such damages.

7. Jurisdiction

These Terms of Use and all disputes relating to or in connection with these Terms of Use or their subject matter shall be governed by the laws of the Federal Republic of Germany, excluding its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded. Paderborn, Germany, shall be exclusive place of jurisdiction for all such disputes.

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