

HHLA Supplier Portal

General Terms and Conditions

1 PREFACE

Purchasing and procurement in the purchasing sector are managed and coordinated on behalf of "Hamburger Hafen und Logistik Aktiengesellschaft" (subsequently referred to as "HHLA") and its associated companies in the Purchasing Department. By introducing a supplier portal, HHLA is providing its service providers and suppliers (subsequently referred to as "suppliers") with a tool that gives them the option to apply to HHLA to be accepted in the supplier pool and to independently manage the relevant master data for the registration and qualification process.

The portal is available at <https://vendorportal.hhla.de/login>. Use of the portal is permitted under the subsequently described conditions that the supplier accepts by using the supplier portal.

2 REGISTRATION AND QUALIFICATION

- 2.1 Relevant company information must be provided in order to be accredited as a supplier at HHLA. The first registration step is to enter the address and contact information via the aforementioned link. In doing so, the supplier must ensure that the information provided is accurate and complete. Once registration has been completed, the supplier will receive the access data to the HHLA portal. The supplier must ensure that unauthorised third parties do not become aware of their access data. Access is granted once the initial password has been changed.
- 2.2 In order to complete the self-declaration, the supplier is provided with qualification questionnaires that contain information of interest to HHLA. In doing so, the supplier must also ensure that the information provided here is accurate and complete. HHLA will use this self-declaration to decide whether the supplier will be accepted into the supplier pool. The more detail provided in the questionnaire, the better the decision regarding suitability. The supplier has no entitlement in terms of being accepted in the supplier pool.
- 2.3 Once the self-declaration has been received, HHLA reserves the right to ask the suppliers further questions that could be of interest for HHLA in terms of acceptance into the supplier pool.
- 2.4 Using the portal access data, the supplier is always in a position to view and amend the filed master data (not the qualification answers). In doing so, the supplier is obliged to immediately provide notification of changes to answers that they have supplied and to respectively update the data saved in the supplier portal. This also applies to the updating of temporary certifications that the supplier stated.

3 DATA PROTECTION

3.1 Use of Supplier Data

- 3.1.1 The applicable data protection and data security laws, the General Data Protection Regulation (GDPR), the Federal Data Protection Act and all other relevant legislative requirements are observed during the collection, use and processing of personal supplier data.
- 3.1.2 By accepting these terms of use, the supplier consents to HHLA saving and utilising the stated data within the framework of the supplier portal and for the operation of the supplier portal. HHLA may use or process the information provided by the supplier within the context of purchasing activities and for purchasing activities. HHLA may also compare this data with the data provided by other suppliers.

3.2 Supplier Portal Data

- 3.2.1 When using the HHLA supplier portal, the supplier must observe all of the industrial property rights of HHLA and third parties, especially copyright laws, name rights and brand rights.
- 3.2.2 The supplier may only use the supplier portal or the data contained therein to initiate business with HHLA. Utilisation that goes beyond this purpose or any other type of misuse of the HHLA supplier portal (particularly the forwarding of data stored therein or provision of information to third parties) is not permitted. In particular, the supplier may not attempt to access data concerning other suppliers that is saved on the database.

3.3 Modification and Editing of Supplier Data

- 3.3.1 HHLA reserves the right to cease operation of the supplier portal at any time. Furthermore, HHLA has the right to change and edit suppliers or individual supplier data at any time without providing a reason. Furthermore, HHLA has the right to block access to the supplier portal.
- 3.3.2 As a supplier, you may demand in writing that your data contained in the supplier portal database is deleted at any time and without providing a reason. This data will be promptly deleted providing that no ongoing contractual relationship prevents this. You have a right of access to, and a right to rectify the data concerning you. Please get in touch with the following contact partner for such instances: Susanne Andressen, e-mail: andressen-s@hhla.de. Any request or question relating to the protection of personal data can be sent to our data protection officer, e-mail: datenschutz@hhla.de or to the responsible data protection authorities.

4 AVAILABILITY AND LIABILITY

- 4.1 HHLA is committed to ensuring that the information contained in this supplier portal is reliable and accurate. However, the information is not binding and changes may be made at any time. HHLA is not liable for the accuracy of the information or the functionality of the supplier portal.
- 4.2 Furthermore, HHLA is only liable provided that it is responsible for gross negligence, malice or the violation of a significant major obligation, irrespective of the legal basis. In the event of a simple negligent violation of major obligations, liability is limited to damages and expenses amounting to the foreseeable, typically occurring damage. The aforementioned limitation of liability shall not apply if the HHLA is mandatorily liable for injury to life, body or health or for other reasons.

5 MODIFICATIONS TO THE GENERAL TERMS AND CONDITIONS

- 5.1 HHLA reserves the right to make modifications to the General Terms and Conditions at any time. Any changes will be suitably highlighted.
- 5.2 Registered suppliers may reject this modification within a period of two weeks after publication of the changes in the event that the modification violates supplier rights. The modified terms of use shall fully enter into force once this period has elapsed. Provided that the supplier promptly files their objection, their information will be deleted in accordance with Section 2.3.2 and their access to the supplier portal will be blocked.

6 FINAL CLAUSES

- 6.1 If a clause of these General Conditions of Use is/becomes ineffective or unenforceable, this will not influence the validity of the remaining Conditions of Use. An ineffective/unenforceable clause shall be replaced by a new clause that comes closest to the meaning and economic purpose of the original clause. This also applies for the filling of potentially present loopholes.
- 6.2 These Conditions of Use shall be governed by German Law under exclusion of the standards contained in the International Private Law and the UN Sales Law.
- 6.3 The exclusive place of jurisdiction for potential disputes arising in connection with these Conditions of Use is, where legally admissible, Hamburg.