

## Contract for the Integration and Utilisation of the Mercateo Procurement Platform (User Contract)

between

Mercateo Nederland B.V., Gelissendomein 8-10 6229 GJ Maastricht, The Netherlands

- Mercateo -

and

{{Cmpy\_es\_:tooltip(Kunde)}  
{{Field1\_es\_:tooltip(Adresse)}}}}

– Customer or Company, hereinafter referred to as *Customer* –

Mercateo and the Customer are hereinafter jointly referred to as ‘Parties’ and individually as a ‘Party’.

### Preamble

The aim of this collaboration between the Parties is to optimise the Customer’s procurement of C-parts using the procurement platform provided by Mercateo. Mercateo’s business model combines an extensive range of products with electronic procurement (e-procurement) functions.

### 1 Subject of the User Contract

**1.1** The User Contract governs the provision and use of the customer-specific Mercateo procurement platform [www.mercateo.nl](http://www.mercateo.nl) in the Contractual Territory Netherlands.

**1.2** The Customer is granted technical access to the Mercateo procurement platform and authorised to use it to order goods and services offered by Mercateo as well as to conclude corresponding purchase contracts.

**1.3** Mercateo’s scope of services as well as their technical design and content possible arise from the respective attached and/or separately agreed Service Description of the module selected by the Customer.

**1.4** All previous contracts including any non-disclosure agreements between the Parties are replaced by this User Contract.

### 2 Application of Mercateo’s General Terms and Conditions (GTC) and Privacy Policy

The contractual relationship between Mercateo and the Client shall be governed by both the General Terms and Conditions of the Mercateo procurement platform (hereinafter ‘Mercateo’s GTC’) and the Privacy Policy of Mercateo as amended. Mercateo’s GTC and the Privacy Policy can be viewed on the Mercateo-website [www.mercateo.nl](http://www.mercateo.nl).

### 3 Prices

The fees charged for services offered by Mercateo are contained in the current price list. All prices are quoted exclusive of value added tax at the rate applicable at the time when services covered by this contract are performed.

### 4 Client-specific amendments

Pursuant to Section 1.2 of Mercateo's GTC, the Parties agree on the following individually negotiated amendments in addition to or in derogation from Mercateo's GTC:

In derogation from Section 8.3 of Mercateo's GTC, payments are due in full within 14 days of invoicing.

### 5 Entering the User Contract | Transfer of the User Contract

Only affiliated companies of the Customer that are also located at the contract territory ('Customer's Affiliates') are entitled to enter the User Contract. The Customer is solely responsible for ensuring that the Customer's Affiliates observe the agreements between the Parties and accept them with respect to Mercateo. The Customer shall be liable for the non-inclusion by the Customer's Affiliates of the agreements concluded between the Parties and agrees to indemnify Mercateo against all claims from the Customer's Affiliates arising as a result of such non-inclusion.

### 6 Confidential information

**6.1** 'Confidential Information' refers to all information and documents of the other Party and/or its respective Affiliated Company which are marked as confidential or which are to be regarded as confidential for reasons of circumstance, particularly information about operational processes, business relations and know-how.

**6.2** The Parties agree not to disclose any Confidential Information. This non-disclosure agreement shall also apply beyond the duration of the User Contract to Confidential Information obtained during collaboration.

**6.3** This obligation shall not apply to Confidential Information ...

**6.3.1** which one Party was demonstrably already aware of when concluding the User Contract with the other Party or which subsequently becomes known from a third party without any breach of a non-disclosure agreement, statutory regulations or official orders;

**6.3.2** which was in the public domain when the User Contract was concluded or is subsequently publicly disclosed, insofar as this is not due to a breach of the User Contract;

**6.3.3** which is disclosed to Affiliated Companies, employees or authorised representatives of the other Party, provided they require this information for the execution of the User Contract. The recipients of the information disclosed in this way shall be obliged to maintain confidentiality to the same extent;

**6.3.4** which is required to be disclosed by law or by order of a court of law or public authority. To the extent permitted and practicable, the Party required to disclose such information shall notify the other Party in advance and give it an opportunity to take action to prevent such disclosure;

**6.3.5** which is reported to the appropriate authorities by employees of the disclosing Party in fulfilment or exercise of the rights contained in compliance guidelines and/or statutory regulations.

## 7 Collaboration; customer references

The Parties plan active, long-term collaboration. Mercateo may only include the Customer in testimonials and use the Customer's logo and success stories in publications and public appearances (e.g. trade shows or road shows) with the Customer's express consent.

## 8 Applicable law

This User Contract shall be governed by the law applicable at the Contractual Territory to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

## 9 Duration and termination

**9.1** This User Contract will enter into force upon signature. It may be terminated by the Parties, in writing or electronically, with three months' notice from the end of the month.

**9.2** The Parties may terminate the Service Description(s) agreed at any time, in writing or electronically, with three months' notice from the end of the month. Termination of the agreed Service Description(s) will not affect the validity of the User Contract.

**9.3** Termination for good cause remains unaffected.

## 10 Contract terms | Ranking order of contract terms

The order of precedence of contract terms is based on the sequence set out below. In the event of any conflict or inconsistency, the rules and regulations shall take precedence in accordance with the following order of documents, where 1 takes precedence over 2 and so on.

1. Item-related data of the individual order
2. User Contract
3. Annexes to the User Contract
4. Mercateo's GTC

## 11 Annexes

The following annexes are an integral part of the agreement between the Parties:

1. Description of Services, Module Mercateo Connect, module Mercateo Exclusive Catalogue, module Mercateo View
2. Price list

Signed on behalf of  
{{Cmpy\_es\_:tooltip(Kunde)}}}}

Date: {{Dte\_es\_:signer2:date}}  
Signature: {{Sig\_es\_:signer2:signature}}  
Position: {{\*Ttl\_es\_:signer2:title}}  
Email: {{Em\_es\_:signer2:email}}

Signed on behalf of  
Mercateo Nederland B.V.

Date: {{Dte\_es\_:signer1:date}}  
Signature:{{Sig\_es\_:signer1:signature}}  
Position: {{\*Ttl\_es\_:signer1:title}}  
Email: {{Em\_es\_:signer1:email}}

Signed on behalf of  
{{Cmpy\_es\_:tooltip(Customer)}}}}

Date: {{Dte\_es\_:signer3:date}}  
Signature: {{Sig\_es\_:signer3:signature}}  
Position: {{\*Ttl\_es\_:signer3:title}}  
Email: {{Em\_es\_:signer3:email}}