

Conditions of use for the STIHL SupplierPortal

ANDREAS STIHL AG & Co. KG

STIHL would like to exchange information with the user or its organisation for the purpose of a mutual business relationship – existing or future – with STIHL or a company affiliated with STIHL (hereinafter jointly referred to as: “STIHL”) via a STIHL SupplierPortal (hereinafter referred to as: “Service”). The parties herewith agree upon the following conditions for the use of this Service by the user.

1.

By sending the access data STIHL offers the user the use of the Service exclusively subject to these conditions. The user accepts their exclusive validity by using the Service.

2.

The Service may exclusively be used for purposes of the business relationship with STIHL. Any use for other purposes is explicitly forbidden. Further prohibited is each use for unlawful, racist, defamatory or other offensive purposes or purposes which are harmful for STIHL.

3.

The user receives a user name as well as a password (hereinafter: "User Data") exclusively for his own use. The forwarding of User Data to third parties within or outside of the user's organisation is prohibited. The user shall store the User Data to the extent that it is not possible for third parties to gain knowledge thereof. The user shall in particular not leave any written or otherwise perceivable copies of the User Data at his workplace so that they can be viewed by third parties. The user shall exclusively store electronic copies of the User Data at locations which are secured against the access by third parties.

4.

If the user gains knowledge of the fact that a third party could have gained knowledge of his User Data then he shall:

- suspend the use of the Service without undue delay and
- inform STIHL without undue delay of the fact that knowledge has been gained. The information shall in any case contain all circumstances of the possible gaining of knowledge by third parties and the designation of the assigned contents which could be covered by the knowledge which was gained.

5.

The user is aware that the information which is made available through the Service can contain business secrets of STIHL as well as of its affiliated companies and business partners. In any case a possible existing non-disclosure agreement between STIHL and the organisation of the user is to be complied with when handling the information. It is explicitly pointed out to the user that the forwarding of business secrets to unauthorized persons can constitute a criminal offence.

The user assures that it will only make such information about his organisation or third parties available to STIHL, to the disclosure of which he is authorized. The user further assures that he shall act within the limits of his authorities at all times when using the Service. User confirms that he will not transmit company secrets.

6.

The user is not entitled to the use or a certain availability of the service. STIHL can revoke the provision of the Service at all times and suspend the Service.

7.

User's claims for damages arising from or in connection with using the Service and that are based on the loss of data or the notice of data by unauthorized third parties are excluded. This exclusion shall not apply if the damage is caused by gross negligence or wilful misconduct of STIHL or its agents or if the damage is caused by the violation of an obligation that is essential for the fulfilment the contract or if the damage is based on harm for body or life.

8.

The following provisions inform the user about the collection, processing and use of his personal data in connection with the use of the service. Responsible for data collection, data processing and data use is the company ANDREAS STIHL AG & Co KG, Badstrasse 115, 71336 Waiblingen, Germany.

The user hereby consents to the collection, processing and use of personal data by STIHL in compliance with the relevant laws and in accordance with the current terms of use.

Personal data is all information about an identifiable or identified natural person. This includes, for example, name, address, telephone number, e-mail address and other data the user provides to the company STIHL for the purpose of registering and using the service.

STIHL observes the applicable data protection regulations, the GDPR, when collecting, using and processing personal data. The legal basis for data processing is the user's consent and the fulfilment of the existing usage relationship with the user for the service – according to art. 6, para. 1, comma 1 lit. a) and b) of the GDPR (General Data Protection Regulation, in German "DSGVO").

When creating the user's account for the service, the data entered by the user is stored.

Further data will be stored during use:

- Login time
- Duration of the login
- IP address and
- Which fields the user has changed and when

The transferred files are stored for the period of one year.

The personal data of the user are transmitted within the STIHL Group for the use of an existing business relationship or for the decision to establish such a relationship. The data are further stored, processed and used to identify the user in other systems. The legal basis for the processing and forwarding of personal data is art. 6, para. 1, comma 1 lit. a) and b) of the GDPR (General Data Protection Regulation).

In addition, the user's personal data is transmitted to external parties outside the STIHL Group. These service providers are carefully selected and meet high data protection and data security standards. In addition, they are bound to strict confidentiality and only process data on behalf of and in accordance with STIHL's instructions. The legal basis for the integration of these service providers is article 28 GDPR (General Data Protection Regulation).

Except in the cases explained in the present data protection declaration, STIHL will only pass on data to third parties without your express consent if STIHL is obliged to do so by law or on the basis of an official or court order.

Personal data of the user will be deleted if the user relationship is terminated through the use of the service or if the user requests the deletion or if the data are no longer required for the purpose for which they were collected and processed in the beginning. The data will not be deleted if and to the extent that STIHL has legal storage obligations or if the proper handling of the user relationship requires further storage of the user's data. In the latter cases, the data will be blocked (by applying the so-called restriction of processing).

In the event of deletion, the data will no longer be available to the user for further or renewed use of the respective service.



As a person affected by the data processing, rights are available to the user. Users have a right to information about their personal data processed by STIHL and, if the relevant legal requirements are met, they also have a right to correction, deletion and restriction of processing. Users also have the right to receive the personal data they provide in a structured, common and machine-readable format. This includes the right to transfer this data to another competent person. If technically possible, users can also request STIHL to transmit the personal data directly to the other competent person.

Users can contact STIHL's data protection officer to exercise the above rights and in the event of questions or complaints regarding the use of personal data:

ANDREAS STIHL AG & Co. KG
DATA PROTECTION OFFICER
Badstrasse 115
71336 Waiblingen
E-mail: datenschutz@stihl.de

In addition, users have the right to complain to the authority responsible for the company STIHL.
