

Terms of Use for the Candidate Portal

§ 1 - Performance of the services

The website of Sartorius AG (hereinafter "Sartorius") allows visitors to view information on job opportunities offered by the Sartorius Group and job seekers to use the Sartorius Candidate Portal to apply for a job.

The Sartorius Candidate Portal enables users to find information about job opportunities, e.g. in the area of temporary or permanent positions in full or part time, as well as offers to take up an apprenticeship, internship or trainee position and to apply online after registration (hereinafter referred to as the "Candidate Portal").

These Terms of Use govern your and our rights and obligations in connection with the use of the Candidate Portal. Access is provided by Sartorius Corporate Administration GmbH, Otto-Brenner-Straße 20, 37079 Goettingen, Germany (hereinafter "Sartorius"). By registering in accordance with § 3 hereof, these Terms of Use shall become an integral part of the User Agreement.

The following terms of use apply to the use of the Candidate Portal:

§ 2 - Use of the Candidate Portal

- (1) Any natural or legal person is entitled to use the Sartorius website and its Candidate Portal.
- (2) The use of the Candidate Portal is free of charge.
- (3) The use of the Candidate Portal in order to apply for a job opportunity requires prior registration as a user.
- (4) Sartorius reserves the right to modify, amend, remove, or discontinue the data and information provided on Website and in the Candidate Portal in whole or in part at any time and without notice. Sartorius is not obliged to maintain any particular job opportunity.
- (5) Sartorius expressly disclaims any warranty for the continuous and complete availability of the Sartorius Website and the Candidate Portal, which may be impaired, including without limitations, by disruptions to the server, public communication networks, power supply or other circumstances beyond Sartorius's control. Sartorius also reserves the right to temporarily restrict the use of the Candidate Portal due to maintenance work and further developments, insofar as these are necessary for proper or improved operation.
- (6) Furthermore, Sartorius hereby expressly disclaims any warranty that the information and content provided on the Website and Candidate Portal is complete, accurate and in any case up-to-date. Sartorius uses its best efforts to keep the information (such as job opportunities) up-to-date and free of errors.

§ 3 - Registration as a user of the Sartorius Candidate Portal / creation of an account

(1) Registration and use of an account shall only be permissible after the user has read these Terms of Use and agreed to them. The user accepts the Terms of Use by checking the electronic box provided for this purpose when registering on the Candidate Portal.

(2) In order to gain access to the protected area of our Candidate Portal, login details in the form of a user name and password are mandatory. The user may not pass its login details on to third parties or makes it in any other form accessible to third parties. The user must keep the password safe and secret.

(3) For their own protection against unauthorized use of their own user account, each user should

- choose a password that is difficult to guess and secure
- keep his chosen password secret from other persons and
- not use their login details (user name and password) on other portals.

Note: Sartorius will never request user names and/or passwords by e-mail or on third-party websites.

(4) If the user learns or suspects that the password chosen has become known to third parties, the user is obliged to change the password immediately.

§ 4 Obligations of the user

(1) The user warrants that the information provided in the Candidate Portal regarding its personal data and qualifications is true, accurate and complete. If the user's data should change, the user is obliged to update such data immediately. The user shall ensure that the e-mail address provided in the Candidate Portal is always valid during its the use of the Candidate Portal.

(2) When providing a photo, document or other information, content or items affected by rights of third parties, the user warrants that it has the necessary rights to do so, such as the necessary rights of use to use a photo (including without limitations in accordance with the German Art Copyright Act or any similar copyright law). The user warrants that uploaded data doesn't infringes any personal rights, intellectual property rights, and proprietary or third party rights.

(3) The user represents and warrants that it is a genuine interested party or job applicant and that it is not using the website or the Candidate Portal for any other purpose. The user ensures that its use complies with these Terms of Use. The User may not use the Sartorius Website and Candidate Portal, or any part thereof:

- to engage in any activity that is or may be directly or indirectly unlawful, harmful, threatening, harassing, disingenuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or racially, sexually, ethnically or otherwise offensive;
- to engage in activities that infringe or may infringe the rights of third parties;
- to possibly transmit to third parties content to which the user has no rights, to not intentionally enter into the system irrelevant, misleading or false information;
- to intentionally perform activities that deliberately cause system malfunctions.

Furthermore, the user undertakes to refrain from,

- impersonate any other person or legal entity;
- to intentionally provide false information in the online application submitted through the Candidate Portal;
- place or transmit content, data or information containing viruses, worms, Trojan horses or erroneous data;
- defraud or forge, disrupt, "hack" the system, or decrypt passwords.

In case of intentional/conscious violation, Sartorius reserves the right to take appropriate legal action and exclude the user from further use of the Candidate Portal.

(4) The user is responsible for all transactions and other activities carried out through its account. If and to the extent that the user becomes aware that third parties are misusing the user's data, the user is obliged to inform Sartorius immediately in writing or, if necessary, by e-mail (recruiting@Sartorius.com). After receiving such notification, Sartorius will block access to the user's account on the Candidate Portal. Such User's account will be deactivated immediately and the user can only use the Candidate Portal again once registered new.

§ 5 Liability

(1) If the user violates its obligations pursuant to § 3 (2) and § 4, the user is obliged to reimburse Sartorius for the expenses incurred and to indemnify and hold Sartorius harmless from claims for damages, costs and reimbursement of expenses by third parties caused by such violation. This also applies if the damage is caused by others, insofar as this is attributable to the user. The damages to be compensated shall also include, including but without limitations, the reasonable costs of a legal defense incurred by Sartorius, if applicable. All further rights and claims for damages by Sartorius remain unaffected.

(2) Sartorius is liable to the user under these Term of Use regardless of the legal grounds only (i) in case one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently; (ii) in the event of any culpable breach of a material contractual duty, i.e. a contractual obligation which is of fundamental importance and its fulfillment is prerequisite to enabling this contract to be duly performed and, for this reason, the user rightly expects said Sartorius duties to be performed. In the event of a slightly negligent breach, Sartorius shall not be liable for losses not typically associated with this type of contract and that are thus scarcely foreseeable. Notwithstanding the foregoing, this provision does not limit Sartorius's liability for death or bodily injury caused by its negligence, nor any liability which may not be excluded or limited by statutory law.

§ 6 Amendment of these Terms of Use

Sartorius reserves the right to amend these Terms of Use at any time without stating reasons, unless this is unreasonable for the user. Sartorius will notify the user of any changes to the Terms of Use in a timely manner. If the user does not object to the application of the new Terms of Use within six (6) weeks of notification, the amended Terms of Use shall be deemed accepted by the user. Sartorius will inform the user in the notification of its right to object and the significance of the objection period.

§ 7 Suspension and Termination of Use

(1) The user may delete its account in the Candidate Portal at any time. In such a case, Sartorius will remove the user's personal data and data that allow Sartorius to identify the user personally. By deleting the account, the user's right to use the Candidate Portal ceases.

(2) If the User violates these Terms of Use, its authorization to use the Candidate Portal automatically ceases. At Sartorius's sole discretion, Sartorius may also suspend the user's access to its account. In addition, Sartorius may, at its sole discretion, terminate the user's permission to use the Candidate Portal at any time, even without violating these Terms of Use. Your data will be erased completely.

§ 8 Governing Law

These Terms of Use shall be governed by, and construed and enforced in accordance with the substantive laws of the Federal Republic of Germany without regard to its principles of conflicts of laws or the United Nations Convention on the International Sale of Goods. If the user is located in the European Union or UK and is not a consumer, both parties hereby consent to the exclusive jurisdiction of the courts of Goettingen, Germany. In case the user is located outside the European Union and the United Kingdom and is no consumer, all dispute, controversy or claim arising out of or relating to this Agreement or its validity shall be finally settled according to the ICC Rules of Conciliation and Arbitration without recourse to the ordinary courts of law (except as regards interlocutory relief).