

## **Order@Covestro**

### **User agreement and terms and conditions of use**

INFORMATION CONCERNING YOUR AND YOUR COMPANY'S RIGHTS AND OBLIGATIONS;  
APPLICABLE LIMITATIONS AND EXCLUSIONS?

This document represents, in particular, an offer by Covestro AG to conclude a legally binding agreement with you. You will be deemed to have concluded that agreement on your own and your company's behalf if you access non-public areas of Order@Covestro. By doing so, you consent in particular to the collection, processing and use of personal data by Covestro AG, its subsidiaries and affiliates to the extent described in the General Terms and Conditions of Use.

YOU ARE ADVISED TO PRINT OUT A COPY OF THIS LEGALLY BINDING  
AGREEMENT FOR YOUR OWN RECORDS.

CONCLUSION OF THIS AGREEMENT AND ACCESS TO ORDER@COVESTRO REQUIRE  
THAT YOU FULLY ACCEPT AND ASSENT TO THE TERMS AND CONDITIONS  
CONTAINED HEREIN AS AN AUTHORIZED AGENT OF YOUR COMPANY? IF YOU  
ARE NOT AUTHORIZED TO ASSENT TO ALL OF THE TERMS OF THIS AGREEMENT  
OR TO CONCLUDE A LEGALLY BINDING AGREEMENT ON BEHALF OF YOUR  
COMPANY, YOU MAY NOT MAKE ANY FURTHER ATTEMPT TO ACCESS  
ORDER@COVESTRO.

Legal Document Order@Covestro ; Version Europe-2.2-English

Imprint

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# Terms and Conditions of Use

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## Third Party Sites

This website may provide links or references to other sites, but COVESTRO accepts no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from the use of that content, irrespective of the manner of such use. Any links to other sites are provided merely as a convenience to the users of this website.

## Information Provided By You

The user of the website is responsible in full for the content and accuracy of all information that he sends to COVESTRO and for ensuring that the rights of third parties are not infringed. The user of the website consents to the storage by COVESTRO of the information he/she provides and to its use by COVESTRO throughout the COVESTRO Group for statistical analyses or for other business purposes mentioned in these General Terms and Conditions of Use.

**International Users**

COVESTRO does not warrant that the information presented on this website is appropriate for all locations, especially with regard to the locally marketed package types, designs and sizes and/or the terms on which products or services are available. Products discussed herein may be supplied in different containers and/or package sizes and/or with different marking or labelling in different countries.

**Access Authorization**

You are obligated to guard against the unauthorized use of your access authorization by third parties and to ensure that it is not used by other persons without your permission. You must notify COVESTRO immediately if you have knowledge of any violation of the security of any information on the COVESTRO website or of unauthorized use of its access data or if you have reason to suspect that such a violation could occur.

**Gatekeeper and Designated Users**

At least one "Gatekeeper" could be appointed to serve as liaison between the customer and COVESTRO. A Gatekeeper is a person duly authorized by the customer to act on behalf of the customer in all matters related to Order@Covestro. The appointment of the first Gatekeeper and any subsequent change of Gatekeeper shall be notified in writing by the customer to COVESTRO and shall be effective as of the end of the business day following COVESTRO's receipt of such notification. The customer shall be solely responsible for ensuring that the Gatekeeper has a sufficient understanding of the subject-matter and significance of the agreements. The Gatekeeper designates the individuals who shall have the right to access the website on behalf of the customer ("Designated Employees") by adding new user profiles via the administration/user roles function. The customer bears sole responsibility for ensuring (i) that its Designated Employees do not disclose their unique User Identifications to any other individuals; (ii) that its Designated Employees understand the need to keep their respective User Identifications secret and confidential and take appropriate measures to that end; and (iii) that the customer's computer network and individual workstations are physically and electronically secure and have not been configured to allow User Identities to be "remembered" and automatically entered when the website is accessed. The customer shall be responsible for ensuring that each Designated Employee uses the web site in compliance with this agreement?

**Privacy Policy**

The personal data transmitted to COVESTRO in relation to the order are stored electronically and used by us to handle the order and for internal administration purposes. They are also used to determine the number and type of visitors to our website, to analyze the performance of our website and customers' requirements and as information for our internal marketing. No other use is made of the personal data. The database and its contents remain with our company and our provider. The personal data will not be made available to third parties in any form by us or by persons acting on our behalf, unless you have consented to this or we are directed to do so by the authorities. By using the online order system, you also at the same time consent to COVESTRO's storing the personal data in the manner described above. You may withdraw your consent to the use of the personal data at any time.

**Cookies**

COVESTRO uses cookies for its online order system. Cookies are small packages of information stored in the customer's browser. They contain the data needed for the order system to operate. Your browser makes the cookies available only to the COVESTRO server. You can delete the cookies from your browser at any time.

**Security**

To ensure security in the transmission of customer data to the server, COVESTRO uses the Secure Socket Layer (SSL) Protocol. Customer data is only transmitted on the Internet in encrypted form. This is to prevent third parties from gaining access to customer data.

**Conclusion of Contract**

COVESTRO's General Terms and Conditions of Business and the Terms and Conditions of Sale and Delivery apply to all contracts with COVESTRO, even if the ordering party refers to his/her own terms and conditions of business in the order. Furthermore our service standard for our Polyurethane business and Polycarbonates in Europe will be applied. When you place an order, you consent at the same time to all other terms and conditions of COVESTRO that are shown on the website. If an order is placed using the form made available by COVESTRO on the website, this is deemed to be an offer to COVESTRO to conclude a contract. The contract only becomes effective upon written confirmation of the order by COVESTRO. If the details on the order confirmation differ from those given by the customer in the order, these must be corrected in writing immediately. Otherwise the contract will become effective under the conditions given in the order confirmation.

**Applicable Law and Place of Jurisdiction**

The Hague Conventions Relating to a Uniform Law on the International Sale of Goods of July 1, 1964 and the U.N. Sales Convention of April 11, 1980 shall not apply. The plaintiff may select any place of jurisdiction that is permissible under European Union law.