

# **Additional Terms and Conditions for the use of the Supplier Contact-Us-Button**

April 2019

Additionally to the applicable Terms of Use on the Siemens Healthineers Website - available under <https://www.siemens-healthineers.com/terms-of-use> - the following terms and conditions ("Terms and Conditions") apply when using the Supplier Contact-Us-Button ("Supplier Contact-Us-Button"):

1. The Supplier Contact-Us-Button gives manufacturers and suppliers ("User") the opportunity to get in contact with Siemens Healthineers regarding innovations and/or improvements of User's products, processes and services ("Improvements and Innovations").
2. Siemens Healthineers is not bound to confidentiality of any information that is forwarded by the User via the Supplier Contact-Us-Button. The User acknowledges and agrees not to forward confidential or proprietary information including but not limited to its own intellectual property or that of third parties via the Supplier Contact-Us-Button.
3. The Supplier Contact-Us-Button serves the sole purpose of a first contact with regard to Improvements and Innovations. It shall neither be used for the exchange of information under existing contracts between the User and Siemens Healthineers nor for addressing any complaints with regard to Siemens Healthineer's products. All contractual topics must be addressed to the respective contractual contact person. Any and all complaint-related topics must only be addressed to the respective local service organization of Siemens Healthineers.

4. The User agrees that neither the use of the Supplier Contact-Us-Button nor the provision of the Supplier Contact-Us-Button itself constitutes a legally binding statement.
5. The User recognizes that other persons may have provided Siemens Healthineers, or made public, or may in the future submit, or make public, information that is the same or similar to User's information forwarded to Siemens Healthineers via the Supplier Contact-Us-Button or that Siemens Healthineers may develop, already has developed or will develop the same or similar Improvements and Inventions in future. The User acknowledges that Siemens Healthineers' use of such information, Improvements and Inventions does not constitute an infringement of its rights and that any claims in this regard may not be asserted.
6. The User shall ensure not to transmit any information containing viruses, trojan horses, or other programs that may damage software or hardware.
7. If provisions of these Terms and Conditions conflict with the applicable Terms of Use on the Siemens Healthineers Website, these additional Terms and Conditions shall have precedence if not explicitly stated otherwise herein.