

Terms and Conditions

Terms and Conditions for EDI Integration Services (TCE 1.1)

§1 General information

(1) SupplyOn AG (hereinafter referred to as "SupplyOn") offers services in its Online Shop and Platform on the Internet (<https://www.SupplyOn.com>) exclusively for business partners.

(2) Definition of Terms

- a. "Contractual Partner" refers to the party ordering the services described hereinafter from SupplyOn.
- b. "Your Customer" refers to any business partner to whom the Contractual Partner offers products or services and wishes to exchange business data.

(3) This order (the "Order") defines the applicable provisions for the technical integration into the AirSupply, SCM or Problem Solver Machine-to-Machine (M2M) solution with Your Customer using AirSupply, SCM or Problem Solver. Therefore, a valid SupplyOn AirSupply, SCM or Problem Solver Connect to Your Customer is a prerequisite for EDI data exchange.

(4) Your Customer who is using SupplyOn usually has one Enterprise Application Integration (EAI) interface to AirSupply, SCM or Problem Solver.

(5) SupplyOn is only responsible for the availability of SupplyOn systems and not for the availability of systems, resources and test data of the Contractual Partner or Your Customer.

(6) In addition to technical knowledge, the initial implementation of EDI message formats requires process-, subject-, country- and/or industry-specific knowledge of the respective document types and partner relations (buyer, supplier and business relation due to products), which SupplyOn will not always be able to completely cover. This consulting support is generally not included in the scope of service and is therefore only offered according to availability.

(7) With the order, the Contractual Partner agrees to the communication of the integration progress or status to Your Customer mentioned.

§2 Service specific terms

(1) Message Type Invoice

- a. For eInvoicing, the following Terms and Conditions apply: <http://www.supplyon.com/en/info-portal/usage-options?sid=9>
- b. A separate connection may be necessary for the Global Invoice process; however, such separate (i.e. additional) connection is free of charge.

(2) Format Guidelines

- a. Documentation and message type versions are subject to change.
- b. The technical integration and data exchange depends on the selected protocols and is based on the current version

- SupplyOn EDIFACT Guidelines
- SupplyOn UBL XML Guide (invoice process only)
- Implementation Guide AirSupply BoostAero XML including Format Guideline BoostAero XML V2.10
- Implementation Guide AirSupply CSV including Interface Guideline AirSupply CSV
- SupplyOn Problem Solver: Interface Description for Suppliers
- SupplyOn parameter sheet (for SCM AS2 / OFTP2, for AirSupply AS2 only, for Problem Solver AS2 / HTTPS)

§3 Order Confirmation

The acceptance or conclusion of an order shall be effected upon service fulfillment or the issuing of an invoice or by any other type of order acceptance.

§4 Fulfillment and Delivery

(1) The service request (order) contains predefined basic services (activities) per product, including a limited service time allocation.

(2) Services beyond ordered efforts (see total included service time) have to be ordered separately.

(3) The option to call up ordered services ends at the latest two weeks after service activation on productive landscape or automatically 9 months from order date.

(4) Unless otherwise agreed in writing, SupplyOn shall provide services at the premises of SupplyOn or its service providers. Results and information is exchanged via e-mail or phone or provided online system.

§5 Invoice and Payment conditions

(1) If SupplyOn accepts the order, the total sum is invoiced after delivery of service(s), latest nine months after order acceptance. Payment is due within 30 days.

(2) Interim invoices will be issued with partial go-live(s) as well as at the end of each calendar year.

(3) All mentioned prices are net prices and will be invoiced plus VAT (where applicable).

(4) If SupplyOn is unable to complete the Service for reasons other than SupplyOn's fault, 100% of the one-time fees shall be charged, provided the Service has been started.

§6 Obligations of the Contractual Partner

(1) Depending on selected scope, the Contractual Partner requires the following experts to setup an EDI data exchange

- a. Primary contact to manage EDI integration
- b. Technically qualified contact person for AS2/OFTP2 connection, message mapping, ERP modifications and business process expert.

(2) AS2 or OFTP2 connection with SupplyOn, message mapping, ERP modifications on Contractual Partner side based on SupplyOn Connectivity and Interface Guidelines

(3) Implementation of business rule sets based on your customer requirements

(4) The Contractual Partner has its own EAI system or is using a 3rd party provider to establish connection with SupplyOn.

(5) The error analyses occur either via support by EDI Consultants or via error notification e-mails (so called Status Notifications).

(6) The Contractual Partner has to define one recipient for error notifications (one e-mail address) and downtime communication (together with used EDI Partner, e.g. in case of interoperability).

(7) The Contractual Partner contact person is committed to complete the technical integration as fast as possible, but at the latest within nine months.

(8) SupplyOn has no impact on data content and data quality of messages between Your Customer and the Contractual Partner. The expected content and level of data quality has to be agreed upon (upfront) between the Contractual Partner and Your Customer.

(9) The Contractual Partner has to agree the provision of test data and test use cases with Your Customer.

§7 Service time and scope included

(1) The included service time and scope is defined per product variation in the Online Shop.

§8 Out of scope for SupplyOn

(1) is the creation/update of routing master data (Networklink). It lies within the responsibility of Your Customer and must be available before initiating the usage of EDI data exchange in the productive landscape. A Networklink must include information on the allowed message format (logical file name) for customer plant, supplier plant and supplier number relation.

(2) are process trainings or online trainings in person

(3) is any support or modification to the internal systems, such as Enterprise Resource Planning (ERP) or EAI on the Contractual Partner's side

(4) SupplyOn does not provide EAI systems