

TERMS AND CONDITIONS FOR ENTRIES INTO THE ONLINE PORTAL OF SWARCO AG ("SWARCO")

I. **Scope.**

These terms and conditions apply to all entries made via SWARCO's online portal accessible via

<https://www.swarco.com/solutions/advanced-industry-systems/joiningrow/submission-form-joiningrow>

Through this online portal, companies may upload documents, information, ideas or other materials relating to the development of potential new products or applications, or the further development of existing products or applications or the like with the objective of joint product and process development and thus make available these documents for the entire SWARCO group of companies¹. If personal data is part of the input, we may refer to our [Privacy Policy](#).

II. **Non-confidential entry.**

The input via the online portal is voluntary. SWARCO is not obliged to keep this information confidential. If applicable, a separate confidentiality agreement must be concluded between SWARCO and the submitting company.

III. **Property rights.**

To the extent that the information contained in the input is subject to industrial property rights (patents, trademarks, etc.), SWARCO will, of course, acknowledge and observe such property rights accordingly. SWARCO does not obtain any rights to these industrial property rights by entering the information.

IV. **No legal claim.**

The submitting company has no legal claim against SWARCO for a reply or any other further processing of the submission. There is also no legal claim to a possible return or deletion of the submitted information.

V. **Free from third party rights.**

The submitting company guarantees that it is authorised to pass on the information entered into the online portal and that this information is free of third party property rights. In this context, SWARCO shall be indemnified and held harmless from any potential claims of third parties.

VI. **Governing Law.**

Any disputes arising from the entry into SWARCO's online portal shall be exclusively governed by Austrian law, without giving effect to conflict of law principles. All disputes arising out of or in connection with the online portal shall be finally settled under the exclusive jurisdiction of the competent court in Innsbruck, Austria.

¹ The SWARCO Group comprises SWARCO AG and all companies affiliated with it according to § 189a Z 8 UGB (Austrian Corporate Code). These are all companies which SWARCO AG controls directly or indirectly in accordance with § 244 UGB (as for example due to a majority of the voting rights of the respective company or due to the right to exercise a controlling influence on this company).