

# Linde Engineering eAuction Policy

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## Preamble

LINDE intends to receive offers electronically from potential VENDORS over the eAuction Procurement Portal "PORTUM". The VENDORS agree to participate against the background of the following:

## 1 Invitation and registration

- 1.1 Prior to any eAuction event, LINDE invites all selected VENDORS through a system generated mail from the eAuction provider PORTUM to take part in such an eAuction. In addition, LINDE will send an official invitation letter prior to the Event to all invited vendors to inform about the eAuction set-up
- 1.2 In the invitation to the Event, the LINDE procurement organization shall give notice of the applicable purchasing conditions (e.g. commercial protocol, etc.) relating to the specific Event under which specific equipment, services or performances are to be supplied. Such conditions shall regulate the specifications required by the LINDE buying organization concerning goods and services, place of delivery, delivery date as well as the legal general conditions under which the goods and services are to be provided.
- 1.3 The VENDOR shall notify LINDE as to its participation in the Event by the deadline set in the invitation. The VENDOR shall specify the person who will participate in the Event in the name, on behalf and with the authority of the VENDOR.

## 2 Authorization for participation

- 2.1 The VENDOR is duly authorized to participate in the e Auction Event if it has, before the Event, received the valid Log-In details, successfully completed the software check, participated in the training and if it has the sufficient technical resources to participate in the online bidding process (i.e. Soft- & Hardware).
- 2.2 LINDE determines which VENDOR will be invited to an Event.
- 2.3 During the use of the eAuction Tool the VENDOR may not:
  - provide incorrect information during registration
  - abuse the eAuction Tool (e.g. providing an offer under a false name)
  - violate industrial property or copyrights or any other proprietary rights
  - transfer contents containing viruses, so called "Trojan horses" or other programs which could damage software

LINDE reserves the right to block the access authorization of users who have or are suspect of having violated these obligations.

## 3 Awarding decision

The VENDOR who is sole lead when the eAuction closes will be recommended as contractor. The awarding decision from LINDE is depending from the usual internal approval process. VENDORS will be informed about the awarding decision only after the internal approval is finalized.

## 4 Duties of involved Parties

- 4.1 Due to the nature of the Internet, the transmission time and quality of the data depend on the load on the Internet. With the current available technology it is not possible to develop and run 100% error-free software and hardware and to exclude all the uncertainties related to the Internet medium. Electronic or mechanical defects cannot be excluded (e.g. power failure, server failure, failure of telephone lines or computer systems). If one of the parties detects a disturbance of the communication system or has the justified presumption of such an error, the party shall inform the other party immediately.
- 4.2 The VENDOR is self-dependend in checking his profile data and for giving complete and true data necessary for the registration (e.g. contact details).
- 4.3 The VENDOR agrees to bear its costs occurring in connection with the eAuction, e. g. costs of communication, working hours, etc.

## 5 Corporate Responsibility / Compliance

The VENDOR shall comply with the requirements of the 'Code of Conduct for Suppliers of the Linde Group' which may be found at [www.linde.com/supplier-CoC](http://www.linde.com/supplier-CoC).