

Terms and Conditions of Use for CAD data of the Hoffmann Group

operated by Hoffmann Engineering Services GmbH, Haberlandstraße 55, 81241 Munich (Licensor)

1.

The data provided to the user of the Hoffmann Group constitutes a data collection in the meaning of Article 87a of the German Copyright Act (Urhebergesetz) which is not generally known and available either as a whole or with regard to its component parts. Only persons with access authorisation are given access to this database. The database therefore provides the benefit to the user of being able to access the information contained in the database via an access authorisation

2.

The user is granted the right to access the database via an online access. In this context access means that the user is able, via an access code issued for it, to access data relating to tools which it has either obtained from the Hoffmann Group or are stored on a server of the Hoffmann Group in various formats which can be read by way of online access. There is no right to use source programmes. The user has the right to download the data released for its access via data transmission to a computer set up at its location and to use that data in the processing programmes used by it (e.g. CAD, CAM etc.).

Without prior written consent of the Licensor the user does not have the right (for example) to enable third parties to access the database, enable access to the database from a floating operation which has not been approved by the Licensor in advance in writing or implement measures aimed at circumventing the database's access authorisation system.

The licence is granted as a non-exclusive, non-transferable licence. The user does not have the right to grant sublicences.

In terms of subject matter the licence is limited to use in CAD, CAM and tool management systems at the user. If the trademark of the Hoffmann Group is affixed to information which the user can download, the user is not permitted to remove that trademark from the individual documents. It may additionally affix to the individual documents its own trademarks and/or other markings referring to its business.

3.

Before further use thereof in its company the user must check data which it downloads from the Hoffmann Group as to whether that data corresponds to the tools used by it. The Hoffmann Group explicitly does not provide any guarantee, assurance or other warranty for any lack of correspondence of data downloaded by the user to tools used by it. The use of the data is thus a free-of-charge aid made available to the user and not an additional description of the quality/characteristics of the tools delivered to the user. In any event, the user must check old tools in its possession for correspondence with the data/drawings.

The Hoffmann Group shall only be liable for any material/legal defects if it has fraudulently concealed them.

4.

The user shall only use the information and data downloaded by it for the purpose provided for in the contract, i.e. in particular it may only use them as the basis for the use of the tools in the machines used by it and with the software used by it. In particular, it undertakes to refrain from any measures aimed at:

- altering, editing or duplicating the data and/or surrendering it to third parties and/or making it available to third parties,
- using the data as the starting point for its own tool development.

5.

The user undertakes to treat confidentially all information of which it gains knowledge, particularly with regard to the structure of the database and with regard to the individual tools, insofar as that information is legally protected or contains company or business secrets or is explicitly designated confidential, including after the end of the contract, unless that information is publicly known without any breach of the non-disclosure obligation. The user shall safekeep and secure the information downloaded by it and its information concerning the database system such that any access by third parties is excluded. The user shall only permit its employees to access the database and access the information downloaded from the database. It shall obligate its employees to keep that information confidential. The Licensor shall process the data of the user which is necessary for the performance of the transaction in compliance with all data protection regulations.

6.

The requested CAD data shall be made available for downloading on the user's computer.

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7.

The Licensor shall be liable without limitation in accordance with the provisions of law for loss of life or injury to the body or health due to a negligent or intentional breach of obligation by itself or its statutory representatives or vicarious agents, as well as for losses covered by the liability under the German Product Liability Act (Produkthaftungsgesetz). We shall also be liable in accordance with the provisions of law for losses which are not encompassed by sentence 1 that result from intentional or grossly negligent breaches of contract or fraud/fraudulent deceit. However, in this case our liability for compensation for losses due to gross negligence shall be limited to the foreseeable damage which typically occurs. To the extent to which a guarantee has been provided we shall also be liable on the basis of and in the scope of that guarantee.

Indirect losses and consequential losses shall only be eligible for compensation if such losses are typically to be expected when the CAD data is used for its intended purpose.

Any more far-reaching liability is excluded, irrespective of the legal status of the claim asserted. The user must accept a defence of contributory negligence invoked against it.

8.

The laws of the Federal Republic of Germany apply. The UN Convention on Contracts for the International Sale of Goods is excluded. The place of performance and place of jurisdiction for all disputes stemming from or related to this contract is Munich.

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