

## **Terms of Use**

### **1. Applicability**

The use of the mbk Maschinenbau GmbH website (hereinafter: „mbk“) and/or one of the websites of mbk's subsidiaries (hereinafter: „mbk websites“) is permissible exclusively on the basis of these conditions. Logging in or, if a log-in is not required, the actual use of the site, confirms acceptance of the relevant version of the conditions of use.

### **2. Customer portal registration**

In the interest of the safety of commercial traffic, these pages can only be accessed by registered users. The customer portal is a service that is provided free of charge. mbk provide, in the customer area, important information with regards to mbk products and service range. There is no entitlement to registration with mbk.

mbk are entitled at any time to revoke the access authorisation by blocking the acquisition data without any reasons being given, particularly if the user has made false statements about the registration, violated these conditions or their due diligence while handling their access data, have committed an infringement of applicable right when accessing or using the mbk website or when not using the mbk website for a longer time.

The user applies for access to the customer portal. For registration. the user shall give accurate information and, where such information changes over time, shall inform mbk thereof without undue delay. mbk will then provide the user with the login data.

### **3. The user's rights and obligations**

All software and information made available by mbk for download from this web site a single, non-exclusive and non-transferable licence is granted, or in the event of no such agreement to the extent of the purpose intended by mbk in making same available.

The user shall insure that the information, software, documents as well as user data are not made accessible to third parties. The user is not permitted to use or exploit the information, software, documentation and user and customer data in whole or in part by sale to third parties, rent, lease, loan or any other means for commercial or trade purposes. The user is liable for all orders placed and activities carried out while logged in under his/her user name. If the user becomes aware that third parties are misusing the user data, he is obliged to inform mbk in writing without delay. The user can demand that his registration be deleted at any time. In such event, mbk will remove all user data and other stored personally identifiable data of the user.

mbk may at any time block access to the mbk website, especially if the user violates his obligations under these conditions.

When using the mbk website, the user must not:

- inflict any harm to of persons, especially minors, or infringe their personal rights;
- infringe industrial property rights and copyright or other ownership rights;
- pass on content with viruses or other programming that could damage the software;
- transgress standards of public decency;
- enter, save or transmit hyperlinks or content without authority, in particular if such hyperlinks or content infringe secrecy obligations or are unlawful;
- distribute advertising or unsolicited e-mails (known as spam) or false alerts about viruses, malfunctions and similar or invite people to take part in competitions, snowball schemes, chain letters, pyramid schemes and similar promotions.

#### **4. Intellectual Property**

All text, pictures, graphics, sound-, video- and animation data is subject to copyright. All rights for objects created and published by mbk are reserved. The user will respect these rights. Die §§ 69a of the German Copyright Act remains unaffected. The complete or partial reproduction, distribution, transfer, modification or other use of this website (electronically or by other means) for public or commercial purposes without prior consent from mbk is prohibited. This applies in particular to trademarks, brand names, type labels, company logos and emblems of mbk and affiliate companies.

Besides the explicitly granted rights in these Terms and Conditions of Use or other rights explicitly granted mbk does not grant any further rights to the user, especially on the firm name and on intellectual property rights such as patents, design or trademarks. mbk are not under any obligation to grant such rights.

#### **5. References and links**

The mbk websites contain references (links) to other pages on the Internet. mbk declare hereby explicitly that those linked webpages did not contain illegal content at the time the link was placed. mbk have no control over current or future designs, contents or authorship of the connected/linked pages. mbk accept no responsibility is taken for the content, correctness, completeness or quality of the information provided on other sites and hereby distances itself expressly from the contents of all sites that have been modified after the link was placed. This declaration applies to all links from any mbk website to external sites and their content.

#### **6. Website content / liability**

mbk supplies certain information and services on their website. mbk reserves the right to alter, supplement or delete parts of the pages or the entire offer without prior separate notice, and, alternatively, to put a temporary or final stop to the publication.

mbk cannot guarantee that the mbk website will always be available without interruption. Users are therefore recommended to use suitable protection devices and use a virus scanner before downloading software, documentation and information.

Insofar as data, software or documentation are supplied free of charge on the mbk websites, liability for defects of quality and defects of title is excluded, in particular for their correctness, freedom from error, freedom from third-party industrial property rights and copyrights, completeness, and/or usability, except in the event of wilful intent or malice.

The information on the mbk website and on the customer portal in particular, may contain specific or general descriptions of the technical possibilities of products, which need not necessarily apply in particular cases. All information and particularly offers on the customer portal are subject to change and non-binding. The required performance characteristics of the products should therefore be agreed for the individual case during the purchasing process.

Any other liability of mbk is excluded, as far as there is no mandatory liability e.g. due to product liability law, due to intention, gross negligence, due to infringement of life, body or health, due to grant of a guarantee of condition, due to fraudulent concealment of a deficiency or due to infringement of substantial contractual obligations. Compensation for damages due to the violation of key contractual obligations shall be limited, however, to typical contractual, foreseeable damages, to the extent that there is no instance of intention or gross negligence. The provisions under clause 6 does not impose a change to the onus of proof to the disadvantage of the user.

## **7. Export regulations**

Depending on the use or final destination, the surrender of particular information and/or services may be subject to authorization on the basis of relevant regulations of the EU, EU member states or the USA. By accessing the website, you guarantee to observe the export regulations. The access to information and services provided on the mbk websites is may only take place if the user ensures to adhere to the export regulations. mbk may otherwise refuse access to the mbk websites and their content.

## **8. Final Provisions**

Changes and additions must be made in writing. If parts or individual verbalisations of this text do not, no longer or do not completely correspond to the current legal position, the remaining parts of the document remain unaffected by this in their content and validity. The place of jurisdiction shall be Ulm, if the user is a merchant in terms of the German Commercial Code (Handelsgesetzbuch). German law applies to the exclusion of the UN trade law.

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