

CONDITIONS FOR USE AND DOWNLOADING
JOHANNES HÜBNER FABRIK ELEKTRISCHER MASCHINEN GMBH

Preamble: Please study the below Conditions for Use and Downloading prior to using the World Wide Web sites operated by Johannes Hübner Fabrik elektrischer Maschinen GmbH (hereinafter referred to as Hübner GmbH). The below conditions describe the prerequisites for using the Websites operated by Hübner GmbH.

Compliance with these conditions is mandatory for using the Websites.

Please note that we are entitled to change these Conditions for Use and Downloading at any time without prior notification and that the latest version shall apply at all times. We consequently recommend that users always study our Conditions for Use prior to accessing our Websites.

Please do not hesitate to contact us in case of any queries.

§ 1 [Acceptance of Conditions for Use and Downloading by the user]

1. You have studied and understood the latest version of the Conditions for Use and Downloading of Hübner GmbH and fully agree with these.
2. Where hereinafter reference is only made to Conditions for Use or Conditions for Downloading or simply to Conditions, this is done exclusively for linguistic simplification of explanations and understanding purposes and refers at all times to all Conditions for Use and Downloading without limitation.
3. The terms Websites, Internet sites or World Wide Web sites (WWW sites) always include, without restriction and, in particular, all pages, content, data and software as well as all options for use and downloading.
4. You agree to only use the Websites of Hübner GmbH in accordance with the applicable statutory regulations and these Conditions for Use and Downloading.
5. If at some point in time, you do not agree with the Conditions for Use, you may no longer use our Websites. If you have used our WWW sites prior to this point in time, you shall be bound by our conditions.
6. Hübner GmbH hereby expressly rejects any conditions produced by you that extend or contradict any Conditions for Use published in this document and such conditions shall therefore be invalid.
7. In case of individual regulations being incomplete, the stipulations should be interpreted in such a way that the interests of Hübner GmbH that can be objectively expected are taken into consideration.

§ 2 [Changes to the Conditions for use]

1. The most current version of the Conditions for Use and Downloading shall apply at all times.
2. Hübner GmbH shall be entitled to change these Conditions for Use and Downloading at any time without prior notification.

3. We shall not be obliged to point out or highlight in any way any changes to the Conditions for Use and Downloading. In particular, also no notification obligations or transition periods shall apply.
4. Hübner GmbH shall, in particular, reserve the right to introduce a login at any time and without prior notification, granting subsequent access only to password holders.

§ 3 [Intellectual property]

1. The contents of the World Wide Web sites of Hübner GmbH are legally protected. All not expressly granted rights are reserved.
2. Under no circumstances may the Internet sites and information contained therein, be used in a country, not offering any protective rights comparable to those provided by German legislation. In particular, neither software nor other contents may be downloaded in such countries.
3. Use of the WWW sites in a non-German speaking country or region shall only be permitted where the Conditions for Use and Downloading have been understood and accepted by the respective user or client.
4. We would like to point out that all products, processes, research results and technologies described on these Websites may be subject to copyright or industrial property rights owned by Hübner GmbH and that the Conditions for Use do not constitute the granting of a licence to these rights. This includes, in particular, but not exclusively any type of information, spoken information, reported experience, sounds, scientific or technical descriptions, such as drawings, sketches or tables, images, photographs of works halls or plants, video sequences and computer programs.
5. Where the contents of the Websites provided by Hübner GmbH are subject to third-party copyrights or industrial property rights, Hübner GmbH has used all due diligence to ensure that it is entitled to publish the information. You shall hereby agree to observe and comply with all third-party protective rights.

§ 4 [Right of use]

1. Hübner GmbH allows you to use its WWW sites free of charge and without obligation, provided it is for personal use. You are allowed to download, save, display and print pages, provided that the document is purely used for information and not for commercial purposes and that, where the information is used, express reference is made to Hübner GmbH.
2. The Conditions for Use entitle you to install, save and use the software and WWW sites of Hübner GmbH on a single computer. A backup copy may be made, provided it is not installed or used on another computer.
3. Any information contained in press releases and other documentation marked as public information may be used, provided reference is made to the source of the information.

§ 5 [Limitations of use, obligations of user]

1. No use, exceeding these conditions, shall be permitted. In particular, copying, further publication, forwarding, public presentation, processing, modifying, alienating, linking, translating or whole or partial transfer in any format, shall not be permitted unless prior permission has been obtained from Hübner GmbH.
2. The contents of our World Wide Web sites may neither be used for illegal purposes nor in any other manner infringing the statutory regulations or our Conditions for Use.
3. The information contained on the Websites may not be put to commercial use.
4. Use of the Websites and the provided information and software for improving the quality of the software, data or information shall be prohibited without prior consent from Hübner GmbH.
5. You hereby declare that you will refrain from using the obtained information in any way that would compete with the business activities of Hübner GmbH and, commercially or in any other way, with natural or legal persons associated with the company. The information constitutes valuable intellectual property of Hübner GmbH or of the aforementioned persons.
6. Any mentioned company or product names may, in particular, refer to registered trademarks or brands. Unauthorised use of these names may result in claims for restraint or damages.
7. You hereby agree to preserve all rights of Hübner GmbH or of any associated persons and to comply with any subsequently specified limitation of use upon notification, as far as this is possible.
8. You hereby declare that you will inform Hübner GmbH where any infringement of the Condition for Use or statutory regulations by third parties becomes known to you.
9. Copying or reproducing software and any information above and beyond § 4 is expressly prohibited.
10. Any use exceeding the permitted scope of application and use requires the express prior written permission from Hübner GmbH.

§ 6 [Guarantee, limitation and waiver of liability]

1. Hübner GmbH provides no express or implied guarantee, irrespective of what type, for its Websites. In particular, no guarantee is provided for the completeness, reliability and correctness of the presented information and views, such as marketability, state of the art, availability, accuracy, suitability for a certain purpose or the infringement of third-party protective rights.
2. Hübner GmbH thoroughly checks all information provided on its WWW sites and downloadable data and software for viruses. We do, however, urge you to check all data and software once again, using the latest anti-virus software.
3. Hübner GmbH offers no guarantee for its WWW sites, data and software being free from faults, computer viruses, worms or so-called Trojan horses. We do not accept any responsibility for damage caused by such or other destructive elements.
4. We do not accept any guarantee for the compatibility of the downloaded software and data with your computer system, network, peripheral devices or others or with

software that is already installed or will be installed in future. In particular, we do not offer any guarantee for fault-free or complete downloads, against system crashes or interruptions, any loss or non-availability of data, downtime or lost earnings. This also applies, where we have provided system, software or other recommendations. We also point out that in addition to the Conditions for Use, there may be further conditions or agreements integrated or included in the downloaded software, which may have to be fully accepted prior to using the software.

5. Hübner GmbH does not guarantee in any way that the Websites will function without crashing or faults. We are, in particular, not responsible for achieving certain results, deficiencies in title, lack of usage options, interruptions or availability or any lost earnings, direct or indirect, accidental or special or consequential damage.
6. The supplied information may contain, technical, descriptive or other inaccuracies or faults. Changes are only carried out at irregular intervals that are not predetermined and are integrated in the Websites. This also applies, where Hübner GmbH has been informed of potential faults or problems.
7. Generally, the Internet sites of Hübner GmbH are available 24 hours a day. This shall, however, not represent an entitlement for use or accessibility of our Websites. The Websites operated by Hübner GmbH may, in particular, be preliminarily inaccessible due to maintenance work. This shall not entitle the user to any claims.
8. Hübner GmbH reserves the right to process, change, block or delete any information and advice contained on the Websites without prior notification.

§ 7 [Release from liability]

1. You hereby agree to release Hübner GmbH, its employees, representatives, business partners and other third parties from any third-party claims arising from the unauthorised use of these WWW sites, information and data contained therein, downloaded software or that arise in any other context related to such unauthorised use.
2. You hereby agree to pay for any damage, costs and expenses of any type arising from your unauthorised use.

§ 8 [Liability of Hübner GmbH]

In case of intentional or grossly negligent conduct of an agent, employee or a vicarious agent of Hübner GmbH, no liability limitations shall apply. In case of consequential damage, in particular loss of earnings, liability in case of intentional or grossly negligent conduct is limited to the typical foreseeable damage.

§ 9 [Confidentiality, conveyance and further use of information]

1. The Internet is not a secure system. It can, in particular, not be guaranteed that any information, commercial or personal data transmitted to or by us, is protected against third-party access.

2. You hereby agree to us using your personal, economic or other data in accordance with data-protection and other statutory regulations. You may refuse the use of data.
3. Hübner GmbH shall only use the provided information or data within its area of operation. No information or data will be passed on to third parties for advertising purposes. We will only store your data for as long as necessary and for as long as data-protection regulations permit. The data will then be deleted.
4. In case of communicating with Hübner GmbH via e-mail or the World Wide Web, you declare that you are fully authorised to transmit the material, that the material contains no illegal content and is free from third party rights, that the material has been thoroughly checked for, in particular, infected, blocking and destructive viruses and that the material has been cleaned from any detected viruses prior to dispatch.
5. In case of data or information transmitted without a specified purpose, you agree to the free and unlimited, commercial and non-commercial use and publication of the used material by Hübner GmbH and, in particular, to the publication, copying, forwarding, change and destruction of such data or information.
6. Hübner GmbH shall in no way be obliged to react to unsolicited e-mails or other forms of contact and shall, in particular, not be obliged to keep, return or send, process, forward or publish such received information.

§ 10 [Software licenses]

Downloaded software is, apart from these Conditions for Use, also subject to respective licence agreements. These are enclosed with or contained in the software. You must agree to the respective conditions prior to using the software.

§ 11 [Links]

1. The Websites of Hübner GmbH may contain links to third-party Websites. By activating certain links, you may leave the Websites of Hübner GmbH. Prior to using these sites, you must read and agree to the Conditions for Use of these sites.
2. Hübner GmbH only provides these links for additional user friendliness. The provision of links to third-party Websites does not mean that we approve of their contents or recommend the sites. Hübner GmbH has not checked the contents of other operators, has no control over these sites, does not adopt the contents and does not accept any responsibility for the contents or products, services or other matters offered on these sites. The provision of a link to other operators of Websites neither constitutes an express nor an implied relationship between the operators.
3. Hübner GmbH reserves the unlimited right to decide at any time and without prior notification, whether to place or remove links and, in particular, whether to incorporate, place them at a different location or in another random sequence or to block or delete them temporarily or permanently.
4. We do not accept any liability for the activation, accessibility, currency or faultlessness of links.

§ 12 [Applicable law, jurisdiction]

1. The Conditions for Use of Johannes Hübner Fabrik elektrischer Maschinen GmbH are subject to German law. Foreign or international law shall not apply. This also applies where pages are accessed and used and information or software is downloaded from outside the Federal Republic of Germany.
2. Where permissible, Gießen shall be the exclusive place of jurisdiction for any disputes arising from these Conditions for Use.

§ 13 [Headings]

Headings chosen by us are only used for the sake of clarity and are of no legal significance.

§ 14 [Severability]

In the event that for whatever reason one or several of the above conditions are void or unenforceable, the conditions shall be enforced, as far as permissible, and shall not affect the other Conditions for Use and Downloading. These shall remain valid and implementable as originally intended. An ineffective condition shall be replaced by an effective condition, closest representing the original object and purpose.

Last amended on 05.02.2001