

Terms and Conditions of Use for the Web Calculator

of the company egeplast Werner Strumann GmbH & Co. KG

1. Scope, persons entitled to use the Web Calculator

1.1 The Web Calculator is used exclusively on the basis of these Terms and Conditions of Use. Deviations from these Terms and Conditions of Use shall only be effective if we have confirmed them explicitly in writing.

1.2 The Web Calculator is available only to businessmen, legal entities under public law and special assets under public law within the meaning of Section 310 (1) German Civil Code (BGB). Therefore these Terms and Conditions apply exclusively towards these entities.

2. Our services

2.1 We offer registered users the possibility to make a guideline cost comparison between different methods for laying and renovating pipe systems.

2.2 This does not replace a binding detailed calculation. The calculation result merely serves to provide an initial estimate of the cost to be expected for the user. This is not an offer to enter into an agreement on the calculated costs of the user. Any order requires a detailed calculation on our part and the conclusion of a project agreement.

2.3 The Web Calculator also offers the user the possibility to save the project data he has entered for later use.

3. Authorisation and use of the Web Calculator

3.1 Use of the Web Calculator must be authorised by us. The user applies for authorisation together with a selected password in which he specifies his corporate data and the contact partner(s) in the authorisation application and accepts these Terms and Conditions of Use. The acceptance of the authorisation application by us is made by confirmation of authorisation by email or fax. The password selected by the user is stored in an encrypted form and may be freely accessed neither by us nor by third parties. There is no entitlement to authorisation or use of the Web Calculator.

3.2 If the data specified change after authorisation the user is obliged to inform us of these changes immediately.

3.3 All logins are individualised and may only be used by the respective authorised user. The user is obliged to keep login and password confidential and to protect them from unauthorised third party access. The user is also responsible for the confidentiality of the employee login and shall inform his employees accordingly. If there is any suspicion of misuse by a third party the user will inform us of this immediately. As soon as we learn of the unauthorised use we shall block the access.

4. Rights of use

If not explicitly agreed elsewhere, the user is entitled to copy, print and distribute the calculation results for the project for which an enquiry has been made. This use authorisation is provided, however, subject to the condition that the calculation results are only used for non-

commercial information purposes and every copy is provided with a copyright reference to us. The calculation, every copy of the calculation or a part thereof may only be altered after we have given our written consent. We reserve the right to revoke this consent at any time.

5. Warranty

We assume no warranty for the availability of the Web Calculator or for the correctness, completeness or up-to-dateness of the information provided.

6. Liability

6.1 We shall only be liable to pay damages on the grounds of a breach of contractual or non-contractual duties in the case of wilful intent or gross negligence and in cases in which material contractual duties have been breached. The replacement of damages due to the infringement of material contractual duties shall, however, be restricted to the foreseeable damage typical of the agreement insofar as wilful intent or gross negligence does not exist.

6.2 The above liability restrictions shall not apply to claims in the case of injury to life, limb or health. Compelling statutory liability provisions, for example the liability under the German Product Liability Act or for the assumption of any warranty, shall not be affected.

6.3 Insofar as our liability is disclaimed or restricted, this shall also apply to the personal liability of our salaried employees, workers, employees, representatives and vicarious agents.

7. Term of Agreement, blocking, termination

7.1 The Agreement on the authorisation and use of the Web Calculator shall be entered into for an indefinite period of time.

7.2 If the user infringes these Terms and Conditions of Use we are entitled to block the use of the Web Calculator by the user temporarily or permanently.

7.3 The Parties are entitled to terminate the Use Agreement at any time having immediate effect. This shall not affect our right to block the Web Calculator.

8. Venue, applicable law

8.1 Venue for all current and future claims arising from the business relationship with businessmen, with entities under public law as well as special assets under public law is the Local Court of Rheine or the Regional Court of Münster. We are also entitled to take action against the user at his general venue.

8.2 The law of the Federal Republic of Germany shall apply to these business relationships as well as to the entire legal relationships between us and the customer.

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