

General Terms and Conditions of Use

NEOPERL GmbH and its associated companies belonging to the NEOPERL Group (collectively hereinafter referred to as "NEOPERL") have made a range of information, documents and services concerning NEOPERL's products (collectively hereinafter referred to as "Services") available on these internet pages. The use of said Services is subject exclusively to the following terms and conditions (collectively referred to as the "Terms and Conditions of Use") which you should read carefully.

1. Content and Availability of the Online Offerings

NEOPERL reserves the right to change, extend or reduce the offered Services at any time. NEOPERL also reserves the right to decide on the technical availability.

NEOPERL therefore does not warrant that the Services on offer can be called up or are technically available at all times and does not assume any liability for this.

2. Copyright

© Copyright 2001-2015 NEOPERL GmbH. All rights reserved. All texts, photos, graphics, sound, video and animation files are subject to copyright and other laws on the protection of intellectual property. They may not be copied, changed or used on other web pages for commercial use or for passing on to third parties.

3. Trademarks

Trademarks shall, where possible, be marked as such. The absence of such a trademark notice does not mean that the name is unprotected by the laws on trademarks and related signs.

4. Liability

4.1. The information and data about NEOPERL products on this website do not constitute any warranty or guarantee. In particular they do not constitute any implied warranty or guarantee regarding condition, fitness for a particular purpose or the non-infringement of any laws or third-party rights.

4.2. For Services offered to you free of charge, NEOPERL does not give any warranty whatsoever for the up-to-dateness, correctness, completeness or quality of the information supplied.

4.3. Any and all liability claims against NEOPERL relating to damage, whether of a material or a non-material kind, which have been caused through the use or non-use of the information provided or through the use of incorrect or incomplete information, are excluded, unless intentional or grossly negligent fault on the part of NEOPERL can be proven. We shall in addition be liable in accordance with the statutory provisions in the event of any intentional or negligent breach of a material contractual obligation, i.e. a contractual obligation, the performance of which characterizes the contract and which is necessary for its proper implementation. In that case, provided we have not acted intentionally or grossly negligently, our liability for damages shall be limited to the foreseeable damage which typically occurs.

4.4 The liability for an intentional or negligent injury to life, body or health shall remain unaffected; this shall also apply to the liability under the German Product Liability Act (*Produkthaftungsgesetz*). If we have assumed a guarantee we shall be liable in accordance with the statutory provisions.

5. Referrals and Links

NEOPERL is responsible for its own content on the website in accordance with the general laws. NEOPERL's own content must be distinguished from any links to content made available by other providers. By providing these links, NEOPERL is making "third party content" available for use. However, NEOPERL does not adopt any such third-party sites, which can be accessed, as its own and is not responsible for their content.

6. Rights to Use the Services

You can surf this website, download and use individual files or content marked as a download at any time provided that you use the information obtained solely for internal purposes. Any copying, alteration or forwarding to third parties without the written consent of the NEOPERL Group is prohibited.

7. User Account

7.1 As a customer of NEOPERL you can apply for a user account, which allows you to access a large number of technical drawings. The access data is issued for a specific company and may only be used for the business purposes of that respective company. The access data must be treated as strictly confidential and may not be passed on to third parties.

7.2 If the member of staff, who was notified of the access data, leaves the company, the access data shall lose its validity. NEOPERL must be informed of any such departure from the company. New access data must be requested for the company.

7.3 NEOPERL shall at regular intervals check whether the user's contact details, which were lodged at the time when the account was set up, are still current. In the event of any discrepancy or uncertainty NEOPERL reserves the right to deactivate the account concerned.

8. Data Protection

Any collection, processing and use of personal data is in accordance with the rules and regulations contained in our privacy policy.

9. Governing Law

These General Terms and Conditions of Use and the entire legal relationship between NEOPERL and you shall be governed by German law; the application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.