

# Terms of Use of Website and Website Downloads

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# Terms of Use

of Website and Website Downloads



## Content

1. Terms and Rights of Use	3
2. Rights in Software, Documentation and Other Information	3
3. Copyright	3
4. Disclaimer	4
5. Obligation of the User to Observe the Export Control Regulations	4
6. Side Agreements, Place of Jurisdiction, Applicable Law	4

## 1. Terms and Rights of Use

The website of Murrelektronik as well as the software, documentation and other (product) information made available on the site to download at no charge, is subject to the following terms of use that are agreed as binding in the relationship between user and Murrelektronik as service provider when visiting this website and/or downloading data. If specific requirements for the individual use of this website deviate from the following terms of use they will be explicitly pointed out at the corresponding place on the website. In this case, the specific terms of use for the individual case will be additionally applicable.

## 2. Rights in Software, Documentation and Other Information

Murrelektronik grants the user a non-exclusive and non-transferable right to use and/or to download the software, documentation and other information provided by Murrelektronik on this website free of charge to the extent provided for. In general, there is no right to claim disclosure of the source code. The user has to observe copyrights and other third party rights in the software, documentation and other information. This does not affect §§ 69a et seqq. of the German copyright law.

The user shall not transfer any software, documentation or any other information to any third party. The user shall not modify, reverse engineer or translate neither the software nor its documentation, nor disassemble any parts of it, unless stringent provisions of law permit anything different. It is permitted to create a backup copy of the software, if this copy is required to secure a future use based on these rights of use.

Receiving or downloading software, documentation and other information does not imply any other than the above mentioned obligation to information by Murrelektronik regarding any changes to the products and/or the technical documentation and does not include any explicit, tacit or implied guarantee.

Any liability for defects in quality and title is excluded – except in the case of intent and fraud – regarding the software, documentation and other information provided free of charge, especially for its correctness, faultlessness, completeness, absence of third party rights and/or usability as well as for damages or viruses from using our website or from downloading data.

The Murrelektronik Software shall not be used during or in connection with the operation of Nuclear Plants, Airplanes, Communication Systems, in Flight Monitoring, Life-support Devices of other machines; in such applications, a fault in the Murrelektronik Software may cause death, injuries, or serious damage to property and environment.

## 3. Copyright

Content, design and structure of our internet offer is protected by trademark and/or copyright law and we explicitly reserve all property rights. In particular copying, processing, distribution and any kind of utilization shall require our written consent unless, according to the legal provisions, this measure is not permitted without requiring consent.

Hyperlinking on our websites, especially deep linking, inline linking and framing, is only permitted with our prior written consent. It is not permitted to set a link on this website, if this is only used for cross-referencing. The service provider reserves the right to revoke the permission. It is not permitted to frame this website.

## 4. Disclaimer

The information provided on this website has been compiled with the utmost care and we are reviewing it continuously. However, we cannot guarantee the correctness, up-to-dateness, completeness and permanent availability. Binding information, advice, recommendations or explanations will only be given in the context of individual communication. We are only responsible for our own content of our websites according to the general legal provisions.

Our offer also includes links to third party websites, the content of which we cannot influence. We do not adopt these contents by any means and we are not liable for them. Only the relevant provider of the websites is responsible for the content of the linked pages. Therefore, we are not liable for illegal, faulty or incomplete contents and for damages that were caused by using the content behind the link. We did not notice any illegal content of the linked pages. However, without any clear indication of a violation of law, a later check of the content at any time is not reasonable. Please inform us immediately, if our links lead to websites where content seems suspicious. As soon as we come to know about any violation of law due to the content of the linked pages, we will immediately remove such links. This declaration applies to all links contained in our pages.

Errors may occur when digitalizing data. By using different internet browsers and due to individual software settings, there may be deviations in the display of the content. The user uses the internet at their own risk. The service provider is not liable for any technical failure of the internet and/or internet access.

We reserve the right to, at any time, change, complement or reduce our internet offer including these terms of use, or to discontinue it completely. We also do not guarantee that the content of our internet offer is suitable for the users and their purposes.

## 5. Obligation of the User to Observe the Export Control Regulations

The user is responsible for using the software, documentation and other information received from Murrelektronik only when observing all applicable export regulations of the country, where the user received this software, documentation and other information, in particular in the United States of America. Further information and a list of the export regulations applicable outside Germany is available from the Bundesamt für Wirtschaft und Ausfuhrkontrolle, Frankfurter Straße 29–35, 65760 Eschborn or at <http://www.bafa.de/bafa/de/>.

The user shall completely release Murrelektronik from all claims that are asserted from authorities or other third parties against Murrelektronik because the user did not comply with the above mentioned obligations arising from the export control regulations and the user shall compensate Murrelektronik for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the user. This provision does not imply a change in burden of proof.

## 6. Side Agreements, Place of Jurisdiction, Applicable Law

Side agreements must be in writing. Place of jurisdiction is Oppenweiler, Germany, if the user is a merchant in the sense of the German Commercial Code (Handelsgesetzbuch).

Our internet offer is designed for the area of the Federal Republic of Germany and is created on the basis of the German legislation. We are not liable if our internet offer is suitable, usable and legally admissible for users from other countries.

In addition, our Privacy Policy is applicable and can be downloaded on the Murrelektronik Website in the section "Legal".

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## Terms of Use

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These terms are subject to German law, the UN Convention on the International Sale of Goods from 11. April 1980 (CISG) shall be excluded.

## General Software Terms and Conditions

### 1. 1. General provisions

These terms and conditions apply between Murrelektronik GmbH, Falkenstraße 3, in 71570 Oppenweiler (provider) and the User, within the scope of the software made available to the user by the provider (software update) for the products ordered and purchased from the provider exclusively.

### 2. 2. Provider's offering

#### 2.1.

The provider, at its discretion makes available to the user a software update for the technical products ordered and purchased by the user. The provider shall not be obligated to adapt the program to changing legal framework conditions (i.e. inter alia mandatory laws, ordinances, regulatory requirements) or due to changing requirements in the sphere of the user.

#### 2.2.

The provider is not obligated to provide a software update as defined in § 2.1.

#### 2.3.

The provider agrees to answer the user's questions regarding the use of the software concerning the current software version by e-mail, within a reasonable period, but at the latest within 2 weeks after having taken note thereof, and to assist.

### 3. 3. User obligations

#### 3.1.

The user has no immediate obligation to download the software update (no. 2.1).

#### 3.2.

However, the user agrees that if the update is downloaded, the respective download data (download time/download volume and user data) will be recorded by the provider. The provider's regulations on data protection, which can be accessed on the provider's website, shall always apply in addition.

#### 3.3.

If the user recognizes a defect in the performed software update, the user undertakes to notify the provider of this defect immediately, but at the latest within two weeks. In the event of immediate notification of defects, the provider shall assist in taking corrective action according to no. 2.3. of these terms and conditions.

#### 3.4.

The user shall ensure that the technical requirements for installing the software update are available.

#### 3.5.

The user assures the provider that the user can be reached at the email address registered with and saved by the provider and that the user shall take note of incoming messages to this address.

### 4. 4. Liability

The provider assumes no liability for the proper installation of the software or if the user does not have the technical requirements to install the software update.

### 5. 5. Final provisions

#### 5.1.

These provisions are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

#### 5.2.

Changes or additions to these general terms and conditions must be confirmed in writing by the provider in order to be effective.

#### 5.3.

In addition to these provisions, the terms and conditions of use for the website and Internet downloads as well as the provider's general terms and conditions of delivery apply.

#### 5.4.

If any provision of these general provisions should prove to be ineffective, this shall not affect the validity of the remaining provisions. In such a case, the parties shall agree on a provision that best corresponds to the meaning and purpose of the contract and which reflects as closely as possible the invalid provision.

#### 5.5.

The place of fulfilment is the provider's registered office. For all disputes arising from these terms and conditions, if the customer is a merchant within the meaning of the Commercial Code (Handelsgesetzbuch), Oppenweiler is agreed as the place of jurisdiction.

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