

Terms and Conditions for the Use of Vector's Website

For the access and use of the website(s) of Vector Informatik GmbH, Stuttgart, Germany (hereinafter referred to as "**Vector**"), the following terms and conditions shall apply:

1. Vector has used all reasonable endeavors to ensure the accuracy of the information on Vector's website(s). **However, Vector does not warrant nor represent that the data and/or information provided on Vector's websites is error-free, correct, entire or suited for a certain purpose, nor that it is free of any intellectual, industrial or any other right of any third party. Vector shall not be liable for any damages arising from or resulting out of the use of the data and/or information on Vector's websites or any of Vector's representations, unless (i) Vector has specifically stated otherwise on any of its websites, (ii) Vector has acted in gross negligence or willful misconduct or, if acting in normal negligence, Vector breaches an obligation which jeopardizes the contract goal (cardinal obligation), or unless (iii) Vector's liability is mandatory by law or statute. In the event of (ii), Vector's liability is, in cases of normal negligence, limited to the typical and foreseeable damages.**

Moreover, Vector does not warrant nor represent that any of its websites or the servers providing its websites are free from viruses or any other harmful elements at all times. Vector has used diligent care to ensure that the websites have been free of viruses or any other harmful events at the time Vector has delivered them to the providing entity.

2. In the event the user provides personal data and/or information to Vector's websites, including, without limitation, such data and/or information with which the identity of the user or its legal entity may be identified, or in the event the user provides such data and/or information to Vector with the intent for Vector to provide it on Vector's websites, the user acknowledges and agrees that Vector may process said data and/or information in accordance with the applicable laws and statutes and Vector's protection of data declaration available on Vector's websites.
3. Vector's websites may contain hyperlinks to other websites not under the control of Vector. Vector provides such hyperlinks for the user's convenience only. Vector shall not be liable for the contents of such other websites. The owners and/or providers of these other websites are solely responsible for the use and the contents of such websites.
4. The user may copy and distribute the data, documents and/or information provided on Vector's websites, but the user may only do so in unmodified form. The user may not remove any copyright notices in the data, documents and/or information provided by Vector on Vector's websites.
5. The websites of Vector provide access to Vector's international product catalogue. The websites may contain references or cross references to specific products and/or services of Vector which may not be available in a specific country at a specific time. Vector does not warrant nor represent the availability of a specific product and/or service in a specific country and/or at a specific time. Vector's websites shall not be construed as an offer that Vector intends to distribute or actually distributes Vector's products or services in a specific country and/or at a specific time.
6. Vector's websites may contain software available for download free of charge. Vector provides such software to the user for use as an end user only. The user may not copy, modify, enhance, reproduce or distribute such software. Vector reserves all intellectual, industrial and all other proprietary rights on such software.
As Vector provides such software free of charge, Vector expressly disclaims any liabilities, warranties and/or representations, to the fullest extent permitted by law and statute.
7. All product names on Vector's websites are either registered or non-registered trademarks of their respective owners. Vector does not grant the user any rights of use on such trademarks.

8. Vector reserves the right to modify the contents of Vector's websites at any time, without prior notice.
9. In the event of inconsistencies between the German and the English version of Vector's websites, the German version shall apply and prevail.
10. These terms and conditions shall conform with and be governed by the laws of the Federal Republic of Germany without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. To the extent legally permitted, the contracting parties agree to submit to the jurisdiction of Vector's main place of business.