Conditions of Use governing the utilization of the Sistema database

A. Scope of contract

Subject matter of this licence agreement is the technical product information provided without obligation by SMC in a "Sistema" database, which can be used by the customer for his own commercial purposes on a permanent basis and without charge. The customer is provided with a simple, non-exclusive right of use. The technical product information provided in the database, is exemplarily related to products and assemblies offered by SMC. This information cannot replace in any way a consulting concerning the development of a customized solution, based on the technical requirements communicated by the customer.

B. Duties of the customer

The customer agrees to use the information contained in the database only as initial information without obligation and to obtain individual consultation and configuration services from SMC before any productive usage of the product data. The customer shall independently and at his own responsibility investigate and apply the laws, directives and standards which are relevant and decisive for his intended solution. The customer agrees to check whether a later version of the database content has been provided by SMC, before using the database content and to use only the latest version. The customer shall prepare himself an operational backup of his computer data on his own responsibility, before any installation and/or usage of the database content.

C. Access restrictions

SMC, at its own discretion, provides the customer with the information contained in the database by granting the possibility of download from the internet or by electronic dispatch (e-mail).The customer is not entitled to continuous access to the SMC server and the databases contained on it. SMC is entitled to limit or terminate access to the content on its server at any time.

D. Restrictions of usage

The customer is not prevented from unaltered reproducing and/or disseminating and/or publishing the information contained in the database. Under no circumstances, the customer is entitled to edit the information and the database as such in whole or in part. This also includes the prohibition of any translation, organization or any rearrangement otherwise. Unaffected hereby remains the entitlement of the customer to minor extractions. Under no circumstances, the customer is entitled to rent or lease out the information and/or the database as such in whole or in part.

E. Warranty

The warranty for material defects and defects of title shall be governed by the Sections 523 and 524 of the German Civil Code (“Bürgerliches Gesetzbuch”).

F. Limitation of liability

Neither SMC nor the persons whom SMC uses to perform its obligation shall be liable for existence, suitability and faultlessness of the public transmission lines used by the customer and/or the own data communication devices of the customer.

G. Applicable Law, Place of Jurisdiction

These Conditions of Use are exclusively subject to the law of the Federal Republic of Germany. The sole place of jurisdiction shall be the registered office of SMC in Egelsbach (Germany), if the customer is an entrepreneur, a legal person under public law or a special fund under public law (legal entity according to Section 310 par. 1 of the German Civil Code (“Bürgerliches Gesetzbuch”).

H. Service Provider

Refer to page 2

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Specifications are subject to change without prior notice from the manufacturer.
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