

Preamble

WHEREAS, the Data Supplier sells products/services in the field of drilling and other tool accessories. To advertise these products/services, the Data Supplier has created texts, drawings, images, photographs, plans, sketches, tables and similar advertising media (hereinafter referred to as "Data") for himself or acquired the rights to such.

The Data Supplier is the owner of the rights to these Data. AND WHEREAS, the Data Supplier intends to grant the Data User rights to these Data in order to enable the Data User to autonomously advertise the products/services of the Data Supplier to his customers. NOW THEREFORE, to protect the time and money invested by the Data Supplier in connection with the preparation and collection of the Data, the rights are granted to the Data User exclusively as provided for below:

§1 Provision of Data

The Data Supplier will provide the Data User with Data free of charge, without, however, being under any obligation to do so under this Agreement. The Data User may subsequently use the provided data according to the provisions of this Agreement. Any use that deviates from these provisions is subject to the express written approval of the Data Supplier. In the case of doubt as to which Data have been provided, the burden of explanation and proof shall lie with the Data User.

§2 Rights and Obligations of the Data User

1. The Data User is granted the non-exclusive right to duplicate, distribute and make publicly accessible the provided Data. However, this may only be done in the scope necessary to advertise the products/services of the Data Supplier in own catalogues, price lists, advertisements, newsletters, web pages or similar media for the purpose of initiating/executing business transactions in the course of his normal business operations. The right of use does not include the right to modify the Data, except for adjustment of the Data to the specific presentation medium.

The data user is not entitled to grant third parties rights on the data or to allow them to use the data for their own advertising measures. The transfer of data to service providers for the purpose of preparing and implementing advertising measures for the data user is permitted.

§3 Data Security

1. The Data User undertakes to inform his employees and other persons who have access to the Data about the scope of his right of use.

2. The Data User shall take the needed precautions in order to prevent abuse by third parties.

3. The Data User undertakes to treat information on prices and other conditions as confidential.

§4 Limitation of Liability

1. The Data Supplier cannot guarantee that the Data are complete, correct and up to date.
2. The Data Supplier shall be liable without any limitation in the event of intent or gross negligence, for injury to life, body or health, according to the regulations of the German Product Liability Act (ProdHaftG) and in the scope of the warranty provided by him. Should the Data Supplier or one of his agents breach an obligation that is essential to the achievement of the contractual purpose (cardinal obligation) by way of slight negligence, the amount of the Data Supplier's liability shall be limited to the damage that is foreseeable and typical of the type of the respective transaction. The Data Supplier shall not be subject to any further liability.
3. The aforesaid limitation of liability shall also apply to the personal liability of the employees, representatives and executive bodies of the Data Supplier.

§5 Term and Termination

1. As soon as the business relationship between the Parties ends, i.e. as soon as the Data User no longer sells the products supplied by the Data Supplier, the Data User's right of use will end automatically without any need for special notice by the Data Supplier.
2. Furthermore, both Parties may terminate the Agreement with three months' notice, effective at the end of a calendar quarter, by written declaration (e-mail, fax, letter).
3. Moreover, termination with immediate effect for good cause is possible. Good cause will be deemed to be on hand especially if the Data User breaches a provision from one of the sections.
4. If the Agreement is terminated by virtue of section 5 (1), (2) or (3), the Data User shall refrain from using the Data any longer and shall delete all Data made available to him by the Data Supplier. This also applies to any copies made. The complete deletion shall without delay be communicated to the Data Supplier, without being prompted to do so.

§6 Other Agreements concerning Data

Should any agreements already exist between the Parties concerning the use of Data, these will be deemed cancelled upon entry into force of this Agreement.

Should any regulations in other agreements and or general contract terms and conditions (e.g. general terms and conditions of purchasing or sale) exist with respect to rights of use to Data, this Use Agreement shall have priority in the case of doubt.

§7 Severability / Jurisdiction

1. Any amendments and supplements to this Agreement, including amendments and supplements to this clause, must be made in writing. Should any provision of this Agreement be or become invalid or should the Agreement be incomplete, this shall not affect the validity of the remaining content.

2. If the Data User is a merchant in the meaning of the German Commercial Code (HGB), a legal entity under public law or a fund under public law, the courts at the location of the Data Supplier's registered office shall have jurisdiction over all disputes in connection with this Agreement. The Agreement is governed by Germany law, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).