

General conditions of use for the Download Center of the Doka Group (2011-08, version 1)

I. General information

Doka's Download Center provides a lot of information for download, in particular also Doka user information for the different products and systems.

Every access to and use of each page of the Doka Download Center shall be subject to the legal terms and conditions of use set forth below. By accessing, visiting or utilising the Download Center in any other way you fully accept the following terms and conditions of use as amended from time to time.

If you have any reservations whatsoever about these conditions, use of the Doka Download Center shall be expressly prohibited.

II. User's obligations

The user undertakes to desist from all activities that could lead to destruction or manipulation by user or by others of data stocks or IT systems of Doka or its associated companies or the partner companies so designated by Doka.

III. Download

Users download at their own risk; insofar as legally permissible, Doka refuses to accept liability for damage resulting from installation and/or utilisation of information from the download area. Despite up-to-date virus checks, within the framework of the applicable laws liability for damage and impairments due to computer viruses is excluded. In accordance with §17 ECG (Liability for Links (Austria)), no liability is accepted with regard to links to other websites.

IV. Disclaimer

The Doka Download Center is operated with due diligence. However, no assurance is made with regard to uninterrupted availability or freedom from error of the information posted in the Download Center. The elements of the Download Center can be changed by Doka without notice at any time.

Doka's liability deriving from or in relation to utilisation of the Download Center is restricted to damage consequent to gross negligence or intent. Doka's liability in cases of physical injury is limited exclusively to within the framework of the mandatory legal stipulations. No liability whatsoever will be accepted for consequential damage.

In the Download Center area Doka partly provides different versions of user information as regards language and content, depending on the specific requirements of the relevant countries. User information shall be used in compliance with the provisions on security/safety and applicability described. Moreover, Doka shall not be liable for the fact that the download versions in the relevant language are in compliance with other country-specific regulations. The user shall be liable for selection of user information provided. Such information shall exclusively be used for implementation of projects with Doka products in compliance with country-specific regulations.

V. Intellectual property

Notwithstanding the rights granted to the user in these conditions of use, no further rights of any nature whatsoever are accorded to the user, for example with regard to

intangible property rights (particularly know-how, patents, brands, utility models and designs, etc.), company names and other information.

VI. Confidentiality

User undertakes to treat in confidence and not to pass on or make accessible to others all information it obtains through or from this owner/user relationship or other business relationship with Doka.

VII. Choice of law/legal venue

The court of jurisdiction regarding the subject matter at the domicile of Doka in Amstetten (Austria) is agreed as the sole place of venue for legal issues. Austrian law applies, to the exclusion of its principles of conflicts of laws and the UN Convention on the International Sale of Goods (CISG). Moreover, the stipulations of §§9, 10 ECG (Liability for Links, Austria) do not apply, with the exception of consumers in the sense of the Austrian consumer protection laws (KSCHG).

VIII. General

Doka reserves the right to discontinue operation of the Download Center completely or in part or to modify the contents of the portal at its discretion at any time and to amend these General Conditions of Use for whatsoever reasons. By every new use of the Doka Download Center the user submits to the conditions of use applicable from time to time.

If, for any reason whatsoever, one or more of the stipulations in these conditions of use are or become or are rendered ineffective or inapplicable, the validity of the other stipulations remains unaffected. The stipulation closest in intent to the intention of the ineffective or inapplicable stipulation takes the place of said ineffective or inapplicable stipulation.

IX. Contact

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