
Terms and Conditions for the Use of Vector's Website

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

1. Vector has used all reasonable endeavours to ensure the accuracy of the information on Vector's website(s). **Vector does not warrant nor represent that the data and/or information provided on Vector's websites is free of defects, 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 disclaims all warranties and liabilities for any damages arising from or resulting out of the use of the data and/or information on Vector's websites, unless (i) Vector has specifically stated otherwise on any of its websites, (ii) Vector has acted in gross negligence or willful misconduct, (iii) in case of normal negligence, Vector breaches a basic obligation which jeopardizes the contract goal (cardinal obligation), or (iv) unless Vector's liability is mandatory by law or statute.**

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. 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 delivers personal information and/or data to Vector's websites, including without limitation information and/or data with which the identity of the user's legal person or entity can or may be identified, or in the event the user delivers such information and/or data to Vector so that Vector may provide them on Vector's websites, the user acknowledges and agrees that Vector is entitled to process such information and/or data in accordance with the applicable laws and statutes. Details are set forth in 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, and Vector shall not be liable for the contents of said 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 is entitled to use, copy or 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 contained in the data, documents and/or information provided on Vector's websites.
5. The websites of Vector provide the user 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 and/or 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 and Vector's websites shall not be construed as an offer that Vector intends to distribute or that Vector actually distributes Vector's products or services in a specific country and/or at a specific time.
6. Vector's websites may contain programs available for download.

To the extent these programs are enhancements or modifications to software which the user has acquired from Vector and for which the limitation period for claims based on defects has not expired and/or for which a maintenance contract exists, the provisions in the contracts between the user and Vector concerning this software shall apply. Otherwise, the following shall apply:

- Since Vector provides such programs free of charge, Vector shall be liable for damages under any claim based on gross negligence or willful misconduct only. Claims for personal injury and claims on the grounds of the German Product Liability Act shall remain unaffected.

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- **Vector provides such programs to the user for use as an end user only. It is inadmissible for the user to copy, modify, extend, reproduce or distribute said programs in any way. The peremptory provisions of §§ 69 d and 69 e of the German Copyright Act shall remain unaffected. Vector reserves all intellectual, industrial and other property rights on such software.**
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 and without prior notice.
 9. In the event of inconsistencies between the German and the English version of Vector's websites, the German version shall 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. Exclusive venue shall be Vector's main place of business.