

TERMS AND CONDITIONS OF USE

- 1. Acceptance**
This web site is provided by VA TECH WABAG GmbH.
VA TECH WABAG GmbH appreciates your interest in its products and services and your visit to this web site.
By using the site or downloading information and programs from the site you agree and accept these Terms and Conditions of Use.
- 2. Purpose of this Web Site, Grants**
The contents of this web site are for information purposes only and do not under any circumstances constitute a commercial offer, a licence, or any binding contractual relationship nor does it constitute an offer to enter into a company relationship. Subject to the terms and conditions set forth herein, VA TECH WABAG GmbH grants you a non-exclusive, right to access, use and display this site and the information and programs thereon. VA TECH WABAG GmbH authorises you to view and download the information contained in this web site only for your personal or your company's use. This authorisation is not a transfer of title in the information and programs and is subject to the following restrictions: I) on all copies of the information and programs downloaded you must ensure the copyright status of VA TECH WABAG GmbH is maintained in addition to all other proprietary notices contained in the information and programs; and II) you may not modify the information and programs in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose.
- 3. Intellectual Property**
This site, including all information and programs, is protected by worldwide Intellectual Property laws. You agree to comply with all such laws worldwide in your use of this site and to prevent any unauthorised copying of the information and programs. Except as expressly provided herein, VA TECH WABAG GmbH does not grant any expressed or implied right to you under any patents, trademarks, copyrights or trade secret information.
- 4. Links to Third-Party-Web-Sites**
As a convenience to you, VA TECH WABAG GmbH may provide, on this site, links to web sites operated by other entities. If you use these sites, you will leave this site. If you decide to visit any linked site, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. VA TECH WABAG GmbH makes no warranty or representation regarding any linked web sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that VA TECH WABAG GmbH or this site, sponsors, endorses, is affiliated or associated with, or is authorised to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorised to use any trademark, trade name, logo or copyright symbol of VA TECH WABAG GmbH or any of its affiliates or subsidiaries. You may not create on any web site a link to any page of VA TECH WABAG GmbH web site or of any affiliate or subsidiary of VA TECH WABAG GmbH without our prior written confirmation that you are allowed to do this.
- 5. Forward-Looking Statements**
This site may contain forward-looking statements based on beliefs of the management of VA TECH WABAG GmbH. Such statements expressed by terms as e.g. "believe", "estimate", "expect" "intend" etc. are subject to risks and uncertainties and VA TECH WABAG GmbH disclaims any intention or obligation to update such forward-looking statements.
- 6. Warranty and Liability**
The information and programs may contain inaccuracies and typing errors. VA TECH WABAG GmbH does not warrant the accuracy or completeness of the information and programs or the reliability of any information displayed on this site. You acknowledge that any reliance on any such information shall be at your own risk. VA TECH WABAG GmbH reserves the right, in its sole discretion, to correct any errors or omissions in the site.
This site, the information and programs on the site, are provided "as is" without any representation or warranty, expressed or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose. If a jurisdiction does not allow the exclusion of implied warranties, so the above exclusions may not apply.
Under no circumstances shall VA TECH WABAG GmbH or any of its subsidiaries or affiliates be liable for any direct, indirect, special, consequential or other damage (including, without limitation, any loss of profits, business interruption, loss of information or programs or other data) that are related to the use of, or the inability to use, the content, information and programs, and functions of the site or any linked web site, even if VA TECH WABAG GmbH is expressly advised of the possibility of such damages.
- 7. Privacy Policy - Cookies**
By this reference our Privacy Policy is incorporated in these Terms and Conditions of Use. It describes the type of information collected when you visit our site and how that information is used.
- 8. Information provided to us**
By providing any information to VA TECH WABAG GmbH, you grant to VA TECH WABAG GmbH an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and programs, and you further agree that VA TECH WABAG GmbH is free to use any ideas, concepts or know-how that you or persons acting on your behalf provide to VA TECH WABAG GmbH. From time to time some information may be deleted from the VA TECH WABAG GmbH - systems in our sole discretion. Concerning personal data provided to us you agree that we are allowed to use them according to our Privacy Policy. (see under 7.)
- 9. Changes**
VA TECH WABAG GmbH reserves the right, at its sole discretion, to change, modify, add or remove any part of these Terms and Conditions of Use and the Privacy Policy in whole or in part or to restrict your access to parts or all of the site at any time. Your continued use of the site will be considered acceptance of those changes.
VA TECH WABAG GmbH may at any time without notice terminate the authorisation, rights and license given above and may make any change to the site, the information and programs and the products, programs, services or prices (if any) described in the site.
- 10. Choice of Law and Enforceability**
This site is controlled, operated and administered by VA TECH WABAG GmbH from Austria. These Terms and Conditions of Use shall be governed by the law of Austria without giving effect to its conflict of laws rules. They contain all terms and conditions regarding your use of the site. If for any reason a Court of competent jurisdiction finds any provision of these Terms and Conditions of Use to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Terms and Conditions of Use, and the remainder shall continue in full force and effect.