

# To Fax No.: +49 6074-888 100

## Conditions of use for the „Partner’s Area” of the website

February 2004

Videor E. Hartig GmbH (Hereinafter referred to as Videor) makes an information and ordering system available to its authorised marketing partner via its own company website only within the framework of these conditions of use.

### 1. Right to admission / confidentiality

When it acknowledges the current conditions of use, the marketing partner receives a right to admission to the partner’s area of the website. This right to admission is awarded to each of the client’s business contacts that has been registered with Videor, and consists of the client number, a user name and a password. The marketing partner nominates at least one administrator, who manages its employees’ authorisations. The marketing partner may only authorise trustworthy employees to undertake administration and place orders, and is itself responsible for the authorisation profile of its employees. All rights to admission must be kept confidential by the marketing partner and its employees, and are not to be passed on to third parties. The marketing partner undertakes, when an employee has left its company, to delete his or her access immediately.

### 2. Orders

Orders conveyed electronically via the website and order confirmations received count as have been placed in writing and signed, and the user recognition carried in them counts as proof of the sender’s identity. This means that the marketing partner individualised by means of the user recognition is legally bound to each order placed under its name. The marketing partner must check its order details carefully.

### 3. Order processing

Quotations and details of prices made by Videor electronically are given without obligation and are subject to alteration. Only on receipt of the electronic order confirmation and/or of a written order confirmation from Videor may the marketing partner assume that Videor has received, and is processing, the order it has placed. A contract of sale therefore only materialises with Videor’s electronic and/or written order confirmation, or at the latest at the marketing partner’s acceptance of the delivery. In the case of electronic ordering of merchandise, the current Videor price contained in the electronic and/or written order confirmation and other conditions (such as freight costs, packaging costs or customer discounts) apply. Daily control of incoming order confirmations is incumbent on the marketing partner, which undertakes to check these immediately and, if necessary, contradict them.

### 4. General industrial property rights

The marketing partner undertakes to observe all Videor’s industrial property rights, and this applies particularly to its employees. It is at any time conceded to the marketing partner, revocably, that it may allow the information put at its disposal in the context of the partner’s area of the website (with the exception of the electronic fact sheets)

to flow into whatever electronic merchandise control system it uses. Any use should be made exclusively in the context of, and for the purposes of, data maintenance for the customer’s own electronic merchandise control database. With respect to this possible use the marketing partner is, however, forbidden from disclosing to third parties the logos and typefaces used by Videor and the availability of its products. The marketing partner is forbidden from using the information other than for this specified purpose and must impose a corresponding obligation on its employees.

### 5. Liability

Videor endeavours to update the information made available on each working day, but assumes no liability for the accuracy in terms of content of the information made available on the website. In particular, only the prices detailed and the conditions in Videor’s order confirmation are legally binding. The marketing partner is aware that Internet-based services are quite often subject to crashes that are outside Videor’s control. It assumes in this respect no guarantee for the uninterrupted functional capability of the website. Videor is not liable for the loss of information or the destruction of data in the course of its transmission. In the event of objective and comprehensible indications that a transmission has not been made, or has been made inaccurately or incompletely, the business partners will inform each other, reciprocally and immediately. It is incumbent on the marketing partner to have available the necessary and functionally capable means of access, and in particular the hardware and software and the necessary Internet browser. These means of access lie in the marketing partner’s area of responsibility, and the marketing partner also itself bears all the costs of gaining access to the Internet and the costs of transmission. The marketing partner is itself responsible for controlling access to its network, for the security and protection of the files of its computers and of its means of transmission. The marketing partner is, in particular, obliged to take protective measures for the purposes of data security that are appropriate and in line with the latest technology.

### 6. Term

Videor grants access to the partner’s area of the website, subject to compliance with these conditions of use, for an unlimited period of time. When the marketing partnership comes to an end, if there is any breach or misuse of these conditions of use, or if there are any other justified reasons for doing so, Videor reserves the right, without giving any period of notice, to block access to the partner’s area of the website.

### 7. Miscellaneous

The current version of the General Terms and Conditions of Videor E. Hartig GmbH applies otherwise. German law applies, and Rödermark is the place of jurisdiction.

**Yes, I declare therewith my agreement with the conditions of use for the „Partner’s Area” of Videor’s website.**

**The following person is to be provided with administrative rights:**

Person to contact
E-mail address
Telephone
Fax

Customer No.
Company
Place, date, signature