

	General Terms of Use
1.	Field of Application
1.1	Siemens Aktiengesellschaft, Automation and Drives ("Siemens") makes available in the internet to any user ("User") the website www.siemens.com . These General Terms of Use ("Conditions") regulate the use of the website and the information on the website (hereinafter referred to collectively as "Information"). Any use of the Information shall be permitted only in accordance with and in terms of the following provisions. In general, the Information is available for 24 hours/seven days per week. Due to the state of the internet and computer systems, Siemens, however, does not guarantee the uninterrupted availability of the Information.
1.2	Any use of the Information shall be subject to the Conditions applicable at the time of the commencement of such use. The current Conditions are available to the User under the respective hyperlink. By commencing use the User accepts these Conditions. In the event that the User does not accept these Conditions, the User may not use the Information.
1.3	For additional services, e.g. the download of software via the website or the delivery of products, in addition, the respective conditions for the provision of these services (e.g. the General Conditions for orders via the internet) shall supplement and prevail as appropriate over these Conditions.
2.	Purpose, Information Duties
2.1	The websites shall serve exclusively for information. The Information contain no binding guarantees, warranties or other undertakings. Binding statements or representations can only be made in individual cases in response to specific inquiries.
2.2	Siemens provides the Information on the website in terms of its best knowledge. Siemens may change the Information at any time, especially as a result of any technical or economic development or altered conditions of use and application including matters related to price, and such changes shall not be subject to any notification.
2.3	The Information are made available at no cost unless otherwise agreed to in the individual case. Siemens reserves the right to make any access or use subject to payment or to withdraw the use at any time and without notification or requiring any permission and such shall also apply to any amendments or changes in the extent of the Information or other performance.
2.4	Siemens exclusively offers the Information for business-to-business or for business-to-administration transactions. The User declares that

	<p>while using the Information it acts as business customer, i.e. that it is not acting for purposes which are outside its trade, business or profession, or that it acts as administration customer. § 312e para. 1 sentence 1 no. 1 - 3 of the German Civil Code does not apply</p>
3.	<p>Copyright and Right of Use</p>
3.1	<p>Any Information is protected by national laws and international conventions, in particular in relation to copyright. Any use and in particular any copying, distribution, performance, transmission, making available or other transfer as well as any processing or transformation shall be subject to the prior express written agreement of Siemens or the related third party. In particular, Information shall not be published in whole or in part on the internet sites of any third party.</p>
3.2	<p>Subject to any express written agreement to the contrary in any individual case Siemens shall grant the User a revocable, non-exclusive, non-transferable right of use of the Information for the User's own non-commercial purposes. Any symbols related to copyrights or similar matters shall be used without any change.</p>
4.	<p>Registration</p>
4.1	<p>Siemens may make the use of particular websites dependent on a previous registration. There shall be no right to registration with Siemens. Siemens reserves the right in particular to restrict any previous open access to the website or to make the access to the website as a whole dependent upon a prior duty to register. In the event that personal information must be provided the User is obliged to provide complete and accurate information and to update such online or by written notice to Siemens if online changes are not possible.</p>
4.2	<p>In the event that Siemens allows the User use of a restricted part of the Website, Siemens shall provide the User with access identification and password ("Access Data"). The User shall keep the Access Data confidential and shall not provide such to any third party. If the User has any reason to suspect that the Access Data in part or in whole has become known to any third party, then the User shall be obliged to inform Siemens of such in writing without delay ("Blocking Notice"), if necessary in advance by email. Siemens shall invalidate the Access Data as soon as possible. Any acts or omissions of a third party utilising Access Data up to the end of a reasonable period to implement the blocking from the time of the receipt of the Blocking Notice by Siemens shall be the responsibility of the User and the User shall be liable therefore unless the User is able to prove that the User is not responsible for such act or</p>

	omission and that such act or omission would have occurred also if the User had exercised all reasonable care, especially in relation to the duty of confidentiality.
4.3	Siemens may cancel at any time a right of access by blocking the Access Data without having any duty to give reasons for such, particularly in the event that the User provides false information in the registration application or in the event that the User does not conform with these Conditions or in the event that the User breaches its duty of care in relation to the Access Data.
5.	Data Protection
5.1	The User is aware that any personal data provided will be ascertained, processed and used in terms of the regulations for data protection and in particular the Federal Law of Data Protection and the Telecommunications Services Data Protection Law. Siemens undertakes to use any data obtained, processed or stored during registration or use only within the Siemens Group in accordance with Siemens Privacy Policy which may be read by way of hyperlinks on the Website, and furthermore Siemens undertakes not to provide such data to third parties insofar as no legal or administrative regulations require such or insofar as the User has not expressly given approval for such.
5.2	The User has the right to demand a revision of false data, as well as a blocking and cancellation of any personal data.
5.3	The User is aware that the transfer of Information and the provision of any data via the internet is insecure and that any personal data may be noticed and forged by unauthorised third parties.
6.	Hyperlinks
	Hyperlinks may be installed on the Website to provide connections to other internet sites or documents made available by third parties. Siemens shall not be liable for the availability, completeness or accuracy of such internet sites and documents. In particular Siemens shall not be responsible for nor does it have any rights over the contents provided by third parties as Siemens cannot verify or check the contents and information contained therein. The User shall undertake all necessary steps itself to protect against virus or other destructive data. Any sites of third parties may be subject to intellectual property protection such as is the case with the Website of Siemens and such sites of third parties may also be subject to legal regulations or special conditions of use.
7.	Duties of the User
	While using the websites the user must not:

	<ul style="list-style-type: none"> - harm other persons, in particular minors, or infringe their personal rights; - infringe good morals with its manner of use; - infringe industrial property rights and copyrights or any other proprietary rights; - pretend a false identity with the purpose of misleading others; - create a false identity for the purpose of misleading others; - upload contents with viruses, so-called Trojan horses, hoax-viruses or other programs that could damage data; or - transmit, store or upload hyperlinks or contents, to which it is not entitled, in particular if these hyperlinks or contents are illegal or are in breach of confidentiality obligations.
8.	Liability
8.1	<p>Because of the non-binding nature of the Information (see in particular section 2) any and all liability for the correctness, completeness, quality and reliability of Information as well as for the results obtained by making use of the Information is hereby excluded. Basic decisions - e.g. for the purchase or use of particular products - ought to be based on a binding statement of Siemens only.</p>
8.2	<p>Siemens shall also not be liable for any damage based on any area of law resulting from the use, the impossibility of access, any other hardware or software defects related to the Website or any wrongful settings of the computer-system of the User. Any downloading or other receipt of Information and data by the User from the website shall be at the User's own risk. Siemens accepts no liability for the data and Information in particular in relation to its usability, correctness, completeness and absence of any virus.</p>
8.3	<p>Any use shall be at the sole risk of the User. Any liability of Siemens for any damage resulting from the use of the website, particularly in relation to interruption of operation, loss of profit, loss of information and data as well as consequential or indirect damages is hereby excluded.</p>
8.4	<p>Any liability of Siemens for damage by virus, Trojan horses, hoax virus or similar programs as well as for programs or program parts or codes resulting in similar limitations, destruction or stopping of systems or parts of systems is hereby excluded. The User shall itself ensure that the necessary steps are taken to protect against viruses and other destructive data.</p>
8.5	<p>Any liability of Siemens for defective or incomplete transport of orders, manipulation of ordering information by third parties, particularly by unauthorised access to networks and systems of Siemens, or any liability for the non-transport of</p>

	orders is hereby excluded.
8.6	The aforesaid shall not apply if liability is mandatory, e.g. in accordance with the Product Liability Act, in case of intent, gross negligence, fatal or personal injury, the assumption of a guarantee for the condition of an item or breach of essential contractual duties. Claims for compensation with respect to the violation of essential contractual duties are, however, limited to the foreseeable damage typical of a contract, unless liability is mandatory in case of intent, gross negligence or fatal or personal injury. This limitation shall not imply a change in burden of proof to the detriment of the User.
8.7	Insofar as Siemens provides telecommunication services the liability of Siemens for any financial loss not caused by any wilful act is limited to DM 25,000 in each case. The maximum amount shall be reduced proportionately in the event that the total sum of all claims for liability by injured parties in one case exceeds an amount of DM 20 million.
9.	Applicable Law, Jurisdiction
	These Conditions and the use of Information shall be subject exclusively to German Law excluding any provisions requiring referral to the laws of other legal jurisdictions. The United Nations Convention on the International Sale of Goods is hereby excluded. The place of jurisdiction shall be Nuremberg insofar as the User is a merchant, a legal entity of public law or is a special asset of Public Law or if the User has no place of jurisdiction within the Federal Republic of Germany.
10.	Miscellaneous
10.1	Insofar as any notice, declaration or action is subject to a date or time limitation or requirement the date and time of the Siemens server shall be binding unless the User can prove that the notice or declaration was provided or the action undertaken at another time.
10.2	If any provision of these Conditions becomes partly or fairly ineffective or is held to be invalid by a competent court having final jurisdiction thereover, all other provisions shall remain in full force and effect. The said invalid provision shall be substituted by the legal regulation.