

## Technical elaborations

### Protection of copyright, limitation of liability

#### I. Copyright:

All contents of this work - especially the technical drawings, sketches, graphics and photos - are protected by copyright.

The right of publication, distribution, editing and translation is reserved by the Issuer. Expressly excepted from this are specially marked, licensed works or works created for specific projects or public tenders; these may be used in accordance with the conditions of use stated under point II.

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#### **Note:**

**Anyone who violates copyright law is liable to prosecution in accordance with the relevant legal provisions and will also be warned at a charge and must pay damages.**

#### II. Terms of use:

**The Issuer** is a company of the Amiblu Group.

**The User** is the recipient of the work created by Amiblu.

#### Preamble

The Amiblu Group is the world's largest manufacturer and technology partner of glass fibre reinforced plastics (GRP) pipe systems and GRP solutions. The Issuer provides works in the form of technical elaborations for projects and public tenders for the use of Amiblu GRP products.

#### 1. Legal relationship between Issuer/User:

The use of the work (e.g. the technical elaboration) does not constitute a consultancy or information contract between the Issuer and the User. In this respect, the User has no contractual or quasi-contractual claims against the Issuer.

## 2. Object

The Issuer is the owner of the exploitation rights for the **elaborations, technical drawings, sketches, graphics and photos** (hereinafter referred to as "**Works**") produced by its employees or by third parties on its behalf.

The Issuer shall make the Works available to the User in accordance with the following Terms of Use, and the User acknowledges and expressly agrees to comply with them.

## 3. Granting of rights

3.1 The Issuer grants the User the non-exclusive right to use, reproduce, distribute and make available to the project participants the Works for the planning of the respective project or the respective call for tenders. Any other use of the Works requires the prior written consent of Amiblu.

3.2 Editing or alteration of a Work, such as shortening, splitting, combining with other Works, may result in the function expected by the User no longer being guaranteed. Therefore, the User is strongly recommended to agree with the Issuer on any changes.

3.3 The User shall not be entitled to use the Works for the planning of other than the respective project or the respective tender and shall in particular not be entitled to use the Works in such a way that competitors of Amiblu are thereby favoured (e.g. use for third party products, i.e. GRP products not supplied by Amiblu or products made of other materials (not GRP)).

## 4. Rights and obligations of the Issuer

4.1 The Issuer transfers the Works to the User in digital and/or physical form (printout).

4.2 The Issuer is further entitled to transfer the Works to third parties in any form whatsoever.

## 5. Rights and obligations of the User

5.1 The User is not entitled to use the Works for any other purpose than that agreed with the Issuer (e.g. tender, defined project, use of technical documents (data sheets, system drawings) in project documents).

5.2 The User is not obliged to exercise the rights granted to it under point 2. "Object".

5.3 The User is obliged to leave or attach the following copyright notice in a visible place on every reproduction of the work:

*"© Copyright August 2020 - Copyright notice. See terms of use at [www.amiblu.com](http://www.amiblu.com)."*

## 6. Transferability/sub-licensing

6.1 The User is not entitled to transfer the rights granted to it in relation to the Works to third parties or to grant sublicenses for these, unless the Issuer has given its express written consent in advance.

6.2 Insofar as the User in individual cases makes dispositions pursuant to point 5.1, the User, in addition to the acquirer/sub-user, shall remain jointly and severally liable to the Issuer to the full extent for compliance with all obligations in connection with the Works and for all damages resulting from non-compliance with such obligations by the acquirer/sub-user (admission of debt).

## 7. Warranties of the Issuer

The Issuer declares that it holds the rights of use of the Works and is in particular entitled to grant third parties rights of use or licences to exploit the Works.

## 8. Limitation of liability of the Issuer

8.1 The services provided are subject to the general conditions of sale of Amiblu, available at <https://www.amiblu.com/wp-content/uploads/GTC-Amiblu-EN.pdf> .

8.2 Amiblu expressly points out that the technical elaborations are of a theoretical nature. The results can only be achieved in practice if the assumptions correspond to the real construction site conditions on site.

8.3 The documents have been prepared reliably and carefully in accordance with Amiblu's expert opinion. Amiblu does not guarantee the completeness and correctness of the technical contents. This concerns especially the use of non-Amiblu products or the use of the elaboration/works for other (not agreed) projects and tenders.

8.4 The documents prepared by Amiblu are a service in the project planning or execution phase and usually become part of the project documentation. Amiblu shall not be liable for the applicability of the calculation results in case of deviations from the underlying assumptions. In particular, Amiblu assumes no liability if the Works are applied to third party products, i.e. GRP products not supplied by Amiblu, or products made of other materials (not GRP).

8.5 The Issuer creates the Works for a specific project, a specific tender and assumes the exclusive use of Amiblu/Flowtite/Hobas products. The Issuer shall not assume any liability whatsoever in the event that the Works are not used as intended.

## 9. User fee

Until further notice, the Issuer waives the collection of a user fee for the Works. However, it reserves the right to demand reimbursement from the User for the expenses it has incurred in connection with the creation of the Works, in particular if the order is placed with a third party due to the User's use of the Works in a manner not in accordance with the agreement (e.g. for non-Amiblu products).

## 10. Duration

These Terms of Use are valid for an unlimited period of time until further notice.

## 11. Other provisions

11.1 The place of performance for the Issuer and the User is the registered office of the Issuer. All disputes arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the court with jurisdiction over the subject matter at the registered office of the Issuer.

11.2 These Terms of Use shall be governed exclusively by the local law of the country of the Issuer, to the exclusion of the referral norms contained therein.