

Terms of Use for the Client Exclusive Section of UTA

1. Preamble

In their respectively valid version, the present terms and conditions serve as supplement to the General Terms and Conditions of UNION TANK Eckstein GmbH & Co. KG (UTA) and regulate the access to and use of the Client Exclusive Section of UTA and the contents provided therein.

2. Scope of application / Validity

UTA customers may register online at www.uta.com for the Exclusive Section. After registration, the access data for the online Exclusive Section are transmitted by e-mail to the address supplied. Accordingly, when registering, the Customer undertakes to provide exact details in full and to correct the transmitted data appropriately should these alter. Upon registration, the Customer declares its consent to the terms of the present supplementary agreement. This shall also apply to all other users for whom the Customer's administrator grants access to the Customer Account.

3. Use of the UTA Exclusive Section and Guarantee

The UTA Exclusive Section is used at the Customer's risk. UTA does not guarantee that the Internet page is always available. In particular, with adjustments and/or measures that serve to avert or eliminate errors or functional problems, the system might well be unattainable for a temporary period of time. UTA bears no responsibility for other companies' contents and services that are set by link and/or on offer. UTA only provides access thereto. There are neither rights nor obligations in respect of UTA to be derived from transactions with third parties.

4. Liability and Compensation for Damages

UTA does not guarantee for the topicality, accuracy, completeness or quality of the information provided. Claims to liability against UTA for tangible or intangible damages caused by the use or the non-use of the information on offer and/or the use of defective and incomplete information shall be fundamentally ruled out, unless there is evidence of wilful or grossly negligent fault on the part of UTA. All offers are subject to change. UTA is entitled at all times to amend, supplement or delete the contents of the present supplementary agreement without prior notification. By using the UTA Exclusive Section, the Customer declares its consent to the amendments. If services of third parties are used, UTA shall bear no liability for their qualitative or quantitative availability.

5. Copyrights, Trademark Law and Rights of Use

UTA aims to give due consideration to the copyrights for the images, artwork, logos and texts used in all publications. All trademarks and brand names featured in the Exclusive Section of UTA and possibly protected by third parties are unrestrictedly subject to the provisions of the respectively valid trademark law and titles of the registered owners. The copyright for items published and drawn up by UTA itself remains solely with UTA. Any duplication or use of images, artwork, logos and texts in other electronic or printed

publications is not permitted without the express consent of UTA. By registering for the Exclusive Section of UTA, the UTA Customer is granted the simple, non-transferable and non-exclusive right to use the services and contents of the Exclusive Section of UTA. Furthermore, the UTA customer acquires no rights or licences whatsoever to the area contents.

6. Data Protection

UTA undertakes to treat all identifiable personal data in conformity with statutory data protection regulations. The UTA customer agrees that the personal user data notified upon registration and necessary for the use of the Exclusive Section of UTA are saved with and processed by UTA in order to handle the process of use and for statistical purposes.