

Terms of Use of Website and Website Downloads

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Terms of Use

of Website and Website Downloads



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1. Terms and Rights of Use

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The user shall not transfer any software, documentation or any other information to any third party. The user shall not modify, reverse engineer or translate neither the software nor its documentation, nor disassemble any parts of it, unless stringent provisions of law permit anything different. It is permitted to create a backup copy of the software, if this copy is required to secure a future use based on these rights of use.

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Any liability for defects in quality and title is excluded – except in the case of intent and fraud – regarding the software, documentation and other information provided free of charge, especially for its correctness, faultlessness, completeness, absence of third party rights and/or usability as well as for damages or viruses from using our website or from downloading data.

The Murrelektronik Software shall not be used during or in connection with the operation of Nuclear Plants, Airplanes, Communication Systems, in Flight Monitoring, Life-support Devices of other machines; in such applications, a fault in the Murrelektronik Software may cause death, injuries, or serious damage to property and environment.

3. Copyright

Content, design and structure of our internet offer is protected by trademark and/or copyright law and we explicitly reserve all property rights. In particular copying, processing, distribution and any kind of utilization shall require our written consent unless, according to the legal provisions, this measure is not permitted without requiring consent.

Hyperlinking on our websites, especially deep linking, inline linking and framing, is only permitted with our prior written consent. It is not permitted to set a link on this website, if this is only used for cross-referencing. The service provider reserves the right to revoke the permission. It is not permitted to frame this website.

4. Disclaimer

The information provided on this website has been compiled with the utmost care and we are reviewing it continuously. However, we cannot guarantee the correctness, up-to-dateness, completeness and permanent availability. Binding information, advice, recommendations or explanations will only be given in the context of individual communication. We are only responsible for our own content of our websites according to the general legal provisions.

Our offer also includes links to third party websites, the content of which we cannot influence. We do not adopt these contents by any means and we are not liable for them. Only the relevant provider of the websites is responsible for the content of the linked pages. Therefore, we are not liable for illegal, faulty or incomplete contents and for damages that were caused by using the content behind the link. We did not notice any illegal content of the linked pages. However, without any clear indication of a violation of law, a later check of the content at any time is not reasonable. Please inform us immediately, if our links lead to websites where content seems suspicious. As soon as we come to know about any violation of law due to the content of the linked pages, we will immediately remove such links. This declaration applies to all links contained in our pages.

Errors may occur when digitalizing data. By using different internet browsers and due to individual software settings, there may be deviations in the display of the content. The user uses the internet at their own risk. The service provider is not liable for any technical failure of the internet and/or internet access.

We reserve the right to, at any time, change, complement or reduce our internet offer including these terms of use, or to discontinue it completely. We also do not guarantee that the content of our internet offer is suitable for the users and their purposes.

5. Obligation of the User to Observe the Export Control Regulations

The user is responsible for using the software, documentation and other information received from Murrelektronik only when observing all applicable export regulations of the country, where the user received this software, documentation and other information, in particular in the United States of America. Further information and a list of the export regulations applicable outside Austria is available from the Federal Ministry for Science, Research and Economy (Bundesministerium für Wissenschaft, Forschung und Wirtschaft), Stubenring 1, A-1010 Wien, or at <http://www.bmwf.wg.at/Aussenwirtschaft/exportkontrolle-online/Seiten/default.aspx>.

The user shall completely release Murrelektronik from all claims that are asserted from authorities or other third parties against Murrelektronik because the user did not comply with the above mentioned obligations arising from the export control regulations and the user shall compensate Murrelektronik for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the user. This provision does not imply a change in burden of proof.

6. Side Agreements, Place of Jurisdiction, Applicable Law

Side agreements must be in writing. Place of jurisdiction is Vienna, Austria, if the user is a merchant in the sense of the Austrian Commercial Code (Unternehmensgesetzbuch).

Our internet offer is designed for the area of the Republic of Austria and is created on the basis of the Austrian legislation. We are not liable if our internet offer is suitable, usable and legally admissible for users from other countries.

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In addition, our Privacy Policy is applicable and can be downloaded on the Murrelektronik Website in the section "Legal".

These terms are subject to Austrian law, the UN Convention on the International Sale of Goods from 11. April 1980 (CISG) shall be excluded.