

General Terms and Conditions of Use for the Used Machine Portal of Putzmeister Mörtelmaschinen GmbH (as at 11/2010)

Putzmeister Mörtelmaschinen GmbH (hereinafter referred to as "Putzmeister") provides mortar machine service companies (hereinafter referred to as "Partners") with a database enabling the Partners to place advertisements on the Internet for the sale of used mortar machines, for viewing by third parties.

For this purpose, these Terms and Conditions of Use apply, and the Partner declares its agreement to them on registering for the online service. Any terms and conditions of the Partner to the contrary are hereby expressly rejected.

I. Performances by Putzmeister:

1. Putzmeister shall provide an input template, which the Partner may use free of charge to place advertisements and through which third parties can view the advertisement via the Internet.
2. Putzmeister is not party to any purchase or other contract between the Partner and any third party. Putzmeister is not an agent between the Partner and any third party.
3. "Partner" for the purpose of these terms and conditions may only be a company, not a consumer.
4. Putzmeister is entitled, without giving a reason, not to place an advertisement, or to remove advertisements already placed at any time, or to temporarily limit access to advertisements.
5. Putzmeister does not assure the Partner of any minimum availability rate of the database to third parties.

II. Obligations of the Partner:

1. The Partner is fully and solely responsible for the content of its advertisement and confirms that he is entitled to pass on such content – including any images – to Putzmeister. The Partner furthermore gives assurance that it will only publish content which is true and not in breach of any applicable law, etiquette or rights of third parties.
2. The Partner expressly agrees to the content of an advertisement being published on the Internet and to the necessary activities by Putzmeister (archiving, storage, etc.) being carried out.
3. The Partner is obliged to keep the data transferred to Putzmeister, and the advertisement itself, up to date at all times. Putzmeister reserves the right to invoice the Partner for any expenditure incurred by Putzmeister in respect of maintenance for the Partner and its advertisement (deletion of data, processing of enquiries, etc.).
4. The Partner is obliged to design its advertisement so as to ensure compliance with the legal regulations (e.g. with regard to provision of the information legally required for publication).
5. The Partner shall indemnify Putzmeister against any claims of third parties against Putzmeister or in connection with the advertisement.
6. The Partner is obliged to keep its data safe at all times, e.g. in the case of deletion of advertisements by Putzmeister.

III. Limitation of liability:

1. Putzmeister does not accept any liability whatsoever, unless there is a case of gross negligence or malicious intent on the part of Putzmeister.
2. The exclusion of liability shall not apply in the case of breach of essential contractual obligations or in respect of claims based on wilful or negligent injury to life and limb and health.

3. Any exclusion of liability on the part of Putzmeister also applies to its legal representatives and employees.

IV. General provisions:

1. The contractual relationship arising through online registration by the Partner and a declaration of acceptance made by Putzmeister which is in Putzmeisters own absolute discretion, may be terminated by either party subject to giving written notice of 5 working days (excluding Saturdays).

2. The law in force in the Federal Republic of Germany shall apply exclusively. The uniform sales convention (CISG) shall not apply. The whole or partial invalidity or impracticability of one or more of these provisions shall not affect the validity of the remaining provisions.

3. The place of execution shall be 72631 Aichtal.

4. Stuttgart shall be the exclusive place of jurisdiction for all disputes arising from this contractual relationship. Putzmeister shall be entitled and reserves the right to appeal to any other competent court in accordance with the legal regulations.

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