

General Terms and Conditions of Use for Internet Sites and Their Contents of Mitutoyo Europe GmbH

1. Area of Application

1.1. The use of these Internet pages (hereinafter known as the "Mitutoyo Web site") provided by Mitutoyo Europe GmbH (hereinafter known as "Mitutoyo") is permissible solely and exclusively on the basis of these Terms and Conditions. These General Terms and Conditions of Use may, in individual cases, be amended, modified, or replaced by other terms and conditions, e.g., for the purchase of products and/or services.

1.2. The Mitutoyo Internet site is intended solely and exclusively for companies in the sense of Section 14 BGB (German Civil Code).

1.3. If and when the user, in using the Mitutoyo Web site, is acting as or on behalf of a company, i.e., in the exercise of a commercial or self-employed professional activity, or on behalf of a public corporation, Section 312e, Subsection 1, Sentence 1, Items 1-3 BGB shall not apply.

2. Services, Product Descriptions

2.1. Mitutoyo maintains certain information and documents for viewing or for downloading on the Mitutoyo Web site. Although Mitutoyo strives at all times to prevent the occurrence of viruses on the Mitutoyo Web site, Mitutoyo shall not be responsible for insuring that the Web site is free of viruses. Before downloading information and documents, the user shall provide appropriate security measures and virus scanners, both for his own protection and to prevent the occurrence of viruses on the Mitutoyo Web site.

2.2. Mitutoyo is entitled to suspend operation of the Mitutoyo Web site – independently of technical availability – in whole or in part at any time. Due to the characteristics of the Internet and of computer systems, Mitutoyo is not responsible for insuring uninterrupted availability of the Mitutoyo Web site.

2.3. Any reference to standards, similar technical regulations and technical information, descriptions, and pictures of the Mitutoyo products in the Internet presentation shall be deemed information regarding the properties of the Mitutoyo goods only if and when Mitutoyo has expressly declared the property to be a "property" of the goods; in any and all other cases, such information shall be interpreted as a *non-binding* general description of performance.

2.4. Access to information and documents on the Mitutoyo Web site from countries in which this access is illegal is prohibited.

3. Registration, Password

3.1. Some of the pages of the Mitutoyo Web site may be protected by password. Access to these pages is possible for registered users only in the interest of the security of business transactions. No one shall have a claim to a registration by Mitutoyo and consequently access to the site. In particular, Mitutoyo reserves the right to subject previously freely accessible Web pages to a registration obligation.

3.2. Mitutoyo is entitled at any time to revoke the access authorization by blocking the access, without being required to give reasons, in particular if and when

- the user provided false data during the registration;
- was in violation of these Terms and Conditions or his diligence obligations in handling the access data; or
- has not used the Mitutoyo Web site for a longer period of time.

3.3. If registration is required, the user is obligated to provide truthful information for the registration and to notify Mitutoyo immediately in written or text form of any later changes in this information.

3.4. The user shall secure the resources and functions on his part so that he will actually receive e-mails sent by Mitutoyo to the e-mail address he has provided.

3.5. Upon successful completion of his registration, the user will receive a user name and a password (hereinafter also known as "user data"). The user shall change the password sent to him by Mitutoyo to a password known only to him when he accesses the site for the first time. The user data enable the user to view or modify his data or, as appropriate, to revoke or expand authorizations entered in Mitutoyo's data processing system.

3.6. The user shall insure that the user data are not made accessible to third parties; in the event of a culpable breach of the above obligation, he shall be liable for any and all orders and other activities conducted using the user data. The user shall log out of the section protected by the password after every use. If and when the user becomes aware that third parties are improperly

using the user data, he is obligated to notify Mitutoyo immediately in writing, if necessary, initially per e-mail.

3.7. After receipt of notification pursuant to Clause 3.6., Mitutoyo will block access to the section protected by password using these user data. The blocked access can be restored only by separate written application of the user to Mitutoyo or after renewed registration.

3.8. The user may at any time request in writing the deletion of his registration, provided that the deletion does not adversely affect the processing of ongoing contractual relationships. In this case, Mitutoyo will delete all of the user data and any and all other personal data of the user which have been stored as soon as these data are no longer required for the processing of contracts.

4. Rights of Use to Information and Documents

4.1. The use of the information and documents provided on the Mitutoyo Web site is subject to these Terms and Conditions or, when information and documents are updated, to pertinent terms and conditions of licensing previously agreed with Mitutoyo. Separately agreed terms and conditions of licensing shall have priority over these Terms and Conditions.

4.2. Mitutoyo hereby grants to the user a non-exclusive and non-transferrable right to use the information and documents made available on the Mitutoyo Web site in the expected scope as has been agreed, or, if there has been no agreement, in accordance with the purpose, discernible to the user, pursued by Mitutoyo in providing and making available the information and documents.

4.3. The user may not at any time distribute, lease, or in any other manner relinquish to third parties either information or documents. Unless otherwise permitted by compulsory legal provisions, the user may not modify the documents, nor may he take excerpts from them.

4.4. The information and documents are protected by copyright laws and by international copyright treaties as well as by other laws and agreements related to intellectual property. The user shall comply with these rights; in particular he will not remove alphanumeric identification, trademarks, and copyright marks from either the information or the documents.

4.5. The above provisions are in other respects without prejudice for Section 69a and the following sections of the German Copyright Law.

5. Intellectual Property

5.1. Regardless of the special provisions in Clause 4 of these Terms and Conditions, information, word and figurative marks (logos), and other contents of the Mitutoyo Web site may not be changed, copied, reproduced, sold, leased, used, modified, or otherwise exploited without the prior written consent of Mitutoyo unless this is in conformity with the purpose, discernible to the user, pursued by Mitutoyo in providing the information or forms.

5.2. With the exception of the rights of use or other rights expressly granted here, no other rights of any kind, in particular to the company name, Mitutoyo trade marks, in particular those on the Mitutoyo Web site, and to industrial property rights such as patents, utility models, or trade marks are granted to the user, nor is Mitutoyo obligated to grant any such rights.

6. User's Obligations

When using the Mitutoyo Web site, the user may not:

- cause damage to persons, especially minors, or violate their personal rights;
- violate public morals through his usage conduct;
- violate industrial property rights and copyrights or any other property rights;
- transmit content with viruses, so-called trojans, or any other programming which could damage software;
- enter, save, or send hyperlinks or contents to which he is not entitled, in particular if and when such hyperlinks or contents violate confidentiality obligations or are illegal;
- distribute advertising or unsolicited e-mails (so-called "spam") or false warnings of viruses, malfunctions, or similar messages, or encourage participation in games of chance, snowball systems, chain letters, pyramid games, and comparable actions;
- support third parties in the conduct of activities of the above-mentioned nature.

6.1. Mitutoyo may block access to the Mitutoyo Web site at any time, in particular if the user is in breach of his obligations under these Terms and Conditions.

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7. Hyperlinks / Disclaimer

The Mitutoyo Web site may contain hyperlinks to third-party Web sites. Mitutoyo does not assume any responsibility for the contents of such Web sites nor does Mitutoyo claim these Web sites and their contents as its own because Mitutoyo does not control the linked information and is also not responsible for the contents and information maintained on these sites. The user uses such sites at his own risk.

8. Liability for Legal and Material Defects

8.1.

If and when information, software and documents are offered free of charge, liability for material and legal defects of the information and documents, in particular for their correctness, freedom from error, up-to-dateness, freedom from third-party industrial property rights and copyrights, completeness, and/or usability, is excluded, except in cases of intent or fraud or injury to body, life, or health and for the breach of material contractual obligations (i.e., contractual obligations which the user can and does expect us to fulfill in every case due to the nature of the legal transaction), as is the assumption of a procurement guarantee.

8.2.

However, damage compensation due to breach of material contractual obligations is limited to the foreseeable damage or loss typical of the contract, except in cases of intent, fraud, or gross negligence.

8.3.

The above regulations in Clauses 8.1. and 8.2. do not involve a change in the burden of proof to the disadvantage of the user.

9. Export Control

9.1.

The export of certain information and documents may be subject to approval by the responsible authorities due to, for instance, their type or intended use or final destination. The user shall comply strictly with the export regulations and embargos pertinent for the information and documents, in particular of the EU or EU member states or, as applicable, of the USA.

9.2.

The user shall check and insure in particular that

- the provided information and documents will not be used for arms-related use or for use in nuclear or weapons technology or other military purposes;
- no companies and persons named in the US Denied Persons List (DPL) will receive goods, software, and technology of US origin;
- no entities or persons named on the US Warning List, US Entity List, or US Specially Designated Nationals List will be supplied without authorization with goods originally produced in the US;
- the early warning signs provided by the relevant German or national authorities of the country of the user will be observed.

9.3.

Information and documents provided by Mitutoyo may be accessed and used only if they are in conformity with the reviews and assurances described in Clauses 9.1. and 9.2.; otherwise, Mitutoyo shall not be obligated to the performance.

10. Data Protection

10.1.

Mitutoyo observes the applicable data protection provisions in collecting, using, and processing the user's personal data on the Mitutoyo Web site. The collected data will not be sold or passed on for other reasons to third parties.

10.2.

When using the Mitutoyo Web site information on the access will be stored. These involve for example date, time and duration of the access, accessing computer's hostname (IP address), previously visited internet sites, type and version of the browser, operating system and accessed data. They are only used for statistical purposes. Mitutoyo cannot allocate the data to a specific person.

10.3.

Further personal data will be stored only if they are transmitted to Mitutoyo, for example via e-mail or contact form. Mitutoyo uses these data only for handling the user's request. In this case further data (e.g. IP address) will be saved to prevent misuse. The user declares his consent thereto when transmitting data. This consent can be revoked at any time.

10.4.

The user has got the following rights at any time: to be informed on the personal data stored, on the receiver and the source of such data and the purpose of storing the data. Furthermore the user can request deletion and/or correction of personal data at any time. If the consent is revoked pursuant to Clause 10.3. Mitutoyo deletes the data on its own accord.

10.5.

Mitutoyo uses at several places so-called "cookies" on its Web site. Cookies serve to increase usability, effectiveness and security of the Web site. Cookies are small text files which are saved by the browser on the user's PC. They cause no damage and do not contain viruses.

11. Subsidiary Agreements, Jurisdiction, Proper Law

11.1.

Subsidiary agreements shall not be effective unless in writing. This provision shall also apply to the waiver of the requirement of written form itself. Oral agreements or oral amendments or modifications are null and void.

11.2.

Courts at the place of business of Mitutoyo shall have jurisdiction for any and all disputes arising in relation to this agreement. The above provision shall also apply if the domicile or usual residence of the contract partner is unknown or in a foreign country at the time the legal action is brought.

11.3.

The Mitutoyo Web site is operated by and is the responsibility of companies located in Germany. Mitutoyo does not assume any responsibility for the fact that information and documents from the Mitutoyo Web site can be viewed or downloaded at places outside of Germany. If and when users from outside Germany access the Mitutoyo Web site, they are themselves solely and exclusively responsible for their compliance with the relevant provisions under the laws of their country.

11.4.

Sole proper law is the law of Germany, excluding application of the UN CISG.

11.5.

In the event that any present or future provision of this utilization agreement is or becomes ineffective/invalid or impossible to perform, in whole or in part, the validity of the remaining provisions of the agreement shall not be affected.

11.6.

The change service for these Terms and Conditions of Use is conducted on the Web site www.mitutoyo.eu.