



the optimization company

Terms of Use

**FE-DESIGN GmbH, Haid-und-Neu-Str. 7, 76131 Karlsruhe, Germany
(hereinafter "FE-DESIGN")
for the Website www.fe-design.de and accordingly www.fe-design.com**

I. Scope

1. FE-DESIGN provides on its website www.fe-design.de and accordingly www.fe-design.com (the "Website") to registered users (hereinafter "User") confidential information and data available for download. It also allows Users to upload data. These Terms of Use apply for use of the Website by every registered User.
2. Conditions for the permission to download and upload data and information, are that the User accepts these Terms of Use by clicking the appropriate buttons.
3. FE-DESIGN reserves the right, at any time, to update, make improvements and / or change the content of the Website. This is done without prior notice.
4. FE-DESIGN reserves the right to modify these Terms of Use at any time by notifying the User in writing. The User may reject such changes within one month after receipt of notice by notifying FE-DESIGN in textform. If the User does not reject in due time, after this one-month period the changes shall become effective and binding. FE-DESIGN will explicitly inform the User in connection with any notice of changes about this legal consequence. The current Terms of Use are retrievable on the Website.
5. Terms and conditions of the User, different or contrary to these Terms of Use, shall not apply; this also applies even if FE-DESIGN does not expressly contradict the terms and conditions of the User.

II. Registration

Each User is obligated at registration, to provide only real data, especially concerning its company, first and last name, its address and e-mail address. A violation of this obligation entitles FE-DESIGN to block and / or delete the respective User's account and to revoke the right to use the Website by the User.

III. Services

FE-DESIGN provides the User information in the area of FEM based structural optimization and in the field of CAE/CAD on the topics of methodology and product development. It involves carefully selected information of FE-DESIGN, as well as information from third parties, that of which can be uploaded to the Website of FE-DESIGN; FE-DESIGN is not responsible for such third-party information.

IV. Use of Role

1. FE-DESIGN provides users the opportunity to take advantage of various download offers. It classifies users in different roles. The User's accessibility to the information and the data on the Website and with this the affiliation of the User to the individual roles thereby depends on different criteria, such as what type of customers the users are, what information could be of interest to them and to which privacy protection the information and data are subject, since the information and data provided concern confidential and project-related information. FE-DESIGN can make a change at any time regarding the classification role of the User.
2. Users who are also customers of FE-DESIGN or have asked for a quotation of FE-DESIGN may, in addition to downloading data, also upload their own data onto the Website. Data provided to FE-DESIGN by way of an upload will be used solely for the purposes hereby pursued such as, for example, the creation of an offer for the User or to fulfil a contract between FE-DESIGN and the User.



V. Availability / Warranty

1. FE-DESIGN does not warrant constant availability and accessibility of the Website and is not responsible for any failure or unavailability of the Website.
2. FE-DESIGN allows the User a free use of the Website and its contents as well as the possibility to upload data. FE-DESIGN therefore assumes no warranty to the User in terms of availability and accessibility of the Website and for any defects in the use of the same.
3. The information provided on the Website is offered by FE-DESIGN solely for the purpose of information. It has been carefully researched, selected and compiled. However there is no warranty for the topicality, correctness and completeness of the information made available.

VI. Liability

1. FE-DESIGN is not liable for any damages, delays or obstacles of performance that lie outside their area of responsibility.
2. FE-DESIGN is not responsible for any damage, which is to due to an unsuitable, inappropriate or not intended use of the Website of FE-DESIGN.
3. FE-DESIGN shall only be liable for any damage, regardless of the legal grounds, if such damage was caused with intent or gross negligence or was culpably caused by FE-DESIGN in connection with a violation of life, body or health, or the failure to fulfil a guarantee, or if a defect was fraudulently concealed by FE-DESIGN.
4. Any further liability of FE-DESIGN is excluded. Liability under the German Product Liability Act remains unaffected.
5. The Website contains links to other websites of which FE-DESIGN has no control. FE-DESIGN has no influence on the content of this third party information website, which it has not appropriated for itself and for which FE-DESIGN is not responsible. A liability for the content of these websites by FE-DESIGN is therefore excluded.

VII. Rights to the Content of the Website / Confidentiality

1. All rights to the content of the Website and downloaded data and information on this subject are reserved to FE-DESIGN. Text, graphics, images and animations as well as their arrangement on this Website are subject to copyright and other intellectual property rights. The content of the Website including data and information that can be downloaded must not be copied, distributed, edited, modified, communicated to the public or made available to the public without the express prior consent of FE-DESIGN.
2. The User agrees to use the downloaded data and information from the Website only for its own internal purposes and not to disclose any of the data or information to any third parties. This data and information is confidential!

VIII. Termination

Any party may terminate the Terms of Use to the other party at any time. The authorization of use of the User ends with termination.

IX. Applicable Law

These Terms of Use are subject to the laws of the Federal Republic of Germany.

X. Severability

Should one or more provisions of these Terms of Use be or become ineffective or should these Terms of Use contain a gap, so shall the validity of the remaining provisions remain unaffected.