

General Conditions for the Provision of Internet Database Access with Individual Utilisation.

The firm of IPL Consultants b.v. (hereinafter referred to as IPL), in co-operation with Fraunhofer-Institut für Materialfluss und Logistik, makes available Internet webpage services with data via logistical systems.

The conditions for access to this information are set out below.

- 1 **Offer, processing time**
The offer shall set out the conditions for access to the databases specified in the particular offer.
- 2 **Charges**
The charges shall take the form of a fixed price. Access shall be provided for a restricted period and a restricted number of queries. The duration of the period and the number of queries shall be specified in the particular offer. After the end of the period, access to the Internet database shall be blocked.
- 3 **Payment**
The payment recipient shall be IPL, in the Netherlands.
The place of payment shall be Veldhoven, The Netherlands.
- 4 **Value Added Tax**
Value Added Tax will be added in accordance with the statutory provisions.
- 5 **Result of research and development**
- 5.1 **Contents of the online service**
The Author (IPL) shall not be liable for the topicality, correctness, completeness or quality of the information provided. The Author shall not be liable in any way for damage, whether material or non-material, resulting from the use or non-use of the information provided or through the use of incorrect or incomplete information, unless it can be proved that the Author is guilty of an intentional act or omission or gross negligence. All offers shall be subject to change and without obligation. The Author explicitly reserves the right to alter, add to or delete parts of the pages or the entire service without notice or to temporarily or permanently suspend publication.
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This disclaimer of liability shall form part of the Internet offer from which reference is made to this page. Insofar as any parts of this text, or the individual wording, may not be in accordance with the prevailing legal situation, or shall no longer be in accordance with or fully in accordance with the prevailing legal situation, the content and validity of the other parts of the document shall not be affected.
- 6 **Liability**
The liability of IPL, or its authorised representatives or agents, resulting from any breach of contract or offence shall be limited to cases of intent, gross negligence, lack of a promised feature and breach of an obligation non-compliance with which would jeopardise the purpose of the contract.
- 7 **Retention of title**
- 7.1 The client shall only acquire the right to apply the results of its utilisation when the agreed payment has been made in full.
- 7.2 In the event of sale to a third party, the client shall transfer all rights arising from such sale to IPL with full legal effect.
- 8 **Publication, advertising**
The client shall be entitled to apply the results of its utilisation for specific projects or customers.
Use for any general publication shall only be permitted in consultation with IPL.
- 9 **Miscellaneous**
- 9.1 Subsidiary agreements, amendments and additions shall only be valid if made in writing.
- 9.2 The place of performance and payment shall be the offices of IPL in Veldhoven, The Netherlands.
- 9.3 The laws of the Netherlands shall apply.