

Terms and conditions of use for electronic documentation

I. Protection rights and scope of use

The file of your choice is subject to safeguarding provisions. Festo or third parties have protection rights for this electronic documentation which Festo provides on portable data storage devices (e.g.: diskette, CD ROM, DVD, ...), as well as in Internet and/or Intranet, always referred to in the following as "electronic documentation". In so far as third parties have whole or partial right of access to this electronic documentation, Festo has the appropriate rights of use. Festo permits the user the use under the following conditions:

1. Scope of use

a) The user of the electronic documentation is allowed to use this documentation for his own, exclusively company-internal purposes on any number of machines within his business premises (location). This right of use includes exclusively the right to save the electronic documentation on the central processors (machines) used at the location.

b) The electronic documentation may be printed out on a printer at the location of the user as often as desired, providing this printout is printed with or kept in a safe place together with these conditions of use and other user instructions.

c) With the exception of the Festo Logo, the user has the right to use pictures and texts from the electronic documentation for creating his own machine and system documentation. The use of the Festo logo requires written consent from Festo. The user himself is responsible for ensuring that the pictures and texts used match the machine/system or the relevant product.

d) Further uses are permitted within the following framework: Copying exclusively for use within the framework of machine and system documentation from electronic documents of all documented supplier components.

Demonstrating to third parties exclusively under guarantee that no data material is stored wholly or partly in other networks or other data storage devices or can be reproduced there. Passing on printouts to third parties not covered by the regulation in item 3, as well as any processing or other use are not permitted.

2. Copyright note

Every "electronic document" receives a copyright note. This note must be included in every copy and in every printout.

Example: © 2006, Festo AG & Co. KG, D-73726 Esslingen, Germany

3. Transferring the authorization of use

The user can transfer his authorization of use in the scope of and with the limitations of the conditions in accordance with items 1 and 2 completely to a third party. The third party must be made explicitly aware of these conditions of use.

II. Exporting the electronic documentation

When exporting the electronic documentation, the user must observe the export regulations of the exporting country and those of the purchasing country.

III. Guarantee

1. Festo products are being further developed with regard to hardware and software. The hardware status and, where applicable, the software status of the product can be found on the type plate of the product. If the electronic documentation, in whatever form, is not supplied with the product, i.e. is not supplied on a data storage device as a delivery unit with the relevant product, Festo does not guarantee that the electronic documentation corresponds to every hardware and software status of the product. In this case, the printed documentation from Festo accompanying the product is alone decisive for ensuring that the hardware and software status of the product matches that of the electronic documentation.

2. The information contained in this electronic documentation can be amended by Festo without prior notice and does not commit Festo in any way.

IV. Liability/limitations of liability

1. Festo provides this electronic documentation in order to assist the user in creating his machine and system documentation. In the case of electronic documentation which in the form of

portable data storage devices does not accompany a product, i.e. which is not supplied together with that product, Festo does not guarantee that the electronic documentation separately available / supplied matches the product actually used by the user. The latter applies particularly to extracts of the documents for the user's own documentation.

The guarantee and liability for separately available / supplied portable data storage devices, i.e. with the exception of the electronic documentation provided in Internet/Intranet, is limited exclusively to proper duplication of the software, whereby Festo guarantees that in each case the relevant portable data storage device or software contains the latest status of the documentation. In respect of the electronic documentation in Internet/Intranet it is not guaranteed that this has the same version status as the last printed edition.

2. Furthermore, Festo cannot be held liable for the lack of economic success or for damage or claims by third parties resulting from the use of the documentation by the user, with the exception of claims arising from infringement of the protection rights of third parties concerning the use of the electronic documentation.

3. The limitations of liability as per paragraphs 1 and 2 do not apply if, in cases of intent or wanton negligence or the lack of warranted quality, liability is absolutely necessary. In such a case, the liability of Festo is limited to the damage recognizable by Festo when the concrete circumstances are made known.

V. Safety guidelines/documentation

Guarantee and liability claims in conformity with the regulations mentioned above (items III. and IV) can only be made if the user has observed the safety guidelines of the documentation in conjunction with the use of the machine and its safety guidelines. The user himself is responsible for ensuring that the electronic documentation, which is not supplied with the product, matches the product actually used by the user.