

TERMS OF USE

1. Scope of Application

These Terms of Use apply to the use of the dts-deutz.com website by registered users who are not consumers. The website is operated by DEUTZ AG (hereinafter referred to as "DEUTZ").

2. Confidentiality of Technical Information and Drawings

All technical information and drawings on this website are confidential information of DEUTZ or of DEUTZ suppliers ("INFORMATION"). This includes spare parts information, equipment data, part numbers and graphical representations.

Users undertake to treat the INFORMATION strictly confidential and not to make the INFORMATION available to third parties without the express written consent of DEUTZ and only to those employees of their own company who have a need to know. Users undertake that they and other persons in their company use the INFORMATION only and exclusively for the DEUTZ drives.

3. Trademarks and Copyrights

Users are obliged to respect the trademark rights of DEUTZ and third parties regarding all trademarks displayed on the website.

All information, documents or illustrations published on this website, including the design of this website itself, are the intellectual property of DEUTZ or its suppliers. Users are obliged to take ownership into account.

4. Liability

DEUTZ accepts no liability for the completeness, correctness or timeliness of the information that users become aware of in connection with the use of the website. The same applies in particular to all other websites referred to by hyperlink. The respective operators are solely responsible for the content of the linked websites.

Insofar as information on the website contains forward-looking statements, these statements represent assumptions by DEUTZ management that are subject to known and unknown risks and uncertainties. DEUTZ is therefore not liable for forward-looking statements. DEUTZ assumes no obligation to update forward-looking statements.

The liability exclusions and limitations of the users claims do not apply in the case of intent, gross negligence on the part of legal representatives or executive employees or in the case of culpable breach of essential contractual obligations. In the event of culpable breach of material contractual obligations, DEUTZ shall be liable - except in cases of intent and gross negligence on the part of legal representatives or executive employees - only for reasonably foreseeable damage typical of the contract.

5. Changes and Availability of the Website

DEUTZ reserves the right to discontinue operation of the website in whole or in part at any time or to make changes or updates to the Website or its contents at any time without prior notice. Due to the nature of the Internet and computer systems, DEUTZ does not warrant the uninterrupted availability of the Website.

6. No Waiver

If Users violate these Terms of Use and DEUTZ does nothing about this, DEUTZ shall nevertheless be entitled to exercise its rights under these Terms of Use in the event of one or more further violations.