

Additional Terms of use for the use of CAD/BIM data models

The current wording of the general conditions of use pertaining to the customer portal at alixis.de can be viewed and printed out under the "General terms and conditions" section found in the footer at www.alixis.de. The following special conditions of use apply additionally to the use of CAD/BIM data models in the "Download" module in the customer portal of ALIAXIS Deutschland GmbH, Steinzeugstrasse 50, 68229 Mannheim, Germany (henceforth ALIAXIS Deutschland). The General Terms of Payment and Delivery of ALIAXIS Deutschland are applicable to orders of products represented in the CAD/BIM data models.

I. Requirements for use, log in to use

1. In order access and use the "Download" module, it is necessary to log in via the customer portal of ALIAXIS Deutschland as a basic user. Acceptance of the general conditions of use for the customer portal at alixis.de is required in order to log in.
2. In order to view and download the CAD/BIM data models in the "Download" module, these special conditions of use must be accepted when opening the individual files. The current version of these special conditions of use can also be viewed under the "General terms and conditions" section in the footer at www.alixis.de.

II. Preliminary remarks, purposes of use and underlying conceptual understanding

1. "BIM" stands for "Building Information Modelling"; "CAD" for "Computer-Aided Design".
2. BIM is a more recent method for planning, executing and managing construction projects based on a database from which, among other things, a virtual civil engineering / building model (3D model) can be derived. Official or uniform technical standards for project planning with BIM do not currently exist. Accordingly, users of BIM and BIM part models / product models for integration into BIM models must check the interoperability of the individual components that are selected and used (as well as the present licensed items) and observe the specifications of the providers of the BIM part models / product models.
3. In the case of free-of-charge provision of CAD/BIM data models for individual products, e.g. for specialist planning, the providers of the CAD/BIM data models for individual products (as well as ALIAXIS Deutschland) shall not assume any contractual responsibility in connection with the CAD/BIM project implementation of and by the user himself, either towards the user or towards third parties in respect of the provided CAD/BIM data models for individual products. This requires a separate contractual agreement. In principle, therefore, CAD/BIM data models for individual products are provided free of charge on an "as is" basis and without warranties as to the characteristics of the files and products represented therein.
4. ALIAXIS Deutschland has no obligation to provide CAD/BIM data models of its products.
5. The CAD/BIM data models for individual products of ALIAXIS Deutschland, which the user can download as a file via the customer portal, are hereinafter also referred to as "licensed items".

III. Possibilities for use, content of the licensed items, and user's obligations

1. The licensed items (CAD/BIM data models) of ALIAXIS Deutschland may only be used with the processing programs that are suitable for the file format so as not to impair or destroy the integrity of the files and their ability to be used as intended. The file format is indicated in the respective file information, which the user can view prior to downloading.



2. ALIAXIS Deutschland does not verify and does not guarantee that the licensed item will work on or be compatible with the user's systems. It is the user's obligation to independently check and comply with the system requirements and interoperability specifications of ALIAXIS Deutschland for the licensed items.
3. The licensed items are only an approximate representation of the respective product of ALIAXIS Deutschland. ALIAXIS Deutschland therefore in particular does not guarantee that the modelling represented in the licensed items corresponds or will correspond 1:1 with the represented physical products. It is the user's obligation independently to verify product compatibility for his planned uses.
4. It is the user's obligation to check that any product information provided in the licensed items for the modelled products is complete and matches the official product information in the respective current product data sheets and product operating instructions of ALIAXIS Deutschland, which ALIAXIS Deutschland makes available in the customer portal or on request.
5. Furthermore, it is the user's obligation to check for himself that the licensed items selected by him and the products of ALIAXIS Deutschland represented therein are suitable for the user's purposes and the area of application. ALIAXIS Deutschland shall not make any selection decision for the user in regard to the licensed items or to the products represented in the licensed items for the user's planned purposes of use.
6. The licensed items are only intended for use in Germany and for projects in Germany.
7. The user shall use the licensed items for his project exclusively in accordance with the obligations set forth herein. As a condition precedent for the granting of the following right of use, ALIAXIS Deutschland requires that any other BIM project participants of the user may not use the licensed item without an additional agreement. In particular, the user is required to ensure that all participants in his BIM project sign contractual use and confidentiality agreements that protect the intellectual and industrial property rights of ALIAXIS Deutschland.
8. The user is required to inform his BIM project participants about these conditions for the use of the licensed items and ensure compliance with these conditions.

III. Granting of rights of use

1. ALIAXIS Deutschland hereby grants the user, as licensee, the right, limited in time, revocable, geographically limited, non-exclusive, non-transferrable and non-sublicensable, to use, reproduce and edit the licensed item in accordance with these conditions. Transmission of the licensed item to third parties outside of the purpose of use defined below is not permitted.
2. The right to use and process the licensed item is limited to the following purposes of use ("purpose of use"): implementation of the licensed item in the user's BIM model in accordance with the usage specifications under sections II and III of these conditions.
3. The right to reproduce the licensed item is limited to the installation of the licensed item on a computer system or network in the direct possession of the user or company user for the fulfilment of the purpose of use and to any reproduction that is necessary for loading, displaying, running, transferring and storing the licensed item, as well as to the right to make a backup copy of the licensed item by a person who is entitled to do so under section 69d (2) of the German Copyright Act (Urhebergesetz, UrhG).
4. The right to edit the licensed item is limited to maintaining or restoring the licensed item's functionality described in these conditions of use, and to fulfilling the purpose of use specified in these conditions of use.

5. The right to decompile the licensed item (or use similar methods) is granted only in line with the statutory conditions of section 69e (1) nos. 1 to 3 UrhG and in accordance with section 69e (2) nos. 1 to 3 UrhG.
6. No further rights of use, editing rights or exploitation rights are granted to the user for the licensed item; in particular any exploitation of the licensed item in return for payment is expressly prohibited.
7. Upon request and insofar as there is a legitimate interest in doing so, the user shall permit ALIAXIS Deutschland or a third party appointed by Aliaxis Deutschland to check whether the use of the licensed item is within the scope of the rights granted herein; the licensee shall to the best of his ability support the licensor in carrying out such a check.
8. The products and product information of ALIAXIS Deutschland that are represented in the licensed items are also protected by intellectual and industrial property rights. With the granting of the above rights of use for the licensed items (CAD/BIM files), the user is not granted any rights to these property rights pertaining to the products or product information represented in the licensed items.

IV. Confidentiality/nondisclosure

1. The user undertakes not to disclose to third parties any confidential information (including business secrets) which comes to his knowledge concerning the other party in connection with these conditions of use. Confidential information is information that is marked as confidential or whose confidentiality is evident from the circumstances, regardless of whether it was communicated in written, electronic, physical or spoken form. This also includes information obtained by the user in the course of using the licensed item. Information which (a) was obvious or known to the other party at the time of transmission or which has subsequently become so, (b) has been made available to the other party by third parties without any breach of law, or (c) the other party has developed itself without the use of confidential information shall not be confidential information in the above sense.
2. The confidentiality obligation under paragraph 1 shall not apply if the user is required by law or by a final and absolute i.e. non-appealable decision by a competent authority or court to disclose the confidential information. The user who is required to make such a disclosure shall inform ALIAXIS Deutschland of his disclosure obligation without undue delay.

V. Liability

1. The user's claims shall be null and void if the user has used or edited the licensed items contrary to the aforementioned purposes or outside of the specified technical requirements for use.
2. Unless agreed otherwise, any modification, editing and transmission of the licensed item for BIM project purposes in accordance with section I and section II of this agreement shall be at the sole risk of the user.
3. In all other respects, the liability provisions of the general conditions of use for the customer portal shall apply.
4. The English version of the preceding contract text is only a translation of the German version, and is provided for reference purposes only. In the event of any conflict or discrepancy between the English and German versions, the German version shall prevail (in all respects) and be treated as the correct version.

Last revised: April 2021