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1.1   The eCl@ss standard is an international data standard for a uniform and consistent classification and description of products, materials, systems and services (hereinafter "eCl@ss standard"). The eCl@ss standard consists of structural elements which are used for the classification (classification classes and keywords) and description of products (e.g. properties, units, values, blocks, aspects, etc.) and to each of which a globally unique identifier IRDI (International Registration Data Identifier) has been assigned according to ISO 29002-5.

1.2   eCl@ss e.V. is a non-profit organization that is constantly developing and disseminating the eCl@ss standard internationally across all sectors. Compliance with the conditions of use of the eCl@ss standard serves to support the sustainable further development and the assurance of uniform structures of eCl@ss and thus benefits all users of eCl@ss.

2.   Authorized sources of the eCl@ss standard

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3.3   The right of use of the Licensee shall include the following uses in particular:

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    5.1.2   The unchanged storage of such work results (e.g. as a product data file in the BMEcat format, in other XML formats or as Word, Excel, PDF, or other file) on a computer system, in a mail box or in a database in the recipient's company;

    5.1.3   The unchanged printouts of such work results (e.g. as a PDF product data sheet);

    5.1.4   The unchanged transfer of the work results to third parties, provided that the information contained therein and the information on the license obligation of the eCl@ss standard is transferred in an equal manner.

5.2 A licensed use by the receiver of product data or product data files which requires the aforementioned own procurement of the eCl@ss standard, however, is the case if these product data or product data files have been explicitly requested with a full or partial description of eCl@ss structural elements.

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6.2 A work result that was obtained through connecting and/or mixing eCl@ss with other standards may only be transferred or made available to third parties, when the use of the eCl@ss standard was limited to minor additions to the other standard(s) only **and** when the Licensee, at a prominent and appropriate place, has inserted for the sake of the recipient the easily visible reference

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6.3 The Licensee shall state clearly in the work results, at an appropriate place, to what extent and at what stages the eCl@ss standard was used.

7. License Fees

7.1 For the procurement and use of the eCl@ss standard license fees will be charged. Each license fee is due on acquisition.

7.2 The amount of license fees as well as any reductions and discounts can be found in the current price list (available at www.eclassdownload.com).

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8.2 In so far as a language version is not or not fully made available by eCl@ss e.V., the Licensee may translate or have translated the missing language-bound parts of the eCl@ss standard procured by him in this language(s) ("own language versions of the Licensee") in accordance with the following conditions:

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11.2   With regard to the eCl@ss standard, the eCl@ss classification system and / or parts thereof, the Licensee is not entitled to register or have registered in his own name or the name of a third party any national or international industrial property rights (e.g. patents, utility or design patents, trademarks, intellectual property rights, copyrights, etc.).

12.   Final Provisions

12.1   Suggestions for supplementation or amendment of the eCl@ss standard may be submitted through the ContentDevelopmentPlatform (www.eclass-cdp.com). eCl@ss e.V. will decide on their implementation.

12.2   Should one or more provisions of these Terms of Use become in whole or in part invalid or lose their effectiveness later on, the validity of the Terms of Use will not affect the remainder.

12.3   German law applies exclusively, under exclusion of the UN Sales Convention (CISG). The seat of the court of law is Cologne.