

Terms of Use

CAD Data

Blickle Räder+Rollen GmbH u. Co. KG (hereafter “**Blickle**”) provides CAD data online for its partners, customers and other properly registered parties (hereafter respectively “**Users**”) to enable integration of the data into the development of current products. The CAD data provided by Blickle are and remain the property of Blickle. The type and scope of the CAD data are chosen by Blickle.

The CAD data may be used exclusively on the basis of these terms of use. Other conditions do not apply, even if Blickle does not expressly reject them. Contract addenda and amendments are only effective if made in writing.

Blickle offers the CAD service voluntarily and reserves the right to cease the service in whole or in part at any time without explanation.

There is no legal right to the provision of CAD data.

1. Usage rights, contractual penalty

CAD data may be used exclusively for projects of the user registered under the respective username. In other respects, all usage and utilisation rights to the CAD data as well as to the underlying intellectual property are exclusively retained by Blickle. Sharing of the CAD data or the underlying intellectual property with third parties as well as any alteration of the data, deviating use or reproduction are not permitted without written permission from Blickle.

If a business user violates the provisions of item 1 para. 1, the user is obligated to pay a reasonable contract penalty in the amount of at least EUR 6,000.00. The assertion of additional claims for damages remains hereby unaffected.

2. No revision service

The CAD data provided by Blickle are not subject to any regular revision service. The CAD data serve exclusively for informational purposes and can be (technically) modified or deleted by Blickle at any time.

3. Liability

Use of the CAD data takes place at the user’s risk. Blickle accepts no liability for the provided CAD data, except in cases where a defect has been maliciously concealed. Blickle is liable only for intent and gross negligence as well as in cases of injury to life, body or health.

Blickle expressly states that tolerances specific to the design must be taken into account.

4. Duty of disclosure

If the user becomes aware of a use of the CAD data that could violate these terms of use, Blickle must be informed immediately. Blickle shall immediately inform users of any identified defects or deficiencies in the CAD data.

5. Data storage

A log is created when CAD data are downloaded. The collected user data may be used by Blickle for the purpose of supporting partners and customers. With regard to the handling of personal data, please refer to the Privacy Policy available on our website.

6. Applicable law and place of jurisdiction

The legal relationship between Blickle and the user is subject to the law of the Federal Republic of Germany, with exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction with respect to business users is Blickle’s registered location.

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