

General Terms and Conditions of Use

§1 Scope of services:

1. The SUN & WIND ENERGY (SWE) Solar Thermal Address Register is an offer of Bielefelder Verlags GmbH & Co. KG (BVA) for legal persons and partnerships to present themselves or their company. The contents presented in the Register remain in the responsibility of the person entering the data, and they will not be modified unless they violate any legal regulations or these terms and conditions of use, or else offend against public decency.
2. The Register serves the retrieval of the contact data of users registered in the SUN & WIND ENERGY Solar Thermal Address Register. The data found in the Register must only be used for the intended purposes.
3. Any use or exploitation other than as intended is not permitted.

No part of this Internet Register may be used in the Internet for the commercial exploitation of addresses, for the commercial provision of information or as a supporting document or auxiliary means for the compilation or amendment of subscriber, address or other directories in any media form (in printed form, electronic, on CD ROM, etc.), nor may data be read out from the Internet for the above-mentioned purposes or for any other purposes of other commercial exploitation; all violations will result in legal action by the providers, exhausting the full scope of prevailing law.

§ 2 Registration and Member Account

1. Registration is only open to legal persons, partnerships and natural persons with unrestricted legal capacity.
2. The opening of an initial basic account is free of charge. With this basic account, contact data and information (max. 500 characters) can be saved in the Register. This data is not available for public inspection. Only the account owner and SUN & WIND ENERGY are granted access.
3. After opening of a basic account, the account owner receives an invoice. The invoice amount depends on the number of countries and categories in which the entry is to be found. After receipt of the invoice amount, SUN & WIND ENERGY will convert the basic account into a regular account. Subsequently, all data entered in the fields intended for publication can be called by any user of the Register on the Internet. The activation is valid for one year.
4. All regular, i.e. paid accounts which are active as per 1st January of the current year are included in the printed version of the Register for the current year. One copy of this "World Address Book - Solar Thermal Power" is sent to each owner of an active account free of charge.
5. Basic accounts which have not been converted into regular accounts by payment in full within a reasonable period of time, but at the latest 4 weeks after the data input, shall be deemed incomplete registrations and can be deleted by the publisher "Bielefelder Verlag" at any time.

§ 3 Scope of the Agreement of Use

1. The right of the Register's members to use the SUN & WIND ENERGY website and its functions shall only be granted within the framework of the current state of technology. SWE is entitled to limit its services temporarily if this is necessary in connection with capacity limits or the security or integrity of the servers or to perform technical measures, and where it serves the proper or improved provision of the agreed services (maintenance work).
2. No guarantee is assumed regarding the availability of the information system, nor for the correctness and completeness of the Register entries.

§ 4 Sanctions, Exclusion

1. SWE is entitled to caution or exclude users in case of violation of the General Terms and Conditions or governing law and in case of offences against public decency.
2. In case of exclusion, no subscriptions are reimbursed.

§ 5 Data Privacy

1. SWE undertakes not to disclose passwords and/or account names to any third parties.

§ 6 Exclusion of Liability

1. Bielefelder Verlags Anstalt GmbH & Co. KG as the operator of the SUN & WIND ENERGY (SWE) Solar Thermal Address Register assumes no liability for damage suffered by third parties which results directly or indirectly from incomplete or incorrect data in the Register in digital or printed form.
2. Should any third parties claim compensation for damage against the publishing house "Bielefelder Verlag", the account owner responsible for said damage is to indemnify "Bielefelder Verlag" in respect of all such claims.

§ 7 Amendments of the General Terms and Conditions

1. SWE is entitled to modify the General Terms and Conditions at any time without giving reasons.
2. Should any provisions be or become ineffective, the remaining provisions will remain unaffected. The provision which became ineffective is to be understood to have been replaced by an equivalent, legally effective clause which comes as close as possible to the intended business meaning and purpose of the ineffective clause. The same shall also apply to any gaps in the Terms and Conditions.

§ 8 Applicable Law

1. This Contract shall be governed by and construed exclusively in accordance with German law. The court of jurisdiction for any disputes or conflicts resulting from these Terms and Conditions of Use shall be Bielefeld.

As per: 10 September, 2009