

AmmonitOR - Respecting the confidentiality of your measurement data

Confidentiality Agreement

Article 1. Confidentiality

1.1. The Supplier agrees at all times, both during and after the termination of the business relation with CLIENT, to hold in strictest confidence and not make accessible to any person or entity, without the prior written authorization of CLIENT any confidential wind data, knowledge, general data, business plans, financial information or other original works planned by the Client. The Supplier agrees to take whatever steps are necessary to preserve the confidentiality of any and all CLIENT information the Supplier should have received or exchanged during the mutual business relationship.

1.2. Each Party assures:

a) keep the Wind Data collected from the Met Mast installed at the Selected Site strictly confidential and not disclose to anyone in any manner whatsoever this Wind Data without CLIENT prior written consent except as provided in Article 1.1 of this Agreement;

and

b) not allow the Wind Data to be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction without the CLIENT prior written consent, except as provided in Article 1.3 of this Agreement.

1.3. The Supplier may disclose and use the Wind Data without CLIENT prior written consent, only to the extent such information is required to be disclosed by a governmental order, decree, regulation or rule (provided that the Supplier shall give not less than three business days' written notice to CLIENT prior to such disclosure).

1.4. At request of CLIENT, the Supplier shall deliver only to CLIENT, unless otherwise declared by the Client, any information in his possession, which should have been obtained during the cooperation with CLIENT.

1.5. The confidentiality obligations in this Article 1 shall remain in force during the life of this Agreement and after the termination of this Agreement.

Art. 2. Exclusivity

The Supplier agrees upon that the Wind Data collected from the Met Mast installed at the Selected Site are of exclusive property of the Client and shall be treated as a commercial secret in the meaning of the Act on unfair competition fighting. The Supplier is not allowed to disclose the wind data to any third person or company, both during and after the termination of the business relation with the Client.

AmmonitOR - Respecting the confidentiality of your measurement data

Disclaimer

Contents

Although the contents of this site were carefully prepared and checked, Ammonit Measurement GmbH (hereinafter: Ammonit) provides no guarantee that the information provided is up to date, correct, or complete. Claims against Ammonit are excluded regarding material or immaterial damages which arise from the use or non-use of the information provided or from faulty or incomplete information, unless Ammonit can be shown to be guilty of causing damages intentionally or by gross negligence. Ammonit expressly reserves the right to amend, augment or delete all or parts of the application without prior notice, or to close the application down.

Links

Where Ammonit provides direct or indirect links to Websites of third parties, then Ammonit accepts no liability for the contents of the other Website, nor does it make claims or recommendations regarding these contents. Ammonit declares that to the best of its knowledge the Websites to which links are included contained no illegal contents at the time the link was set up. Ammonit has no influence on the current or future contents of the linked Websites, and distances itself expressly from any subsequent changes to their contents. Ammonit similarly distances itself from entries by third parties in guest books, discussion forums and mailing lists. Ammonit is not responsible for the contents, the availability, the correctness or the accuracy of the linked Websites, or for offers, further links or advertisements contained therein. Ammonit is not liable for illegal, faulty or incomplete contents and in particular not for any damages arising for the use or non-use of information offered on the linked Websites.

Copyright

Ammonit endeavours to respect all copyrights in its publications. Should infringements nevertheless arise, Ammonit will remove the relevant section from its publications on being informed of this, or will include appropriate reference to the copyright. All trademarks included on the Website, and where appropriate also those of third parties, are subject without restriction to the currently valid legislation for trademark protection and the rights of the registered owner. Merely because a trademark is named it should not be concluded that it is not protected by the rights of third parties. The copyright for the content of Ammonit in the domain ammonit.com is held by Ammonit. Reproduction of the contained graphics, sounds or texts in other electronic or printed publications is not permitted without the express consent of Ammonit.

Data protection notification

While visiting this Website you may be asked to provide personal information. The response to such questions is voluntary. We take our obligation to protect your private data seriously and want you to feel at ease when using the services we provide. Any personal data you provide will be stored and processed strictly in accordance with German data protection legislation.

April 2010