

This License Agreement is part of Neubau's Terms & Conditions  
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### § 6

#### Proprietary Rights and Licences Grant of Licences

All fonts ("Font Software") are protected by proprietary rights of Neubau. The rights granted to the Customer constitute a licence and not a transfer of title. The Font Software is available for download in return for the purchase price and may only be used by the Customer. Any use of the Font Software is limited to the following licences. Any transfer of the Font Software to other persons than the respective Customer who downloads the Font Software from [www.neubauladen.com](http://www.neubauladen.com) ("the Website") in consideration of the purchase price must be agreed by Neubau in writing unless not covered by the following licences. Except as expressly agreed in writing by Neubau or expressly permitted by these Terms and Conditions, the Customer agrees not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on (whether in whole or in part) the Font Software, in whole or in part. The Customer is not allowed to assign the licences and rights granted hereunder to any third party without the written consent of Neubau. Any breach of these licence terms would entitle Neubau to ask for damages according to applicable laws.

### 1

#### Software

#### (1a)

##### Installation and Use

The Customer may install and use a single copy of the Font Software. Note that some of the objects embodied in the Neubau Archive are subject to copyrights, trademark-rights and/or other rights of individual owners of such rights, and may respectively only be used in accordance with the respective laws and/or treaties and/or with separate authorization by the individual owner of such rights. All rights remain reserved.

#### (1b)

##### Reproduction and Distribution

The Customer may not reproduce or distribute copies of the Font Software. The Customer may not make the Font Software available for download. Copies of the Font Software may not be distributed for profit unless by prior permission of Neubau. The Font Software will be individualised when ordered. All forms of illegal and/or unauthorised distribution can be traced back to the original and first purchaser. Neubau hereby reserves the right to take all applicable civil and/or criminal proceedings against any illegal and/or unauthorised distribution.

**2** **Typefaces, Desktop/Print Files****2a** **Installation and Use**

The Customer may install and use a single copy of the Font Software. All rights remain reserved.

**2b** **Reproduction and Distribution**

The Customer may not reproduce or distribute copies of the Font Software. The Customer may not make the Font Software available for download. Copies of the Font Software may not be distributed for profit unless by prior permission of Neubau. The Font Software will be individualised when ordered. All forms of illegal and/or unauthorised distribution can be traced back to the original and first purchaser. Neubau hereby reserves the right to take all applicable civil and/or criminal proceedings against any illegal and/or unauthorised distribution.

**3** **Typefaces, Webfonts****3a** **Installation and Use**

This licence grants the Customer the right for self-hosted webfont usage limited to the domain(s) specified on the Customer's invoice. Please note that any webfont usage on other domains than declared, even when registered to the same person or company, is illegal.

**3b** **Reproduction and Distribution**

The webfont files are only to be used for designing text on a website and are not to be made accessible for direct download. Neubau recommend using the @font-face rule in the Customer's CSS code. The Customer agrees to safeguard the protection of the webfont files accordingly to prevent unlicensed access or misuse by third parties. Neubau specifically recommends to mask the webfont URL using HTACCESS.

Only original, licensed WOFF, WOFF2 and EOT files purchased from Neubau are to be used. It is strictly prohibited to convert, rename or alter webfont files in any way. The Customer has to safeguard to specify the following comment line in the Customer's CSS code to mark the legal use of the typeface:

```
/* Typeface/Webfont: NB (name of typeface) Under license from  
Neubau, Berlin www.neubauberlin.com. All rights reserved */
```

**4** **Typefaces, Corporate Licenses, Font-Server Licenses, eBook-, App-, Broadcast- (TV), Video Streaming Licenses (Online Broadcast Licenses) and other Licences**

Neubau offers diverse licences for various purposes and applications such as e.g. Corporate Licenses, Font-Server Licenses, eBook Licenses, App Licenses, Broadcast Licenses, Social Media & Video Streaming Licenses, etc. Also special rates may apply to small companies and non-profit organisations. Respective licence terms and prices are available upon request and subject to our discretion.

**§ 7****Warranty and Liability****7.1**

In the event of a defect of a delivered physical good, the Customer shall be entitled to request from Neubau to repair the defect or to supply another product (as ordered) which is free from defects. Notwithstanding the foregoing, if the Customer is not a consumer, Neubau shall have the right to choose between any such remedies at Neubau's discretion, provided that such choice shall be made by us by notice within a period of three business days following receipt of the Customer's notice of the defect. Neubau may refuse to remedy a defective good in the manner requested by the Customer if such remedy would result in unreasonable costs. If the remedy (supplementary performance) fails or cannot reasonably be expected from the Customer or Neubau refuses to remedy the defect, the Customer shall be entitled to terminate the contract, reduce the purchase price or claim damages or frustrated expenses, in each case in accordance with applicable law.

**7.2**

Font Software is – after downloading – not returnable or refundable. Font Software may be returned or exchanged only if it is defective and we are notified within 14 days of the order.

**7.3**

Neubau shall not be liable (on whatever legal grounds) for damages which may not reasonably be foreseen, assuming a normal use of the product. Furthermore, Neubau's liability shall be excluded for damages resulting out of a loss of data if their recovery is not possible or impeded due to a failure to perform appropriate data back-up procedures.

**7.4**

The foregoing limitations of liability shall not apply in cases of wilful misconduct or gross negligence and – for any case – regarding injury to life, limb or health. Liability pursuant to the German Product Liability Act shall remain unaffected.

**§ 8****Applicable Law and Jurisdiction****8.1**

Any contracts entered into between Neubau and the Customer shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Goods (CISG).

**8.2**

If the Customer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business or is a legal entity or special fund organized under public law, the courts in Berlin shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract. In all other cases, Neubau or the Customer may file suit before any court of competent jurisdiction under applicable law.