

End User Licence Agreement (EULA)  
for MilieuGrotesque Typefaces

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By downloading and/or installing MilieuGrotesque font software, you agree to the following terms of this Agreement.

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#### 1. Definitions

"Font Software" means coded software that generates typeface designs when used with the appropriate hard- and software plus any and all other data including documentation provided with such software.

"Licensed Unit" means an installation of the Font Software that allows up to five (5) concurrent users to use it at a single geographic location. A single geographic location is in particular the site of your place of business. The geographic restriction does not apply to portable computers if they are owned by you.

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#### 5. Warranties

MilieuGrotesque warrants to you that the Font Software will perform substantially in accordance with the Documentation for the ninety (90) day period following your payment and receipt of the Font Software. To make a warranty claim, you must return the Font Software to the location from which you obtained it along with a copy of your sales receipt within such twenty (90) day period. If the Font Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at MilieuGrotesque's option, the replacement of the Font Software or the refund of the licence fee you paid for the Font Software. MilieuGrotesque and its suppliers do not and cannot warrant the performance or results you may obtain by using the Font Software or Documentation. The foregoing states your sole and exclusive remedies for MilieuGrotesque's or its suppliers' breach of warranty. Except for the foregoing limited warranty, MilieuGrotesque and its suppliers make no warranties express or implied, as to non-infringement of third party rights, merchantability, or fitness for any particular purpose. In no event will MilieuGrotesque or its suppliers be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings, even if a MilieuGrotesque representative has been advised of the possibility of such damages, or for any claim by any third party. This warranty does not affect any claims you might have against your retailer.

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This Agreement shall be governed by the laws of Switzerland, excluding any conflict of law rules. The United Nations Convention for International Sales of Goods (Vienna Convention) is not applicable to this Agreement and expressly excluded. If any part of this Agreement is found to be void or unenforceable by any competent court, the validity of the balance of the Agreement shall not be affected thereby. The remaining parts of the Agreement shall remain valid and enforceable according to the Agreement's terms. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the applicable export law, or other governmental restrictions or regulations of your country. This Agreement may only be modified in writing signed by an authorized officer of MilieuGrotesque.

#### 7. Termination

MilieuGrotesque has the right to terminate your licence immediately if you fail to comply with any of the terms of this Agreement. Upon termination, you must immediately destroy the originals and any copies of the Font Software and Documentation.

#### 8. General provisions

You agree to inform all users who have access to the Font Software about the content of this Agreement and to make sure that they comply with the terms of this Agreement.

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If you have any questions or problems concerning this Agreement, please contact us without any hesitation by email. We are happy to assist you with any questions you may have.

By downloading the Font Software, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

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