„IsoForm®" – tool concept

IsoForm® is an isolated tool concept for thermoplastic elastomers, thermosets, elastomers and diecasting.
IsoForm® also comprises a concept of standard elements that form the basis for tools with which considerable amounts of energy can be saved and an optimized process and optimized products can be achieved.

For the implementation there are two possibilities:

1. You design your tool or your mold insert using our CAD portal including the IsoForm®-configurator.

By retrieving a number of parameters the configurator compiles your standard elements resulting in a combination that can be downloaded at the end of the procedure. In order to get the compilation of standard elements and the corresponding CAD data you need to log in into our system. The login information is available on our homepage. There, you may also request a preliminary quote from us regarding individual components.

2. You place an order for the design of the tool or the insert and for a simulation with us.

There have been a number of changes in IsoForm® compared with conventional tools.
We are happy to support you while using the configurator as well as with designing entire tools.
Costs will then be invoiced separately.

3. Licenses and license fees

(1) Each IsoWe® tool and each tool that was compiled on the basis of the IsoWe® concept gets its own license number which is allocated by the CAD portal.

(2) The following license fees incur and are due once when the license number is allocated:

Size in mm	Without purchase of plates and standard elements	With purchase of standard elements but not of plates
< 296x296	€ 500,00	€ 200,00
< 496x496	€ 1.000,00	€ 400,00
> 496x496	€ 2.000,00	€ 1.000,00

When all parts are purchased the license fees will be entirely set off.
If no order is placed regarding the tool license fees as for "Without purchase of plates and standard elements" are due.
If only the standard elements but no plates are ordered from Nonnenmann license fees as for "With purchase of standard elements but not of plates" are due.

(3) Notwithstanding the aforementioned conditions customers may compile their first set of data with our CAD portal at no costs in order to enable them to test the configurator.

(4) License fees will be invoiced by Nonnenmann GmbH, Wilhelmstr.34, 73650 Winterbach, Germany.

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4. Advisory service fees

Service using Skype   per minute € 1.00
Service using e-mail   per minute € 1.00
Tool design   upon request
Tool simulation   per tool € 1,650.00
Finite elements analysis   per tool € 1,250.00
Advisory service fees will be invoiced by Konstruktionsbüro Hein GmbH,
Marschstr.25, 31535 Neustadt a. Rbge., Germany.

5. Liability etc.

Please note that a correct result may only be obtained if you answer the questions correctly. If there are special characteristics that need to be taken into account for your project you need to mention that. In addition to that, you need to exactly implement the data and results we provide you with.

In all other respects, the following shall apply:

A. Liability

(1)   We are only liable for compensating damage, irrespective of legal basis including delay, impossibility, fault at contract conclusion, positive claim violation, negligent breach of obligations for rectification and illegitimate operation, if
  a) the damage is due to gross negligence or our wilful intent or the breach of an assured property, or
  b) if we breached a fundamental contractual obligation in a manner that endangers the purpose of the contract. In this case, our liability is limited to damage reasonably foreseeable at the time of contract conclusion according to the circumstances known at that time.

(2)   If the contractual partner is a merchant under the German Commercial Code, a legal entity under public law or a public-law special fund, any rights to damages or compensation shall however be subject to the following limitations:
  a) There is no liability for indirect damage, consequential damage due to shortcomings or the loss of profits, provided this liability does not result from willful actions or the lack of an assured property.
  b) Any liability is limited to damage reasonably foreseeable at the time of contract conclusion according to the circumstances known at that time.
  c) Any claims based on liability beecome time-barrred according to legal requirements but no later than one year after delivery or carrying out of the objectionable service.

(3)   The aforementioned limitations of liability do not apply to claims arising from product liability. Furthermore, the limitation of liability does not apply in case of damage to body or health or in case of loss of life of the contractual partner attributable to us.

B. Applicable Law, Place of Fulfilment and Jurisdiction, Severability Clause

(1) The law of the Federal Republic of Germany is applicable. The application of the United Nations Convention for the International Sale of Goods (CISG) is excluded.

(2) If the contractual partner is a merchant, a legal entity under public law or a publiclaw special fund, the place of fulfilment and jurisdiction is our legal domicile unless otherwise stated in the order confirmation. However, we reserve the right to alternatively file a suit against our contractual partner at his or her place of jurisdiction.

(3) Should any of these terms and conditions be or become invalid, the other terms and conditions will continue to be valid and enforceable. The entirely or partially invalid term shall be replaced with a term the economical success of which is as close as possible to that of the invalid one.

Acknowledged and agreed:

_____

(Place, date)   (Signature contractual partner)

I hereby assign Nonnenmann/Hein

☐   to provide advisory service

   ☐ to carry out a simulation

according to the aforementioned number 2 in accordance with the provisions set by numbers 3 and 4.

_____

(Place, date)   (Signature contractual partner)

With regard to the realisation I inform you:

I advise you of the following specific characteristics:

_____

_____

(Place, date)   (Signature contractual partner)