

Schröder-Bergen Anwendungen

Legal Conditions

Issue 2004/04/20

1. Object of the Agreement

This document defines the general legal terms for all relationships between the company 'Schröder-Bergen Anwendungen' (SB-AW) and its contract partners. There may be additional agreements of different conditions, but they have to be made explicitly and in written form. Differing regulations, created by the contract partner, are refused as far as they differ from these legal conditions of SB-AW.

Object of agreement is the sale resp. leaving the right of usufruct of software, hardware or services. Their features and properties are defined in a property description, which is accessible to the customer. Differing or additional features are promised only if they have been particularly confirmed by SB-AW in a written form.

By the agreement, the customer gains rights, which are defined specifically by separate license agreement terms. SB-AW keeps the right to change these general legal terms due to changing requirements without a special announcement.

2. Order Confirmation and Right to Withdraw

If the customer has cast his order using electronic media (Telephone, Internet, etc.), he may withdraw the purchase order within 14 days. The withdrawal can be declared by post mail, fax or by e-mail. The term is observed by sending off the withdrawal declaration within 14 days. It is not necessary to mention any reason for the withdrawal.

If the purchase order is done by Internet, the customer receives an order confirmation by e-mail. This order confirmation is valid, even if it has been created and sent automatically.

In case of an Internet order and e-mail order confirmation, SB-AW has the right to withdraw the contract of sale within 14 days after the order day. SB-AW declares the withdrawal of the contract by post mail, fax or by e-mail. The term is observed by sending off the withdrawal declaration within 14 days. It is not necessary to mention any reason for the withdrawal.

3. Warranty

Any objection due to delivery amount, shortcomings or falsely delivered parts have to be announced to SB-AW by writing within one week after receiving the product or service.

Warranty is limited to a time period of one year. In the case of a proofed lack, the customer agrees that SB-AW keeps the right to determine the manner of remedy. Especially, SB-AW has the right to decide, whether the product or service will be repaired, exchanged to a similar one or if it can be mended. If several mending attempts have been done without success, the customer can demand the cancellation of the contract with a re-payment of the charge he had paid.

For some products, SB-AW gives the opportunity to test its function and properties without any cost or duty before the customer has to buy it. In such a case, the customer is obliged to perform this test with enough care to be able to decide, whether the currently existing product meets his requirements in the desired extent. Buying such a product or license, he declares, that he does not expect additional properties or failure removal. If the test version does not have the entire functional range, this regulation is limited to the functions of the free test version.

4. Liability

SB-AW performs its products and services with high technical degree and supplies them to its customers with all necessary care. Nevertheless, the general absence of any failure can not be assured. To use the product or service, the customer in general has to employ additional products, which have not been delivered by SB-AW (computers or operating systems e.g.). SB-AW is not responsible for these additional systems. Therefore, it is not possible, that SB-AW takes any liability for the function or other properties.

Liability is limited to the value of the product or service delivered by SB-AW. Damage beyond this or any subsequent damage is excluded from liability. Particularly, no liability can be taken for all damage on hardware or software, nor for loss of data or commercial profit, which might occur using the product or service. Accepting this contract, the customer furthermore takes the claims from other persons or institutions upon himself, who might get damage from his use of the products or services, which have been created or sold by SB-AW.

SB-AW takes suitable action to create and deliver its software and data carriers free of viruses and other undesired functional components. This is done using external software, which, according to the declaration of their producer, is suitable for this purpose. SB-AW is not liable for the result of this means. The user himself remains responsible to perform the virus protection action or by the use of proper protection software.

SB-AW is explicitly prohibiting the usage of software, hardware or services provided by SB-AW in applications or systems, where malfunction might cause injury or physical harm. Any liability according to claims due to this illegal usage is excluded.

If SB-AW is obstructed fulfilling a contract or parts of it by war, terrorism or Force Majeure, any liability for this obstruction generally is excluded.

5. Prices and Property Reservation

All prices of SB-AW are kept free. The price announcement is done by publication on SB-AW's internet pages or by bilateral agreement with the customer. If the customer purchases using the internet, the prices are announced properly to the customer by this media. Making the contract, the customer accepts the price as a significant part of the contract.

All products and services remain property of SB-AW until they fully have been paid.

6. Calling Off and Transport of the Products and Services

SB-AW provides the stipulated products and services to the customer in time. The manner, how this happens, is determined and imparted by SB-AW. The customer's agreement to this is a part of the contract.

If the delivery is set down to be done by the internet, the delivery is performed, when SB-AW provided it to be downloaded. It is the customer's responsibility to call it off by his own. If at the download date, a subsequent product already is available, the customer cannot claim to receive the subsequent product. If the price has been reduced in the mean time, the customer cannot claim a refund of the original price he had paid.

If the delivery is done with a corporeal transport of the article by a transport company, SB-AW has fulfilled its duty to deliver the product by handing it over to the transport company. The customer has to intimate all complaints about transport damage within one week after he has received the article. The risks of any shipment from the customer to SB-AW are run by the customer, especially the transport risk, until the article has arrived at SB-AW.

7. Customer Data and Passwords

To process the customer's order, SB-AW conceives order data. These data are stored and processed electronically in a customer database. The customer agrees to this electronic data storage and processing. SB-AW will not hand over these data to other persons or organizations.

Depending on the manner of the product or service or depending on the manner of shipment, SB-AW may provide access data or register numbers to its customers. In such a case, the customer is obliged to keep these data confidential. These data must not be handed over to other persons or organizations, as far as they have not been assigned for them in the license contract. Unauthorized forwarding of the access data or register numbers is a violation of the contract and justifies compensation claims from SB-AW. Independently, SB-AW keeps the right to lock the access, when there is a founded suspicion of misuse.

8. Usage of the Products and Services of SB-AW

Unless it has been laid down differently, after the complete payment the customer receives the usage right due to the contract.

If the work has been done individually for the customer, a declaration of the final acceptance is necessary for this. The customer is obliged to make this declaration within two weeks after the readiness declaration for the product or service by SB-AW. Alternatively, the customer has to make a completely explained declaration of non-acceptance.

The right to use the product or service is determined in a license agreement between SB-AW and the customer. Only if the customer agrees to this license agreement, he receives the usage right.

9. Governing Law and Jurisdiction

All matters relating to contracts, products or services of SB-AW will be governed by the laws of the Federal Republic of Germany. This is valid even if the customer's residence is located in a different state.

Place of performance and legal venue is Munich. In case of litigation, SB-AW is entitled to sue even at the general venue of the customer.

10. Salvatoric Clause

If one or more than one of these determinations should be inoperative or incomplete due to the applicable law, the other regulations will remain active in spite of this. In such a case, the inoperative or incomplete terms will be replaced by the regulation of the applicable law, which matches best most to the ineffective term.

11. Business Address

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