

General Terms and Conditions for Software Use

These general terms and conditions are applicable for all standard applications of
INDUSTRONIC® Industrie-Electronic GmbH & Co. KG¹

1. Software

a. Software within the meaning of this contract means all programs owned by INDUSTRONIC®, the accompanying documentation and program-specific files.

2. Subject of the Contract, Conflicting Terms

a. The subject of this contract is the allocation of the right of use of any Software marketed by INDUSTRONIC®.

b. The offer of INDUSTRONIC® is expressly intended for businesses only and not for consumers. INDUSTRONIC® grants the right of use of the Software solely on the basis of these terms and conditions. Contractual terms and conditions of the user do not apply, even if not expressly objected to by INDUSTRONIC. By installing, copying or otherwise using the Software, the user declares his agreement with these terms and conditions.

3. Copyright, Scope of the Right of Use

a. Software delivered by INDUSTRONIC® is protected by copyright. The user acknowledges that the Software is a computer program capable of being copyrighted within the meaning of § 2 para. 1 no. 1, § 69a of the (German) Copyright Act and that INDUSTRONIC® is originator (*Urheber*) within the meaning of §§ 7, 69 b (German) Copyright Act. INDUSTRONIC® reserves all rights concerning the Software and accompanying documentation provided during the course of the contract negotiations and for the duration of the contractual relationship.

b. The user is authorized to use the Software specified in the relevant product documentation indefinitely within the meaning of § 31 (German) Copyright Act in his company for his own purposes, as described in this contract and in the documentation. In accordance with the contract the user may install Software and upload it to his own hardware. The user can allocate the (simple, non-exclusive, temporally and spatially unlimited) right of use only as a whole to a third party. In this case the user is obliged to immediately render unusable all of his remaining software files including backup copies.

c. The user is allowed to create copies of the software provided they are required for his own proper use of the Software. The maximum number of permitted copies depends on the agreements made and the product selected. Apart from the right of the user to generate a backup copy, any further copying or reproduction requires previous written consent of INDUSTRONIC®.

d. Notwithstanding the right to a complete transfer, the Software may not be passed on to third parties, and any use on behalf or to the benefit of third parties requires previous written consent of INDUSTRONIC®.

e. In case of breach upon the scope of use described herein, INDUSTRONIC® shall be entitled to compensation for damages suffered.

4. Restrictions

a. Without the prior written consent of INDUSTRONIC® the user is not allowed to modify or translate the Software or to create derivative works of it. The user is not entitled to reverse engineer the Software, decompile or disassemble it or otherwise attempt to make available the source code of the Software. Any claim for assignment of the source code is excluded.

b. The user is explicitly not allowed to give away, to lease or to loan the Software in any way.

¹ Limited partnership with a limited liability company as general partner (according to German law)

5. Liability

a. Any claims for damages and/or claims for reimbursement of expenses by the user (hereinafter: claims for damages), irrespective of the legal reason, are excluded. The Software and accompanying documentation are, as indicated, provided without any warranty or condition of any kind, either express or implied, without even the implied warranty or condition with respect to commercial usability, suitability for a particular purpose or non-infringement of third party rights. To the extent permitted by law, INDUSTRONIC® or its suppliers are not liable for any consequential, incidental, direct, indirect, special, punitive, penal or other damages, whatsoever (including, but not limited to damages for loss of profits, business interruption, loss of business information or other loss of assets) which result from this right of use or the use of the Software or the fact that it cannot be used, even if INDUSTRONIC® has been advised of the possibility of such damages.

b. The above does not apply if liability is mandatory, e.g. according to the (German) Product Liability Act, or in cases of wilful misconduct, gross negligence, injury of life, body or health, or due to a violation of essential contractual obligations. However, compensation for the violation of essential contractual obligations is limited to typical, foreseeable damage, unless wilful misconduct or gross negligence or liability for injury to life, body or health are present. No change in the burden of proof to the disadvantage of the user is associated with the above regulations.

c. The entire liability of INDUSTRONIC® is limited to the higher of the two amounts of the price actually paid for the Software, or € 1,000.00. The agreement of such a liability cap is a prerequisite for INDUSTRONIC® to conclude this contract. This applies with regard to all claims for damages, irrespective of their legal ground, in particular with regard to pre-contractual and collateral contractual claims. The limitation of liability does not restrict a statutory mandatory liability, e.g. according to the (German) Product Liability Act.

d. The user is obliged to make backup copies of all data at appropriate intervals. A breach of this obligation is considered to be significant contributory negligence.

e. To the extent the user is entitled to claim damages under this paragraph, there is a limitation period of twelve (12) months. In the case of claims for damages under the (German) Product Liability Act the statutory limitations apply.

6. Ownership and Copyrights

a. As far as such rights are not expressly conferred or granted to the user, INDUSTRONIC® remains the owner of all rights to programs which are provided for use under this contract.

7. Final Provisions

a. This contract represents the entire agreement between the parties. If the user acquires the Software and any related services directly from INDUSTRONIC®, INDUSTRONIC's General Terms and Conditions of Supply for Products and Services, as amended at the time of the order / order placement apply in addition. Verbal collateral agreements are not valid. Any additions or amendments to this contract must be in writing.

b. Should one or more provisions of this contract be or become ineffective or invalid, this shall not affect the effectiveness or validity of the remaining provisions. One or more ineffective or invalid provisions shall be replaced by one or more effective or valid ones that come closest to the purpose of the ineffective or invalid provision(s).

c. The present contract renders all possibly preceding, different kinds of agreements on the subject matter of this contract, made in any form, null and void.

d. Place of performance for INDUSTRONIC® is the place of delivery. Place of performance for payments by the buyer / user is Wertheim am Main/Germany. Legal venue shall be, as far as legally admitted, Wertheim am Main/Germany. However, INDUSTRONIC® shall also be entitled to bring an action at the buyer's or the user's place of business or registered office.