



General sales and delivery terms and conditions of URW++ Design & Development GmbH

URW++
DESIGN & DEVELOPMENT GMBH

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1. GENERAL - SCOPE

The following sales conditions of URW++ Design & Development GmbH (hereafter: URW++) apply exclusively. We do not recognise conditions from customers, which are contrary to or deviating from our conditions, unless stated explicitly and in writing. Our sales conditions also apply if we, aware of the customer's conditions, which are contrary to or deviating from our conditions, complete delivery unreservedly.

2. OFFER-COMPLETION OF CONTRACT

All offers by URW++ are provisional, unless explicitly stated as binding in the offer. A contract becomes valid only through written order confirmation by URW++ or by completing the order. In case of written order confirmation, the content is definitive; verbal agreements have to be confirmed in writing by URW++.

3. LICENCE AGREEMENTS

With transfer of the software URW++ concedes the non-exclusive right of use to the customer only for own purposes. The user licence covers up to five users PC workstation, whilst it is insignificant whether the PC workstation are connected to a network or not. Licensing for more than five PC workstation requires an explicit agreement. The user licence includes the right to produce a back up copy of the software. It is forbidden for the customer to decompile, reverse engineer, disassemble or change the software into any other for the human recognisable form. A transfer of the software to a third party is allowed if the customer hands over the software completely and without retaining any copies and if the third party accepts the terms and conditions of URW++ in writing.

4. DELIVERY

URW++ does not accept responsibility for delayed delivery if the delay is not caused by the company, even if delivery dates are named or guaranteed in the order confirmation. This is especially applicable in case of force majored during strikes, lock-outs or delivery delays of suppliers. Part delivery and part billing for functioning units are admissible.

The right of return is impossible for goods, which we created for you or modified, for goods on disks, where the license seal destroyed, as well as for goods, which from our site purchased by download or by e-mail delivered.

5. PRICES

All Prices are in US Dollars and excluding postage and packaging, transport insurance cost and turnover tax.

6. PAYMENT AND RESERVATION OF PROPRIETARY RIGHTS

The amount of the invoice is to be paid immediately upon delivery of goods and without any deductions. This is also applicable if delivery is electronic. All delivered goods and transferred user rights as stated under point 3 remain the property of URW++ , until all claims against the customer - also from other contracts- are fulfilled. Should the customer delay payment, URW++ can demand interest on arrears of 3 % above the particular discount rate of the Deutsche Bundesbank, unless higher damage can be proven.

7. WARRANTY, WITHDRAWAL RIGHTS, COMPENSATION AND RETENTION RIGHTS

Component and performance information in leaflets are not guaranteed properties, unless stated explicitly otherwise in the written order confirmation. § 434 BGB is waived. If a defect of the good, deemed to be responsibility of URW++, exists, URW++ has the right to, according to choice, repair the defect or make a substitute delivery. Should URW++ fail to repair the defect within a reasonable given deadline, the customer has the right to retire from the contract. Claims for compensation, e.g. for production cancellation, lost profit, additional consummation of material and suchlike, are impossible. This does not apply if the damage is caused by deliberate or negligent behaviour by URW++ . The customer can practice retention rights only to an extent which befits the non-completed part of the service by URW++.

8. PLACE OF PERFORMANCE

Place of performance is Hamburg. The laws of the Federal Republic of Germany apply.
