

# Terms and Conditions

For Licensed Software



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## Terms and Conditions for Licences

### Art. 1 Scope of Terms and Conditions, Written Form

- 1.1. Our Terms and Conditions are valid to the exclusion of all others. Any other terms and conditions of the contracting party which deviate from the above shall be considered invalid unless previously agreed in writing. Our Terms and Conditions shall also apply, when we, in taking account of the contracting party's differing terms and conditions, undertake delivery to the latter on an unconditional basis.

### Art. 2 Offers, Quotes

- 2.1. Our offers are subject to alterations.
- 2.2. We reserve ownership and copyright of all illustrations and diagrams, calculations and other data or documentation. These shall not be passed on to third parties. This applies above all to such documents and other data indicated as "confidential"; prior to forwarding these details to any third party, the contracting party shall require our express written agreement.

### Art. 3 Prices, Right of Cancellation, Conditions of Payment

- 3.1. Unless otherwise agreed, all prices are quoted from stock and "ex-works", exclusive of VAT, package and postage, customs, or other miscellaneous costs
- 3.2. For ordering purposes the price on the day of order shall be the valid price for that order
- 3.3. Unless otherwise agreed, payment shall be made within 14 days from confirmation of order. Should it be necessary to issue a payment reminder, charges will be incurred as follows:  
1st Reminder: 10,-- CHF  
2nd Reminder: 10,-- CHF  
3rd Reminder: 10,-- CHF; and immediate payment of the amount claimed to a debt collection agency
- 3.4. We shall not be obliged to accept payment by cheque or transfer. Should we accept these, this shall follow only on account of previous record

### Art. 4 Time Allowed For Delivery, Deliveries in Part, Right of Cancellation

- 4.1. Agreements concerning delivery dates and deadlines shall normally be binding. The time allowed for delivery shall commence from the date of confirmation of order. For projects the delivery time starts with the kick-off meeting. Furthermore, the commencement of this time which we notify shall be dependent on the timeous submission by the customer of all relevant documentation and information as well as clarification in advance of all details of the contract. Deliveries in part shall be permitted, insofar as these can be justified. Costs for package and postage shall only be incurred once however.
- 4.2. Unless otherwise agreed, we shall not be held liable for delays in delivery for reasons of "acts of a higher power" or other circumstances beyond our control, in particular disruptions to transport or other commercial disruption, strikes, lock-outs, lack of materials, or state of war.
- 4.2.1. Should we as a result of the above conditions in Art. 4.2. not be able to deliver within the agreed Time Allowed For Delivery, this time shall be extended accordingly.

- 4.2.2. Should, in the course of actioning this delivery, difficulties arise, for which we shall not be held liable, in particular in the sense of Art. 4.2., over and beyond the extended delivery deadline as outlined in Art. 4.2.1., we shall be entitled to withdraw from the contract.
- 4.2.3. In cases where we do not receive punctual or correct delivery by third parties, and for which we shall not be held liable, we shall be entitled to withdraw from the contract.
- 4.3 Tailor-made solutions shall be excluded from the right of return.

#### **Art. 5 Passing of Risk**

- 5.1. Unless otherwise stated in the confirmation of order delivery shall be “ex works.“. The dispatch shall always take place, including delivery from a place other than the fulfilment of contract, on settlement of account and - even where no package and postage charges are incurred – at the customer’s own risk. In all cases we shall be liable for our own dispatches as a carrier, as long as no legal or contractual limitation of liability applies, or these Terms and Conditions encroach on the above.

#### **Art. 6 Limited Warranty / Exclusion of Liability**

- 6.1. Neither innoForce Est. nor its suppliers shall be held liable for any damages sustained by the Contracting Party or Third Parties, which arise either indirectly, directly or as consequential damage as a result of the use of this Software or the inability to use it correctly. This shall apply even where innoForce Est. has been informed of the possibility that such damage has occurred. Claims based on inalienable legal provisions covering product liability remain unaffected.
- 6.2 The total liability of innoForce Est. and its suppliers, and the sole claim of the Contracting Party shall consist of the following options. innoForce Est. shall have the choice either to:
  - a) refund the purchase price or
  - b) repair, or
  - c) replace the Software.No further warranty claims shall be considered.

This limited warranty shall not apply if the failure of the Software is due to an accident, misuse, or erroneous use. innoForce Est. assumes warranty for the replacement Software only for the remainder of the original warranty period. The period of warranty shall thus not be extended in the case of a replacement delivery.
- 6.3 innoForce Est. and its suppliers shall exclude themselves from all further warranty claims in relation to the Software and the printed material accompanying it. This exclusion applies also, but not exclusively, for the implied suitability for any given purpose.
- 6.4 Warranty rights shall expire within one year of purchase of the Standard Software or acceptance of software maintenance. Faults should be reported immediately upon discovery.

#### **Art. 7 Additional Regulations Covering International Contracts**

- 7.1. Where software is to be delivered abroad we shall assume no responsibility for checking whether or not the use of the delivered goods as assumed in the contract is permissible in accordance with legal requirements in the respective countries. Similarly, we shall not be liable for taxes incurred.
- 7.2 Where software is to be delivered abroad we shall not be held liable for any government measures, in particular import or export limitations, which cause delays in delivery.

#### **Art. 8 Security of Rights to Ownership of Property**

- 8.1.** The ownership of the goods delivered shall remain reserved from the contract until the receipt of all the payments due. Where an on-going business relationship exists ownership shall remain reserved from the contract until the receipt of all the payments due. This shall also apply when payment requests were recorded in an on-going account and the payment is made and acknowledged.

#### **Art. 9 Applicable Law, Place of Fulfilment of Contract, Jurisdiction**

- 9.1.** This contract shall be governed by Liechtenstein law.
- 9.2.** Place of fulfilment of all obligations arising from this Contract is Vaduz.
- 9.3.** We shall also reserve the right however, to bring litigation proceedings at the place of the customer's head office.

#### **Art. 10 Miscellaneous**

- 10.1** Should a clause of this contract be or become ineffective, the effectiveness of the other clauses in this contract shall remain unaffected by this. In such a case the parties shall be obliged to replace the ineffective clause with an effective one, commercially appropriate to what the parties had agreed, had they known of the ineffectiveness of the clause in question.

Balzers, February 2016, INNOFORCE Est.