

# Terms and Conditions

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## General

These terms and conditions apply from 1.1.2011

Our goods and services are provided exclusively on the basis of our Terms and Conditions as set out below. The validity of any terms or conditions whatsoever applied by the buyer is excluded, even if we do not expressly countermand such terms or conditions and carry out the delivery. Amendments and additions by the buyer will only take effect with our express written confirmation. They will apply only to the transaction in respect of which they have been agreed.

The legal invalidity of one or more provisions of this contract shall in no way affect the validity of the remaining provisions.

Our primary language is German.

## Prices and Payment Terms

The prices at the time of order are valid. Prices are subject to change.

The amount invoiced is due with no deduction and free of charges within 7 days of the date of invoice.

If the buyer defaults in payment, we are entitled to charge default interest of 5% above the applicable bank rate of the federal reserve bank of Austria.

## Delivery

Unless otherwise agreed, software will be delivered exclusively as download from our website. If a physical delivery has been agreed, delivery costs depending on shipping method, size, weight and number of packages will be charged.

## Retention of Title

Title to the delivered products shall remain vested in KARANITSCH IT Services and shall not pass to the buyer until the purchase price for the delivered products has been paid in full and received by KARANITSCH IT Services.

## Software Licenses

The software is licensed, not sold. This agreement only gives you some rights to use the software. KARANITSCH IT Services reserves all other rights. You may not work around any technical limitations in the software, reverse engineer, decompile or disassemble the software; use more copies of the software than specified in the license; publish the software for others to copy; rent, lease or lend the software.

### **Disclaimer of Warranty**

You get the software with a 30 day trial period. So the software is licensed "as-is." You bear the risk of using it. KARANITSCH IT Services give no express warranties, guarantees or conditions.

### **Limitation of Liability**

In no event shall KARANITSCH IT Services or his contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

### **Concluding Terms**

Insofar as not otherwise agreed, the statutory regulations applicable to registered merchants are exclusively those in force under Austrian law. This is the case also when the order is carried out outside of Austria. In case of conflict, it is agreed that only the responsible local court in the seller's place of business has jurisdiction. Application of the UN Contract for the International Sale of Goods (C.I.S.G.) convention is excluded.