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- As of 2019-01-19

General Terms and Conditions of Business

General terms and conditions of business of FRILO Software GmbH

Prices and terms of payment

The prices are exclusive the statutory value added tax (VAT). The amount of the invoice becomes due immediately after receipt of the products and the invoice and is payable without deduction.

Scope of delivery

We deliver the software stipulated in the contract of sale to the customer. Any support and maintenance services are subject to a separate agreement and additional remuneration.

Guarantee

We guarantee that the software is free from any defects that considerably affect or even destroy its suitability for the use agreed under the contract at the time of the passing of risks.

The period of guarantee for our software covers six months. It starts to expire at the time of the delivery of the software. During this period, we will provide diagnosis and correction of defects. The customer is however obliged to notify any detected defects immediately in writing and he/she will accept even repeated correction of defects by FRILO Software GmbH prior to putting forward any claims for reduction, conversion or compensation of damages.

Reservation of title

The ownership of the software and the data carriers passes over to the customer when the compensation due has been paid completely. If the customer maintains a continuous business relationship with FRILO Software GmbH, the obligation to pay entirely the compensation due is replaced by the obligation to pay all amounts due to FRILO Software GmbH. In the event of a delay in payment or other considerable violations of the contract by the customer, FRILO Software is entitled to claim the return of the software under reservation of title even if it does not resign from the contract.

Customer information

FRILO Software GmbH complies with its duty to inform and warn exclusively via internet publications at www.frilo.de. All information that should necessarily be published such as notes concerning application errors and their effects will be published and maintained in the "Service" area of the company's web site. Due to the customer's duty to cooperate, he/she is required to take notice of this area regularly.

Any claims against FRILO Software GmbH for damages that could have been avoided if the customer had taken notice of the relevant information in due time are excluded. Any liability regulations remain unaffected.

Liability

Our liability to the customer covers intent and gross negligence, the missing of warranted properties and the breach of decisive contractual obligations by FRILO Software GmbH. We are also liable for claims in accordance with the product liability law. All other cases are excluded.

Miscellaneous

The customer's general terms and conditions are not included in this contract. Stuttgart in Germany is the place of jurisdiction.

Licence agreement concerning the use of the software

Licence conditions

With the total payment of the applicable licence fee, the customer (licensee) acquires the non-exclusive right to use the software products of FRILO Software GmbH (licensor) for the intended purpose and in accordance with the scope stipulated hereafter. All rights going beyond the aforementioned ones remain with the licensor.

Conditions of use

A single-user licence allows the customer to use the FRILO Software GmbH software at an arbitrary location within the country for which the license was purchased. Installation on several workstations is fundamentally permitted. Simultaneous use of the software on several workstations requires additional licences, however. A single-user licence can be moved between different locations. The prices for multi-user licences are specified in our current price list.

Transfer of the software

Prior to transferring the software you must apply in writing for approval by FRILO Software GmbH. The transfer of software is subject to the payment of a fee. The transfer of single licences is not permitted. All licences acquired by the customer may only be transferred as a unit. The present licensee must ensure that he/she hands over all application copies to the future licensee and deletes them from his/her mass storage media. The customer's right of use terminates with the transfer of the software.

Reproduction of the software

The reproduction of the software to the extent necessary for the orderly backup of data is fundamentally permitted. The licensee must undertake all necessary measures to prevent any unauthorized reproduction of the software and any unauthorized transfer of the reproduced versions to third parties.

Copyright

The customer must not apply any changes to the software products other than those authorized by Art. 69e of the German copyright law (particularly not process, reverse engineer or extract parts of the software) and he/she must not use this software as a basis for the development of other software unless this was agreed in a separate contract with the licensor. Nor has the customer the right to remove any brand names, trade marks, copyright notes and other notes and measures protecting the software from it.

Contractual penalty

The customer accepts to pay for each case of breach of the afore-mentioned contractual obligations a contractual penalty that is at least five times as high as the licence fee for the relevant software according to the current price list.

Natural or legal persons who possess and use unauthorized copies of the software of FRILO Software GmbH for commercial purposes will have to pay a contractual penalty that is twice as high as the sum of all list prices for the software of which they possess and use unauthorized copies.

Software Maintenance Contract

The licensee can conclude a Software Maintenance Contract (SMC) for the acquired software. The SMC must always be concluded for **the totality of** the acquired applications. All updates are free of charge under the SMC. You can find further information on the SMC in the section "Software Maintenance Contract".

Update of existing applications

Customers who have not concluded a SMC will have to purchase new application versions on the basis of a contract of sale. The price for the update depends on the increased scope of performance and will amount at least to 10 % of the application's list price per year.

Hotline

Hotline services are always free of charge for customers that have concluded a SMC. Customers without SMC have the right to use our hotline free of charge for the acquired licences during three month after the purchase of a new application. The purchase of an update does not entitle the customer to use the hotline free of charge.

You can find the telephone numbers and the availability times of our hotline service on the web at www.frilo.eu or www.frilo.com .

Miscellaneous

All prices are exclusive the statutory value added tax.

The general terms and conditions of FRILO Software GmbH as well as the licence agreement apply. If software maintenance have been agreed, the Software Maintenance Contract of FRILO Software GmbH applies.

Software Maintenance Contract of FRILO Software GmbH

Subject matter

The Software Maintenance Contract (SMC) comprises the maintenance of the current application versions.

The maintenance of the software includes the following services:

- Adjustment to technical modifications of the operating system
- Adjustment to modifications of the applicable calculation methods
- Functional extensions of the applications

The customer cannot claim modifications to former application versions.

Services

The Software Maintenance Contract comprises the following services:

- **Automatic Updates** of all applications used under the licence. The number, the time of availability and the contents of the update are at the sole discretion of FRILO Software GmbH.
- Our **Hotline** is available **free of charge** for inquiries by telephone, e-mail, letter or fax. The hotline deals with software problems occurring during the use of the applications. Any further support services concerning the solution of statistical problems with the application or general IT problems are not task of the hotline and not included in the SMC.
- **Direct access** to the service area to download the current application version from the internet.
- **Subsequent purchase** of additional applications with a discount on the current list prices. The discount is only granted with SMCs exceeding a specified minimum volume (see price list).
- **Training** on the use of the applications at a reduced rate per day.

Execution of the agreement

If new application versions require an adjustment of the licensee's hardware or operating system, he/she must ensure these measures on his/her own behalf prior to the installation of the update. The licensee cannot claim the maintenance of his/her version of the application used in combination with a special operating system.

Cancellation of applications

If individual applications are removed from the portfolio of FRILO Software GmbH or the software maintenance scope the licensee cannot claim replacement. The service fee will be recalculated according to the new scope of applications.

Reimbursement

The service fee for the totality of the software of FRILO Software GmbH used by the licensee is invoiced as a yearly fee. Service fees are listed in the pricelist. The regulations concerning multiple use/additional sites are stipulated in the price list.

The fee is payable in advance after the contract date either once per year or every six months.

Guarantee

The terms of guarantee stipulated in the Terms and Conditions of Business apply to the software. The software maintenance and support are to be considered as services rendered on the basis of this agreement. FRILO Software GmbH does not owe the successful solution of the problem due to the advice given or other services rendered by its service team to the customer.

Termination of the contract

The duration of the contract is unlimited. Both parties can terminate the contract with a notice period of three months to the expiry of the minimum duration agreed in the contract.

After the minimum contract period, the contract is automatically extended annually by one year and can be mutually terminated with a notice period of 3 months to the respective contract end.

The notice of termination must be transmitted in writing to the other party.

Liability

The General Terms and Conditions of Business of FRILO Software GmbH apply.