

Special Terms and Conditions of Sale and Delivery for the transfer of software from Roth Hydraulics GmbH

I. General / Scope

1. As a basic principle, our General Terms and Conditions of Sale and Delivery apply to software deliveries. The following Special Terms and Conditions of Sale and Delivery supplement our General Terms and Conditions of Sale and Delivery or replace them in the event of deviations.
2. Of the following provisions or the provisions that deviate from the statutory provisions - particularly in the ordering party's conditions of purchase - we are bound only by those that have been confirmed by us in writing. The unconditional delivery and/or the free delivery of software by us do not constitute the recognition of deviating provisions.

II. Licensing / scope of use

1. We grant the customer a non-exclusive right to use the licensed products (software including documentation).
2. The customer may reproduce/copy the software only if this is necessary for using the software for its intended purpose (e.g. installing the software) and/or to create a backup copy. Further reproductions, including printing the program code and copying the documentation, require our prior written consent. If the documentation is only available in electronic form, the customer is entitled to print a copy.
3. In the case of software upgrades and updates, all copies of the previously licensed software, including any copies stored on the hard drive, must be destroyed within 60 days of the software being purchased. We reserve the right to demand satisfactory proof from the customer that previous copies of the software have been destroyed.

III. Limitations

1. The customer may not reverse engineer (reverse assemble, reverse compile) the software or otherwise convert it into another form.
2. The customer is obliged to affix the copyright notice and all other information regarding industrial property rights to all full or partial copies of the software (including data carriers) in the same way as is done on the original version of the licensed software.
3. The right granted by us to use software may only be transferred to third parties with our prior written consent. Issuing sub-licenses or transferring the software to third parties temporarily is not permitted.

IV. Data backup

1. The customer is obliged to ensure that data is actively protected before installing the software or a software update. Furthermore, it is the customer's responsibility to put in place adequate continuous data backup measures that correspond to the level of risk.
2. We do not accept liability for damage caused by a lack of data backup measures.

V. Protective rights

We reserve copyright, industrial property rights and other rights to the software.

VI. Warranty

1. The contracting parties agree that it is impossible to develop software based on the state of the art that functions in all applications and combinations without errors. Alleged errors that cannot be reproduced are excluded from the warranty.
2. The customer is obliged to provide an accurate written description of the defect and its manifestation, as well as verifiable documentation regarding the type of defect/error, how it manifests itself and the impact it has.
3. We guarantee that the software essentially includes the features and functions listed in the description of the program (online help) and that the data carrier on which the software may be supplied is free from material and processing defects. No further warranty exists. In particular, we do not guarantee that the software meets the expectations, requirements and demands of customers for uninterrupted or error-free operation.

VII. Limitation of liability

1. Technical computer programs are tools intended only for use by trained specialists. They are intended to be used, among other things, to support project planning, not to replace independent checks of the safety and suitability for use of the selected products or the demands made of them. As the software can be used in a wide range of situations, it has not been tested in all of the situations in which it can be used. The user of the software is responsible for ensuring that the software is used for its intended purpose.
2. We cannot accept liability, for whatever reason, beyond the terms of the warranty (section VI). As a basic principle, liability is limited to the purchase price paid for the software.
3. We assume no liability whatsoever if the software was received free of charge as a gift (freeware). We accept no liability for material or title defects, in particular for the accuracy, correctness, completeness and usability of the information.
4. The limitation of liability does not apply if damage is caused as a result of intent or gross negligence or if liability is mandatory in cases of injury to life, limb and health.

VIII. General provisions

If any provision of these Terms and Conditions is invalid, in whole or in part, the effectiveness of the remaining provisions is unaffected.

As at: 01/2013