

Area of application

The products, services and supplies of Synactive GmbH are provided exclusively under the terms of the *Allgemeine Geschäftsbedingungen* (AGB), to which this English text is a guide. Differently worded terms and conditions stipulated by the client, whether made verbally or in print, apply only if they have been acknowledged by Synactive GmbH in writing. Any claims to the contrary based on the client's terms of business or purchase are, as a precaution, hereby revoked. *German law and the German text apply.*

Delivery and payment

Synactive GmbH delivers software and concomitant documentation physically on electronic media or electronically via e-mail. All care is taken that at the time of delivery the products are virus-free and safe to use.

Payment is considered as having been made when Synactive GmbH can dispose of the amount that has been debited. Until then the products delivered remain the property of Synactive GmbH (conditional commodity).

The client has the right to use the delivered software and obtain hotline support once full payment has been made. Any legal costs incurred, lawyer and court fees, required to claim overdue payment will be debited to the client.

Hotline support

For a period of 12 months starting from purchase date Synactive GmbH processes all inquiries free of charge, be they error messages or minor points of consultancy directly connected with the products purchased from Synactive GmbH. The support is offered as follows:

1. Internet pages including documentation and helpful questions and answers (Q&A)
2. Support via e-mail. The questions are usually answered within two working-days
3. In urgent cases telephone support by Synactive GmbH, or by authorized partners, during normal office hours and to a justifiable extent (i.e. in a reasonable ratio: purchase price / time & work required)
4. All reported errors will be rectified if this is technically possible and can be done with reasonable development costs, compared to the product price. The corrected versions are then made available by Synactive GmbH in the Internet (on our homepage www.synactive.com)

Servicing contract

On expiry of the initial 12 months following purchase, Synactive GmbH offers an optional servicing contract at a cost of 15% of the purchase price, per further year. The servicing contract covers hotline support to the same extent as defined above and, in addition, relevant updating, i.e. functionally extended versions of the purchased products which are completed during the run-time of the servicing contract. Anomalies may be reported by e-mail, in writing or by phone, and they will be looked into within four working days of being reported. Synactive GmbH will make all efforts to speedily resolve the client's problem.

If a new maintenance contract is concluded after a period without a maintenance contract, Synactive GmbH offers the contract at 15%, based on the currently valid product prices.

A servicing contract, if desired by the client following the initial 12 months, is concluded in writing for further periods of 12 months at a time.

Guarantee / Warranty

Since no software is absolutely infallible, infallibility cannot be guaranteed. Standard software is considered contractually acceptable if it meets normal requirements in performing the functions set out in the program description and specifications at the time the contract is entered into.

The right to warranty claims against Synactive GmbH expire after 12 months; they can only be made by the purchasing client and are not transferable.

Where shortcomings are reported, Synactive GmbH is bound to undertake corrective action, and is entitled to make three attempts to do so, with the client's full cooperation. In the case of inexplicable failure to correct the fault, a partial reduction in the cost price of the software may be appropriate, the reduction being in reasonable proportion to the fault's consequences. There is no warranty on extras that have been provided free of charge as a favour (e.g. customized adjustments).

Liability

The liability of Synactive GmbH is limited to such damage as is typical and might have been anticipated under the given circumstances at the time of installation. The maximum liability is the purchase price. Synactive GmbH staff cannot be held personally liable. The liability of Synactive GmbH for irresponsible and grossly negligent behavior as set out under German law remains hereby unaffected.

Neither Synactive GmbH nor their suppliers are liable for such damage (damage from loss of earnings, loss of data or professional information, operating interruption, or other financial loss), resulting from the use or the non-usability of the purchased Synactive products, even if Synactive had been informed of the possibility of such damage.

Patent rights

All software-programs, manuals, internet pages and other documents made available by Synactive GmbH, either free of charge or against payment, are protected by copyright.

The software is delivered in accordance with the conditions specified in the *Allgemeine Geschäftsbedingungen* (AGB). All present and future copyright and/or commercial patent rights of the software-programs delivered by Synactive GmbH and all programs derived from it, program parts or documents pertaining thereto, remain the property of Synactive GmbH, notwithstanding the purchaser's right to normal use of the purchased products by as many employees as specified in the contract. Normal use means the use for which the designers intended the products to be used.

Additional conditions

The place of jurisdiction in matters concerning Synactive GmbH is Stralsund.

Synactive GmbH undertakes as a matter of course to treat client related information (including contract conditions) confidentially, not to disclose it to third parties and to use it only for the purpose the client intended.

Should one or more regulation in these general terms of business be or become ineffective or incomplete, then the contracting parties will replace or complete them by appropriate amendments which correspond as far as possible to the economic purpose of the intended regulations. The validity of the remaining regulations remains unaffected.