usedSoft®

General Terms and Conditions of the usedSoft Group (hereinafter "usedSoft") for the sale of software

§ 1 General Overview

1. The following General Terms and Conditions of Sale (hereinafter referred to as "Sale GTCs") shall apply to all companies belonging to the usedSoft Group (hereinafter referred to as "usedSoft"), i.e., usedSoft Deutschland GmbH (D-Dortmund), usedSoft Österreich GmbH (A-Vienna), usedSoft France SARL (F-Paris), usedSoft Benelux BV (NL-Amsterdam), as well as usedSoft International AG (CH-Zug).

2. These Sale GTCs shall apply automatically in all cases in which usedSoft sells software licences to its customers, regardless of whether this takes place online or offline.

3. The version of the Sale GTCs valid at the time of the conclusion of the contract shall apply.

§ 2 Scope of Application

1. The Sale GTCs shall apply exclusively; deviating or additional terms and conditions of the customer, as well as the customer's own terms and conditions shall not become part of this contract, even if usedSoft does not expressly object to them. The unreserved acceptance of orders by usedSoft shall likewise not imply acceptance of deviating or additional conditions or acceptance of the customer's terms and conditions.

2. The Sale GTCs shall apply only to companies, legal entities under public law, and special funds under public law.

§ 3 Area of Service, Service Features, Conclusion of Contract

1. usedSoft distributes software licence rights exclusively in Europe. Accordingly, service consists of the transfer of the software licence to software programs. The area of service includes the countries of the European Union, the other member states of the European Economic Area (EEA) and Switzerland. The scope of the usage rights conferred by the software licence is based on the compulsory provisions of copyright law, as well as the licence terms of the rights holder (especially, the respectively applicable contractual terms and conditions pursuant to PUR (Product User Rights), EULA (End User License Agreement), etc. The usage rights to the software programs are transferred in accordance with statutory provisions, in particular the provisions on copyright.

2. Order forms signed by the customer will be considered to be an offer by the customer. usedSoft may accept such offer within four weeks.

3. Likewise, the product presentation in the online store does not constitute a binding offer to conclude a contract of sale. An order placed in the online store also constitutes an offer by the customer, which usedSoft may accept within four weeks.

4. By clicking on the order button in the last step of the purchasing process, you are making a binding offer to purchase (sec. 145 German Civil Code (BGB)). A confirmation of receipt sent by usedSoft does not yet represent an acceptance of the customer's offer to purchase. A contract is not yet concluded upon confirmation of receipt.

5. A contract of sale will be concluded only when usedSoft explicitly confirms the order in writing, upon individual conclusion of a contract or when usedSoft issues an invoice.

6. The service content to be delivered is derived exclusively from usedSoft's written order confirmation, from the individual conclusion of a contract or from issuance of an invoice by usedSoft.

7. If the installation/activation of the software programs, for which the customer has acquired software licence rights from usedSoft, requires the entry of a number code issued by the rights holder, such as a product key, installation ID, product ID, etc. (hereinafter "activation code"), then one activation code will be included for each software licence right acquired within the scope of delivery. One must exactly comply with the entry method stipulated by the rights holder when using the activation code.

8. The provision of a copy of the software program that is suitable for installation does not constitute part of the scope of delivery. If the customers do not have the requisite installation programs for installing the software program and are also unable to procure these (e.g., via download from the rights holder's homepage), then usedSoft will provide a data carrier free of charge that will permit installation.

§ 4 Terms of Payment

1. The prices agreed upon and listed in the respective order confirmations or invoices shall apply. Those prices are indicated strictly as net figures and are subject to further legally applicable value added tax, to the extent required by national or international regulations.

2. usedSoft invoices are payable immediately without the deduction of transfer and processing fees. In the event of delay, the customer shall pay the legally applicable default interest.

3. The customer has the right to offset charges against a company affiliated with the usedSoft Group that also holds a purchase price claim, provided the purchase price charges being offset are not disputed by usedSoft or have been confirmed by a legal authority.

§ 5 Delivery, Schedule

1. Delivery and service schedules are defined in the order confirmation and/or the contract. Unless otherwise agreed upon, delivery shall take place within 2 to 15 business days.

2. All usedSoft service obligations are subject to timely receipt of supplies by usedSoft. In the event of delayed supplies through no fault of usedSoft, or in the event of other miscellaneous hindrances for which usedSoft is not responsible, usedSoft shall have the right to postpone the transfer of rights for an appropriate period of time without being liable for indemnification of costs or damages.

§ 6 No Service; System Responsibility

1. usedSoft exclusively sells software licences. The company does not provide additional services, installation support or the like.

2. The customer is solely responsible for the operability of the programs to which license rights were acquired from usedSoft, as well as for all issues associated with operating the programs. usedSoft disclaims all liability for software errors and consequential damages.

§ 7 Warranties, Liability, Legal Rights

usedSoft's liability for incurred damages shall be restricted to intent and gross negligence. This shall not apply to damages regarding injury to life, body or health. Furthermore, statutory stipulations shall apply.

§ 8 Data Privacy and Use of Customer Data for Order Processing

The provisions regarding data privacy are detailed in the Data Privacy Declaration, which can be accessed over the Internet at www.usedsoft.com/en/Privacy-Policy/. In addition to the Data Privacy Declaration, the customer furthermore agrees that usedSoft may use data voluntarily provided by the customer as needed within the scope of the execution of the contract, especially for procuring the activation code pursuant to § 3 number 7, for registering software licences, and for similar processes on the customer's behalf.

9 Legal Venue and Applicable Law

The legal venue for all actively negotiated usedSoft Deutschland GmbH disputes resulting from contracts between usedSoft Deutschland GmbH and a customer shall be Dortmund (Regional Court District Dortmund) or the court holding jurisdiction over the customer's domicile, as elected by usedSoft Deutschland GmbH. Otherwise, Dortmund (Regional Court District Dortmund) shall be the legal venue. The contractual relationship between usedSoft Deutschland GmbH and the customer is governed exclusively by German law to the exclusion of the UN Convention on the International Sale of Goods (CISG).

The legal venue for all actively negotiated usedSoft France SARL disputes resulting from contracts between usedSoft France SARL and a customer shall be Paris, or the court holding jurisdiction over the customer's domicile, as elected by usedSoft France SARL. Otherwise, the legal venue shall be Paris/France. The contractual relationship between usedSoft France SARL and the customer is governed exclusively by French law to the exclusion of the UN Convention on the International Sale of Goods (CISG).

The legal venue for all actively negotiated usedSoft Österreich GmbH disputes resulting from contracts between usedSoft Österreich GmbH and a customer shall be Vienna/Austria, or the court holding jurisdiction over the customer's domicile, as elected by usedSoft Österreich GmbH. Otherwise, the legal venue shall be Vienna/Austria. The contractual relationship between usedSoft Österreich GmbH and the customer is governed exclusively by Austrian law to the exclusion of the UN Convention on the International Sale of Goods (CISG).

The legal venue for all actively negotiated usedSoft International AG disputes resulting from contracts between usedSoft International AG and a customer shall be Zug/Switzerland, or the court holding jurisdiction over the customer's domicile, as elected by usedSoft International AG. Otherwise, the legal venue shall be Zug/Switzerland. The contractual relationship between usedSoft International AG and the customer is governed exclusively by Swiss law to the exclusion of the UN Convention on the International Sale of Goods (CISG).

The legal venue for all actively negotiated usedSoft Benelux BV disputes resulting from contracts between usedSoft Benelux BV and a customer shall be Amsterdam, or the court holding jurisdiction over the customer's domicile, as elected by usedSoft Benelux BV. Otherwise, the legal venue shall be Amsterdam/Netherlands. The contractual relationship between usedSoft Benelux BV and the customer is governed exclusively by Dutch law to the exclusion of the UN Convention on the International Sale of Goods (CISG).

§ 10 Miscellaneous

1. All agreements and any other supplemental agreements that amend or differ from these provisions must be in written form in order to be valid. This also applies to revocation of the requirement for written form itself.

2. If any provisions of this contract are or become invalid or unenforceable after the conclusion of the contract, the validity of the remaining provisions of the contract shall remain thereby unaffected. Invalid or unenforceable provisions shall be replaced by valid and enforceable provisions, which come as close as possible to the financial objective that the contractual parties intended to achieve through the invalid or unenforceable provisions. The above provisions shall apply accordingly in the event of gaps or omissions in the contract.

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