1. GENERAL

1.1 The present license terms apply for user software from MONTRATEC provided that the arrangement has not been made for the specific case. Deviating terms of the customer are not valid, even if they have not been expressly rejected for the specific case.

1.2 If the software is part of a delivery contract for equipment (main contract), then solely the terms of the main contract are valid in place of the following items 5, 8 and 10.

1.3 Collateral agreements and amendments must be in written form in order to be valid.

2. RIGHT OF USE

2.1 MONTRATEC assigns to the customer a right of use that is non-exclusive, inalienable and unlimited in time for the software programs included in the supplied system. The right of use is limited to the system defined in the contract. Use in other systems having PC control is admissible only with the prior written consent of MONTRATEC.

2.2 The customer is not entitled to pass on to a third party any software or parts thereof or appertaining documentation and information.

2.3 If the customer replaces the system as a result of reinvestment, the right of use on the system relating to the present contract ceases. In the event of the system being sold and the customer wishing to include the software programs in the sale, this shall require the consent of MONTRATEC. In the event of sale, the customer shall draw the purchaser’s attention to the right of use lacking in the absence of such consent.

3. RIGHTS OF DUPLICATION

3.1 The customer is entitled to make backup copies of the programs under license, as far as is necessary in the course of business. The transmittal of backup copies to third parties is excluded.

3.2 It is inadmissible for printed records, documentation and the like under license to be duplicated without MONTRATEC's express consent. Duplications shall be marked with MONTRATEC's copyright annotation.

4. SCOPE OF PERFORMANCE

4.1. The scope of performance and function of the programs under license shall be governed solely by the product specifications applicable upon conclusion of the contract. Any further-reaching agreements subsequent to conclusion of the contract shall be made in writing, shall be subject to scrutiny of the work involved and may lead to an increase in the software and hardware price as well as to deferral of the delivery date.

4.2 Antivirus protection is not part of the scope of delivery. The customer has to provide himself an antivirus protection.

5. DOCUMENTATION

5.1 The customer shall receive the documentation necessary for use, for example a functional description, instructions for use and general information for the operation of the system.

6. ADDITIONAL SERVICES/ SUBSIDIARY OBLIGATIONS

6.1 Unless expressly agreed otherwise between the parties, MONTRATEC or a third party ordered by MONTRATEC will install the programs. The customer bears the sole risk for specifying the programs and their suitability for the applications envisaged by the customer.

6.2 Instruction, training and other technical customer support are not matters covered by these terms.

7. PROPERTY RIGHTS

7.1 MONTRATEC shall remain the owner of all the rights, particularly the copyright on the programs under license, the appertaining records, documentation and the like, as well as all copies in full or in part made by the customer.

7.2 Any conversion of the programs, even if made only in part, is inadmissible in the absence of the prior written consent of MONTRATEC. The customer shall draw his employees’ attention to MONTRATEC’s property rights in appropriate form.

8. DELIVERY TIME

8.1 Even if MONTRATEC agrees to delivery date or a delivery period, the term for delivery of the programs shall be deemed to be only approximate and it shall be admissible for MONTRATEC: to exceed the term by a reasonable period, unless MONTRATEC has given express written confirmation that an agreed delivery date is fixed. In the event of the customer instructing that changes be made after conclusion of the contract, the delivery term shall be extended by a period that is reasonable and needs MONTRATEC operational capacity.

8.2 Insofar as liability for damages exists due to delay in delivery (cf. item 10), such shall be limited to max. 10 % of the value of the software with which MONTRATEC is behind schedule, to the exclusion of any further claims.

9. WARRANTY

9.1 MONTRATEC warrants that the programs under license comply with the operational and performance features that are included in the product specification applicable upon conclusion of the contract or were especially agreed. The warranty claims for programs end 12 months after the day on which the programs were handed over to the customer.