

General Terms and Conditions of Business of United Planet GmbH

§ 1 General

1. The business, delivery, and payment conditions of United Planet GmbH apply exclusively. Differing conditions of an orderer require our written permission.
2. We reserve the right to make technical changes as the result of technical advances.
3. Additional conditions apply for licensing contracts. These can be ordered from us free of charge.

§ 2 Placement of Orders

Placing an order shall be placed primarily in writing or by facsimile. In the case of an order placed orally, the orderer takes responsibility for any transmission errors or other misunderstanding.

§ 3 Delivery

The costs for delivery shall be borne by the orderer. If the orderer discovers damage to the packaging, it must be confirmed by the transport company. In the case of transport damage that is only recognizable after opening the packaging, United Planet GmbH must be notified in writing within one week of receipt of goods.

§ 4 Conditions of Payment - Settlement of Claims

All invoices shall be paid immediately and in full, with payment to be received by the due date of the invoice at the latest. All prices are listed excluding the applicable sales taxes. Changes to prices can be made if the period between signing of the contract and agreed time of delivery exceeds two weeks. The nonbinding sales prices defined by United Planet GmbH shall apply. We reserve the right to charge late fees in the event of payment delay. The customer may only make charges to United Planet GmbH if the charges have been determined to be legally binding or with the agreement of United Planet GmbH.

§ 5 Deliveries to Businesses Outside Germany

When delivering to another country, the German Value Added Tax (VAT) will not be charged. The national import sales tax, import duty, or other fees shall be paid by orderer. All invoices shall be paid in full, with payment to be received by the due date of the bill at the latest. The payer shall bear all fees and outlays (= "OUR"-transfer). The invoice shall be issued in Euro.

§ 6 Deliveries Outside Germany to Nonbusinesses/Private Persons

The rules regarding the corresponding national tax laws shall apply. Fees and duty, where applicable, shall be borne by orderer. The payer shall bear all fees and outlays (= "OUR"-transfer). The invoice shall be issued in Euro.

§ 7 Reservation of Property Rights

The United Planet GmbH reserves ownership of delivered goods and all rights to it until complete settlement of all claims, including those arising from other contracts or open accounts. The orderer is required to provide notification, without delay, of any change of residence or place of business, as long as claims regarding delivered goods remain open or the goods have not yet been delivered.

§ 8 Data Storage

Notice pursuant to § 33 BDSG (Bundesdatenschutzgesetz or German Data Protection Act): customer data will be stored.

§ 9 Warranty

The United Planet GmbH guarantees that, at time of delivery, the data storage mediums shall be physically free of material and manufacturing defects and the software can be used as described in the documentation. The United Planet GmbH assumes no responsibility that the software will fulfill the task assigned to it by the customer.

The contractual parties therefore agree that, due to current technological standards, it is not possible to eliminate all software defects. United Planet GmbH assumes no liability for any damage resulting from this.

Gross negligence or intentional misdeed remains unaffected by this agreement.

Complaints regarding a delivery or invoice may only be made within 30 days of receipt, in writing to United Planet GmbH.

§ 10 Rights - Licensing Conditions

All rights to the software and data (independent of storage medium) lay exclusively with United Planet GmbH.

By opening the seal, the following license conditions shall be accepted:

1. Upon delivery of our software and data, we grant the customer the exclusive and non-transferable authorization to use the software and data on one computer belonging to the customer - in the case of network licenses, in one local network corresponding to the number of purchased user licenses.
2. Making copies of the software and data in a way not permitted by law, in accordance with the license, and required technically is forbidden. The customer possesses the right to create a copy exclusively for backup purposes.
3. It is forbidden to duplicate, distribute, rent, grant sub-licenses to third parties or otherwise provide access to others of the software or the data without the express written permission of United Planet GmbH.
4. It is also forbidden to change, modify, adjust, decompile, or reverse engineer in any way the software or data, as well as the corresponding documentation or parts thereof, in excess of the limits set by §§ 69d clause 3 and 69e UrhG (Urheberrechtsgesetz or German Copyright Act).

§ 11 Retailers

We deliver our software and data to retailers exclusively for the purposes of further sale in our own name and account to end customers. Therefore, we authorize retailers to sell our software and data according to the stipulations listed under § 10 above.

§ 12 Place of Performance - Place of Jurisdiction

The place of performance is Freiburg im Breisgau. The laws of the Federal Republic of Germany apply exclusively. The place of jurisdiction is Freiburg im Breisgau, or if United Planet GmbH so chooses, the place of jurisdiction for the customer, if the customer is an established merchant or similar. In the case of international contracts, the German court with jurisdiction over the physical area and legal field of United Planet GmbH shall be used. If United Planet GmbH so chooses, the court in the capitol city of the customer may also be used instead.

§ 13 Right of Withdrawal

If you have agreed to a contract with United Planet GmbH without being physically present at the company (distance sales contract), you may withdraw from your contractual agreement within two weeks in text form (such as in a letter, fax, e-mail) without listing reasons. The deadline for this begins at the earliest with the receipt of this notice. In order to ensure compliance with the withdrawal deadline, the withdrawal notice and a signed declaration of deletion of received licenses and software must be sent within this time period. The withdrawal must be sent to: United Planet GmbH, Postfach 1731, 79017 Freiburg, E-Mail: info@unitedplanet.de, Fax: +49(0)761 / 20703-530.