

# General Terms and Conditions of hsk-welding solutions gbr

(hereinafter referred to as hsk)  
Status April 2021

## §1 General

Our terms and conditions of business, delivery and payment shall apply exclusively and shall be binding for all business relations. We expressly reserve the right to amend or supplement the content of these general terms and conditions for individual transactions by means of corresponding written supplements.

For software license agreements there are supplementary provisions of the END USER LICENSE AGREEMENT.

## §2 Order placement

### 2.1 Offer - Offer Documents

Offers shall be prepared by the hsk free of charge. hsk may invoice quotations - insofar as they exceed the usual scope - separately, insofar as this was pointed out prior to preparation and is agreed to by the Client with an express, separate declaration and whereby the respective legally valid value added tax is included. In the event that an order is placed, the amounts invoiced shall be set off against the total price.

### 2.2 Award of order

The order must always be placed in writing (also by fax). If the order is only placed verbally, transmission errors and any misunderstandings shall be at the Purchaser's risk.

### 2.3 Order confirmation

All offers of the contractor are subject to confirmation until the order is confirmed. If the Contractor's order confirmation deviates from the Customer's order, a contract shall only be concluded in this case upon the Customer's confirmation.

### 2.4 Authorizations

Necessary official and other authorizations for the execution of the order shall be procured by the Purchaser. In the event of final rejection of the required approval, the Customer shall be entitled to terminate the contract. The costs incurred until the final rejection of the required approval shall be at the Customer's expense.

## §3 Delivery

Delivery shall be made at the expense of the Purchaser. If the purchaser recognizes damage to the packaging, this must be certified by the carrier. Damages in transit, which only become visible after opening the goods, have to be reported to hsk-welding solutions in writing within 5 days

### 3.1 Retention of title

hsk-welding solutions retains ownership of the delivered goods and all rights until full payment has been made. The customer is obliged to inform hsk-welding solutions immediately of any change of his place of residence/business as long as claims are still outstanding or the goods have not yet been delivered.

## §4 Terms of payment

Unless otherwise agreed, all invoices are due net immediately upon receipt. After expiry of this period, the client shall be in default of payment. During the period of default, the client shall pay interest on the monetary debt at a rate of 8% above the prime rate of the ECB.

### 4.1 Software- FINAL LICENSE AGREEMENT

The purchaser will receive the final license key only after full payment. Bank charges shall be borne by the Purchaser.

## §5 Service

The written order confirmation is binding for the scope of services / developments. If this deviates from the order of the purchaser, a contract is only concluded with the confirmation of the purchaser.

## §6 Industrial property rights

All rights to our software and our data and documents (regardless of the storage medium) are the exclusive property of hsk-welding solutions. This does not apply to software, data and documents that have been created within the scope of a service for the ordering party.

## §7 Warranty

### 7.1 Software

hsk-welding solutions warrants that, at the time of delivery, the physical data carriers or the computer program transferred by download, including any program descriptions or operating instructions supplied with it, are free of errors under normal operating conditions and that the software can be used as described in the documentation, essentially corresponding to the functions described.

Complaints about deliveries or calculations can only be made in writing to hsk-welding solutions, Blauehutstrasse 16, Viernheim (Germany) within 30 days of receipt.

hsk-welding solutions does not assume any warranty for defects which are due to conditions of use other than those intended for the software, to accident, improper handling or the like.

No warranty is given for the results obtained by the user of the software. The user assumes sole responsibility for the selection and application of the data. For software STARTER-Edition and beta versions provided free of charge, any warranty and remedy of defects is excluded.

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hsk is liable for the duration of 24 months for consumers, for the duration of 6 months for commercial customers, in each case from the handover of the software product, (time of license transfer) that the software product is free of defects that significantly reduce the use shown in the documentation. hsk does not guarantee that the SOFTWARE PRODUCT can be operated without errors or that any defects can be eliminated, that the SOFTWARE PRODUCT or its functions meet your requirements as well as the purpose of use desired by you.

hsk does not assume any warranty for the completeness and correctness of the content. Commercial customers must notify us in writing of any obvious defects within a period of one week from receipt of the goods. Otherwise, the assertion of a warranty claim is excluded. We shall only be liable for damages other than those resulting from injury to life, limb and health insofar as these are based on intentional or grossly negligent conduct or on culpable breach of a material contractual obligation by us or our vicarious agents. Any further liability for damages is excluded. Insofar as there is no grossly negligent or intentional conduct, hsk or its sales partners do not assume any liability for

\* any losses arising from the use of the SOFTWARE PRODUCT.  
(including loss of business profits or lost profits in an unlimited amount),  
\* damage to or loss of stored data,  
\* business interruption,  
\* any other tangible or intangible losses incurred because of the use or prevention of use even if hsk or its distributors have been advised of the possibility of such losses.  
Any claims for damages are limited in amount to the license fee paid, regardless of the basis of the claim. Any claims expire in any case 12 months after delivery.

For software provided free of charge, for example STARTER-EDITION and beta versions, any liability by hsk-welding solutions is excluded.

## §8 Compensation, Assignment

(1) The Customer shall only have the right of compensation if his counterclaims have been legally established.

(2) hsk-welding solutions reserves the unrestricted right to assign all claims against the Customer to third parties.

## §9 Fulfillment / Place of Jurisdiction

German law shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction for all claims arising from the contractual relationship is Bensheim / Hessen / Germany agreed.

## §10 General Provisions

(1) By installing the Software, the Customer confirms that he has read these General Terms and Conditions/License Agreement and that he agrees to the terms and conditions. Any change or addition to this contract must be made in writing. Subsidiary agreements to this contract in oral form do not exist.

(2) The Customer will oblige his employees or other persons and companies who use or have access to the software in writing not to use the software contrary to the provisions of this license agreement.

(3) hsk-welding solutions reserves the right to include the name of the Customer (including company headquarters) in a reference list for marketing purposes and to announce that a business relationship exists between hsk-welding solutions and the Licensee.

## §11 Salvatory clause

Should some provisions of these General Terms and Conditions be legally untenable or invalid, all other provisions shall remain legally valid. Ineffective provisions shall be replaced by provisions that come as close as possible to the original meaning. In the event of disagreements, an attempt will be made to settle the matter by arbitration with the assistance of the Chamber of Industry and Commerce (IHK), insofar as this is mutually agreed.

## §12 Data protection

Notice in accordance with the Data Protection Regulation DSGVO: The customer data will be stored.

hsk-welding solutions gbr  
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