

General Terms and Business Conditions of uib gmbh

Ethical Principles

uib as a company is committed to the freedom of information, the careful use of resources and the respect for human rights.

We are putting this commitment into entrepreneurial action by publishing most of our software as Open Source and by ordering goods from environmentally friendly component suppliers.

Also we forgo business connections with companies give us reason to doubt that they meet our ethical standards, especially in the case of manufacturing and distribution of:

- weapons which harm the civil population, such as anti-personnel mines, weapons of mass destruction or cluster bombs,
- nuclear power plants,
- genetically manipulated plants or animals,
- inhuman, racist or fascist publications.

Contract Period and Termination of Support Contracts

Unless otherwise agreed, the following regulations are applicable:

The support contract runs initially for one year and is automatically extended by one year if not cancelled in writing three months before expiration. In the case of contract extension the respectively applicable price list shall apply.

The period for notice of cancellation is 3 months and notice must be given in written form.

Invoicing and Payment Procedures

If not explicitly agreed in a different form, support services have to be paid once a year in advance. For different modes of payment extra costs will be charged:

For half-yearly payment 100 € / year, for quarter-yearly payment 200 € / year.

The invoicing of support more than the free minutes, is quarter-yearly and contains a performance record.

Subscriptions for updates are payable for one year in advance. Our invoices are payable without any deduction within 14 days.

Business Hours for Support

The response time is generally within one working day. Availability by phone is guaranteed Monday to Friday from 9 am to 5 pm.

Public holidays, carnival Monday (Rosenmontag) and the period from 24th of December to 1st of January are excluded from that.

Exclusion of Support Services

Support services can be refused by uib gmbh without entitling to compensation in the case that:

- the customer does not provide the specified log files.
- the customer refuses to install the required updates.
- the customer runs opsi with unauthorized modifications.
- the customer denies privileged access to a system which is subject of the support agreement and a privileged access was agreed before.
- the customer is in delay with the payment.
- the customer acts against our ethical principles (as listed above), which we become aware of after conclusion of the contract.

Contractual Liability

uib gmbh endeavours by careful and skilful work to prevent damage suffered by the customer.

To cover the residual risk uib has taken out an IT liability insurance. Limitations and exclusions contained in the relevant policy (such as non-insurable risks) are disclaimed from our liability in accordance with applicable law and regulations.

Liability is limited to 1.500.000 € for personal injuries and 500.000 € for other damages.

A liability for consequential damages, including, but not limited to, loss of data, stoppage of production, loss of profit by using opsi or other software and support services from uib gmbh is excluded.

This restriction remains valid also in the case of notifying uib gmbh about a special risk of damage.

If uib gmbh comes to know about a possible damage, which in probability or extent exceeds the common risk arising from the operation of the customer system, the customer will be informed in writing in good time.

Liability is especially excluded for:

- damage arising from product failures (hardware and software), which are the responsibility of a third party (such as a manufacturer or a distributor), as far as we are not able to take action against it;
- demands arising from failure of internet and telecommunication providers or other third party services as providing office space or technical infrastructure (such as water, electricity or heating), as far as we are not able to take action against it;

- demands arising from state interventions, administrative decisions or investigations by U.S. or Canadian state authorities;
- demands arising from infringement of patent law;
- demands arising from delivery and services connected with the planning, construction, manufacturing or distribution of aircraft and spacecraft including the control and monitoring of air and space traffic;
- demands arising from deliveries and services connected with the planning, construction, manufacturing, control and distribution of nuclear power plants and nuclear facilities;
- demands arising from deliveries and services for weapon systems;
- demands arising from damages caused by high energy or ionizing radiation (such as radioactive substances);
- demands arising from damages caused by
 - genetic engineering;
 - genetically modified organisms (GMO);
 - products which contain ingredients from GMO or which are manufactured by using GMO;
- demands arising from damages caused or expanded by force or threat of violence, especially war, civil war and terrorist attacks;
- demands arising from environmental damage.

This liability exclusion or limitation shall not apply in cases of proven responsibility due to intent or gross negligence and as we are liable in cases of injury to life, body or health or as defined by product liability law.

Copyright

For all software and documents produced for the customer, uib gmbh grants the customer the non-exclusive and transferable right of use. All sources remain the property of uib gmbh.

Rights of third parties regarding materials and sources used by uib gmbh are not affected by this.

Redistribution of third party software

The customer is obligated to meet the license terms of all third party software and products passed on to him.

Data protection and confidentiality

The customer data will be stored, processed and evaluated electronically as necessary and legal by the federal data protection law. The customer declares his agreement with this.

Data will be passed on to third parties only with the explicit customers agreement.

Both contractual parties obligate themselves to respect the confidentiality of any technical or trade secrets of the other party and agree not to disclose any sensitive information to third parties. They also commit their employees and co-workers to this non-disclosure agreement.

Scope and applicability

These terms and conditions are applicable for all present and future contracts, deliveries and other performances. Any contradicting terms are herewith expressly contradicted.

If the customer refers to his own terms and conditions, they are applicable as far as they match. Any conflicting clauses will not become subject of the contract and are replaced by the applicable legal terms.

The terms and conditions of uib gmbh can not be excluded by the terms and conditions of the contracting partner

Partial Invalidity

Should individual regulations and provisions included in this declaration or the customer contract be or become invalid, the legal validity of the other regulations shall remain unaffected by this.

The contracting parties undertake to replace the invalid provision by a valid provision that comes as close as possible to the commercial purpose of the invalid provision.