

# AGBs – General Terms and Conditions

English

## General Terms and Conditions

This is a legal contract between you (natural person or juristic person) and the PTM EDV-systems GmbH (in the sequence of the contract only PTM named). Through the order of the software, you confirm that you have read and understood this license contract and explain yourself with the following license conditions agreed. Further you confirm that with respect to this software only this license contract is legal, independent of earlier written or oral promises of each type. Should you not be agreeing with the license conditions or not understand this contract, you may not order the software.

If you order a subscription, please read **the General Terms and Conditions Addendum for Subscriptions** carefully.

### 1. Concession of a license

The software is property of PTM or its supplier and is protected through copyright laws and international copyrights, international contracts and other national legal specifications as well as laws and agreements on intellectual property. With the purchase, you do not acquire only the license but the utilization of the software, and not the software itself. You may generate a copy of the software exclusively for security purpose or archiving purposes or to transfer the software to a single hard disk as far as you store the original exclusively for security purpose or archiving purposes.

### 2. Copyrighting this license

This contract gives you the authorization, to use a copy of the software-product (software) from PTM that was acquired with this license on a computer. The software is "in use" on a computer if it is loaded into the memory (RAM) or on a permanent storage device (for example. on a hard disk, CD-ROM or one other data carrier) on this computer. "Not in use", is a copy of the software, that is installed on a network server for the exclusive purpose of internal distribution to other computers, provided that you possess a license, for every computer, on which the software is used.

### 3. Further restrictions

You neither rent out this software, lease lend or assign further licenses. You are not entitled to downgrade the development (Reverse engineering), to decompile or disassemble the software unless and only so far like the applicable right, without regard to this restriction, has been specifically allowed.

### 4. Download of a Trial-version

After registration on our homepages you have the right to download a full operable Trial-version of the software that PTM offers. This is free of charge. The Trial versions of our software have no

functional restrictions compared to the full versions offered, but are restricted to write only in the quantities scaffolding, and/or print "Trial-version" in some fields. Apart from this our Trial-versions only have a time restriction function. Therefore you have the possibility to really test each product offered by PTM before purchasing.

#### 5. Restricted guarantee / liability

You acknowledge specifically and agree that you use the software at your own risk. PTM rejects each specific or tacit guarantee in regard to usefulness or usability for a certain purpose. PTM gives no guarantee that the functions contained in the software correspond to your requirements or that the usage of the software will be uninterrupted and flawlessly or that mistakes in the software must be corrected. All performance data and other software descriptions represent therefore no assurance of any characteristics, even if they refer to DIN and or other standard references.

The total risk with respect to the results and the achievements of the software lies therefore with you. Should the software be damaged, you carry the risk and the costs of necessary repair measures or corrections.

#### 6. Customer claims

The total liability of PTM and its suppliers and its exclusive claim exist after choice of PTM either

- a) In the repair or
- b) In the replacement of the software

Advanced guarantee claims are excluded. This restricted guarantee does not count if the loss of the software can be led back to an accident, misuse or defective use. For the replacement-software, PTM only extends the guarantee for the remainder of the original guarantee time. The guarantee period is therefore not extended in the case of a replacement delivery.

#### 7. No further guarantee

PTM and its suppliers exclude themselves for further guarantee regarding the software and the written accompanying material. This debarment also applies, but not exclusively, to the tacit supposed usefulness for a certain purpose.

#### 8. No liability for resulting damage

Neither PTM nor its suppliers are liable for any damages that indirectly, concretely arise as resulting damage based on the use of this software or the inability to use this software. Even if PTM had been instructed of the possibility of such damage. Herein included are unrestricted damages out of escaped profit, operation interruptions, loss of commercial information or financial losses. Untouched claims, which are based upon inevitable legal directions to the product liability, remain.

#### 9. Software download

With downloads the Pay-before-download principle applies, i.e. first after successful payment you will receive the so-called „Software-activation-key" per E-MAIL. This „Software-activation-key" will convert your installed Trial-version to the full-version.

#### 10. Right to withdraw

For the downloaded product you have no right to withdraw because you have the possibility to test the ordered software beforehand as a Trial-version.

#### 11. Data protection and applicable right

So far after the projecting conditions and/or compelling right a responsibility of PTM comes into consideration, for this done damage only in intent and coarse carelessness cases.

You acknowledge that data cited in the contract can be stored by PTM and/or the expelled supplier for the purposes of settlement and own marketing purposes (customer evidence, current information). Data is only passed on should this be required for the contract settlement as defined in our Privacy Policy.

You declare up to revocation of this agreement to be informed by PTM and its partners (respectively indicated dealer suppliers) about achievements, products and novelties also per E-MAIL.

Austrian right counts exclusively, with exclusion from reference to standard norms and the [UN convention on contract for the international sale of goods](#). Jurisdiction is Graz.

Should you have any questions to this contract or want to get in touch with PTM, write to: PTM EDV-systems gmbh, Bahnhofgürtel 59, 8020 Graz, Austria.