

## **BRS Birger Rauh Systemtechnik**

Pillauer Straße 48a  
D-22047 Hamburg



Telefon/Telefax (040) 695 10 89 *e-mail:brs@brs-online.de*

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Hamburg, February 2000

Birger Rauh Systemtechnik, Pillauer Straße 48a, D-22047 Hamburg

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### General Terms of Business („AGB“)

*-English explanation of the relevant paragraphs of the German original of our AGB. Only the original in German language is legally binding.-*

**-Preface** (states, that our customer acknowledges our AGB and that our AGB are the basis of the agreement exclusively, while the General Terms of Business our customer may have do not count.)

**-I)** Placing of orders (states, that oral concessions have to be confirmed by letter. Unconfirmed arrangements are unvalid.)

**-II)** Transportation (states, that we can decide about the method of shipment. This paragraph is obsolete mostly, because we ask our customers how to dispatch the software normally.)

**-III)** Time of delivery (states the following: If you do not get any delivery from our side, you have to state that we came in default by registerd air-mail and to set a final date for delivery. If you do not get any delivery furtheron and the a.m. date is over, you have the right to cancel your order and to get your money back. We have no further liability against the buyer.)

**-IV)** are only relevant concerning customers inside Germany, whom are not expected to pay in advance.

**-V)** Liability for injury of our copyright (states, that you are liable for all injuries of our copyright.)

**-VI) Guaranty** (this is the most important paragraph. It states:)

If the software is not faultless, we have the right –not the duty!- to make an attempt for repairing the good (i.e., the software) we will have delivered to our customer, if the program does not have any attribute or quality we have promised before and if the buyer complains within six months after the date of agreement. If this attempt failures, the buyer would have the right to cancel the agreement; that means, that we can claim to get our software back

(which is obviously unimportant, since we have the original), while the buyer can demand to refund the price, and that's all. (The German legislator gives the buyer a second option: To claim restitution of damages which may occur if the customer uses the software, for example an interrupt of production. We exclude this liability with our AGB. We kindly ask you to understand, that we must insist on this item; the consequences of a small mistake in our software -which is surely unknown to us- when it is used by a customer can neither be foreseen by us nor be anticipated in our calculations.)

#### **-VII) Updates and Service**

- a) Within six months after the date of delivery the buyer has the right and the occasion, to load down the demo-version of the Barcode DLL which is quite recent at that time; the licence-key-file, which is delivered as a part of the full version (company's licence) enables each customer to generate a full version of the Barcode DLL by using the demo-version which is available on our homepage. We are not obliged to inform each customer that a new version is available on our homepage.
- b) Delivery of the full version (company's licence) includes a) our manual with advices how to install the Barcode DLL and how to set the parameters and b) the troubleshooting-guide; both are available on our homepage. Problems and questions, which are not answered or solved by these papers, have to be transferred to us via e-mail, air-mail or via fax. If the buyer ask us within six months after delivery, answering will be done within our guaranty (s.above /VI). There is no occasion to grant support via telephone normally.

#### **-VIII) Additional Update-Agreement**

- a) If the buyer wants to be provided with updates and support regularly (exceeding the limit of six months after date of delivery), an additional agreement (put down in writing) is necessary.
- b) The annual fee for delivery of updates is DM 250,- , which will be due at the end of term. We have no claim against the buyer, if
  - 1) the buyer did not ask us any question or if we could not solve the buyer's problem(s) within an adequate time AND
  - 2) we did not provided the buyer with at least one new version of the Barcode DLL within term of the agreement.
- c) It is sufficient that we inform you via e-mail, by letter or via fax, that a new version is available on our homepage.
- d) Even if there is an Additonal Update-Agreement, „VI) Guaranty“ is valid accordingly; the space of time for claiming with reference to the guaranty begins when the buyer is informed, that a new version of the Barcode DLL is available on our homepage. Our liability for restitution of damages which may occur if the buyer uses our software is also excluded.
- e) The term of the Additonal Update-Agreement is one year normally; a special notice to terminate is not necessary.
- f) Problems and questions have to be transferred to us via e-mail, air-mail or via fax. There is no occasion to grant support via telephone normally.

**-IX) Place of performance and legal venue** (states, that you can sue us at the responsible law-court of Hamburg only).

**-X) Final statement:** If one of the a.m. paragraphs is invalid, this does not mean, that all the other paragraphs are invalid, too. The validity of this AGB as a whole is not abolished if the law-court decides, that a single paragraph is invalid.