General terms and conditions of SSE GmbH

1. General

The present terms and conditions are based on all agreements, deliveries and services of SSE GmbH, which were carried out via online orders (web) or other means of communication (e-mail, letter, fax, telephone, etc.). They are recognized by placing an order or accepting the delivery. Deviating purchase conditions of the customer are not binding for us, even if we do not revoke them in detail, unless we confirm these in writing. Information in advertising brochures, service descriptions as well as other product information is non-binding, as long as they are not fixed in detail as binding. Changes that are based on the improvement of the technology or on the requirements of the legislator remain unaffected, provided that the delivery item is not significantly changed and the changes are reasonable for the customer. The contract is concluded exclusively for commercial customers.

2. PRICES, TERMS OF PAYMENT, SHIPPING, DELIVERY

The quoted prices are net prices plus legal tax, including commercial packaging and free shipping. The installation of the software is - if not differently and explicitly regulated - not included in price. SSE GmbH offers installation and calculation services. These services are to be commissioned separately by the customer. Invoices must be paid by maturity without deduction. The customer is not entitled to withhold payments.

3. SOFTWARE LICENSE

The customer is granted rights to use software products (program and user manual) depending on the license type purchased (single/multi-seat license). All software products are made available to the customer on the basis of a personal, non-exclusive and non-transferable license-exclusively for use by the customer itself. Rental, distribution and use of the software by and for third parties (e.g. outsourcing, data center use, Web services) are not permitted without the prior written consent of SSE GmbH. The license terms are accepted as binding by the customer at the time of purchase, but at latest with the beginning of the installation of the software product. There is no entitlement to a release of the source code of the software product.

4. LIABILITY, WARRANTY

SSE GmbH is liable for the breach of obligations in the contract negotiations, violation of legal and contractual ancillary obligations from non-contractual liability and in the event of tort only in the case of intentional or grossly negligent behaviour by the proprietor Employees in such a way that they have to correct and/or supplement the software at their own expense. In particular, no liability is assumed for indirect and/or consequential damages. The liability remains limited to the amount of the contract price. In particular, no liability is assumed for indirect and/or consequential damages. The liability is limited to the amount of the contract price.
SSE GmbH is not liable for data or program losses. A possible functional impairment of the software resulting from system defects, environmental conditions, faulty operation or similar is not a defect.
The customer has to secure data and programs with a suitable procedure himself and regularly, as well as to protect against computer viruses.
Access to our license servers is permanently provided by us (24h/365d), but we expressly point out that this cannot be guaranteed for technical reasons.

5. DATA PROTECTION, DATA STORAGE

The storage and processing of customer data takes place in strict observance of the German data protection laws and the European Union (GDPR). We also keep track of various information (e.g. IP address, time and duration, operating system, browser, page call) for protection and statistical purposes. The storage of these non-personal data takes place only temporarily, a transmission is only in anonymous form. The customer agrees to the storage of cookies and user behavior information. For more information on data protection, please refer to the Privacy policy.

6. Legal venue, applicable law

The place of performance and exclusive jurisdiction-also in documents, cheques and exchange processes is Pforzheim.
The law of the Federal Republic of Germany applies

Ispringen - 25.05.2018

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