

Standard Terms and Conditions of OCAD AG

Scope of application

All offers, orders, goods and services of OCAD AG shall be governed exclusively by the following terms and conditions. In any event, they shall take precedence over differing terms and conditions, even those sent by the buyer or printed on its correspondence. Amendments and subsidiary agreements shall only be deemed valid if confirmed in writing by OCAD AG.

In addition to the terms and conditions listed here, the licensing terms enclosed with the respective OCAD editions shall apply. Opening the CD-ROM package constitutes acceptance of the licensing terms. Subsequent return or exchange for a different product is not possible.

Offers and specifications

Offers made by OCAD AG shall always be without obligation and are subject to change.

All details concerning the OCAD editions received by the customer within the scope of this ordering process are without obligation. Minor deviations from the pictures or descriptions provided by us are possible. In particular, we reserve the right to make modifications that improve the functionality of OCAD; and to correct errors and omissions in descriptions, pictures and displayed prices excepted.

Use of the software and warranty

The licensee shall use the software at his/her own risk. OCAD AG and/or its resellers make no guarantees as to the suitability, reliability, obtainability, accessibility and/or accuracy of the OCAD® software; nor with regard to associated information, products and services. The OCAD® software and the associated information, products and services are sold "as seen" without any guarantee whatsoever. OCAD AG and/or its resellers hereby exclude any and all guarantees and warranties associated herewith, provided that this is legally permissible.

OCAD AG wishes to expressly point out that according to current technical standards, it is impossible to produce computer software that is completely free of defects under all conceivable conditions. Any warranty provided by OCAD AG shall relate to software that can be used strictly in accordance with the program description.

OCAD AG does not guarantee that the program functions meet the customer's requirements or that they are suitable for a specific purpose.

Unless guaranteed in writing, OCAD AG shall not accept any warranty for the compatibility of the delivered software with other programs or hardware components.

The fact that OCAD AG is acting in a capacity as a product service provider shall not give rise to any obligation or guarantee for solving or remedying problems associated with OCAD.

Terms of delivery

The delivery will be processed immediately following receipt of the order. Delays during customs clearance may delay delivery. The goods are delivered at the customer's expense and at his/her own risk.

Import and export

Import duties and taxes are levied by the customs authorities of the importing country. Depending on the country, these can be anywhere between 20-200% of the purchase price. The customer is responsible for paying import duties and taxes, as well as complying with import and export regulations of his/her respective country.

Prices and terms of payment

Unless stated otherwise, all prices are quoted in Swiss francs (CHF) or Euros (€) excluding VAT, charges, customs and excise duties, transport, packaging, insurance, installation, commissioning, training and user support. Unless stated to the contrary on the invoice, net payment without deductions shall be due within thirty (30) days.

Data protection

The seller shall be entitled to store and process any data provided by the buyer. The seller shall use the data exclusively for business relations with the buyer. It should be noted that in so far as OCAD AG avails itself of third parties for the purpose of fulfilling its contractual or non-contractual rights and obligations, it may forward any data collated for the purpose of fulfilling said rights and obligations. Such third parties may, for example, include resellers, forwarding agents, marketing agents, as well as credit card companies.

Choice of law and legal venue

This legal relationship shall be governed by Swiss law. The place of jurisdiction is the registered domicile of OCAD AG. OCAD AG may, however, bring action before the courts having jurisdiction at the registered domicile of the customer.

Baar, 31 May 2007