

# Licence agreement

## Subject of the contract

The subject matter of this contract are the programs stored on CD-ROM, the instruction manual and other associated material.

## Grant of licence

You, as the licensee, are entitled to use the program in your company at any place, also at several workstations.

You, as licensee, may not: modify, translate, reconvert, decompile, disassemble or decode the program in whole or in part as well as develop other software derived from the program.

## Ownership of rights

When purchasing the program, you will only get ownership of the CD-ROMs on which the program is stored. You will not hold the rights to the program itself. Any and all rights for publication, reproduction, editing and usage of the program shall remain with WIKA.

## Warranty and limitation of liability

- WIKA guarantees that the CDs, on which the program is stored, are faultless with regard to the selected material under normal operating conditions. Should the data carriers present any defect, the data carriers may be returned to WIKA within 30 days from the date of first purchase. The CD-ROMs will be replaced promptly and free of charge.
- WIKA guarantees that the program is generally usable in the sense of the program description. As it is not possible according to the state-of-the-arts to develop computer programs that work error-free in all applications and combinations, WIKA shall not assume any liability with regard to freedom from defects and uninterrupted operation of the program. In particular, WIKA does not guarantee that the program meets the user's requirements or works together with other programs selected by the user. The purchaser (licensee) is responsible for the correct selection and the consequences of the program use as well as for the intended or obtained results.
- WIKA is not responsible for correct entry of values and handling of the program. WIKA does not assume any liability for any damage due to incorrect entries, configuration, transfer or consequences thereof. WIKA recommends to check the correct function of each sensor based on the plausibility of some manual measurements over the entire measuring range after configuration.
- WIKA is liable without limitation
  - in case of intent or gross negligence,
  - for a damage to life, limb or health,
  - in accordance with the provisions of product liability legislation
  - to the extent of the guarantee provided by the seller.
- For a slightly negligent breach of duty which is essential for the attainment of the licence agreement (cardinal duty), WIKA's liability is limited to the level of damage which is foreseeable and typical for the type of business in question.
- Any further liability of WIKA does not exist.
- The preceding limitation of liability also applies to the personal liability of WIKA's employees, agents and managing bodies.

## Duration of the contract

This contract is in force until the licensee terminates it by destroying the program and all copies. Furthermore, it terminates when the contract terms are violated. The licensee undertakes to destroy the program and all copies on termination of the contract.

**Improvements and refinements**

WIKA is entitled to make improvements and refinements of the program in its sole discretion.

**Breach of contract**

WIKA points out that the licensee shall be liable for any and all damages from copyright infringements, which are caused to WIKA due to a breach of the contract terms by the licensee.

This licence agreement shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention for the International Sale of Goods of 11.4.1980 (UN CISG). The place of performance is Klingenberg am Main, Germany. The exclusive place of jurisdiction is Aschaffenburg, in the case that each party is a merchant or corporate body under public law or has no general jurisdiction in Germany.