



HYDAC ACCESSORIES GMBH
HYDAC COOLING GMBH
HYDAC ELECTRONIC GMBH
HYDAC FILTERTECHNIK GMBH
HYDAC FILTER SYSTEMS GMBH
HYDAC FLUIDTECHNIK GMBH

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HYDAC PROCESS TECHNOLOGY GMBH
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HYDAC SERVICE GMBH
HYDAC SYSTEM GMBH
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Special Conditions of Sale and Delivery for Software Products / Freeware

I. Scope and Supplementary Provisions

The contract concluded between us and the customer is based on our **General Conditions of Sale and Delivery**.

The following **Special Conditions of Sale and Delivery for Software Products/Freeware** are supplements to our General Conditions of Sale and Delivery and shall prevail in the event of inconsistency or contradiction.

Any alternative or additional terms and conditions especially those contradicting these terms and conditions shall not be accepted.

The delivery of freeware is subject to the special provisions of section VIII.

II. Subject Matter of the Contract

The subject matter of the Contract is the granting of rights of license to use software products (hereinafter referred to as "Software").

To be valid, any amendment or appendices must be made in writing.

III. Scope, Duration and Types of Use, Resale

Within the framework of the provisions of the Contract, the customer has the non-exclusive right to use the software. Insofar as the software is integrated in a machine supplied by us, the right to use this software is limited to this machine. No other use of the software is authorized.

The customer has no right to copy the software or documentation provided, except as an archival copy for a backup purposes. Without our permission, the customer may not use the software or parts thereof for the purposes of third parties, or allow third parties access to the documents, without our permission.

The customer may sell the software to a third party if the purchasing third party has agreed that these contractual terms will also apply to him. The customer will also hand over all program copies, including any backup copies, to the new user, or destroy any copies that have not been handed over. By handing over the program, the customer loses all rights to use the program. In the event of resale of the software, the customer is still obliged to notify us in writing of the name and full address of the purchaser.

IV. Delivery

The license right to use the software comprises the right to delivery of the software as well as of the documentation (description of the software product, program or user manual). The customer has no right to be granted the source codes.

We reserve the right either to hand over the software in an installable form together with detailed installation instructions, or to install the software ourselves. In the latter case, the customer shall provide the necessary machine time and service personnel for the system, free of charge, for the duration of the installation.

V. Backup and Exclusion of Liability

The customer is obliged to back up his data before installing the software, notwithstanding the liability provisions specified in Section IX of our General Conditions of Sale and Delivery, which still apply. The customer is also responsible for ensuring that continuous backups in accordance with the current danger level are made after installation.

Backups must also be made before the installation of new programs and before maintenance work is carried out. We can accept no liability for damage that may occur through the absence of a usable backup.

In the event of data loss, liability is limited to the typical restoration expenses that would also have occurred with regular backups in accordance with the current danger level.

VI. Warranty/Liability for Material Defects

We should like to point out that, according to the latest state of technology, it is not possible create software in such a way that it works correctly in all applications and combinations. For this reason, we accept no liability, in particular for the software complying with the conceptions, requirements and purposes of the buyer, or for the software being compatible with other programs.

Immediately after the defect/error message appears, the customer must provide us with written documentation of the defect/error, as complete as possible, indicating how the defect/error was noticed or detected and what effects it has.

No claims based on defects can be accepted if, without our authorization, the customer modifies the software, or parts of the software, himself or through the agency of third parties. The same applies to faults attributable to installation work carried out by the customer.

Apart from the foregoing, Section VII of our General Conditions of Sale and Delivery remains unaffected.

VII. Copyright and Other Rights/Confidentiality

We reserve all copyright and other rights to the software, the descriptions as well as to the know-how. The customer is obliged to refrain from doing anything that is likely to prejudice our rights. The customer must take all measures necessary to ensure that third parties cannot violate these rights.

The customer must treat all information (e.g. trade secrets, know-how) to which he may gain access during the execution of this contract as confidential. The customer must take all measures necessary to prevent third parties from gaining knowledge of and exploiting said information, unless otherwise expressly permitted by us (see Section III.). The above provisions shall continue to apply even after the contractual relationship has ended.

VIII. Special Characteristics of Freeware

By freeware we mean non-commercial software which is passed on as a gift and which is not related to a complete sales package (e.g. bundling). Included thereunder shall be layout and analysis software.

We accept no warranty or liability for this freeware for material or title defects, in particular not for the correctness, faultlessness, completeness or usability of the information. No liability can be accepted for damage which is caused by the use of this freeware, unless liability is mandatory on account of intention, gross negligence or on account of danger to life, body or health.

We also reserve all copyright and other rights for this freeware in accordance with Section VII., paragraph I.

IX. Updates/Upgrades

The terms and conditions stated above, suitable modified, where applicable, shall also apply to software-product updates and upgrades.