General Software Conditions

1.   Scope

1.1   These General Terms and Conditions for Software ("GTCS") shall apply in addition to our General Terms and Conditions for Delivery ("GTCD") [Link] and shall govern the transfer of our application software which is delivered with our mechanical, electrical and/or electronic machines (**"Goods"**) to our GTC and/or is intended for the use in it (**"Software"**). Accordingly, the Software is an integral part of the Goods and shall be delivered in accordance with the GTCD, unless otherwise agreed herein or in individual cases.

1.2   These GTCS shall apply irrespective of whether the software is supplied pre-installed with the delivery of the goods or on a separate data carrier or whether it is made available for download.

2.   Scope of service

2.1   The condition and functionality of the Software is conclusively determined by the product description enclosed to our goods. The information contained therein is to be understood as performance descriptions and not as guarantees. A warranty is only granted if it has been expressly named as such.

2.2   The customer shall receive the documentation necessary for the use of the software, for example a functional description, operating instructions and general information on the operation of the software. Further documentation of the Software is not required.

2.3   The source code of the Software explicitly forms no part of the scope of delivery. The same applies to installation and configuration services. The scope of services does not include virus protection, which is the responsibility of the customer.

2.4   The scope of the right of use for software from other manufacturers ("third-party software") is determined by the terms of use of the respective manufacturer where included.

3. Rights to use the software and documentation

3.1 We remain the owner of all rights, in particular the copyrights to the Software provided, the associated documents and documentation.

3.2 The customer receives a non-exclusive right to use the Software for an unlimited period of time under the following terms and conditions, unless otherwise agreed in individual cases.

3.2.1 The simultaneous use of the Software on more than one hardware or in a network (simultaneous multiple use) requires - insofar as the multiple use is outside the intended use - a separate agreement.

3.2.2 Without our consent, the customer is not entitled to rework, edit or reproduce provided Software in any form, unless this is necessary within the scope of the intended use (§ 69d Copyright Act - UrhG). Decompilation is only permitted in accordance with the provisions of § 69e UrhG.

3.2.3 In the event of a modification or other processing of the Software by the customer that is permissible pursuant to Section 3.2.2, the customer shall not be entitled to pass on the results to third parties, to publish or to reproduce them beyond the intended use.

3.2.4 The customer shall not be entitled to transfer its right of use to third parties or to grant them corresponding rights of use (sublicenses). This shall not affect the customer's right to resell the acquired software by permanently discontinuing its own use, by binding the acquirer to the applicable terms of use and after having deleted any necessary duplicates as defined in Section 3.2.2.

3.3 The provisions of Sections 3.2.1 to 3.2.4 shall apply mutatis mutandis to (co-)provided documents, in particular user and operating documentation.

3.4 The aforementioned rights of use shall not be transferred until the claims arising from the order of the goods as well as any other claims due from us under the business relationship at the time of performance have been settled in full.

3.5 In the event of a violation of the above provisions, we shall be entitled to demand injunctive relief, if necessary the surrender or destruction of illegally produced duplicate items, as well as compensation for damages.

4. Warranty

4.1 We guarantee that the software provided fulfills the functional and performance characteristics contained or agreed upon in the product description valid at the time of conclusion of the contract.

4.2 If errors occur in the software during the warranty period (cf. Section 10 of the General Terms and Conditions of Sale) which impair the value and suitability of the software to a more than insignificant extent, we shall remedy these errors without charge immediately after receipt of the error message. The prerequisite for the elimination of the error is that the effects of the error are reproducible, have been sufficiently described by the customer and the error has been reported to us without delay.

4.3 The customer is responsible for proper data backup. Costs incurred in the course of warranty work for the recovery of lost data shall be borne by the customer, unless the data loss would also have occurred in the event of proper data backup.

4.4 If, following an error message from the customer, it turns out that the malfunction is not due to a defect in the software but to other causes (e.g. application errors, power voltages, etc.), the customer shall bear the costs incurred by us in connection with the troubleshooting.