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KISSsoft AG – Sale and Delivery Conditions

IMPORTANT – Unless otherwise expressly agreed, the following Sale and Delivery Conditions of KISSsoft AG constitute an integral component of any and all offers and agreements formed with KISSsoft AG.

1. Formation of Agreement

The content, scope, and conditions of a delivery will be governed by KISSsoft AG's order confirmation and by the provisions of the Agreement (example: License Agreement) formed by and between KISSsoft AG and the Customer. Technical documents are to be kept confidential by the ordering Party and may not be copied or disclosed to third parties by any means. All copyrights or other rights of ownership of said documents are the property of KISSsoft AG.

2. Prices

Unless otherwise agreed, KISSsoft AG's prices are understood to be quoted in euros exclusive of VAT. The ordering Party will be responsible for the full amount of any additional costs, including but not limited to the costs of insurance, export permits and other permits, recordation, or other fees. The ordering Party will also be responsible for any and all taxes, fiscal charges, and customs duties.

3. Payment Terms

Invoices are to be paid by the ordering Party by the stated payment date, without any deductions such as discounts, expenses, taxes, or fees, in accordance with the terms contained in the order confirmation. Unless otherwise agreed, invoices of KISSsoft AG will be due and payable within thirty days.

In the event that a payment owed by the ordering Party is overdue, KISSsoft AG will have the right to charge late payment interest of 6% per annum. In addition, in the event of late payment by the ordering Party, KISSsoft AG will have the right to temporarily suspend its services or terminate the existing agreements with the defaulting customer without notice.

No claims of one Party may be offset against counterclaims of the other without prior written agreement between the Parties.

4. Retention of Title

KISSsoft AG will retain title to the delivered items until the agreed-upon price is paid in full by the Customer.

5. Delivery

The delivery will take place ex works within the period specified in the order confirmation. The delivery period will be extended accordingly if a) KISSsoft AG did not receive the information required to fulfill the order in a timely manner or if the Customer altered that information after the order was submitted, thereby causing the delivery to be delayed; b) if circumstances impeding delivery for which KISSsoft AG cannot be held responsible occurred at KISSsoft AG, the Customer, or a third party; or c) if the Buyer fails to comply with the terms of payment.

A delayed delivery will not entitle the Customer to claim damages or rescind the Agreement.

6. Form of Delivery

KISSsoft AG will deliver the Software on CD-ROM in accordance with the Yellow Book and the Joliet file system. Delivery may be made in other forms by prior agreement.