

General Terms & Conditions of FastViewer GmbH

1 General

1.1 These General Terms and Conditions, or any additions or extensions, shall apply exclusively to all goods and services. Delivery shall take place according to FastViewer GmbH's terms, included with the products. All product name and logos are the property of FastViewer GmbH. Product images are for illustrative purposes only and may differ from the products actually delivered.

1.2 Deviations from these Terms and Conditions, and additional agreements, always require our approval in text form (e.g. by Email). The same shall apply to any waiver of the requirement of the text form.

1.3 Information and offers regarding the products we sell and our product descriptions are non-binding; misprints and errors reserved.

1.4 The Contract of Sale shall be concluded by delivery of the order confirmation on a permanent storage medium, by e-mail, by download or by silence upon product delivery. The customer acknowledges these Terms and Conditions and any other agreements made with FastViewer GmbH upon opening the original packaging or seal, or upon saving the product following receipt by e-mail or downloading it.

1.5 S. 312i(1) Sentence 1 nos. 1, 2 and 3 as well as S. 312i(1) Sentence 2 German Civil Code, which provide for certain obligations for contracts that are concluded electronically, shall not apply.

2 Prices and Payment Conditions

2.1 The prices valid at the time of the order shall apply. The currency used in the price lists and other advertising media is the Euro. Prices are exclusive of applicable value added tax (VAT), which shall be added at the statutory rate.

2.2 Product prices may be found in the currently valid Price List.

2.3 For delivery on account, payment is due, without discount, within 14 days of the date of the invoice.

2.4 In the case of default in payment, FastViewer GmbH shall be authorized to charge default interest according to § 288 BGB (German Civil Code).

3 Reservation of Title and Assignment

3.1 FastViewer shall reserve title and all rights to the deliverables until full payment of all demands, including ancillary claims. FastViewer GmbH is particularly entitled to prohibit further use of the software and to demand the return of all copies, or if return is not feasible then to demand their destruction, for example in the case of withdrawal from the contract upon buyer's default in payment.

3.2 All of the items delivered to the buyer shall remain the property of FastViewer GmbH until the sum of all principal and ancillary claims (including future or conditional claims) arising from the contractual deliveries are paid by the buyer.

3.3 As long as the buyer meets its payment obligations towards FastViewer GmbH, it shall be entitled to collect payments on the claims assigned to FastViewer GmbH on its own behalf and in its own name. Upon demand by FastViewer, the buyer shall inform FastViewer GmbH as to the state of the claims so assigned.

4 Claims by Customer in the event of defects

4.1 Claims by a Customer in the event of defects shall require immediate investigation and notification of the defect without delay following delivery - no later than within two weeks - in the case of an identifiable defect; in the case of hidden defects within two weeks of their discovery.

4.2. Complaints should contain as detailed a description of the defect as possible. On request, the Customer shall provide FastViewer GmbH with documents and information required by FastViewer GmbH to assess and rectify the defect, as far as it is possible and reasonable.

4.3. The Customer shall give FastViewer GmbH an opportunity to investigate complaints. If a complaint turns out to be unfounded, the Customer shall compensate FastViewer GmbH for the expenses incurred for such investigation unless it is not responsible for the unfounded complaint.

4.4. In the case of a defect under the terms of a purchase agreement, FastViewer GmbH shall be obliged, at FastViewer's choice, to remedy the defect or replace (subsequent performance). In the event of failure, unreasonableness, or refusal of subsequent performance, the Customer may reduce the price or, in the case of significant defects, withdraw from the contract and/or request compensation pursuant to Section 7.

4.5. In the case of standard software that has been produced by third parties, and this has been indicated in the quotation, the Customer shall assert any potential claims arising from defects in the first instance against the producers of the software in question. Only where such claims against a producer remain unfulfilled due to circumstances that are not the responsibility of the Customer may the Customer assert a claim arising from defects against FastViewer GmbH.

4.6. Claims arising from a defect in the case of software shall only exist if the Customer has installed all the software patches provided by FastViewer GmbH and used the software in the contractually agreed environment in accordance with the service description.

4.7. The Customer may not assign claims arising from defects.

5 Data Protection

Information regarding the protection of personal data is available on our website:

<https://fastviewer.com/en/privacy-policy/>

6 Miscellaneous

6.1 Place of performance is Frankfurt am Main.

6.2 Multiply transmitted orders via e-mail, telephone, fax, letter or other means, for whatever reason, must be clearly marked as such; otherwise, they will be filled again. In such cases, the buyer shall bear the costs incurred for multiple deliveries.

7 Limitation of liability

7.1 We shall be liable pursuant to the German Product Liability Act. We shall also be liable for damages pursuant to the statutory provisions in case of intent, gross negligence, the breach of a guarantee, or in case we are responsible for damages to life, limb, or health. In case we breach other obligations in not more than ordinary negligence, and if (i) fulfilment of these obligations is necessary for the due performance of the contract and the contract partner can usually rely on their fulfilment, or (ii) a breach of these obligations endangers the purpose of the contract, then our liability shall be limited to those damages that are foreseeable and typical for the type of contract. In all other cases our liability for damages, including liability based on tort, shall be excluded.

7.2 Unless otherwise agreed, the respective remuneration of the single contract is considered to be foreseeable damage typical of the contract, and in the case of the performance of continuing obligations the respective annual remuneration of the single contract.

7.3 Apart from damages caused willfully, FastViewer's liability for lost of profit or pure economic losses is excluded.

7.4 To the extent our liability is excluded or limited pursuant to Section 7.1 the same exclusions and limitations shall also apply to any personal liability of our employees, agents and representatives.

7.5 Liability under the German Product Liability Act (Produkthaftungsgesetz) is not affected by the above provisions.

8 Jurisdiction and applicable law

8.1 The courts of Frankfurt am Main shall have subject matter jurisdiction. FastViewer GmbH is also entitled to bring an action against the user in his or her place of general jurisdiction.

8.2 The law of the Federal Republic of Germany shall exclusively apply, excluding the UN Convention on the Sale of Goods and excluding any references to other jurisdictions.

9 Severability Clause

9.1 Should individual provisions of the contract be or subsequently become legally ineffective, in whole or in part, or subsequently lose their legal effectiveness, then the validity of the remaining provisions shall not be affected thereby.

9.2 In place of the ineffective provision, a reasonable agreement shall apply which, as far as is legally possible, comes commercially closest to the contracting parties' original intent.

10 Supplementary provisions

In addition to these General Terms and Conditions, the following provisions shall apply:

- For Purchase Licences, the provisions of the FastViewer End User Licence Agreement (Purchase), which can be viewed <https://fastviewer.com/en/service/downloads/>
- for rental licences, the provisions of the FastViewer End User Licence Agreement (Rental), which can be viewed <https://fastviewer.com/en/service/downloads/> and
- for support and maintenance services, the terms of the Software Support and maintenance contract, which can be viewed <https://fastviewer.com/en/service/downloads/>

In the event of any contradictions, the specific provisions of the relevant End User Licence Agreement or the Update and Support Agreement shall take precedence over the general provisions in these GT&C.

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