

1 General

Metrohm AG makes available to its customers various PC application software products (hereinafter referred to as «Software») for ion analysis. The Software is used for controlling analysis devices and systems, for evaluating data, for saving data and for the further processing of data.



Note

The use of the Software is subject to this License Agreement between you and Metrohm AG. With the offer, you have received this License Agreement and taken note of it. You have already accepted this License Agreement upon the placement of your order with Metrohm AG or one of its distributors or upon confirmation of the order by Metrohm or one of its distributors. At the very latest, you agree to be bound by the terms of this License Agreement when you start using the Software.

2 License Agreement

1. Metrohm grants you the non-transferable and non-exclusive right to use this Software in connection with Metrohm analysis devices.
2. The copyright to the Software is retained by Metrohm or a licensor of Metrohm. You are not permitted to alter or remove any notes regarding confidential handling, indications of title or indications of copyright. You are not permitted to sell the Software, lease it to or otherwise pass it on to third parties, except in conjunction with its use with analysis devices of the Metrohm Group and if the third party expressly agrees to the terms of this License Agreement. It is not permitted to change or copy the Software in its entirety or in part. It is only permissible to make one copy for backup purposes.

3. The license fee for the above use is included in the sales price of the analysis device. If the software is supplied separately, the fee is billed along with the Software. If for any reason the sales price or the license fee is not paid in full by the due date, the right to use the Software lapses and Metrohm is entitled to demand the return of the Software or its deletion from your system.
4. Metrohm warrants that the Software is suitable for the indicated use with analysis devices of the Metrohm Group if properly operated and that the Software is properly stored on the data carrier. If this is not the case, you are entitled to demand that Metrohm and/or its distributor provide you with a new flawless Software in exchange for handing in the Software you have complained about. This warranty applies to initial operators of the Software only.
Metrohm and its distributor disclaim all other warranties and liability. In particular, Metrohm and its distributor assume no liability for third-party damage or consequential damage, loss of data, lost profits, interruption of business, etc.
5. This Agreement applies until it is terminated. You can terminate this Agreement by destroying the Software and every copy of it. The Agreement is also deemed terminated if you violate any of its terms, in which case you are also obligated to destroy the Software and every copy of it, whereby Metrohm is also entitled to explicitly demand this of you.
6. Any changes and amendments to this Agreement must be rendered in writing to attain validity. This stipulation requiring written form also applies to a change in this provision. If parts of this Agreement prove to be null and void or legally ineffective now or in the future, the remainder of the Agreement continues to apply. The Agreement must then be interpreted and applied so that the intended purpose of the ineffective section is nevertheless achieved to the greatest extent possible.
7. Venue: Any disputes arising from this Agreement shall be decided by the courts at the location of the registered office of Metrohm AG. Metrohm is also entitled to demand that the venue be the location of the defendant's registered office.