

General Terms of Contract **from Carsten Heidtke Software**

Licence to use a product

If you purchase a licence (full version) to use software products from Carsten Heidtke Software, you are entitled to use / install the product on one single computer or within a network for the use of one computer. Given the fact that a software is suitable for networks, this does not necessarily mean that one licence is sufficient. You will need separate licences for each work station from where the software is use.

Default of / delay in payment

Delay in payment automatically, without prior notice, results from the following incidences:

- credit card payment is not debited to the customer`s account despite approval given by the credit card acceptance office or cancelled by the customer
- direct debiting cannot be carried out or is withdrawn by the customer
- the customer refuses acceptance of a cash-on-delivery item
- the customer does not comply with the agreed time of payment of an unsettled invoice or any other delay in payment or non-payment occurs.

In the case of a delay in payment Carsten Heidtke Software is entitled to calculate € 5 (Euro) of default interest. After further 4 weeks this amount increases by additional € 5 (Euro).

In addition, **Carsten Heidtke Software** reserves the right to charge a fee of € 8.00 (Euro) in compensation for the cost incurred by ordered goods that have not been paid for, in particular for cost incurred by failed direct debiting or failed credit card payments.

Forwarding, re-transmission, re-sale of data

You are not allowed to re-transmit, i.e. pass on, or let, the data released by or purchased from Carsten Heidtke Software as shareware. However, you may once sell the data you purchased to third parties. Upon sale completion, you have to destroy them immediately and must never use them again. Also, once you have sold the shareware data, your licence to use them becomes void.

Return privilege

In accordance with the letter of the law, you are granted the right of revocation according to §355 BGB (German Civil Law Code).

Exemption of liability

The computer programmes (software) marketed by **Carsten Heidtke Software** are available as trial or test versions (so-called shareware versions), so that the potential customer has the opportunity to comprehensively test the product. Warranty is applicable according to the laws valid in the Federal Republic of Germany. Given the fact that the customer was granted the right to test the product

prior the purchase, the purchase is effected "with all faults". This means that the potential customer is not entitled to make a claim in respect of a defect or fault that may exist in the full version and the test version. The customer acknowledges that any software may contain faults. The development and realisation of **Carsten Heidtke Software** is characterised by extensive care and accuracy, however it cannot be excluded that a software program contains some defects or errors. Any reported faults are remedied as soon as possible.

Carsten Heidtke Software is not liable for any damage resulting from software faults, except for cases where the customer is able to prove malicious intention or gross negligence.

Validity of prices

The prices stated in the software are those valid at the time of publication. The binding price is the current price published on the Internet page <http://www.dupehunter.com>. However, **Carsten Heidtke** reserves the right to either accept or reject payments based on previously published prices. Errors are excepted. The commercial or industrial use of products sold on special (private) conditions is not admissible.

Legalisation clause

This agreement is subject to the Law in the Federal Republic of Germany.

Status of AGB: November 2008