

General Terms and Conditions of the company iFormation

§ 1 Scope & defense clause

(1) These general terms and conditions apply to all between the company and the customer signed contracts and any other agreements that are made in the context of the business relationship.

(2) Different Terms and Conditions of the customer will be rejected.

§ 2 Formation of Contract

(1) In so far there is no separate offer or a support agreement between the customer and the company iFormation, services on a time and hourly rates according to current price list or what was negotiated hourly or daily rate will be charged. Phone, technical support, and technical information apply commissioned as oral.

(2) All prices are plus the statutory VAT.

§ 3 Retention of title

(1) The delivered goods remain until full payment of the provider .

(2) All delivery and performance dates specified by the Company are nonbinding appointments, unless that a delivery date has been expressly agreed in writing as binding. If the customer after the order changes or additions to the contract or other circumstances occur, which make the company a meet the deadline impossible, although the company was not responsible for these circumstances, then shifts the date for an appropriate period.

§ 4 Maturity

(1) All invoices of the company are due within ten days of the invoice date. Decisive is the date of receipt of payment at the company.

(2) In case of default, the Company is entitled to withhold further deliveries and services. In this case the company shall be entitled to interest at the rate of 6 % per annum to demand over the base rate.

§ 5 Warranty

(1) The warranty rights of the customer shall be governed by the general statutory provisions, insofar as hereinafter otherwise provided. Claims for damages by the customer against the supplier is the provision in § 6 of these Terms and Conditions. The customer will examine the individually created for this software immediately after delivery and installation and notify the company in writing immediately obvious errors.

(2) The limitation period for warranty claims of customers is 1 year.

(3) A guarantee is not explained by the provider.

(4) the customer's warranty rights in respect of the firm iFormation mediated to the customers marketable standard software arising out of the provisions between the customer (licensee) and the software provider (licensor) concluded contracts.

(5) If the company iFormation perform the contract for the so-called reasons "Force Majeure" wholly or partly impossible, so it is free of its obligation to deliver.

§ 6 Disclaimer

(1) Claims for damages of the customer are excluded unless otherwise specified below. The above disclaimer applies to the legal representatives and agents of the provider, if the customer claims against these claims.

(2) In the event of a claim the company from warranty or liability the contributory negligence of the customer is appropriate to consider, especially when insufficient error reporting or insufficient data backup.

(3) If the customer has taken the company because of warranty, and it turns out that either no defect exists or the defect asserted does not obligate the Company to guarantee, as the customer, provided it gross negligence, the claim of the company or has to represent deliberately to replace all expenses incurred.

(4) The company is not liable for inadequate performance of third parties whose fulfillment they will not affect performance.

§ 7 Assignment and pledging ban

The assignment or pledge of the customer to the provider claims or rights is excluded without the consent of the provider, if the customer does not prove a legitimate interest in the assignment or pledge.

§ 8 Set-off

A set-off right of the customer exists only if its set-off claim was legally determined or is undisputed.

§ 9 Data protection, privacy and security

Information and the customer mutually commit, all from the contractual relationship obtained confidential information, business and trade secrets of the other side unlimited period of time, especially not divulge to third parties or to use them otherwise.

§ 10 Written form

The contract and its amendments as well as any contract-related statements made in writing .

§ 11 Choice of Law & Jurisdiction

The law of the Republic of Poland.

Place of performance for all services arising from the business relationship with the seller, and jurisdiction is the location of the provider.

§ 12 Salvatoric clause

If any provision of these Terms and Conditions be ineffective, the validity of the remaining provisions shall not be affected .