GENERAL TERMS AND CONDITIONS

This document is part of the agreement between Buyer and Seller (MatCalc Engineering GmbH) and determines our general terms and conditions for **Quoting** - **Ordering** - **Shipping** and **Payment** of the license(s) of the Software MatCalc and/or its related Database(s). "MatCalc Engineering GmbH" licenses the Software MatCalc and Database(s) as listed on (www.matcalc-engineering.at). The Software MatCalc and the Database(s) are individually and/or jointly hereafter referred to as the "**MatCalc-Package**".

Quoted price

The quoted price is exclusive of any type of tax. The customer is responsible for paying any custom, clearing duty, forwarding duty, excise duty, federal tax, state tax, local tax or similar duty or tax, if any. The quoted price is valid two months from quotation date.

Terms of delivery

The ordered MatCalc-Package is normally delivered within three weeks from MatCalc Engineering GmbH acceptance of the order. Delivery of the ordered MatCalc-Package is made _electronically_ (by email and file download).

Upon the customer's request, the ordered MatCalc-Package can be delivered by mail courier to the address specified in the order. Terms of delivery are FCA (INCOTERMS 2000) to the postal office or airport closest to the customer. In such cases, the additional cost is charged to the customer. Checking, Packaging and Marking are according to our internal procedure, which suit the purpose.

For customers within the European Union

Please include your VAT number in your formal purchase order, and also clearly indicate whether your organization is a so-called "taxable person". Please note that if your VAT number is not provided and/or if your organization is not a "taxable person", 25% VAT will be added.

Terms of payment

Payment shall be made within 30 days after "placing the purchase order" and "MatCalc-Package delivery" to the bank account specified in the invoice.

User Site

The "software package MatCalc" may only be used at the site (location) specified in MatCalc Engineering quotation, unless MatCalc Engineering GmbH thereafter confirms in writing the address of another site.

MatCalc-Package

The "MatCalc-Package" is governed by the "END USER SOFTWARE AND DATABASES LICENSE AGREEMENT" (EULA).

Technical support and MatCalc-Package update

MatCalc Engineering GmbH provides an initial 12 months free of charge technical remote support and update effective from the date of MatCalc-Package delivery. After this period, user can extend technical support and update as per "TERMS AND CONDITIONS FOR MATCALC-PACKAGE MAINTENANCE AND SUPPORT" (M&S).

User's Guide & Operation instructions

MatCalc Engineering GmbH does not provide any hardcopy operation manuals (guidebooks and / or operation instructions), but provides convenient and easy to use electronic manuals.

Miscellaneous

If any provision of this Contract is ineffective, the validity of the remaining provisions shall not be affected. Ineffective provisions shall be deemed replaced by effective provisions, which come as close as possible to the original purpose of the Contract.

This Agreement shall be governed by the laws of the Republic of Austria without giving effect to its conflict of law principles. For any legal disputes the Parties agree on exclusive jurisdiction of the Vienna Commercial Court or, at the choice of the plaintiff, of the court having jurisdiction at the place of the defendant's registered office.

Modifications of or amendments to this Contract, in particular an agreement to abolish the formal requirement of written form in future, shall be made in writing.