

# General terms and conditions of business

**Responsible for the content:** Inge Baumann Pobloth

**Address:**

Inge Baumann-Pobloth  
pobvol Software Services  
Wolfskaulstrasse 84  
66292 Riegelsberg, DE

To contact us, please send an **Email to [kontakt@pobvol.com](mailto:kontakt@pobvol.com)** or send a letter to the above address.

**Please note:** *The use of my contact data by third parties for sending unsolicited advertising and information materials is hereby expressly prohibited! I expressly reserve the right to take legal action in the case of unsolicited sending of advertising information, such as spam mails!*

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Translated with the help of [Microsoft Translator](#)

## Scope

These general terms and conditions (hereinafter referred to as "GTC") apply to all purchases from Inge Baumann-Pobloth (hereinafter referred to as "I", "my", "mine") in the version current at the time of the order.

These GTC apply exclusively. Conflicting, deviating or supplementary terms and conditions of the customer (hereinafter "you") are hereby rejected and shall not become part of the contract unless I expressly agree to their validity.

## Offers, prices

Offered is a non-exclusive license for the commercial use of a software solution (hereinafter "software solution"), but not the software solution itself or the ownership of it is sold. Refer to the software solution documentation for software product specifications and information on the intended operating environment.

My offers are directed to companies with their place of business in Germany and are always subject to confirmation, unless they are expressly marked as binding.

The amounts stated in a binding offer shall apply, otherwise the amounts stated at the time of the order shall apply. Indicated prices are net prices and are exclusive of value added tax.

If another entity imposes duties, taxes, levies or fees, you agree to pay the amount specified or provide the documentation required for exemption.

## Royalties

Shown is a license fee per tester per month for a term of three hundred sixty (360) days. Cancellation up to thirty (30) days prior to end of term, otherwise renewal for three hundred sixty (360) days each. Upon renewal, the amount shown at the time of renewal shall apply.

## Third-party software components and products

It is possible that my software solution uses cloud-based software and services provided by third parties. Mentioned names of products and services, as well as the associated logos, are the property and possibly trademarks of the respective companies. To use third-party cloud-based software and services, you must obtain appropriate licenses from the manufacturers and service providers. Third-party components are provided to you under other license terms that differ from those in this License Agreement. Use of such components is governed solely by the license terms and usage restrictions of the third-party provider. I do not provide any third-party components or licenses.

## Order

**Please send your order by Email to the above Email address.**

Alternatively, you can also send it by post to the address given.

**Please note:** An order constitutes a binding offer to conclude a contract. With your order you agree to this General Terms and Conditions and the License Agreement.

## Conclusion of contract

A sales contract is concluded as soon as I send you an order confirmation by Email. If you wish a postal delivery, please indicate this in your order.

By entering into an agreement, you have acquired a non-exclusive license for commercial use of a software solution. The license is for one (1) domain and one (1) team and the purchased number of testers, has a term of three hundred sixty (360) days and will automatically renew for successive three hundred sixty (360) day terms unless terminated by you at least thirty (30) days prior to the expiration of the term.

## Right of withdrawal

You have the right to revoke the purchase contract within a revocation period without giving any reason. The revocation period is fourteen (14) days from the conclusion of the contract.

To exercise your right of withdrawal, please inform me of your decision to withdraw from the contract. Please send your notification by Email to the above Email address. Alternatively, you can also send it by post to the above address.

To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period. You may no longer use the software solution from the day on which you notify me of the revocation of the contract.

## Delivery

Upon conclusion of the contract, the software solution is available online for download.

For this purpose, I will set up an access to my download area for you and provide the access data and your license key. The license key is required for operation and is limited to one domain and one team and the purchased number of testers.

If force majeure (natural disasters, war, civil war, terrorist attack) makes the delivery permanently impossible, an obligation to perform on my part is excluded.

## Installation, setup

Installation and setup of the software solution are your responsibility.

To do this, you download the software components and the associated documentation from my download area and start the installation and setup in your Microsoft 365 environment at your own discretion. For the installation, configuration, operation and maintenance of the software solution, you must meet the requirements described in the documentation.

It is recommended to use provided updates for the software and to back up your data before installing the software and regularly thereafter.

## Installation and setup package

If an installation and setup package is part of the purchase agreement, then you must meet the requirements described in the software solution documentation and provide access to your Microsoft 365 environment and remote access to an office PC. Deadlines are only binding if I have explicitly confirmed them in writing.

The performance of the agreed service is subject to you fulfilling your obligations to cooperate. I may refuse performance if this requires an effort that is grossly disproportionate to your interest in fulfilling the purchase contract, taking into account the content of the purchase contract and the requirements of good faith. Amounts already paid will be refunded by me within fourteen days.

## Acceptance

You must download, install, set up and inspect the software solution within fourteen (14) days of the conclusion of the contract and report any visible defects no later than three (3) working days after discovery of the defects. Please send your notification by Email to the above Email address. Alternatively, you can also send it by post to the above address. Otherwise, the goods shall be deemed accepted and approved.

If the solution is defective and this has been duly notified, you must first give me the opportunity to rectify the solution at my discretion, setting a reasonable deadline. Corrections will be carried out as quickly as possible.

If a claimed error cannot be determined, the effort for troubleshooting can be charged. If an error is due to a change in the design of the software by you or a third party, the effort for troubleshooting and error correction can be invoiced.

Otherwise, you are entitled to withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. You can only demand compensation for damages in accordance with paragraph "Liability for damages".

## Terms of payment

After acceptance of the goods, I will prepare an invoice and send it by Email, unless another method of communication has been agreed with you. Payments are to be made within fourteen (14) days of the invoice date without deduction. You are only entitled to set-off or retention if your counterclaims have been legally established or are undisputed.

## Right of termination

To exercise your right to cancel, please inform me of your decision to cancel the contract. Please send your notification by Email to the Email address given above. Alternatively, you can reach me by post at the above address. To comply with the notice period, it is sufficient

that you send the notice of the exercise of the right of termination at least thirty (30) days before the expiry of the term. You may no longer deploy and use the software solution upon expiration of the term.

## Copyright, retention of title

The entire content of the created software solution, internet pages and documents is the property of Inge Baumann-Pobloth and is protected by German and international copyright and database right. The reproduction, editing, distribution and any kind of exploitation outside the limits of copyright require my written consent. Customers are not entitled to assign rights or claims to my software solution, my internet pages or documents to third parties without prior written consent.

My software solution, web pages and documents may include components that are the property of other software vendors. Other mentioned names of products and services, as well as the associated logos, are property and possibly trademarks of the respective companies. The copyrights of third parties are respected by me. In particular, third party content is marked as such. If you should become attentive nevertheless to a copyright infringement, I ask for an appropriate reference. If I become aware of any infringements, I will remove such content immediately.

## Subject to change

Internet pages and documents are provided "as is" and are subject to change without notice.

The software solution is provided as it is. Construction and design may be slightly modified in the interest of further technical development, provided that this does not unreasonably affect your interests.

## Warranty

The software solution is provided as is ("as-is basis"). Please refer to the documentation for suitability, purpose, use and condition. Furthermore, I do not warrant that the solution has a condition that is customary for things of the same kind and can be expected by you. Public statements, recommendations or advertising by me do not represent a contractual quality of the goods.

Construction and design may be slightly modified in the interest of further technical development, provided that this does not unreasonably prejudice your interests.

In addition to the rights under these terms and conditions, you are entitled to the statutory rights in the event of defects, which can be claimed free of charge and which are not restricted by these terms and conditions.

If you discover a defect, please send a description of the defect by e-mail to the above e-mail address. Alternatively, you can also send it by post to the above address. Warranties are provided by correcting faulty components free of charge at my discretion. If an error is caused by a change in the design of the software by you or a third party, the warranty does

not apply here and the effort for troubleshooting and error correction can be charged. You can claim damages exclusively according to paragraph "Liability for damages".

## Liability for third party software and internet services

My software solution uses cloud-based software and services provided by [Microsoft](#) and [TEC-IT](#). These are not subject to my influence and I make no warranties or representations about software and internet services provided by other companies. For the use of cloud-based software and services of third parties, appropriate licenses must be purchased from the manufacturers and service providers.

## Liability for damages

To the extent that you may claim damages from me on the basis of fault or otherwise, my liability shall be limited to the amount of actual direct damages you have suffered and the amount of the purchase price you paid for the license of the Software Solution, regardless of the legal basis on which the claim for damages against me is based (including breach of material contractual obligations, negligence, misrepresentation or other claims in contract or tort), and except in cases of strict liability under law.

This limit of liability does not apply to bodily injury (including death) and damage to real and personal property for which I am legally liable. This is the maximum amount for which I can be held liable in total.

Liability under the Product Liability Act and liability for damages arising from the breach of warranties shall remain unaffected by the above provisions.

Mandatory legal provisions relating to consumer protection that cannot be limited or excluded by contract remain unaffected. You may have additional consumer protection rights under local laws that are not altered by this Agreement.

The above provisions shall also apply to breaches of duty by my vicarious agents.

## Choice of law and place of jurisdiction

These Terms and Conditions and the contractual relationship between you and me shall be governed exclusively by the laws of the Federal Republic of Germany (including, without limitation, the Copyright Act), to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and subject to mandatory international private law provisions and/or consumer protection provisions of your country of residence.

The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC or the contractual relationship between you and me is Saarbruecken, Germany. However, I am also entitled to sue you at your general place of business.

General information requirements for alternative dispute resolution in accordance with Art. 14 Abs. 1 ODR-VO and § 36 VSBG (Consumer Dispute Resolution Act): The European Commission provides a platform for online dispute resolution (OS), which can be found at

this address: <http://ec.europa.eu/consumers/odr/>. I am not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.

## Other provisions

Should any provision of these GTC be or become invalid or void, the validity of the remaining provisions shall not be affected insofar as a contractual partner is not unreasonably disadvantaged thereby. The same shall apply in the event that these GTC do not contain a provision that is necessary in itself.

The contracting parties shall replace the invalid or unenforceable provision with the legally permissible and enforceable provision that comes closest in economic terms to the meaning and purpose of the invalid and unenforceable provision.

If these GTC or the contracts are incomplete, the contracting parties shall reach an agreement with the content on which they would have agreed in the sense of these GTC or the contracts if the regulatory gap had been known at the time the contract was concluded.