



## GENERAL TERMS AND CONDITIONS



### **1. Quoted prices**

All quoted prices are 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 for the time period stated in the quotation. Within the stated time period, the customer may order at the quoted price even if ACCESS would change its prices during the stated time period.

### **2. Order**

Please place your formal order by sending a written, dated and signed order to ACCESS.

### **3. Terms of delivery**

The ordered program is normally delivered within three weeks from ACCESS's acceptance of the order. Delivery is made by airmail to the address specified in the order or by download from a secure download area being notified to the customer. Upon the customer's request, the ordered programs can also be delivered by mail courier. In such cases, the additional cost is charged to the customer.

### **4. Packaging**

Postage and standard export packaging are included in the price for normal airmail delivery.

### **5. Terms of payment**

Payment shall be made within 30 days after delivery to the bank account specified in the invoice. Pre-payment or alternative terms of payment may occur.

### **6. User Site**

The program may only be used at the site specified in ACCESS's quotation unless ACCESS thereafter confirms in writing the address of another site.

### **7. Software**

The software is governed by the End User License Agreement (EULA). The software is initially delivered with a temporary license file, which is valid for the same time period as the payment terms, i.e. normally for 30 days. A permanent license file is issued and supplied after full payment has been received and confirmed by ACCESS.

### **8. Maintenance & Support Subscription**

To ensure the quality of the software ACCESS provides a 12 months free of charge Maintenance & Support Subscription. Thereafter, the customer may prolong the Maintenance and Support Subscription by paying the fee quoted by ACCESS before the end of the initial free of charge 12 months period. The terms and conditions for maintenance and support of the software is set forth in ACCESS's "GeneralTerms and Conditions for Software Maintenance and Support"

### **10. User's Guide & Examples Book**

ACCESS does not provide any physically printed operation manuals (User's Guides and Examples Books) due to the environment-friendly policy of ACCESS and due to our efforts in providing more efficient, convenient and easy-to-use electronic manuals. Such manuals are provided together with the delivered CDs and can be installed on each of the designated computers, and can be reviewed and accessed easily and conveniently. The users can locally print such manuals, provided however only for INTERNAL use.

### **11. For customers within EU**

Customers within the European Union, please include your VAT number in your formal 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.