License terms for the use of
FAG Smart Web software
and related modules

These license terms constitute a contract between you and FAG INDUSTRIAL SERVICES GMBH.
Please read the license terms through carefully. They apply to the above-mentioned software and the related modules and, if applicable, to the media on which you received these. These terms also apply to all updates or bug fixes as well as to all user manuals, programming instructions and other documentation, supplements and support services offered by FAG INDUSTRIAL SERVICES GMBH. If any other terms are included with the last-mentioned products, they shall be applicable.

1. License Terms
BY AGREEING TO THESE LICENSE TERMS, YOU ACKNOWLEDGE THEIR VALIDITY FULLY AND WITHOUT RESERVATION. IF YOU DO NOT AGREE TO THE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SOFTWARE.

IF YOU AGREE TO THESE TERMS ON BEHALF OF A COMPANY OR A LEGAL ENTITY, YOU CONFIRM THAT YOU ARE AUTHORIZED TO BIND THE LEGAL ENTITY TO THESE TERMS.

AFTER AGREEING TO THESE LICENSE TERMS, FAG INDUSTRIAL SERVICES GMBH GIVES YOU, UNLESS OTHERWISE AGREED, A NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE FOR THE USE OF THE SOFTWARE IN COMPLIANCE WITH THE CONTRACT AND IN CONNECTION WITH THE ARTICLE OF SALE INTENDED FOR THIS PURPOSE.

2. Scope of the license
The software is being licensed and is connected to FAG Smart Check („embedded software“). This contract gives you only certain rights for the use of the software in compliance with the contract as a Controlling Software of FAG SmartCheck. FAG INDUSTRIAL SERVICES GMBH reserves all other rights. You are thereby required to adhere to all technical limitations of the software which allow you only specific applications.

You are especially not authorized:
- to use the software for purpose other purposes then to control FAG SmartCheck;
- to circumvent technical limitations of the software;
- to reverse engineer the software, to decompile or to disassemble it, except if (and only insofar as) applicable law expressly allows this without regard to these limitations;
- to create a larger number of copies of the software than stipulated in this contract or which is allowed by applicable law without regard to this limitation;
- to publish the software so that others can copy it;
- to use the software in a way which constitutes a breach of the law;
- to rent, lease or loan the software;
- to separate the components of the software from one another and to install them on differing devices insofar as the application does not require this or Section 10 of this contract allows this;
- to change or remove company names, trademarks, brand names, copyright notices or other notices regarding legal reservations contained in the software.

3. Payment and Delivery
The Payment of this Software is performed with the Acquirement of the Device. The Delivery is performed with the Delivery of the Device.

4. Breaches of duty
In the event that the software or the data medium is rendered partially or completely unusable due to defects, we will, according to our choice and at our fair discretion, eliminate the defects at no charge through supplementary delivery or supplementary repair (together hereinafter called "supplementary performance").

You shall allow us reasonable time and opportunity to carry out the supplementary performance which we deem necessary according to our fair discretion. In the event that supplementary performance is not possible for us, we will refund to you the purchase price.

Your further legal rights apply in accordance with the following conditions:

We shall be liable solely in the following cases:

(1) Willful breach of duty
(2) Grossly negligent breach of duty by our legal representatives and performing agents
(3) Culpable injury to life, body and health
(4) Malicious concealment of defects or guarantee for the state of an article of sale
(5) Culpable breach of substantial contractual obligations (meaning obligations, which make the contract possible in itself and the fullfillment can be trusted in) - limited, however, in the event of gross negligence on the part of non-management employees or of slight negligence, to the reasonably foreseeable damage typical of the contract. In the case of a culpable breach of substantial contractual obligations through slight negligence the liability shall be limited to a sum of 10 000 Euro.
(6) Insofar as product liability law provides for liability for personal damage or material damage to privately-used items.

Otherwise, we shall be exempt from liability.

We must be notified of defects promptly after they have been ascertained.

You bear the burden of proof to demonstrate that the prerequisites for the claims you have made due to breach of duty have been fulfilled. This also applies to culpability on our part.

Claims for defects expire 12 months after delivery of the article of sale insofar as provisions of the law do not demand a longer limitation period.

5. Brands and logos
You acknowledge to FAG INDUSTRIAL SERVICES GMBH and agree with FAG INDUSTRIAL SERVICES GMBH that all FAG INDUSTRIAL SERVICES GMBH brands as well as all brands relative to FAG INDUSTRIAL SERVICES GMBH and/or other companies of the Schaeffler Group, service marks, logos and other brand names ("Brands of Schaeffler") are the property of a company of the Schaeffler Group. Any use whatsoever of the brands of Schaeffler must accrue to the advantage of and be in the interests of the enterprises of the Schaeffler Group and requires our previous approval.

6. Documentation
The Documentation consists of the Booklet, which is delivered in data form with the Software and also can be downloaded in a printable form under www.fag-smartcheck.com .

7. Open Source
The Software includes Open-Source-Components, which are listet within the Documenation with the current license conditions for each component. You can ask for the sourcecodes of each Open-Source-Component at fag-smartcheck@schaeffler.com anytime.

8. Miscellaneous
The place of fulfillment for deliveries is the place from which we deliver.

The place of jurisdiction is Nürnberg. We can, however, also litigate at your business location.

The contractual relationship is governed by the laws of the Federal Republic of Germany, with the exception of the conflict of laws provision. The application of the uniform UN sale of goods law (CISG) is expressly excluded.

Complete or partial omission or tardy assertion of rights arising from this delivery contract shall not constitute a waiver of this or any other right.

Should any provision be invalid or become invalid, the validity of the remaining provisions shall not be affected thereby.

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