

Business and Licence conditions for purchasing or renting the Program package REFLEXW

By purchasing the Program package REFLEXW the purchaser has accepted the following utilization, warranty and liability limitations.

§1. COPYRIGHT

The program REFLEXW and the documentation are protected by the copyright law of June, 26 1985 and Copyright 1993-2022 by Karl-Josef Sandmeier. Therefore it must not be reproduced, distributed, let, hired out or resold without permission in writing from K.-J. Sandmeier. Only for the purpose of saving and archiving a copy on disc may be produced. All rights for this program and the manual are reserved by K.J. Sandmeier, Zipser Straße 1, 76227 Karlsruhe. REFLEXW is written with Delphi 11

§2. LICENSE CONCESSION

The program package REFLEXW is licensed, not sold. The legal use of the program and the documentation entitles to the usage of the REFLEXW-program on a data processing device (computer). If the program shall be transferred to the server of a network, for each connected network station one program package REFLEXW has to be purchased.

A site licence entitles to the installation and use of the program REFLEXW on an unlimited number of data processing devices within the institute.

If renting the program the licence is restricted to the duration of the renting. If the program will not be purchased after the end of the renting the total program must be returned together with the manual and all existing copies must be removed.

A testlicence of REFLEXW is restricted to non commercial use and ends after the fixed test period. The total program must be returned together with the manual and the hardware key and all existing copies must be removed.

§3. WARRANTY

1. REFLEXW is a Windows 7/8/10/11-program for the processing of reflection and transmission data.

Seismo_Cross is a Windows 7/8/10/11-program for crosshole testing data. No warranty is made for the correctness of the program REFLEXW/SeismoCross and for the correctness and completeness of the documentation. However, it is guaranteed to the purchaser, that the program is useable in the sense of the program documentation that is valid at the time of delivery to the purchaser and possesses the features guaranteed there.

2. K.-J. Sandmeier guarantees that the original program is duly recorded on a certified data storage device.

3. If a program proves not useable as defined by paragraph 1 or as defective within the meaning of paragraph 2, within a warranty period of six months, beginning with the delivery of the program package to the purchaser, the delivered program package is taken back and exchanged free of charge for a new program package with the same title. In case that this one also proves unuseable within the meaning of paragraph 1 or as defective as defined by paragraph 2 and K.-J. Sandmeier is unable to establish applicability with a reasonable effort in a reasonable amount of time, the purchaser has according to his choice the right of a reduction of the purchase price or to return the program package and receive a refund of the purchase price.

4. Further warranty obligations do not exist. Especially no warranty is made that the program package complies with the special demands of the purchaser. The purchaser alone is responsible for selecting, installing and using and also for the intended results.

§4. LIABILITY

1. The applicability of the program for a special purpose is not guaranteed. Also no liability is taken in any way for incidental or consequential damages arising from the use of this program (these are among others without limitation damages due to losses of business profits, operating troubles, loss of business data or other financial losses). This exclusion of liability equally applies to damages to a third party.

§5. The court of jurisdiction is Karlsruhe, Germany.