

## Terms of proWeser UG (haftungsbeschränkt)

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### 1. Availability, Places

#### 1.1 Availability of the terms

All deliveries and services proWeser UG (haftungsbeschränkt) performs are only provided based on these terms. These terms are only an English translation of the significant [German original text](#). In case of doubt the German version is imperative.

#### 1.2 Places

Place of delivery and payment is Hameln (Hamelin), Germany.

### 2. Purchase Of Products

#### 2.1 Orders

You will receive an order confirmation or the product from proWeser UG (haftungsbeschränkt). Until this the order is noncommittal.

#### 2.2 Payment

You can find possible payment methods in the online shop. Cash on delivery is available in Germany only. SEPA Direct Debits are executed as SDD Core and marked by an individual mandate ID and our creditor identifier (CI) DE3178700001262060. The customer agrees that the prenotification needs to be sent by mail, e-mail or fax at least one day before completion of the debit. If it's not possible to deliver the prenotification because of an invalid address or e-mail address, it's the customer's responsibility if the customer didn't sent an update notification of the address to proWeser UG (haftungsbeschränkt) by e-mail, mail or fax at least 15 days before completion of the debit.

#### 2.3 Delay Of Payment

If you are in delay of payment (e. g. because of refunding a debit or PayPal payment) proWeser UG (haftungsbeschränkt) may charge late interest amounting to the European Central Bank's marginal lending facility plus 8 percent (if you are a private customer: five percent), at least 6% p. a. plus potentially bank costs plus a notification fee of 3.00 EUR. The notification fee is omitted if proWeser UG (haftungsbeschränkt) is responsible to the refund or if the notification will be sent by email and the customer will pay the full arrears within three bank working days.

#### 2.4 Delivery

Software products will be delivered per email only (so-called electronic software delivery - ESD).

#### 2.5 Right of withdrawal

**Please see the formular Right of Withdrawal**

### 3. Liability

#### 3.1 Warranty

You have a legal warranty of two years on all products (one year on second-hand articles). Software developed as shareware should be tested by the customer prior to the order. Errors existing in both versions (test version and full version) are excluded from notification of defects. The customer knows that every software can include errors. proWeser UG (haftungsbeschränkt) is not responsible for any loss resulting of errors in the software but the customer can prove any intention or gross negligence. Compensation for damages is limited to the expenses to recover data which will be backedup daily. On notices of defects proWeser UG (haftungsbeschränkt) is allowed to repair two times per error in adequate time limits.

#### 3.2 Internet Services

proWeser UG (haftungsbeschränkt) is not responsible for unavailable internet services even if needed or used by software products.

### 4. Prices

Only recently on the web site [www.pothe.com](http://www.pothe.com) or [www.pothe.de](http://www.pothe.de) offered prices are valid.

Errors excepted.

### 5. Other Terms

Place of general jurisdiction is Hameln, Germany, if applicable per law. Place of delivery and payment is Hameln, Germany. Only the law of the Federal Republic of Germany is valid, if applicable per law in the customer's country.

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