

# Terms and Conditions

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## 1. General

These Terms and Conditions are valid for all offers, services and sales agreed into with The Gosling Group. A product is defined as being any physical product, software, software-code or service offered by The Gosling Group. Any amendments to these Terms and Conditions requires written confirmation from The Gosling Group. Any order or request for quote is assumed to be made by the buyer unless clearly stated to the contrary to be a third party. Any terms, conditions or requirements specified by the buyer in any documentation issued with the order not specifically covered by these terms and conditions are hereby not legally binding. By ordering from The Gosling Group the buyer recognises solely these terms and conditions as legally binding. To be valid, an order must be confirmed by The Gosling Group in writing. Depending upon the type of product, this confirmation can also take the form of the immediate delivery of product or the submission of an invoice.

## 2. Product related transactions

### 2.1 Orders

Orders submitted online (using the World-Wide-Web) or by E-Mail are hereby recognised as being valid, as are orders submitted by letter, fax or verbally.

### 2.2 Deliveries

Any products delivered either physically or electronically remain the property of The Gosling Group until paid for in full by the buyer. By definition, any products offered by The Gosling Group free of charge remain the property of The Gosling Group at all times. Any lead-times quoted for product delivery are approximate and for guidance only. Any delivery requirements from the buyer are only binding when confirmed by The Gosling Group in writing. In such cases, The Gosling Group shall not be liable for any consequences arising from late deliveries which are due to reasons out of their control.

### 2.3 Exchange and return

Any text, working material, electronic data or any other form of product able to be copied or duplicated which has been supplied by The Gosling Group can not be returned or exchanged. Any products delivered by The Gosling Group showing damage or not being able to be used as intended due to problems with the product will be replaced immediately by The Gosling Group free of charge.

### 2.4 Online and Software related products

The Gosling Group's online and software related products are always under a state of development. Such development can result in products changing their constitution, features, ease of use, application and price. Any major update to a product is regarded in the same way as a new product. As such, customers do not have any rights to obtain such a new and/or improved product version to a previously purchased product free of charge. Minor updates, such as those to correct software errors for example, are typically offered free of charge, however, and can usually be downloaded from the Internet.

### 2.5 Reports

Some of The Gosling Group's products deliver a report as the output for which a payment is due. Such reports will only be generated, however, once the open invoice for this report has been paid. This form of advanced payment is clearly described for each relevant product whenever it applies.

## 3. Payments

Discounts are not available on any payments due. Payments should always be made so as not to incur any charges for the recipient. This is especially relevant for payments made from outside of Germany and especially in all cases where any transaction charges are due. Any costs associated with the payment are always at the expense of the buyer. For the situation where the payment terms as summarised on our invoices are not upheld, The Gosling Group will exercise its right to charge interest on the amount due as permitted by the law in the Federal Republic of Germany, in addition to any charges incurred as a result of late payment. These latter charges are based upon the amount of additional cost resulting from any late payment, although a minimum charge of 15 Euro will always be levied.

## 4. Intellectual Property and Copyright

All text, documentation, reports, software, software code or any other product from The Gosling Group are and remain the intellectual property of The Gosling Group. They are all protected by copyright independent of the form of distribution (print, 3½ inch disk, CD, download etc). The buyer is allowed to use their (purchased) products for their own use and within their own company. The duplication and/or distribution of the products to other companies, professional persons or individuals outside of the buyer's company would be regarded as an infringement of copyright law and as such punishable to the greatest extent allowable. It is also hereby categorically forbidden to use any of the texts, documents, reports, software, software-code or any other of The Gosling Group's products for anything other than its intended use, without written permission from The Gosling Group. On receiving and/or purchasing any of the products and/or services from The Gosling Group, the buyer recognises these requirements and agrees to abide by them, without exception.

## 5. Warranty

For any form of warranty claim, as a supplier of services and service oriented products, The Gosling Group is only ever liable to a value not exceeding the value of the monies received from the buyer for the products or services purchased. Any other form of warranty claims over and above this value or claims for compensation from third parties are hereby excluded.

## 6. Final Clause

Whereas every due care and attention has been taken in translating these Terms and Conditions into other languages, the English version will always take precedence over any other language version. For all general business and legal matters between The Gosling Group and its customers, the law of the Federal Republic of Germany takes precedence. Should any part of these Terms and Conditions be or become invalid, not relevant or unenforceable due to any reason, including due to other written agreements between The Gosling Group and the customer, then the remaining parts will not be affected and still be fully valid. The place of fulfilment for these Terms and Conditions is Rodenberg, Germany. The court of jurisdiction resides exclusively in Hanover, Germany.

The Gosling Group, Rodenberg, 27.07.02