

## **Conditions of use and terms of warranty**

(This is an unauthorized translation of the original text in German language. Only the original German text is legally binding.)

### **§ 1 Concluding the contract**

Opening the sealed plastic cover binds the end user to the conditions of use and the terms of the warranty. If the end user does not wish to be bound by these conditions, he should return the unopened package to his supplier or to Springer-Verlag and the selling price will be refunded. For the return of goods, § 7. is valid.

### **§ 2 Copyright and conditions of use**

1. All rights pertaining to the Software (program and source code) are owned by the author. The Software is protected by copyright.
2. Springer-Verlag grants the end user, subject to legal liability, the non-exclusive right to use the Software as described by the terms of this contract. Under this contract use of the program is restricted to that carried out according to the instructions described. The decompiling, disassembling, reverse engineering or in any way changing the program is expressly forbidden.
3. The program may, at any one time, only be used on one computer at a single workplace. When used on computers with several or many terminals or in a network, a license application must be made for each workstation or terminal on which use is possible.
4. The program may be copied once for backup purposes.

### **§ 3 Transfer of the Software**

1. Any transfer (e.g. sale) of the Software to a third party and with it the transfer of the right and the possibility of its use may only occur with the written permission of Springer-Verlag or the author.
2. Springer-Verlag will give this permission when the end user up to this point makes a written application and the subsequent end user makes a declaration that he will remain bound by the terms of this contract. Receipt of permission terminates the right of the first end user to operate the program and the transfer to the second end user may take place.

### **§ 4 Unauthorized use**

1. The complete Software is protected by
  - the laws of copyright
  - the laws governing the use of trademarks
  - the laws of trade and commerce
  - this contract.

Violations may lead to action being taken under civil and criminal law.

2. The buyer is liable to Springer-Verlag for any damages or detriment accruing from any infringement of these regulations.

## **§ 5 Functional limitations of the Software**

1. Even with the latest state of technological development and with meticulous care being taken during production, errors in the Software cannot be excluded.

2. The Software evaluates and visualizes data.

3. The hardware and basis software described in the book are necessary for the functional capability of the program. The installation of the Software must be carried out exactly as described in the instructions. Deviation from these instructions can lead to damage of the hardware and also to other software and data.

## **§ 6 Warranty**

1. In response to justified claims, Springer-Verlag has, as first possibility, the option of supplying the user with another copy of the program (including another program release). If the claim is still not remedied, the end user can demand the return of the selling price from his supplier when he returns the Software in compliance with the terms set out in § 7.

2. A prerequisite to making a claim under the warranty is that the end user supplies an exact description of the defect in writing.

3. The end user has no claim to a reduction in the selling price or to correction of defects. In other respects the German Code of Civil Law (BGB) concerning the warranty of goods shall apply (§§ 459 to 480 BGB).

## **§ 7 Returning the software**

1. The customer can only return the Software (e.g. according to § 1 or § 6 Sect. 1.) in its entirety together with the original sales receipt/invoice. In addition he has to hand over the declaration stating that no copies remain in his possession.

## **§ 8 Help**

1. Springer-Verlag has inaugurated the possibility of asking the author questions with reference to the Software. However, this is a voluntary service and is not the customer's right.

2. The questions can be concerned with installation, operation, and problems of utilization.

3. Questions should be mailed or sent via mailbox to Springer-Verlag (see handbook for instructions). The answers from the author are merely forwarded by Springer-Verlag without being checked. The questions are normally answered in the order they are received. It will not be possible to answer every question.

## **§ 9 Liability**

1. Springer-Verlag and the author are only liable for willful intent, gross negligence, and when the program fails to fulfill its assured purpose and function. The assured purpose and functions are those which are explicitly declared in writing. There is no liability for information described in § 8.
2. The liability under German law for product liability is unaffected.
3. The plea that the end user is also at fault remains an option for Springer-Verlag.

## **§ 10 Conclusion**

1. The location of the competent court for all legal action in connection with the Software and this contract is D-69115 Heidelberg if the contract partner is a registered trader or equivalent, or if he has no legal domicile in Germany.
2. This contract is exclusively governed by the laws of the Federal republic of Germany with the exception of the UNCITRAL laws of trade and commerce.
3. Should any provision of the contract prove unenforceable or if the contract is incomplete, the remaining provisions will remain unaffected. The invalid provision shall be deemed replaced by the provision which in a legally binding manner comes nearest in its meaning and purpose to the unenforceable provision. This shall apply to any omission in the contract that may occur.