Neubau EULA

End User License Agreement

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§ 6
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§ 7   **Warranty and Liability**

(1)   In the event of a defect of a delivered physical good, the Customer shall be entitled to request from Neubau to repair the defect or to supply another product (as ordered) which is free from defects. Notwithstanding the foregoing, if the Customer is not a consumer, Neubau shall have the right to choose between any such remedies at Neubau's discretion, provided that such choice shall be made by us by notice within a period of three business days following receipt of the Customer's notice of the defect. Neubau may refuse to remedy a defective good in the manner requested by the Customer if such remedy would result in unreasonable costs. If the remedy (supplementary performance) fails or cannot reasonably be expected from the Customer or Neubau refuses to remedy the defect, the Customer shall be entitled to terminate the contract, reduce the purchase price or claim damages or frustrated expenses, in each case in accordance with applicable law.

(2)   Font Software is – after downloading – not returnable or refundable. Font Software may be returned or exchanged only if it is defective and we are notified within 14 days of the order.

(3)   Neubau shall not be liable (on whatever legal grounds) for damages which may not reasonably be foreseen, assuming a normal use of the product. Furthermore, Neubau's liability shall be excluded for damages resulting out of a loss of data if their recovery is not possible or impeded due to a failure to perform appropriate data back-up procedures.

(4)   The foregoing limitations of liability shall not apply in cases of wilful misconduct or gross negligence and – for any case – regarding injury to life, limb or health. Liability pursuant to the German Product Liability Act shall remain unaffected.

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(1)   Any contracts entered into between Neubau and the Customer shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Goods (CISG).

(2)   If the Customer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business or is a legal entity or special fund organized under public law, the courts in Berlin shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract. In all other cases, Neubau or the Customer may file suit before any court of competent jurisdiction under applicable law.

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