

General Terms and Conditions

General Terms and Conditions of GbR Andreas Meißner and Mathias Meißner (Meißner & Meißner GbR) for online Acquisition of Software

§ 1 Subject of the Agreement; Area of Validity

(1) Meißner & Meißner GbR ([for supplier data please refer to the imprint](#)) is the supplier of the Internet portal www.pluck-n-play.com (portal) and offers a download service for various computer programs (software).

(2) All computer programs shall only be transferred on the condition that the customer acknowledges these General Terms and Conditions of Business to be legally binding. These General Terms and Conditions, as set out in the current valid version, are supplemented by the provided prices at the portal. The customer must also observe the license agreement of the supplier's respective software products when using the software.

(3) Any statements to the contrary on the part of the customers with reference to their own Terms and Conditions are herewith contradicted.

(4) The customers are authorized to acquire and use the Internet services and software made available under www.pluck-n-play.com in accordance with the following provisions.

§ 2 Offers, Conclusion of a Contract, Performance and Delivery Obligations

(1) Offers on the Internet portal www.pluck-n-play.com are without engagement, unless otherwise specifically agreed as binding. Orders are only considered to be firm if acknowledged by Meißner & Meißner GbR and carried out by shipment of the goods. Orally agreed collateral arrangements are not effective without a written confirmation.

(2) The contract is created by the customer filling in and confirming the form on the web and by Meißner & Meißner GbR acknowledging and proceeding with the order.

(3) If ordered goods are not available, Meißner & Meißner GbR is entitled to withdraw from the contract. Meißner & Meißner GbR will notify the customer immediately of such unavailability and reimburse to the customer any costs charged.

§ 3 Right of Revocation; Consumer Information; Information on E-Commerce

(1) According to "Deutsches Bürgerliches Gesetzbuch" (German Civil Code) (§§ 355 ff. BGB), Meißner & Meißner GbR grants customers the right of revocation in a transaction of distance selling.

(2) The two-week revocation period begins at the earliest on the day after receipt of the activation key required for activating the full version of the software, provided that the customer has been informed about his rights by means of the consumer information.

(3) The revocation can be made without restrictions or statement of reasons in written form (e.g. letter, fax, email). To meet the deadline, it is sufficient to dispatch the declaration of revocation within a period of 14 days.

(4) The declaration of revocation is to be sent to:

Meißner & Meißner GbR
Franz-Gresitza-Str. 64
07749 Jena
Germany
Fax: +49 (0) 3631 – 358536
Email: contact@pluck-n-play.com

(5) The right of revocation expires for software made available for downloading on the date this software is activated online (§ 4.3).

(6) On timely receipt of the revocation, Meißner & Meißner GbR is obliged to reimburse the customer for the payments made.

(7) The right of revocation is not applicable to tradesmen. The right of revocation according to "Deutsches Bürgerliches Gesetzbuch" (German Civil Code) is therefore ineffective.

(8) The customer can download these General Terms and Conditions in printable form as a file at any time from the portal.

§ 4 Subject and Form of Delivery

(1) The customer receives the software subject to the contract in executable form (object code) along with the corresponding documentation released by the supplier.

(2) The software provides the functionality specified in the documentation. This document on the functionality can already be read, printed and downloaded by the customer prior to the conclusion of the contract from the portal in the context of the product specification.

(3) Delivery is made by transfer of an activation key to the delivery e-mail address stated in the order form. After the download has been accomplished the software must be activated online, which is only possible if a link to the Internet is available.

(4) Documentation of the software is exclusively delivered electronically.

(5) Installation of the software is not subject to this agreement.

§ 5 Rights of Use

(1) Unless agreed or otherwise stated in the respective licence regulations of the software, on payment of the agreed one-off payment the supplier grants the customer a non-exclusive right to use the software permanently which is unlimited in terms of space.

(2) The customer is entitled to use one “copy” of the software at maximally one (1) computer/work place.

(3) Any use beyond the contractually agreed level, in particular the use of the software on more than one computer per acquired copy of software, is a breach of contract.

(4) The customer is entitled to make a safety copy of the software and to conduct everyday backups; further copies are not to be made.

(5) To guarantee and protect the contractual use of the software an online activation per computer/work place must be conducted and, thus, a link to the Internet is a compulsory pre-condition.

(6) The customer must not decompile, change or otherwise process the software, unless specifically stated to the contrary by German law.

(7) The authorised user shall neither pass on to third parties the programs of Meißner & Meißner GbR, and/or any backup copies, nor shall he/she make these available for third parties in any other form. Also excluded is the reproduction of the programme, either wholly or in part, for the purpose of simultaneous multiple use on several computer systems. All resulting claims against the purchaser, in particular copyright claims and claims for damages, shall remain unaffected. The aforesaid actions may result in criminal liability and this fact is explicitly indicated.

(8) Notes on copyright and other property rights within the software are neither to be deleted nor changed. They must be transferred to every copy of the software.

§ 6 Prices; Terms of Payment and Billing

(1) All listed prices are final prices. Due to Meißner & Meißner GbR's status as a small business in accordance with §19 UstG (German Value Added Tax Act), we do not charge VAT.

(2) The supplier is entitled to pass on the received data to a third party as far as this is required to settle payment.

(3) Customers pay with PayPal. The customer is required to comply with the terms of payment of Paypal. For more information: www.paypal.com.

(4) The supplier maintains the rights to the subject matter of this agreement until payment is fully made. The supplier is in particular entitled to forbid the use of the software, if he withdraws from the contract as a consequence of the customer's default on payments, for instance. Should a third party gain access to the reserved property prior to full payment of the contractual software, the customer is obliged to inform this third party about the supplier's reservation and immediately inform the supplier in writing of the third party's access.

§ 7 Warranty; Exclusion of Liability

(1) In the case of quality claims the warranty is, at the option of Meißner & Meißner GbR, limited to replacement deliveries or subsequent repair. Meißner & Meißner GbR disclaims any express or implied warranties of fitness for a particular purpose and merchantability. Releasing a new version of software by Meißner & Meißner GbR does not constitute a defect of the previously sold software.

(2) If repairs or replacement deliveries fail within an appropriate period of time, the customer has the choice to claim a reduction of the purchase price or to withdraw from the contract. The specified time will not be less than four weeks. Repairs or replacement deliveries are to be considered as unsuccessful if three attempts to correct the quality claims have failed.

(3) Notice of apparent defects or transparent damages must be given in writing to Meißner & Meißner GbR within 2 months from receipt of the goods. If no quality complaint is lodged within the specified period of time after receipt of the shipment, the goods are considered to be accepted by the customer and all warranty claims are barred. In order to give timely notice, timely dispatch of the notice is sufficient; the burden of proof lies with the customer.

Tradesmen must check quality and completeness of the goods immediately after their receipt and must notify Meißner & Meißner GbR of discovered defects without delay. The goods delivered are considered to be accepted if a tradesman fails to inspect the goods received and notify Meißner & Meißner GbR about any defects within the specified time, unless the defect was concealed at the inspection. Notice of a defect found at a later date must also be given to Meißner & Meißner GbR without delay. Otherwise these defective goods will be considered as accepted. The notification of quality complaints must be effected in writing and the defects must be described in detail. Moreover, §§ 377 f. HGB (German Commercial Code) apply correspondingly.

(4) The warranty does not cover defects if the goods are improperly treated, used, or modified. The warranty is inapplicable if the customer or a third party installs the contractual goods improperly or if maintains them on their own, repair, modify or expose them to a working environment which is not compatible the stated requirements for installation.

(5) Claims of a customer for indemnification on the grounds of non fulfillment, faulty contract conclusion, breach of agreed collateral obligations, consequential damages from defects, damages resulting from unauthorized actions and other legal grounds are excluded, provided that Meißner & Meißner GbR is liable for failing to provide guaranteed properties, for wilful action or for gross negligence. This exclusion does not apply to claims according to the German product liability law (German Produkthaftungsgesetz).

(6) The warranty period is 12 months from delivery. For the purchase of consumer goods by End Users, the warranty period is extended to 24 months.

§ 8 Data Protection and Confidentiality

All personal data obtained will be treated confidentially. The data required for business transactions will be stored and will only be transmitted to associated companies and sub-suppliers for the purpose of processing the orders.

§ 9 Miscellaneous

(1) This agreement is exclusively governed by the laws of the Federal Republic of Germany excluding the United Nations convention on the international sale of goods (CISG). The only place of jurisdiction is Jena in the Federal Republic of Germany, provided that the customer is a businessman. The supplier is additionally entitled to take action at the place of the customer's place of general jurisdiction.

(2) The German version of these General Terms and Conditions and its components as set out here take precedence over translations into other languages in case of doubt.

(3) Changes and supplements must be made in writing. This also applies to the written form clause.

(4) The ineffectiveness of one or several provisions made in this agreement does not affect the effectiveness of the remainder of this agreement. An ineffective provision will be replaced by

an effective one, which is adjusted such as to be as close as possible to the economic purpose of the original ineffective clause.

(5) The supplementary components of the General Terms and Conditions as set out here can be entirely retrieved from the portal.

(6) The General Terms and Conditions as set out here supersede and replace all previous General Terms and Conditions.

If you have any questions concerning this general terms and conditions, please contact us:
contact@pluck-n-play.com.

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Franz-Gresitza-Str. 64, 07749 Jena, Germany

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