

Conditions of use for the parameterisation and readout software of the TCHF range of batteries (TCHF Service Software)

The parameterisation and readout PC software for the trak|charger HF premium range of batteries (described below simply as PC software), serves the user for parameterisation and readout purposes.

The PC software, its content, design and concept are the intellectual property of HOPPECKE Batterien GmbH & Co. KG (below simply "HOPPECKE").

The PC software is freeware, which is made available to the user and may be used free of charge provided that these conditions of use are observed.

The PC software is provided in principle for use by industrial users.

If these conditions of use are accepted on behalf of a company or any other legal entity, then the accepting party declares by their confirmation of knowledge of these conditions of use that they are authorised to commit this company to the conditions of use specified here.

Demands made by the PC software in terms of system requirements and the necessary infrastructure, together with a detailed instruction manual which the user should take note of before downloading the PC software, are also part of this download page.

License

With approval of registration, the user obtains a free license for use for a period of ca. **180** days. On its expiry, the license may be extended by a new version from HOPPECKE under the same conditions. Through this license, HOPPECKE gives the user a time-limited, non-exclusive and non-transferable right to use the PC software free of charge. All rights in the PC software and all of its authorised copies belong solely to HOPPECKE. Without written permission from HOPPECKE, the PC software may not be electronically processed, amended or distributed in any form. The user may copy the PC software only in justified cases (e.g. for back-up) and only for their own use. The functional scope of the PC software may be restricted by HOPPECKE at any time. In the event of misuse or in other justified cases, HOPPECKE may withdraw from the user access to the PC software and consequently also the license.

The PC software and data within the PC software may be modified without prior notice and replaced by newer versions. Once the user has downloaded the PC software, it is his own responsibility to ensure that it is kept up-to-date. The user should therefore check on a regular basis to see if a more recent version of the PC software is available on the HOPPECKE website.

Liability

HOPPECKE shall not be liable for damages to software, hardware or other property, nor for financial losses incurred through use of or in connection with use of the PC software, unless these are due to intentional action or gross negligence by the owner/organs or senior executives of HOPPECKE. For damage to the health, body or life of the user of the PC software, HOPPECKE shall be fully liable. In addition, liability for defects which HOPPECKE has maliciously concealed or which HOPPECKE has guaranteed to be absent, together with liability under the German Product Liability Law, shall not be affected. In the event of culpable breach of important contractual obligations (obligations which shape the fulfilment of the contract and on which the customer may rely) HOPPECKE shall be liable for gross negligence of non-executive employees and for minor negligence, in the latter case limited to damage which is typical for the contract and reasonably foreseeable. Any more far-reaching claims shall be excluded.

Data protection

HOPPECKE takes very seriously the protection of personal data of the user of the PC software and observes strictly the regulations of the German Data Protection Law. No personal data of any kind will be recorded or stored.

Other matters

If the user is a merchant or a legal entity under public law, then the place of jurisdiction shall be the registered office of HOPPECKE. The same place of jurisdiction shall apply if the user has no general place of jurisdiction in Germany, has relocated his place of residence or usual abode in Germany after conclusion of the contract or his place of residence or usual abode is not known at the point of time of institution of proceedings. HOPPECKE may sue the user at his domicile.

For all legal relationships between HOPPECKE and the user, only the law of the Federal Republic of Germany governing legal relationships between German domestic parties shall apply.

The provisions of the UN Sales Convention shall not apply.