ENGIBY

Engiby sàrl
Formangueires
CH - 1782 Belfaux
Tel +41 26 475 50 25
Fax +41 26 475 50 25
www.engiby.ch

Engiby sàrl
Ch. des Fauvettes 3
CH - 1580 Avenches
Tel +41 26 676 01 21
Fax +41 26 676 01 22
www.engiby.ch

General Conditions for Supply of Software

Application
The present conditions are the only ones in force. Any modification of the present conditions must be accepted in written by ENGIBY.

Non-exclusive Licence
If not stated specifically, the supply of any Software is considered as non-exclusive licence. The Buyer has the non-exclusive right to use the Software on its devices only. ENGIBY keeps the right to adapt and extend the Software capabilities and to report it on a reference list.

Licence
The invoice sent by ENGIBY with the Software is considered as the licence. The utilization rights for use and resale are stated on the invoice.

Backup of Software
For safety reasons, the Buyer must keep the original Software in a safe place. In emergency cases, ENGIBY has the right to ask a copy of the original Software.

Software Integrity
The Buyer has not the right of modifying or developing the internal components of the Software (reverse engineering), nor translating it in another code or dissociating it into parts.

Restrictions and Technical Incompatibilities
Even if no technical reasons has been detected in advance, ENGIBY cannot warranty the absolute functioning of a Software. Restrictions or technical incompatibilities with some devices cannot be excluded. In this case, ENGIBY keeps the right of interrupting the development or withdrawing the Software and invoicing the worked hours.

Warranty

Are considered as manufacturing defaults, differences compared to characteristics stated in the documentation that can be proved by the Buyer. ENGIBY shall remedy defects and deliver a corrected Software version. Until final delivery of the corrected version, ENGIBY shall put at disposal an appropriate solution at reasonable cost. Diagnostic and defaults suppression under warranty will be made either at ENGIBY or at Buyer site, choice remain at ENGIBY.

Documents and information able to help ENGIBY finding out the defaults elimination shall be put at disposal by the Buyer. If the default is not eliminated in a reasonable time or not corrected in an acceptable way, the Buyer may claim for price reduction. The warranty time is 12 months from delivery date. For Software where the Buyer supplies, uses or develops an extension via interface, the Software is warranted up to the interface.

All other warranty rights are excluded except if ENGIBY is responsible due to negligence or absence of promised quality.

Claim for Delay

In the event that ENGIBY is responsible, and as a result the Buyer is prevented from using the Software for the purpose for which it is intended, if the Buyer can reasonably establish that he has sufferd direct damage due to the delay, he may claim damages of 0.5% for every complete week of delay, up to a total of 5% of the price of the Software. ENGIBY shall not be responsible for delays for reasons such as mobilisation, war, revolt, strike or lock-out. The claim enters into force 4 weeks after the delivery time stated in written by ENGIBY.

Liability

The insurance for any damage of any kind using the Software is responsibility of the buyer. ENGIBY shall not be liable for any damage to material or injury to person using correctly or incorrectly the Software. No claim for damages or injuries of any kind shall be made to ENGIBY.

Assignment, Law

The place of juridiction shall be Fribourg, Switzerland and the governing law shall be the law of Switzerland.