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## General business-conditions of jk-ware, manager Dipl.-Ing. Reinhard Jakob

### § 1 Covenanter

Your covenanter is

**jk-ware, Dipl.-Ing. Reinhard Jakob**

**Kuhstr. 1**

**D-37627 Stadtoldendorf**

E-Mail: [info@jk-ware.de](mailto:info@jk-ware.de) Tel.: 0(49)5532 / 509386

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### § 2 Validity of the contract-conditions

- a. The performances of jk-ware are offered in the framework of the following business-conditions exclusively.
  - b. Customers in the sense of the business-conditions are consumers or entrepreneurs. Consumers are natural persons with those get in touch in business-relationship without an industrial or independent vocational activity being able to include these with reference to the business-relationships with jk-ware. Entrepreneurs in the sense of these business-conditions are natural or legal persons or right-capable societies, with whom jk-ware steps in business relationship that deals in exercise of their industrial or independent vocational activity.
  - c. Deviations of these contract-conditions are only effective if these of jk-ware are confirmed in writing. General business-conditions of a customer are not acknowledged.
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### § 3 Contract-graduation

- a. By ordering a product the customer declares binding want to purchase the goods. jk-ware is justifiable the in the order lying contract-offer to assume within 10 days after entrance to jk-ware.
  - b. In contract between jk-ware and the customer comes about through the assumption by means of written confirmation of order, also through e-mail, or with the delivery of the product through jk-ware.
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### § 4 Shipment of the products (not electronic)

A delivery into the foreign countries is offered only in electronic way (Internet).

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## **§ 5 Electronic software-shipping via the Internet (download)**

- a. The agreements done on the respective download-Website are valid.
  - b. After the shipping there is no more return-right. It consists a widened option in the case of data-loss or faulty data-transfer after the acquisition and first download of the software of four weeks in form of a free download-link however.
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## **§ 6 Software-usufructs**

- a. Binding is the newest stand of the End-User-License-Agreement (EULA) of jk-ware.
  - b. If a program-package contains no one or an obsolete EULA, for example with older software-versions, the above newest stand of the End-User-License-Agreement is for this late binding.
  - c. Will be jk-ware program-contents directly or indirectly in form of pictures, logos, decorations, posters, transparencies or other data carriers to advertising-purposes used, the originator has to take care of it that on all advertising-bearers named above a clear link to the Website of jk-ware ([www.jk-ware.de](http://www.jk-ware.de) or [www.powerxgames.de](http://www.powerxgames.de)) is inflict (prior agreement is commendable).
  - d. All referrals on test-software of jk-ware (download-links) in the internet, has to inflict in immediate proximity another referral to the website of jk-ware ([www.jk-ware.de](http://www.jk-ware.de) or [www.powerxgames.de](http://www.powerxgames.de)).
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## **§ 7 Prices and Terms**

The offered purchase-price is binding. In the purchase-price, no sales tax is contained at the time.

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## **§ 8 Final Regulations**

- a. It is valid German right under exclusion of the UN-purchase-right
- b. Legally responsible is that for the business-seat of jk-ware responsible court.
- c. The inefficiency of individual regulations of these general business-conditions or the purchase-contract doesn't touch the effectiveness of the remaining regulations. At position of that quite or partially ineffective regulations tread the lawful regulations.

**Stadtoldendorf, in November 2021**