

Art. 1 Validity of contractual terms and conditions

1. Insofar as nothing else has been agreed, these General Terms and Conditions of Business (GTCB) shall be exclusively valid for the sale of standard soft- and hardware and for pre-contractual obligations. Other contractual conditions shall not form part of this contract even if StatSoft (Europe) GmbH (hereinafter "StatSoft") does not expressly object to them. Should external terms have become part of this contract, then they shall be subordinate to these GTCB.
2. Even if no explicit reference is made again to StatSoft GTCB when concluding similar contracts, the version retrievable at www.statsoft.de/agb.pdf shall still apply when the customer submits his declaration unless the contracting parties agree otherwise in writing.
3. The regulations of the German Civil Code [Bürgerliches Gesetzbuch, BGB] concerning sales contracts shall apply to deliveries of software, data and hardware, also if services are added as supplements. Regulations concerning service contracts shall apply to isolated services. Regulations concerning work contracts shall apply to adaptation of software according to the customer's specifications.

Art. 2 Object of the contract

1. StatSoft shall provide the customer with the software as precisely described in the contract as well as also operating instructions in English or German at the discretion of StatSoft.
2. StatSoft shall, as a matter of principle, supply standard software. Representations in product and project descriptions; in advertisements; test programmes; brochures and documentation do not constitute any feature assurances or guarantees. The assurance of features and guarantees shall require express written confirmation by StatSoft.
3. StatSoft shall supply the software in object code on standard data carriers. The customer shall have no claim to provision of the source code. Should delivery be made by means of a download, the StatSoft shall provide the customer with a download link together with the required access data.
4. Over and above this, StatSoft offers further services such as implementation, training, maintenance services and the sale of hardware, for which separate contracts shall be concluded and which shall be remunerated separately.
5. The right of use acquired by the customer (cf. Art. 3 No. 2 and Special provisions for software with annual terms No. 3) shall be restricted to only one machine insofar as multiple usage or a network application do not result from the contract (cf. Art. 6).
6. StatSoft contractual objects; documents; proposals; test programmes; etc. made accessible to the customer prior to or following conclusion of the contract shall be deemed the intellectual property and the business and company secret of StatSoft and must be kept confidential and treated in accordance with Art. 5 No. 3., Art. 7 No. 4. and Art. 11 No. 6.-8.
7. Shipping of the contractual software and associated services shall be at the customer's risk and expense.

Art. 3 Copyright

1. The software supplied by StatSoft (programme and manual) is protected under copyright and legally protected. All copyrights, patent rights, trademark rights and other ancillary copyright rights shall be available exclusively to StatSoft respectively the software supplier. Insofar as third parties are entitled to rights, then StatSoft shall hold the corresponding exploitation rights.
2. StatSoft shall grant the customer a simple, non-transferrable right of use which may not be sub-licensed following receipt by StatSoft of the agreed remuneration. This right of use may be limited in terms of time (see also at the end, Special provisions, No. 2.). Reservation of the right of use until payment of the remuneration shall not include the right to examine the software for acceptance purposes.

Art. 4 Remuneration, Prices, Off-setting

1. Remuneration shall be based on the contractual agreement. All prices shall be subject to the legal rate of value added tax at the time of invoicing.
2. Remuneration shall be due for payment immediately after receipt of invoice without deductions. StatSoft shall be entitled to demand advance payment or to charge cash on delivery for the remuneration. In order to have a discharging effect, remuneration may only be paid directly to StatSoft or to a bank or giro account specified by StatSoft.
3. Should the customer be in arrears with the remuneration, then StatSoft may, without sending a further reminder, demand default interest to the value of 9 % above the current base rate (5 % above the base rate in the case of customers who are consumers). StatSoft shall be entitled to assert a claim for higher damages if it can prove such damages.
4. Additional services performed by StatSoft shall be agreed separately and shall also be remunerated separately by the customer.
5. Should the customer exceed the scope of the contractually granted right of uses without notifying StatSoft of this immediately, then he must pay a sum corresponding to 150 % of the remuneration quoted in the price list for the relevant scope of use per excess copy respectively excess user.
6. The customer may only off-set claims which are undisputed or have been legally established as final and binding. Payments by the customer shall always be off-set in accordance with Art. 366 Para. 2 and Art. 367 BGB. He may only assign claims resulting from this contract to third parties with the prior written consent of StatSoft. He may only base any right of retention on claims resulting from this contract.

Art. 5 Duplication rights, Access protection

1. The customer may not duplicate the supplied programme, incl. operating instructions, unless such duplication is necessary to use the programme. Necessary duplications shall only be the installation of the programme from the original data carrier to the mass memory or the hardware used as well as also downloading of the programme in the main memory. Additional manuals which may be required for employees must be procured from the supplier.
2. Over and above this, the customer shall only be permitted to produce and keep one single back-up copy, which must be identified as such (i.e. a back-up copy of the programme supplied) and, insofar as technically possible, labelled with the original data carrier's copyright notice. Copyright notices may not be deleted, altered or suppressed.
3. The customer shall be obliged to prevent unauthorized access by third parties to the programme; the operating instructions and the back-up copy by taking suitable measures. These items must be kept in a place protected against unauthorized access by third parties. The importance of complying with these GTCB and the copyright provisions must be specifically emphasized to employees. The customer shall indemnify StatSoft from damages arising from breach of this obligation.

Art. 6 Multiple use, Network applications

1. The customer may use the software on the hardware at his disposal. Each individual software package may only be deployed on one hardware configuration with one single access possibility. Use within the contractually agreed scope shall be permitted. Should the customer change the hardware, then he must delete the software from the hardware used prior to this.
2. Simultaneous storage, keeping or use of the software over and above the contractually agreed scope shall not be permitted. Should the customer wish to deploy the software simultaneously for more than the contractually agreed hardware configurations, for example by multiple employees, then he must purchase the relevant number of programme packages.
3. The use of the software made available within a network or the Internet shall only be permitted within the scope of the contractual agreement. Only one access possibility per programme package shall be permitted at any one time. Should the customer wish to deploy a software package within a network, then he must prevent simultaneous multiple use by means of access protection mechanisms or purchase the relevant number of programme packages from StatSoft. StatSoft must be notified immediately concerning the planned network application and the number of connected users. Deployment in the network shall only be permitted following full payment of the network fee.

Art. 7 Decompiling and programme modification

1. Decompilation of the programme code made available into other code forms as well as other forms of reverse engineering of the different production stages of the software, including a programme modification, for the customer's own use shall only be permitted within the scope of copyright law if this use serves to rectify errors; extend the scope of functionality or to facilitate the software's interoperability with other programmes.
2. Third parties may only be commissioned to carry out corresponding actions as defined by No. 1 above if StatSoft does not provide the customer with the necessary information and documents for this within a reasonable period of time for a reasonable remuneration and StatSoft does not wish to execute the programme modifications requested by the customer itself for a reasonable remuneration. StatSoft must, in this regard, be granted a sufficient period of time to examine whether it wishes to accept the order and be informed in writing of the name of the third party commissioned to carry out the work.
3. The customer shall keep the programme information obtained through actions as defined by No. 1 above confidential and oblige involved third parties correspondingly as well as release StatSoft from any claims for damages should this obligation be breached.
4. Under no circumstances may copyright notices; serial numbers and other features serving to identify the programme be removed or altered.

Art. 8 Re-sale, Sub-leasing

1. The customer shall be entitled to make the copy of the contractual software purchased permanently available to a third party and, when doing so, to hand over all licence documents and the documentation. He shall, in such cases, cease entirely from using the programme; remove all installed copies of the programme from his computers and delete or hand over to StatSoft all copies on other data carriers, insofar as he is not legally obliged to store these items for a longer period of time. In order to realize the transfer of the contractual object the customer shall notify StatSoft accordingly so that StatSoft, in coordination with the third party, can execute any approvals, system adjustments (alteration of the licence holder details) or installation support services required for the transfer. Over and above this, the customer shall confirm to StatSoft in writing that the above-mentioned measures have been fully completed or, where applicable, provide StatSoft with reasons for storing the object for longer. The customer shall, furthermore, explicitly agree compliance with these GTCB and, in particular, the scope of rights in accordance with Art. 3, 7 and 8 with the third party. Subdivision of any licence volume packages shall not be permitted.
2. The customer may only make the software including the operating instructions temporarily available to third parties in accordance with the conditions laid down in No. 1 above. A transfer for leasing purposes for monetary purposes or leasing shall

not be permitted. During the period of transfer the customer shall not be entitled to any right of use to the software.

Art. 9 Guarantee

1. StatSoft shall provide a guarantee for contractually agreed functions as well as that the customer is able to use the contractual software without infringing third party rights. Guarantees against material defects shall not apply to defects which result from the fact that the contractual software is being used in a hardware and software environment which does not fulfil the agreed system requirements or to alterations and modifications carried out to the software by the customer without the corresponding authority granted by the law; the corresponding software contract or the prior written consent of StatSoft.
2. Should the customer be a businessman or enterprise, then he must examine the contractual software for obvious defects immediately upon receipt and, should there be defects, notify StatSoft immediately. Failure to do so will result in the exclusion of the guarantee for these defects. The same shall also apply if such a defect becomes apparent at a later time. Art. 377 of the German Commercial Code [Handelsgesetzbuch, HGB] shall apply.
3. Should the customer be a businessman or enterprise, then StatSoft shall, in the event of a material defect, first be entitled to supplementary performance – i.e. to remedy the defect (“remediation”) or to deliver a replacement at its discretion. The customer shall, where applicable, accept a newer software version within the scope of a replacement delivery unless this would produce unreasonable adverse effects. In the case of defects of title the vendor shall, at his own discretion, provide the customer with a legally unobjectionable option to use the contractual software or modify it in such a way that it no longer infringes third party rights.
4. StatSoft shall, insofar as necessary, be entitled to perform guarantee services on the customer’s premises. StatSoft shall also fulfil its obligation to remediation by making updates furnished with an automatic installation routine available for download on its homepage and offering the customer telephone support for the solution of any installation problems which may occur.
5. The customer’s right to, at his discretion, reduce the purchase price or withdraw from the contract should remediation or delivery of a replacement be unsuccessful twice shall remain unaffected. There shall be no right to withdraw in the case of minor defects.
6. Should the customer be a consumer, then statutory guarantee regulations shall apply to their full extent.
7. Guarantee claims resulting from material defects shall, with the exception of claims for damages, expire after two years or after one year if no consumer is involved in the transaction. Where products are sold on a data carrier, the period of limitation shall commence upon delivery of the contractual software; in the case of sale by download from the Internet upon notification and activation of the access data for the download area.

Art. 10 Liability

The customer is aware of the fact that, due to the complexity of software programmes, errors cannot be ruled out with absolute certainty. StatSoft shall thus only be liable outside of the guarantee according to the following stipulations:

1. If the customer cannot use the software in the way intended by the contract due to the fault of StatSoft resulting from non- or incorrect execution of proposals and advice either prior to or following conclusion of the contract or from breach of other secondary contractual duties – in particular instructions for operating and servicing the delivery item – then the guarantee provisions stated in Art. 9 and in the following Art. 10 No. 2 shall apply to the exclusion of further claims on the part of the customer.
2. StatSoft shall only be liable for damages not arising to the delivered item itself – for whatever legal grounds – in the case of
 - a) Intent;
 - b) Gross negligence on the part of the owner/company organs or company executives;
 - c) Culpable injury to life, body and health;
 - d) Defects and other circumstance which it maliciously concealed; or
 - e) Defects whose absence it guaranteed or insofar as it has given a guarantee for the features or any other guarantee.
3. In the event of a culpable breach of fundamental contractual obligations StatSoft shall also be liable for gross negligence of non-managerial employees and slight negligence, in the latter case limited to reasonably foreseeable, typical contract damages, this limited to double the remuneration owing from the contract in question for all damages resulting from this contract and all damages to be paid in accordance with this regulation.
4. Liability for data loss shall be limited to the typical recovery expenses which would have been incurred if regular back-ups in line with the risk had been made.
5. Further claims, in particular liability irrespective of any fault, shall be excluded.
6. StatSoft shall retain the right to plead contributory negligence.
7. Liability according to the German Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.
8. Limitation
 - a) All liability claims by the customer shall be subject to a period of limitation of twelve months, starting from the point in time at which the customer becomes aware of circumstances on which the claim is based or should have become aware without gross negligence. The limitation shall take effect at the latest upon expiry of the maximum periods specified in Art. 199 BGB.
 - b) The statutory deadlines shall apply for all claims in cases covered by Items 2.a)-e).
9. The burden of proof for a fault by StatSoft shall be borne by the customer.

Art. 11 Customer’s duty to cooperate, Audit right

1. The customer has checked whether the software specification meets his wishes and requirements prior to concluding the contract. He is familiar with the key functional features and conditions of the software.
2. The customer shall be obliged to immediately (8 working days) check the software including the operating instructions after delivery. Defects which are ascertained, or could be ascertained, during this process must be notified to StatSoft in writing within a further 8 working days. The notice of defects must include a detailed, comprehensible description of the defects.
3. Defects which were not ascertainable within the scope of the above mentioned immediate inspection must be notified to StatSoft within 8 working days of their discovery in compliance with the notification requirements specified in No. 1 above.
4. In the event of a breach of the inspection and notification obligations, the goods shall be deemed to have been accepted in relation to the relevant defect.
5. Insofar as it is useful for performance of the contract, the customer shall support StatSoft in executing the contract free of charge by, for example, making staff; working areas; hardware; operating systems and basic software; data and telecommunications facilities as well as also service lines available. He shall grant StatSoft access directly or by means of data transmission to hard- and software and shall ensure the necessary technical surrounding conditions.
6. The customer shall take adequate measures for the event that the contractual objects do not operate correctly either in whole or in part, e.g. through regular back-ups; fault diagnosis; regular inspection of results; uninterrupted power supply; documentation of data back-ups; journaling; particular occurrences, in particular for virus protection as per the state of the art; etc.
7. The customer shall carry out a back-up immediately before StatSoft begins any work on the customer’s IT system which is required to perform the service. StatSoft shall inform the customer of such work in good time.
8. The customer shall undertake to use only suitable employees to use the delivered software and to record use of the software and any incidents which may occur in a suitable manner.
9. Should the customer fail to meet his supporting obligations to cooperate, StatSoft will be released from its performance obligation. Should, however, StatSoft still provide services, it will invoice the customer for these expenses.
10. The customer knows that he must make every effort to support StatSoft’s work. He is aware that the performance of services by StatSoft can lead to temporary disturbances in operational procedures.
11. The customer shall be obliged to enable StatSoft or the software manufacturer of the contractual object to check, at their request, that the contractual software is being used in an orderly manner, in particular to ascertain whether the customer is using the programme within the qualitative and quantitative scope of the licence which he has purchased. The customer shall, to this end, provide StatSoft or the software manufacturer of the contractual object with information; allow them to inspect the relevant documents and facilitate an inspection by StatSoft or the software manufacturer of the contractual object of the hardware and software environment in use or such an inspection by an auditing company appointed by StatSoft or the software manufacturer of the contractual object which is acceptable to the customer. StatSoft or the software manufacturer of the contractual object may carry out the inspection on the customer’s premises during the latter’s regular hours of business or by third parties obliged to maintain confidentiality. StatSoft or the software manufacturer of the contractual object shall take care that the customer’s business operations are disrupted as little as possible by their activities there. Should the inspection find that the number of purchased licences has been exceeded by more than 5 % (five per cent) or that there has been other use which is not in accordance with the contract, then the customer will bear the costs of the inspection; the costs will otherwise be borne by StatSoft or the software manufacturer of the contractual object.

Art. 12 Title retention

1. StatSoft shall retain title to the software delivered to the customer until full payment of all claims arising from this contractual relationship which exist at the time of the delivery or arise later; in the case of payment by cheque or bill of exchange until these documents have been cashed.
2. In the event of culpable default of payment by the customer or in the event of a serious breach of the duty to cooperate, the assertion of the retention of title by StatSoft shall not be considered as a withdrawal from the contract unless StatSoft explicitly informs the customer of this.
3. In the event of assertion of the retention of title by StatSoft, the customer shall forfeit his right to use the software. All programme copies made by the customer must be deleted.

Art. 13 Written form

All agreements which include an amendment, supplement or more precise definition of these contractual provisions as well as also any special guarantees and arrangements must be set down in writing to be valid. Any declarations made by representatives or vicarious agents of StatSoft shall only be binding if StatSoft provides its corresponding written consent.

Art. 14 Confirmation of notification and acknowledgement

The customer is aware of the use of these GTCB on the part of StatSoft. He has had the possibility to take note of their content in a reasonable manner.

Art. 15 Place of performance

The place of performance shall be StatSoft headquarters (Hamburg).

Art. 16 Place of jurisdiction

Insofar as the customer is a businessman as defined by the German Commercial Code; a legal entity under public law or a special fund under public law, the headquarters of StatSoft (Hamburg) shall be agreed as the place of jurisdiction for all disputes arising within the scope of this contractual relationship.

Art. 17 Choice of law

The parties shall agree that all legal relationships arising from this contractual relationship shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the Sale of International Goods. Should the customer placing the order be a consumer and his habitual place of residence at the time he placed the order be outside of Germany, then the application of mandatory rules of law in that country shall remain unaffected by the law chosen in Sentence 1 above.

Art. 18 Settlement of disputes

Statsoft is ready to participate in an dispute resolution of the Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V. in 77694 Kehl am Rhein, Straßburger Straße 8, Tel. 07851 / 795 79 40, www.verbraucher-schlichter.de.

Art. 19 Conflict with other terms and conditions of business

1. StatSoft's General Terms and Conditions of Business (GTCB) shall apply to all deliveries and services which StatSoft provides to the customer. The GTCB shall apply exclusively. Amendments or side agreements must be set down in writing to be effective. The terms and conditions of business of StatSoft's supplier shall not apply with regard to the customer's relationship with StatSoft.
2. Insofar as the customer also uses GTCB, then the contract shall also be concluded without the explicit integration of the General Terms and Conditions of Business. Insofar as the different GTCB correspond in terms of content, then they shall be deemed to have been agreed. Conflicting individual regulations shall be replaced by the statutory provisions. The same shall apply should the customer's terms and conditions contain regulations which are not included within the scope of these GTCB. Should these GTCB contain regulations which are not included in the customer's terms and conditions, then these GTCB shall apply.
3. Even if no explicit reference is made again to these GTCB when further contracts are concluded, the relevant valid version of StatSoft GTCB shall apply for commercial transactions unless the contracting partners agree otherwise in writing.

Art. 20 Severability clause

The validity of one or more provisions of this contract shall not affect the validity of the rest of the contract. In the event of such a regulation, the invalid provision shall be replaced by one which comes closest to the economic sense and purpose of the invalid provision.

The same shall apply should a loophole in the contract require regulation.

Special provisions for software with annual terms

1. The aforementioned GTCB shall also apply to the purchase of software with terms which are limited to one year insofar as no deviating regulations are explicitly made in the following provisions.
2. The customer is purchasing the software with a simple right of usage which is limited to one year. He has been explicitly informed by StatSoft about the time restriction on the right of usage.
3. Further rights to which the customer is entitled under the terms of the usage contract are:
 - a) Free provision of the relevant current programme versions of the software supplied.
 - b) Free support by e-mail or fax to answer questions regarding installation and basic operation of the software during normal working hours.
4. A separate usage fee must be paid to StatSoft for usage. The usage fee for the first year is included in the introductory price of the software. The usage contract shall automatically be extended by one year if it is not terminated in writing three months before expiry of the usage year or, where longer periods of use have been agreed, three months before expiry of the periods of use.
5. The customer shall only be entitled to the right of use when the usage fee has been paid in full to StatSoft without deductions. After payment has been received StatSoft shall make the relevant key code with which the software can be activated for use for the following year available to the customer.
6. The right of use shall be restricted to the contractually fixed number of users. The metering software included in the software, which prevents an overuse, may not be bypassed or cancelled (see also Art. 6 No. 3).

Special provisions for software training

1. Insofar as no deviating regulations are made in the following provisions, the aforementioned GTCB shall also apply for contractual agreements made by StatSoft with customers as regards software training. Should one of the following special term and conditions be invalid, then it shall initially be replaced by a possibly existing

regulation from the GTCB. Should such a regulation not exist or likewise be invalid, the statutory regulation shall replace it.

2. The training courses shall be organized by qualified personnel in such a way that a participant displaying an average level of awareness is able to achieve the training objective. Success is not guaranteed.
3. Travel costs shall not be borne by StatSoft. Accommodation for the training course participants shall not be included in the training fees, unless explicitly agreed in writing between StatSoft and the customer in an exceptional case. The same applies to board (food and drink).
4. If a training course is cancelled, alternative dates shall be suggested by StatSoft to repeat this training course and agreed with the customer. If the training course takes place on StatSoft premises and the cancellation is due to a reason which StatSoft caused culpably or grossly negligently, then StatSoft shall, at most, be liable for the travel expenses incurred by the customer. Costs for accommodation and possible loss of working hours by the customer's staff shall not be borne by StatSoft. The customer shall be obliged to minimize the damage. The amount of damages shall be limited to, at most, double the remuneration due from the contract in question.
5. Course documents, insofar as they are made available by StatSoft, shall only be provided to the participants for their own personal use. Copyright belongs to StatSoft or StatSoft is entitled to its own right of use concerning the use and handing on of the documents within the scope of the training course. Duplication, even in part, shall not be permitted.
6. Insofar as participants are provided with computers for learning and practice purposes, the participants shall not be permitted to use data carriers on the computers which have not been approved by StatSoft for the training course. The participants and the customer shall be liable to StatSoft without limitation for all damages and consequential damages caused by an external data carrier.
7. The participants shall also not be permitted to download, copy or store on other data carriers data from the computers made available to them by StatSoft. In addition to the data on the individual computers, this shall also apply to data from publicly accessible sources (Internet etc.) which can be downloaded via the computer. The participants and the customer shall be liable to StatSoft without limitation for all damages and consequential damages caused by contravention of this, also with regard to claims asserted against StatSoft by third parties.

Special provisions for consulting and programming

1. Insofar as no deviating regulations are made in the following provisions, the aforementioned GTCB shall also apply for StatSoft services for customers in the field of consulting and programming. Should one of the following special term and conditions be invalid, then it shall initially be replaced by a possibly existing regulation from the GTCB. Should such a regulation not exist or likewise be invalid, the statutory regulation shall replace it.
 2. Consulting shall comprise all consulting, supporting and accompanying activities by StatSoft for a customer in connection with the installation and use of the software sold by StatSoft. Programming shall include all programming and software adaptations performed by StatSoft staff to the StatSoft software or to external software.
 3. Consulting and programming services shall be carried out by StatSoft exclusively on the basis of specifications, information and data to be stipulated by the customer. Results and information on the basis of findings discovered through use of the software must be checked by the customer immediately as regards their practical relevance. Before absorbing the results of the software usage and the results from the data analysis into the customer's business process, the customer must carry out theoretical and practical tests as regards the effects.
 4. StatSoft shall accept no liability for the results of the software usage with regard to use and correctness insofar as the specifications, information and data stipulated by the customer were adopted by StatSoft. The customer shall not be entitled to any guarantee claims if he himself has modified the software or had it modified by a third party.
 5. Should defects in the result of the software usage occur due to faulty consulting or programming services on the part of StatSoft, then StatSoft shall have the right to repeat the service.
- StatSoft shall accept no liability or guarantee with regard to specific results of its consulting or programming.

6. Should it not be possible to use the software or its application results in accordance with the contract due to a fault on the part of StatSoft before or after the contract has been concluded and caused by omissions or incorrect execution of consulting services, in particular suggestions and consultations; programming services or through a breach of other contractual ancillary obligations, in particular operating the software, then the following liability regulations shall apply to the exclusion of further claims by the customer:
 - a) StatSoft shall only be liable for damages not caused to the software itself – for whatever legal grounds – in the case of
 - Intent;

- Gross negligence on the part of the owner/company organs or company executives;
 - Culpable injury to life, body and health;
 - Defects and other circumstance which it maliciously concealed; or
 - Defects whose absence it guaranteed or insofar as it has given a guarantee for the features or any other guarantee.
- b) In the event of a culpable breach of fundamental contractual obligations StatSoft shall also be liable for gross negligence of non-managerial employees and slight negligence, in the latter case limited to reasonably foreseeable, typical contract damages.
- c) Further claims, in particular liability irrespective of any fault, shall be excluded.
- d) Liability according to the German Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

7. All guarantee claims by the customer shall be subject to a period of limitation of 12 months, starting at the end of the year in which the claim arose and the customer became aware of the circumstances justifying the claim or was able to acquire such knowledge without gross negligence. Claims shall expire after existing for three years, without consideration being paid to knowledge or grossly negligent lack of knowledge.

8. The statutory periods shall apply for all claims in all cases stated in Items 7 a)-d).

9. For the rest, all claims by the customer, for whatever legal grounds, shall expire 12 months after the customer has received the invoice.