

SOFTWARE USER LICENCE AGREEMENT

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The express terms of this Agreement are in lieu of all warranties, conditions, representations (other than fraudulent representations), undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

In no event shall Métier 2000 be liable to you for any loss (whether known, foreseeable or otherwise) of profit, indirect loss or damage or incidental or consequential loss or damages. Métier 2000's liability arising out of or in connection with this Agreement whether in contract, tort (including, without limitation, negligence) or otherwise shall in no circumstances exceed an amount equal to the price of the Métier 2000 product paid by you.

Nothing in this Agreement shall limit or exclude Métier 2000's liability to you for death or personal injury caused by its negligence or for the tort of deceit or arising as a result of Part I of the Consumer Protection Act 1987.

NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF A CONSUMER.

General: This Agreement constitutes the entire agreement between you and Métier 2000 with respect to the Software and supersedes any prior oral or written representations, agreements or understandings with respect to the Software. Neither party shall have any remedy in respect of any statement made to it upon which it relied in entering into this Agreement (unless such statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided for in this Agreement.

If at any time any part of this Agreement is found by a court of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect under the law of any jurisdiction that fact shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

The failure or delay of Métier 2000 in exercising any right, power or remedy under this Agreement shall not in any circumstance operate as a waiver of such right, power or remedy.

No variation to this Agreement shall be effective unless in writing and signed by an authorised representative of Métier 2000.

Third Party Beneficiary: The provisions of this Agreement, in so far as it relates to Métier 2000's third party suppliers, are directly enforceable by Métier 2000's third party suppliers.

Law: This Agreement shall be governed and interpreted in accordance with German Law. All disputes between the parties which may arise from this Agreement will be settled before a competent Freising / Munich, Germany court of law. Métier 2000 shall have, however, the sole right to waive this Section and to enforce this Agreement under the local law and/or jurisdiction of the user.