§1 Scope

Solely the following General Terms and Conditions of Business as stated in the version that is valid at the time of use apply to the business relationship, between Solution for All Markus Müller (hereinafter referred to as Supplier) and the Customer, which is entered into online on the basis of the internet services of Solution for All Markus Müller. The Supplier does not accept the Customer's conditions to the contrary unless the Supplier had expressly approved their validity in writing.

§2 Customer's utilisation rights

2.1 As part of the utilisation contract, the Customer is granted the basic right, limited to the term of contract, to solely the internet services for its personal usage. A usage as public general guidance, with commercial intent (e.g. drive design for third-products for reselling) or commercial use without additional contract is prohibited.

2.2 The resale of the internet services by the Customer is expressly prohibited.

2.3 The Supplier is entitled to take technical precautions that prevent use that extends above and beyond the scope permitted as per agreement, in particular installing access blocks. If indications suggest use that considerably exceeds customary use or unlawful use of the content, the Supplier shall be entitled to review the use and where applicable block access to the content and terminate the service without notice.

2.4 Calling the calculation module, any database direcly on the server or automated calculations are considered as unlawful misuse of the content.

§3 Customer's access and obligations

3.1 The Customer's access may be password-protected as part of the internet.

3.2 The Customer may not forward access data. The Customer is personally responsible for preventing the forwarding of such information. If the Customer is a company, it shall state an employee (m/f) who is responsible for preventing the forwarding of such password information.

3.3 The Customer undertakes to keep the access data, in particular the password, secret and not to make them available to third parties. If the Customer becomes aware of misuse of the access data or the password, it is to inform the Supplier without delay. In the case of misuse the Supplier shall be entitled to block access to the internet service. The Customer shall be liable for misuse that is the Customer's responsibility.

§4 Prices

4.1 The prices in respect of the internet service are based on the paid membership that is valid upon registration. Prices are subject to change and may be amended at any time.

4.2 Customers outside Switzerland: VAT reverse charge procedure applies.

§5 Warranty

5.1 The Supplier shall apply the care that is normally expected of the Supplier in respect of selecting and maintaining the data.

5.2 The availability of the internet services may temporarily be restricted for technical reasons, for example due to necessary maintenance work, or may temporarily be unavailable. The Customer may not derive claims for damages against the Supplier as a result of such down times.

5.3 The Supplier shall, without delay, rectify defects in respect of the internet services following a written and coherent description of the error by the Customer. The Customer may not derive claims for damages against the Supplier as a result of such defects.

5.4 The functionality of eCalc may change any time without notice.

§6 Conditions of payment

Forehand online Payment is required.

§7 Liability

All values are calculated and based on a calculation modell. Therefore all values may deviate from the real. The customer has to recheck the actual maximum values. They must stay within the manufacturers component specifications.

The Supplier does not accept any liability for the content, values or use of the internet services or resulting damage of any kind.

Use of the web service is on the customers own risk - The Supplier rejects any liability.

§8 Term of contract and termination

8.1 The contract for the conditions of use is valid to end of the membership period (1, 3, 6, 12 month). The contract shall not be extended automatically. After expiration of the membership a new one has to be requested online.

8.2 The Supplier reserves the right to suspend the internet service at any time for operational or other reasons without further notice. In such a case the Customer has no right for refund.

§ 9 Author's rights & copyright

9.1 All source codes, data, texts, pictures and graphs and their arrangements are subject to copyright and are the intellectual property of Solution for All Markus Müller. They may neither be copied for forwarding nor used in an amended form or on other websites or servers or any kind of electronic device.

9.2 Some pages of www.s4a.ch also contain pictures that are subject to the copyright of the parties that provided such pictures (e.g. logos).

§10 Data protection, secrecy

10.1 The Customer is hereby informed that the Supplier shall store the utilisation data in machine-readable form and process them as part of the intended use set out in the contractual relationship. All utilisation data shall be treated in confidence.

10.2 The contracting parties undertake to treat in confidence the information from the other party's area of which they gain knowledge as part of executing the contract.

§11 General provisions

11.1 The Supplier's registered office (currently Tann-Dürnten, Switzerland), is deemed the place of performance and the place of jurisdiction for disputes resulting from this contract. The invalidity of individual provisions shall not affect the remaining validity of the contract or these General Terms and Conditions of Business.

11.2 Solely Swiss law by way of exclusion of legal norms that refer to a different legal system applies to legal disputes resulting from or in conjunction with this contract. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

11.3 Subsidiary agreements, amendments or supplementary information regarding this contract are subject to the written form in order to be deemed valid. This also applies to rescinding the written form requirement. The Customer's General Terms and Conditions of Business do not apply.

11.4 The Supplier reserves the right to amend these conditions of use without any notice. The conditions apply at time of usage of the service.

11.5 In the case of differences compared with the German original version (AGB), the German version of this document shall be deemed the master and obligatory.

Tann-Dürnten (Switzerland), July 1st., 2016