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- 3.3.1. In the event data processing equipment is replaced, the licensee must delete any software from the hard disk of the hardware used to date.
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### **3.4. Forwarding**

- 3.4.1. The software itself may not be forwarded or transferred to third parties by the licensee for profit-making purposes or other purposes; this may not be done either free of charge or in return for a fee, nor may it be done permanently or for a limited period of time either.

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- 4.2. Any additional claims by the licensee, in particular compensation claims by the licensee for lost profits or other financial losses, shall only exist to the extent of the provisions contained in this software license agreement regarding the liability of the licensor.

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- 5.3. The statute of limitations for claims for damages against the licensor shall be one year from discovery of the damage and the damaging party.
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- 5.5. The licensor shall not be liable in the event of any use of the software that is in breach of the contract.

## **6. Choice of law, place of jurisdiction, other**

- 6.1. It is hereby agreed that the place of performance shall be Ried im Innkreis and that the competent court located at 4910 Ried im Innkreis, Austria, shall have sole jurisdiction for all claims arising from the commercial relationship with Wintersteiger AG.
- 6.2. This contractual relationship or claims arising from or in conjunction with this contractual relationship shall be governed solely by material Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 6.3. The general sales and delivery terms of WINTERSTEIGER AG, as amended, shall apply. To view these terms, please click on [www.wintersteiger.com/agb](http://www.wintersteiger.com/agb)