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6.4 The customer shall assist the Cenon GmbH in locating a defect, for example by providing descriptions or data.

6.5 If a defect substantially restricts the use of the programs, Cenon shall provide a workaround, if needed, so that the defect is not substantial any longer.

6.6 The warranty period is twelve (12) months, if used appropriately. In exceptional cases (like intend and gross negligence by the Cenon GmbH) the warranty period is 24 months. Warranty starts at the time of delivery.

7. LIMITED LIABILITY

7.1 In no event shall Cenon or suppliers of Cenon be liable for any damages (including, but not limited to loss of profit, or loss of data, or business interruption, or other pecuniary loss), that result from the use of this product or the inability to use this product, even if Cenon has been informed of the possibility of such damage.

7.2 Cenon is not liable for damages that could have been prevented by reasonable measures, particularly program and data backups and sufficient product training for the user.

7.3 In any event, the liability of Cenon is limited to the purchase price actually paid for the product.

7.4 This exclusion does not apply to damage caused through intent or gross negligence on the part of Cenon. Also unaffected remain claims which are based on inalienable statutory provisions of product liability.

8. TERMINATION

8.1 Without prejudice to any other rights, Cenon may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event, you must destroy all copies of the Cenon software and all of its component parts, and Cenon may suspend or deactivate your access to the Cenon support website and services with or without notice.

9. GENERAL PROVISIONS

- 9.1 In addition, the General Business Conditions of the Cenon GmbH shall apply.
- 9.2 Choice of Law. This Agreement shall be governed by the laws of the City of Tübingen, Germany, without reference to its conflict of laws provisions. In the event of a legal dispute, you hereby irrevocably accept the personal jurisdiction of the state or federal courts of Germany.
- 9.3 There are no supplementary oral agreements to this contract. Supplements and amendments of this Agreement must be made in writing; a waiver of the requirement of the written form must also be made in writing.
- 9.4 Export Compliance. You hereby (1) assure Cenon that you shall adhere to the Export laws and regulations of the European Union (EU) and shall not export, reexport, or release the Cenon software or the direct product of the Cenon software to any European embargoed countries, and (2) agree that this assurance will be honored even after expiration of this Agreement. You acknowledge that you are familiar with European export policy and regulations and undertake to be and remain in full compliance with such policy and regulations. You also agree that you will not use the Cenon Software for any purposes prohibited by EU law.

 9.5 Severability. Should any term of this Agreement be declared void or
- 9.5 Severability. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
- 9.6 Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by the party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 9.7 Section Headings. Section headings contained herein are for information purposes only and are of no independent legal force or effect.