



CELUM MARKETPLACE

TERMS & CONDITIONS

Valid from: November 2017

- a. These Terms and Conditions shall complement the [CELUM Terms and Conditions](#) which are still applicable and govern Partner Modules of CELUM Marketplace ("Marketplace"). Modules are any third-party products from CELUM Partners ("Partners") shown on the Marketplace.
- b. By providing the Modules on the CELUM Marketplace, CELUM is no party of the contract between Partner and End Customer, but concludes the contract in the name of and on behalf of Partner. CELUM only provides the Marketplace as a platform. THESE MODULES ARE NO CELUM PRODUCTS AND CELUM DO NOT WARRANT PRODUCTS. ANY PURCHASE AND USE OF A MODULE IS SOLELY BETWEEN END CUSTOMER AND THE APPLICABLE PARTNER. The Partner shall solely be responsible for contents, warranties and all other claims. Any liability or warranty of CELUM regarding any Modules is explicitly excluded.
- c. By entering this Agreement on behalf of a company or other legal entity, End Customer represent to have the authority to bind such entity and any of its affiliates to these terms and conditions.
- d. CELUM will make the Modules available to End Customer and therefore share any relevant information with applicable Partner. Please review [CELUMs Privacy Policy](#) for more information on how CELUM collect and use data relating to the use and performance of websites and products.
- e. The Partner guarantees that the Module, used unchanged and exclusively for agreed purposes, is able to fulfil the agreed functionalities at the time of handover. In the event of not agreed or unusual use, any warranty and liability of the Partner shall be excluded.



- f. The Partner shall be liable for damage insofar as intent or gross negligence can be proven. However, in the event of gross negligence liability is limited to the amount of the agreed remuneration, to the extent permitted by law. The liability for slight negligence shall be excluded. Compensation for consequential damage and financial loss, not realized savings, loss of interest, and damage arising from third-party claims against the End Customer shall in every case be excluded, to the extent permitted by law.
- g. The reversal of the burden of proof, i.e. the obligation of the Partner to prove his innocence in respect of a defect in accordance with § 924 ABGB (Austrian Civil Code) is excluded; the End Customer is obliged to provide proof of the defect.
- h. In the event that a remedy of the defect is not possible within a reasonable time, the End Customer is entitled to require a price reduction or, in the case of essential defects, to withdraw from the contract after having granted an adequate period of grace. A liability for defects that occur later than 12 months after handover or are reported too late will be rejected. Possible damage shall be notified in writing within 10 workdays from occurrence (such rights otherwise to lapse). The damages have to be documented sufficiently by the End Customer.
- i. The Partner's warranty duty without active maintenance contract shall be 12 months as of the end of maintenance contract. A warranty beyond this period of time shall not take place, even if possible defects will only become evident later. For clarity purposes it is expressly agreed that warranty will be granted only to effective End Customers (only after purchase / licensing / subscription of the Module) and no potential customer will benefit from any form of warranty from the Partner.
- j. CELUM and Partners reserve all their rights, title and interest in and to any and all Modules, Services and Content, including all related intellectual property rights. No rights are granted to End Customer other than expressly set forth herein or expressly granted under the relevant offer for the Module purchase.
- k. Fees have to be paid as specified in CELUMs offer for the Module purchase.



- I. End Customer is not entitled to withhold payment because of incomplete delivery, guarantee or warranty claims, or any other complaints.

- m. End Customer shall take all necessary precautions to ensure the proper contractual use of the Modules to prevent unauthorised access and reproduction beyond the agreed scope, as well as any abuse and breach of this or any other applicable agreement.