Termes et Conditions

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- Hereinafter provider -

§ 1 Scope
(1) The services offered by the provider for all software and products on www.hantrainerpro.de and www.hantrainerpro.com are subject to the following terms and conditions at the time of order.
(2) Our general terms and conditions apply exclusively. Deviating from our Terms and Conditions Terms and Conditions of the customer shall not be valid unless their validity is expressly agreed .

§ 2 Conclusion of contract
(1) Our offers on the Internet represent a non-binding invitation for the customer to sign a contract . By sending the order on our website , the customer makes a binding offer to conclude a contract .
(2) We can accept this offer within five working days by sending a confirmation of acceptance by e -mail , by delivery of the goods or by providing the download data. After expiry of the period the offer is rejected. If the customer orders via the Internet, the provider will confirm receipt of orders immediately via e-mail.

§ 3 Payment, delay
(1) The valid prices are those that are listed on our website at the time the order. According to § 19 UStG (= "Umsatzsteuergesetz" = Value Added Tax Act in German law), prices are without VAT and plus shipping costs.
(2) The payment of the purchase price by bank transfer / advance, PayPal and cash on delivery within Germany .
(3) If the customer is in default of payment , we are entitled to charge default interest in the amount of 5 percentage points above the base rate of the European Central Bank. In the event that we make a higher default damages, the customer has the opportunity to demonstrate that the alleged damages caused by delay is not incurred in or at least much lower height.

§ 4 Reservation / Transfer of Rights
(1) We shall retain title to the delivered goods until full payment of the purchase price.
(2) The transfer of rights is subject to the full payment of the agreed remuneration .

§ 5 Delivery and Downloads
(1) Inside Germany, delivery will be performed within 5 working days from receipt of order, in the case of payment by bank transfer / payment within 5 business days after receipt of payment. Any other delivery times will be indicated clearly on the respective product pages. The beginning of the stated delivery time assumes the timely and proper fulfillment of the obligations of the clients, especially the correct specification of the delivery address in the order.
(2) If case of delivery via online download, the access to the software will be provided as a download link after payment has been received. Downloadable products are marked accordingly. The customer is responsible for the correct specification of the necessary download links for the transmission of the e- mail address.
(3) Properly saving the access codes and installation files is the responsibility of the customer. The credentials are confidential. The disclosure of the access and / or installation files to third parties is not permitted.

§ 6 Default of acceptance

(1) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damages incurred thereby, including any additional expenses. Further claims are reserved.

(2) During the delay, interest on the purchase price applies. The interest rate per annum is five percentage points above the base rate. In legal transactions between businesses, the interest rate is eight percentage points above the base rate.

(3) It is in the customer's responsibility to prove that the requested amount is not created or at least much lower. The risk of accidental loss or accidental deterioration of the goods passes to the buyer at the time in which it is in acceptance or debtor's delay .

§ 7 Warranty

(1) In case of a defect, the customer may choose of whether this defect shall be mended via repair or replacement. We may, however, refuse the type of remedy chosen by the customer if causes disproportionate costs and if the other type of remedy has no significant disadvantages for the customer.

(2) If the provider is unsuccessful in mending the defect, or refuses to mend the defect, the customer can request or rescind the contract (reduction) to either a reduction of the purchase price . Any damage claims of the customer shall remain unaffected.

(3) The provider shall not be liable to ensure that the program functions meet the specific requirements of customers or work with specific components in the configuration of the client. This does not apply if a corresponding functionality or compatibility is assured.

§ 8 End User License Agreement

(1) The licence to use the contractual software is governed by the specifications shown on the website at the time when the contract is or was made.

(2) If no other specific license terms apply, a simple, non -transferable license is purchased as a single license to use the software. This includes permission to store copies of purchased software on ONE computer or reading device and to use it for their own purposes. It does not allow to change the files or parts thereof, or to edit and make them available to third parties outside the limits of copyright law.

(3) Any reseller licenses are to be agreed separately in written form and are not covered by these regulations. Any ommercial resale is expressly prohibited without the written consent of the provider.

(4) Free demo versions can be used for learning free of charge and can also be distributed to third parties free of charge. These demo versions are clearly marked as such by the text "Demo" or "Demo Edition". It is forbidden to change or edit the files or parts thereof. The commercial resale is expressly prohibited without the written consent of the provider.

§ 9 cost of returning with revocation

You have to bear the cost of return if the delivered goods ordered and if the price of the returned goods does not exceed an amount of € 40.00 , or if you are not at a higher price the thing at the time of the revocation yet have paid the consideration or a contractually agreed part payment.

Otherwise the return is free for you.

§ 10 Limitation of Liability

(1) In the case of slightly negligent breach of duty of the provider , the liability of the supplier and our vicarious agents is limited to the predictable nature of the goods , typical, direct average damage . For slightly negligent breaches of duty of non-essential contractual obligations, which breach the performance of the contract is not jeopardized, we are not liable as well as our agents.

(2) The provider is not liable for the functionality of the phone lines of the clients to the server , in case of power outages or failures of servers that are not within the control of the provider.

(3) The above limitations do not apply to claims arising from product liability or warranty claims as well as

due to body and health , and loss of your life.

§ 11 Data Protection
We treat your personal data confidentially and in accordance with the statutory data protection regulations. A transfer of your data without your express consent is not or only in the context of the necessary execution of the contract , as to the persons entrusted with the delivery of the goods companies.

§ 12 Applicable law and jurisdiction
(1) The Law of the Federal Republic of Germany is applicable under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), if this choice does not mean that a consumer is thereby deprived of mandatory consumer protection standards.
(2) If the parties of the contract are businessmen, the court in Munich (where our company is located) has jurisdiction, unless a different sole place of jurisdiction is established by law. This also applies if the customer does not reside within the European Union.

§ 13 Final provisions
If any provision of this agreement is invalid or unenforceable, the remaining provisions of this agreement shall remain unaffected.

(Fin des Termes et Conditions)