General Terms and Conditions of ENAiKOON GmbH (GTC)

1. General provisions

a. These GTC apply to all contracts between ENAiKOON GmbH (hereinafter referred to as “ENAiKOON”) and their contractual partners (hereinafter referred to as “customers”), particularly those regarding the purchase of hardware and software, the purchase of the ENAiKOON monitoring system, the monitoring system modules and the ENAiKOON monitoring system, ENAiKOON data-forwarder, ENAiKOON GPS-enabled, ENAiKOON MP-route, ENAiKOON OSM-route, ENAiKOON can-66, ENAiKOON driver-id, ENAiKOON buddy-tracker, ENAiKOON v-locat-mobile and ENAiKOON rfid-tracker, as well as other applications set up on the ENAiKOON M2M server.

b. Contracts are concluded solely on the basis of the following conditions. The customer accepts these conditions when placing an order, registering on the Internet or accepting delivery, even if they conflict with their own General Terms and Conditions in part or in full.

c. A contract with ENAiKOON cannot be formed until confirmed by ENAiKOON in writing.

d. Termination of or withdrawal from a contract must be effected in writing or by fax to have legal force.

2. Scope of contract

a. ENAiKOON provides the following services – depending on the scope of the contract:

(1) ENAiKOON data-forwarder, ENAiKOON GPS-enabled, ENAiKOON MP-route, ENAiKOON OSM-route, ENAiKOON can-66, ENAiKOON driver-id, ENAiKOON buddy-tracker, ENAiKOON v-locat-mobile and ENAiKOON rfid-tracker, as well as other applications set up on the ENAiKOON M2M server.

These applications allow the customer to monitor its vehicles, locate its vehicles and print reports on the movement history of its vehicles.

(2) ENAiKOON đẩy

b. ENAiKOON will process the following data:

(1) The data that ENAiKOON can access or receive for a customer or receive from there. This allows data to be exchanged with other programs used by the customer (e.g. scheduling software or ERP software).

(2) ENAiKOON GPS-enabled

By receiving GPS correction signals, the so-called DGPS (Differential Global Positioning System) signals, can improve the precision of GPS positioning. ENAiKOON is using technology that allows correction signals to be received and the GPS positions received by the GPS-enabled devices used by the customer to be corrected.

(c) ENAiKOON M2M-access

With these applications, the customer can have the current and previous locations of its vehicles displayed on a map.

(6) ENAiKOON v-locat-mobile

This software, which is compatible with selected mobile telephones, shows the GPS position most recently transmitted by ENAiKOON to the ENAiKOON M2M data-forwarder, allows text messages to be received via GPS and status texts and messages to be transmitted between the ENAiKOON M2M and the telephones.

(7) ENAiKOON rfid-tracker

This software, which is compatible with selected RFID-capable mobile telephones, allows RFID-TAGs to be read and the data read to be transmitted to the ENAiKOON M2M data-forwarder via GPS.

b. ENAiKOON is not responsible for the transport or further processing of data. The customer will require one or several providers, as well as additional application software, for that purpose. Depending on how data/images are to be sent or processed, e.g. by SMS, MMS, e-mail or radio, third parties may be involved in the process. ENAiKOON accepts no responsibility for transport at this stage.

c. ENAiKOON grants the customer a non-exclusive, limited, in place to be the customer’s computer workstation and in time to the term of this contract, to the online use of software, including all necessary reproductions.

d. ENAiKOON does not obligate the customer to keep the software on its own server, but can use third parties to this end.

3. Liability

a. ENAiKOON’s liability is excluded unless otherwise agreed above.

(1) Exclusion from liability in accordance with clause 5 applies not to damage caused by the culpable breach of a cardinal contractual obligation in a way which could jeopardise the fulfilment of the contractual purpose.

b. ENAiKOON is entitled to change the Gene

5. Exemption from liability

Neither will exclusion from liability in accordance with point a apply in the case of damage arising from loss of life, physical injury or damage which is typical for the contract and that each contractual party ought to have foreseen due

6. Obligations of the customer, blocking of services or deliveries

ENAiKOON should be informed of defects within 14 calendar days of their discovery. It is for the customer to prove the date of discovery in the event of disputes. In the event of a breach of the duty to report, the customer is excluded from making warranty claims with respect to the defect in question.

7. Warranty claims

(1) In the event of defects, ENAiKOON may at its discretion remedy defects that are free of defects. In the event of the supply of a replacement, ENAiKOON will supply the customer with a replacement device of the same kind and quality as the device already supplied, which the customer can use instead of the defective device.

(2) If the customer requests a replacement, ENAiKOON is entitled to make against ENAiKOON to a customer or undertake to do so, it must inform ENAiKOON of this immediately in writing.

8. Right of offsetting

(1) The customer must check the good

9. Data protection

ENAiKOON hardware (ENAiKOON locate, ENAiKOON fleet, ENAiKOON rfid, ENAiKOON locmmy etc.) is intended solely for commercial use. They are registered as so-called b2b devices which are used solely for purposes of business (section 19 Paragraph 2 BDSG). The customer therefore undertakes neither to use the modules itself for private purposes nor to make them available to third parties for a private use for a fee or free of charge. The customer also undertakes not to sell the modules to employees or private third parties unless they prove that the modules will only be used for commercial purposes. If the customer breaches these obligations, it will be obligated to compensate ENAiKOON for any damage incurred as a result.

b. ENAiKOON hardware (ENAiKOON locate, ENAiKOON fleet, ENAiKOON rfid, ENAiKOON locmmy etc.) is intended solely for commercial use. They are registered as so-called b2b devices which are used solely for purposes of business (section 19 Paragraph 2 BDSG). The customer therefore undertakes neither to use the modules itself for private purposes nor to make them available to third parties for a private use for a fee or free of charge. The customer also undertakes not to sell the modules to employees or private third parties unless they prove that the modules will only be used for commercial purposes. If the customer breaches these obligations, it will be obligated to compensate ENAiKOON for any damage incurred as a result.

10. Changes to GTCs

ENAiKOON is entitled to change the General Terms and Conditions provided it notifies the user in writing at least six weeks in advance of the change taking effect. The customer may object to the change within four weeks from the date of notification; otherwise change will be considered ineffective. ENAiKOON must expressly draw attention to this in the notification.

11. Concluding provisions

a. All changes, amendments or the full or partial cancellation of the contract must be made in writing, including any change to or cancellation of the requirement for written form.

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ENAiKOON Hardware (ENAiKOON locate, ENAiKOON fleet, ENAiKOON rfid, ENAiKOON locmmy etc.) is intended solely for commercial use. They are registered as so-called b2b devices which are used solely for purposes of business (section 19 Paragraph 2 BDSG). The customer therefore undertakes neither to use the modules itself for private purposes nor to make them available to third parties for a private use for a fee or free of charge. The customer also undertakes not to sell the modules to employees or private third parties unless they prove that the modules will only be used for commercial purposes. If the customer breaches these obligations, it will be obligated to compensate ENAiKOON for any damage incurred as a result.

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