

1. Basic Information

Our offers, deliveries and services are subject of the following terms and conditions.

Contractor's acknowledgements referring to his own terms and conditions are hereby rejected and will not be recognized. Any terms and conditions of the customer is valid. The only exception is if MPD Datenrettung confirmed them in a written form.

2. Offer

Technical and creative deviations from the descriptions and information in brochures, catalogs, websites and written materials as well as design, construction and material changes in the course of technical progress stay reserved, without that through them any rights get derived against MPD Datenrettung.

3. Written form

All agreements require the written form.

4. Execution and service description

The analysis, diagnosis and the subsequent data recovery will be performed properly and carefully. The appropriate treatment in individual cases is left to our professional opinions. Results spite of prior expert examination in the diagnosis, only in the course of the recovery of the contract, as in the diagnosis is made impracticable, so we can withdraw from the contract. Unless the customer agrees to a possible amendment of the contract (see also paragraph 12).

5. Defects on the supplied data carrier

We don't accept any responsibility for damage caused by the nature of the data supplied carrier and which we can't recognize through a simple professional fabric inspection, unless is MPD Datenrettung fault. Furthermore, we don't assume liability for handling errors that we make due to incorrect or incomplete informations. The volume will be, if necessary, disassembled. We don't guarantee that the

disk after the data recovery is still usable. We are not specialized to repair data carrier. It is not recommended to continue to use the data carrier as you would risk a further loss of data.

6. Prices

All prices, cost estimates and scheduling commitments are not binding if unpredictable price changes have occurred by the third party or unforeseen extra work in services for data recovery. With a deviation of data recovered from the promised data recovery rate by 10% it will be not a reduction of the agreed price. At a higher deviation MPD Datenrettung may withdraw from the contract, unless the customer agrees to a possible amendment of the contract (see also paragraph 12).

7. Delivery Conditions

For delivery delays caused by our suppliers, we are not liable. With delivery of the media to the respective carrier, the risk passes to the customer. At the request of customers, we take without guarantee the organization of transport.

8. Terms of payment

The invoice recipient agrees that invoices are delivered electronically. A payment is effected when the requirement in the account of MPD Datenrettung has been irrevocably credited. Unauthorized deductions will be subsequently. The assignment or pledge of claims against MPD Datenrettung is excluded.

9. Right of distraint and retention of title

Until the final payment or irrevocable credit to the business account of MPD Datenrettung, newly of us created data remain owned by MPD Datenrettung. All rights to the data and their use are to MPD Datenrettung until final payment. Likewise MPD Datenrettung has until the final payment a lien on the disk.

10. Data Protection

The customer agrees that his data will be stored and processed in the framework of the business relationship. The processing of data, including its disclosure to the customer is in compliance with statutory regulations, in particular the provisions on data protection.

11. Warranty

The diagnosis is not a guarantee for the success of data recovery. MPD Datenrettung makes no warranty or tacitly including the warranties for the restoration of all data or parts. MPD Datenrettung gives no warranties in relation to the applicability, full functionality, or for whether all recovered by MPD Datenrettung data for the client to be useful, although the data after the data recovery seem to be 100% logical in order.

12. Liability

MPD Datenrettung accepts no liability for loss of data or profits, including insurance costs or other expenses, even if MPD Datenrettung or an authorized dealer or agent should have knowledge of the possible loss or damage. MPD Datenrettung is responsible for lost volume only up to the amount of material value of the volume. For having sent notebooks and housing of external hard drives, we assume no liability for transport damage. We recommend to let remove the hard drive by your dealer.

13. Cancellation / Partial Cancellation

Results despite prior expert examination in the diagnosis only in the course of data recovery that order, as stated in the diagnosis, is impracticable, so we can withdraw from the contract data recovery, unless the customer have a possible amendment of the order agrees. In case of withdrawal from the contract, the customer is only entitled to free return of the volume in the respective state.

14. Of fulfillment

Of fulfillment is our place of business.

15. Jurisdiction

For all present and future claims arising from the business relationship with merchants including change and check, the exclusive jurisdiction is our business domicil. The same place of jurisdiction applies if the customer has

no general jurisdiction in the country, moved to his domicile or habitual residence abroad or if his residence or habitual residence at the time the action is not known.

16. Applicable Law

The contractual relations between the parties are governed by Swiss law.

17. Severability Clause

If any provision of these Terms and Conditions should be void, invalid or contestable, the remaining provisions shall remain unaffected.