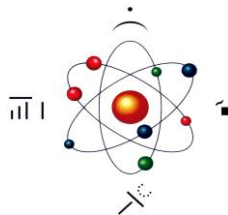


# ITALIAN INSTITUTE OF WARTEGG – ROME, ITALY

I.I.W.



ISTITUTO ITALIANO WARTEGG

## TERMS OF SALE CWS' SOFTWARES

The use of the CWS softwares created by the Italian Institute of Wartegg S.r.l. (hereinafter also "IIW" or "the Producer") is permitted to psychologists, psychiatrists, neuropsychiatrists, neuropsychologists, doctors specialized in Clinical Psychology, human resources counselors and operators, as well as public and private subjects' personnel falling within the above categories of users. Furthermore, being C.W.S. a completely new and innovative system, if the buyer has not yet had the opportunity to acquire a professional competence in the use of CWS, it is **HIGHLY RECOMMENDED** to participate in a specific CWS training (periodically organized by the IIW also as webinar).

### CAUTION!

To the aim of ensuring reliability and integrity of all IIW softwares, only the following **Operating Systems are admitted**: Windows XP Professional SP2 or Vista or 7 or 8 or 10.

**It is now possible to install all the IIW softwares also on MAC APPLE!!**

Thanks to the integration of the new apps of compatibility between Windows and Mac/Apple environments and throughout the development of specific modules of the IIW softwares, it is now possible to use all the CWS softwares also on PC MAC with O.S. macOS 10.13. High Sierra and following and MacBook Air Intel hardware 4 GB Ram.

Any other combination of Operating System/Application Software **may cause unpredictable effects**.

**Excluded**, because not supported or inadequate: Microsoft Windows 95, 98 & ME.

We preferably recommend the use of inkjet or laser printers.

### A) GENERAL TERMS OF SALE

#### A1) END-USER LICENSE

IIW sells to the End-User – who certifies to belong to the professional – categories above, - the user license denominated "Wartegg Test". The License allows the installation, use, access, execution or other operations of one copy of the licensed software on a single personal computer or computer workstation. Therefore, the use of the "Wartegg Test" on two or more computers requires the purchase of several end-user licenses equal to the number of workstations running the software.

The IIW, via an internet connection on an area dedicated to the download of the installation product, provides the User with the software enclosed with the user manual as well as the technical support described below (Terms and limits of technical support and definition of accidents).

Except for special offers or sales packages that the IIW could establish with third-party facilities, individual or collective folders and Wartegg forms must be requested separately at the time of the purchase order and are **not included** in the cost of the software.

The End-User may not:

- install, enter, display, execute, share or run the software at the same time on different personal computers, included terminals, workstations or other electronic digital equipments.
- copy the software, as well as the forms for the individual or collective administration.
- decode, decompile or disassemble the licensed software, use single parts of the software on more computers;
- lease or lend the licensed software.

#### A2) OWNERSHIP

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IIW owns all rights relating to the software programme denominated “Wartegg Test”, covered by copyright.

### **A3) OPERATIVE SYSTEM**

IIW sells to the end-user the license of the software “Wartegg Test”, but not the license of the required operating system (Windows) on which the “Wartegg Test” will be installed. This is deemed to be already licensed and installed on the End-User computer.

### **A4) COMMITMENTS BY THE END-USER**

The End-User undertakes to pay to IIW the price indicated in the Purchase Order (“First Purchase” or “Subsequent Purchases”), according to the type and quantity of products ordered, within 30 (thirty) days from the date of the invoice, under the terms therein indicated and to conform to the professional rules pertaining to the use of tests, to safeguard the confidentiality and privacy of persons under test, to prevent the use of IIW products by operators not qualified or not authorized to use and interpret the results generated by the programme “Wartegg Test” within a battery of tests.

### **A5) END-USER PROTECTION.**

The Producer agrees to remedy to a defective product by one of the following actions (at his sole discretion):

- (a) refund of money paid.
- (b) repair or replacement of software or hardware not covered by the above Warranty, provided that they are returned to the Producer with a copy of purchase invoice.

This Warranty does not apply where software or hardware failure is caused by accident, misuse or incorrect application. Each replacement software or hardware will be covered by warranty until the expiry of the original warranty and in any case for a period not shorter than 30 days.

### **A6) CUSTOMER'S DUTIES.**

The User is required to protect properly the safety and confidentiality of his Hardware and Software. Software must be properly used according to the operational specifications detailed in the user manual. The End-User must act in conformity with Copyright laws, the laws in force and the limits to the use of Software.

### **A7) EXCLUSION OF LIABILITY FOR INDIRECT DAMAGES.**

In no event the Producer or his suppliers will be liable for damages (including, without limitation, the damage to physical integrity as well as the loss, loss of profit, disruption of activity, loss of data or other financial losses) arising out of the use of this product, whether or not the Producer has been advised of the possibility of such loss. However, the liability of the Producer and his suppliers under this contract will be limited to an amount corresponding to the amount actually paid to Istituto Italiano Wartegg S.r.l. for the purchase of the software and/or the hardware.

### **A8) DECODING.**

The User may not convert, decode, decompile or disassemble the software.

## **B) ASSISTANCE**

### **B1) TERMS AND LIMITS OF ASSISTANCE BY THE IIW TECHNICAL SUPPORT.**

Software maintenance is carried out by the IIW Technical Support and is performed by sending a ticket by mail to: [assistenza.iw@gmail.com](mailto:assistenza.iw@gmail.com)

In the ticket, in addition to the reference data of the customer, must be described in detail the anomaly and the occurred technical problem.

The assistance does NOT include assistance on issues related to the use of the product but is strictly limited to computer problems of the product **excluding those relating to the operating system (Windows) and its configurations.**

Assistance is exclusively limited to computer issues of the product, excluding those related to the Operating System (Windows) and its configurations.

The IIW Technical Support respond to the ticket within 48 hours of its opening (sent email) and, in special cases, it may contact the Customer to any requests for further details.

On demand of the IIW Technical Support, the activation of the assistance remotely could be requested in case the issue was of particular importance and can not be managed by the customer.

### **B2) NON-ADMITTANCE OF CLAIMS FOR:**

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Contamination, corruption, loss of data of any kind following to:

- illegal use of IIWW hardware or software
- intrusion by external agents (ex. viruses, hoakes, Trojan horses, etc.);
- power interruptions;
- predicted or unpredicted events outside the control of Purchaser: hardware disruption, fire, theft, natural events,
- malfunctioning of the Operating System or the relevant software environment (runtime).

It is exclusively discretion of the Technical Support Service of IIWW to evaluate the relevance of the support calls by the User.

Should the Technical Support Service record a clear and wilful infringement of the terms of contract by the User (for example an effort to disassemble the software, to use it on more than a computer a time or to alter the correct running of the test administration counter ), not only will all legal actions be started to the liquidation of direct and indirect damages caused to IIWW by the User, but also any right of the User to ask for further assistance with the IIWW Technical Assistance Service will be immediately terminated.

### B3) EXTRAORDINARY ASSISTANCE

The Customer may request technical assistance for his extraordinary special needs making a request to IIW Technical Support via email indicating the reason for the request. The cost of the service is shown in the price list of the IIW.

The IIW could vary at its own discretion and without any prior notice the terms of service.

Extraordinary assistance includes:

requests regarding the movement of the application software, including the data already loaded, on a different hardware (PC) compared to the one where the product is installed and running.

- telephone assistance on the operational use of the product both in the installation phase and in the normal use phase of the various modules.
- any requests for changes with a character of individual personalization for the user.

The IIW has the right to evaluate the request and, if necessary, reject it. It is also possible for the IIW to change, at its own discretion and without any prior notice, the present conditions of assistance.

### C) HOW TO ORDER PRODUCTS FROM IIW S.r.l.

a) **AT THE FIRST PURCHASE**, the User must:

- Fill in the registration forms (registration form and end-user technical registration form, see below);
- Fill the order of purchase<sup>1</sup>;
- Email all to the IIW, via email or via ordinary mail.
- Make a payment by bank transfer:

DEUTSCHE BANK SpA - Via Isole del Capo Verde, 49-51 - 00121 Roma

Cc/b. 811-822267 - ABI 03104 - CAB 40322 – CIN D

IBAN: IT18D0310403221000000822267 - Codice BIC/SWIFT: DEUTITM1811

Payment can also be made via Pay Pal by sending the payment to: **iiw@wartegg.com**

N.B. By purchasing via PayPal, sales prices increase by 6%

In the bank transfer, the User will be responsible for specifying the reason for this by writing "Purchase of the software..... (using the code number of the price list) with number \_\_\_ elaborations."

b) **IF the customer has ALREADY PURCHASED THE SOFTWARE**, must:

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<sup>1</sup> Each order must be completed with: Email address where to send the ordered software; Name and email address and/or phone number of the contact person of the purchase made; Company name or name of the Customer for which an invoice will be issued; Address; VAT number or Fiscal Code (for Europe only); Any other destination of the material if different from the invoice header.

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- Send to the IIW by email the purchase order of the number of processing credits to be increased duly completed and signed.
- Make the payment as indicated in the previous point A4.

### **C1) SPECIAL CONDITIONS**

- No claims will be acceptable after 25 days from the consignment date of the product.
- During consignment, risk attached to the products sold lie with the purchaser.
- Prices include packaging and consignment costs;
- VAT as well as any present or future tax is paid by Purchaser, without prejudice to any exemption by law.

### **C2) PROTECTION OF PERSONAL DATA.**

With reference to art. 10 of Law 675/96: "Protection of individuals with regard to the processing of personal data", Users are informed that:

1. personal data supplied upon entering a contract will be filed in our offices and their use will be limited to processing and documenting within the scope of our business activity;
2. personal data of Purchaser are mandatory for the successful completion of invoice;
3. failure to provide such data prevents determines the impossibility to enter the contract;
4. personal data will remain within IIWW exclusively for the activities indicated at 1. above
5. the Purchaser enjoys the rights granted to him by art. 13 of Law 675/96.

### **C3) DELIVERY OF THE PRODUCT PURCHASED**

#### **C3.1) In case of purchase of Wartegg forms, folders, user manuals.**

Once received the order and verified the payment, the IIW provides to send to the address indicated by the Customer the material accompanied by an invoice.

Please note that in case of purchases of less than 100 units (in the case of the Wartegg modules and the boards for administration) or less than 10 (in the case of manuals and/or texts) shipping costs are charged to the Customer.

#### **C3.2) In case of purchase of the software.**

After receiving the payment, IIW Technical Support sends an email to the email address indicated by the Customer containing the web address from which it will be possible to download the software purchased and the relative user manual for the installation.

Once you have downloaded the material, follow the installation instructions in the manual. Once the software is installed, our Technical Support Assistance must be contacted. [iiw@gmail.com](mailto:iiw@gmail.com) to obtain the activation code of the purchased calculations.

**REGISTRATION FORM**

**To Istituto Italiano Wartegg S.r.l.  
Via F. Grenet, 77 Scala C/9  
00121 Roma**

The following data are required in order to register with the Istituto Italiano Wartegg S.r.l.,

Name: .....

Surname/Company .....

Nationality: ..... City.....

Address....., N..... Postal code. ....

Telephone:..... FAX:..... e-mail: .....

Degree: .....

Professional qualification: .....

Office: Address.....N..... Postal Code.....

City .....

Telephone: ..... FAX: .....

Date: \_\_\_ \_\_\_ \_\_\_ Signature .....

In order to certify the professional qualification to the use of the programme “Wartegg Test”, as provided by the General Terms of Sale, please enclose a copy of the following documents or, alternatively, the registration number with the relevant professional register.

I declare that I have read and accepted as reported in TERMS OF SALE

Date: \_\_\_ \_\_\_ \_\_\_ Signature.....

Legal warning note in compliance with Art. 10 of Law 675/96

I consent to the use of my personal data in accordance with Italian Law 675/96 regarding the safeguarding of all personal information, by IIW S.r.l exclusively for administrative and information purposes. I am informed about the rights to which I am entitled, including access to my data, and correction, integration and cancellation of the same.

I consent

No, I do not consent

Date: \_\_\_ \_\_\_ \_\_\_ Signature.....

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END-USER TECHNICAL REGISTRATION FORM

To be completed by the **Buyer**:

**A: OPERATING SYSTEM**

<b>MICROSOFT WINDOWS RELEASE: (1)</b>	
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**B: END-USER DATA**

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>COUNTRY:</b>	
<b>CITY':</b>	
<b>TAX CODE or VAT NUMBER:</b>	

**NOTES FOR THE COMPILATION OF THIS FORM**

Operating System data appear when clicking on the right button of the mouse on the icon "Computer Resources" and then clicking with the left button of the mouse on the item "properties":

- (1) what displays after the word 'System:' (two lines)
- (2) the first line displays after the words 'Licensed to:'
- (3) the second line displays after the words 'Licensed to'
- (4) the third line displays after the words 'Licensed to:'

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To be completed by **Istituto Italiano Wartegg**:

<b>SOFTWARE SERIAL NUMBER:</b>	
<b>LICENSED TO (name):</b>	
<b>LICENSED TO (company):</b>	
<b>NUMBER OF ADMINISTRATIONS:</b>	
<b>ACTIVATION KEY:</b>	
<b>ACTIVATION DATE</b>	
<b>EXPIRY DATE</b>	

**ITALIAN INSTITUTE OF WARTEGG – ROME, ITALY**

**GUIDELINE for the FIRST PURCHASE FORM**

Please indicate by the price list the code of the product/s

**To Istituto Italiano Wartegg S.r.l.  
Via F. Grenet, 77 Scala C/9  
00121 Roma**

Date,

Subject: Purchase Order IIW material.

Please wanting to go ahead with this first purchase of material of your Institute.  
To this end we provide the following data:

CUSTOMER' DATA to the aim of purchase													
Name, Surname													
Company Name													
Address													
City (*)								Code			State		
VAT code or Tax code													

Description of the purchase order	Code	Amount	Unit Price*
Total			

\* The prices are in Euros and are net of VAT (if requested).

Attached are duly completed and registration cards.

The submission of this order constitutes an unconditional acceptance of the General Conditions of Sale.

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**GUIDELINE for SUBSEQUENT PURCHASE FORM**

To Istituto Italiano Wartegg S.r.l.  
Via F. Grenet, 77 C/9  
00121 Roma, Italia

Date,

Subject: Purchase Order IIW material.

Please wanting to go ahead with this subsequent purchase of material of your Institute.  
To this end we provide the following data:

CUSTOMER' DATA to the aim of purchase												
Name, Surname												
Company Name												
Address												
City (*)							Code			State		
VAT code or Tax code												

Description of the purchase order	Code	Amount	Unit Price*
Total			

\* The prices are in Euros and are net of VAT (if requested).

Attached are duly completed and registration cards.

The submission of this order constitutes an unconditional acceptance of the General Conditions of Sale.