Response form for OilView linking

concerning remote monitoring of installed tank measuring devices.

Please send this form fax no. +49 - 4340 – 402529

Mobile communication SIM card \ device ID of the unit:	Mobil no. : _____ Device ID. : _____ (only in case of network devices) PIN : _____ (optional information) Provider : _____ contract [ ] or prepaid [ ]
Location of the unit (please note the complete address)	
Invoice recipient of the OilView charges: (please note the exact address)	
OilView user: User with regularly request: With receiving the password the user gets access for setting the alarm cycles, threshold values and the recipients of alert messages.	Name: Company: Fon: Email: (After registration the username and log-in password will be notified via e-mail)
Capacity and fluid in the tanks: (e.g. heating oil, diesel, FME, RME, AdBlue, gasoline)	Tank 1 : _____ liter, fluid : _____ Tank 2 : _____ liter, fluid : _____ Tank 3 : _____ liter, fluid : _____ Tank 4 : _____ liter, fluid : _____
Date of installation:	
Installation by: Installation company or name of installer:	

Commissioning:

I accept the terms of business and conditions for using OilView, specified on the next page. I hereby mandate the setup of the unit above into the OilView system. The annual charge (license fee) of
48, - EUR (excl. sales tax) must be paid respectively at the beginning of a new year of use.
SMS mobile charges are not included in the annual OilView charge. SMS charges will be additionally charged according to the number of transmitted SMS. These SMS are charged for alarm SMS to a mobile phone or for command SMS from OilView to the installed device as well as in similar cases.

Date and signature: _____

Company stamp:

OilView Terms of Business and Conditions

Software developer: **TECSON GmbH & Co KG · Wulfsfelder Weg 2a · D-24242 Felde**

1. The OilView System

TECSON is the developer and owner of the OilView software. OilView is a monitoring system for displaying levels and inventory of oil tanks or other containers in a browser by using the internet or Short Message Services (SMS). Therefore the measuring devices send the inventory and status data to the OilView system which stores the reported data in a database. The OilView user can recall the data from the system server www.oilview.de by using the internet browser after he has logged-in into his OilView system account.

2. User Relationship

TECSON provides the system database and the password-protected website www.oilview.de as well as the personal access data. After logging-in the user enters the costumer domain and can query the system data and the native evaluations.
The contract parties agree explicitly the access authorization of the user within the user interface. For gaining access to the data of his devices the customer gets no separate contract with an internet provider. TECSON has completed all necessary contracts for operating and service the database and the website www.oilview.de. The contract period is twelve months. The contract automatically extends for one more year if it is not canceled by letter or fax before ending of the current contract period. Notice of termination by email is excluded.

3. Compensation

The OilView user pays the annual license fee plus VAT for his rights and benefits specified in paragraph 2 above. Arising SMS communication charges are not included in this annual license fee. In case of increase in price TECSON has to inform the user in written form two months before. On demand TECSON has to explain the price increase in written form but is not obligated to disclose the detailed calculation. In addition the service user has an extraordinary right of contract termination within one month since receipt of the price increase.

4. Shortcomings and Liabilities

a. Shortcomings:

In case of detecting evident shortcomings the OilView customer has to notify TECSON promptly via a written notice or email. The OilView customers claim expires after two weeks after detecting the shortcoming, but not if case of TECSON deceitfulness. Particularly an evident shortcoming is given at faulty displaying or at faulty data reporting or at wrong status messaging. For shortcomings which were proven at conclusion of the agreement TECSON is liable only in case of TECSONs guiltiness. Incidentally the leasing laws with exclusion of the self-repair right referred to German Civil Code § 536 have to be applied correspondingly.

b. Liability:

Liability claims of the OilView customer for compensation of futile expenses comply with this arrangement. TECSON is unrestricted liable for harms in live, in body or in health relying on premeditated or careless breach of duty of TECSON or of a legitimated exponent or servant. On all other liability claims TECSON is liable boundlessly only in case of absence of specified quality or in case of deliberately carelessness of TECSON or an exponent or executive staff of TECSON. For the blame of other factors, servants and assignees TECSON is liable only in case of slight carelessness referring clause 4.b) section 4.
For slight carelessness TECSON is liable only in case of noncompliance to the major purpose of the commitment. Excluded are culpably caused petroleum purchases initiated by faulty data monitoring. In such case TECSON is liable only in case of gross violation of a cardinal obligation.
For liability corresponding to the law on product the liability remains unaffected.
Excluded is the liability on data transfer errors which occur before OilView received the data. TECSON is not liable on data loss caused by a data backup reading.

5. Final Provisions

The contracting parties agree about not to relay company secrets and confidential information or data of individuals or operations of the other party. Subsidiary agreements and contract supplements are only valid in written form. There are no verbal agreements. In case of contractual disputes only the law of the Federal Republic of Germany has to be used.

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