Evolute GmbH

Sonnbergstraße 101/8

2380 Perchtoldsdorf

Austria

To whom it may concern

Vienna, 2nd May 2016

EvoluteTools for Rhino – Plugin Suite Description

EvoluteTools for Rhino is an advanced geometry optimization tool for freeform surfaces with a user friendly interface. Established computational tools from Evolute's core software library as well as ground breaking technology from our cutting edge research results provide you with optimization functionality not offered by any other CAD system.

EvoluteTools has been applied in practice for numerous projects, please visit our website www.evolute.at for examples. Our support provides you with access to top-notch geometry consultants.

EvoluteTools D.LOFT

Single curved surfaces, also known as developable surfaces, are extremely important to modelling in various fields like marine design, architecture, product design, and art works. They help reduce manufacturing costs and tooling, yet no other software allowed designers to use them in a straightforward way with a high degree of precision and control. Things changed! EvoluteTools D.LOFT enables users to create developable surfaces between arbitrary 3d curves with a push of a button, hassle free. Includes a component for Grasshopper.

Benefits:

- Overcome the limitations of Rhino's built-in developable lofting.
- Create perfectly developable surfaces.
- Used and recommended by numerous naval architects and metalworking companies.

Further information: www.evolutetools.com/D.LOFT

EvoluteTools T.MAP

EvoluteTools T.MAP is a tool for computing parametrizations on any type of input surface. It supports surfaces, polysurfaces, and meshes as input. A parametrization is a continuous embedding of the surface in a two-dimensional space. To put it simple, T.MAP provides a clearly defined geography of the surface, which can then conveniently and easily be explored. There are numerous applications which are enabled based on a good parametrization. Currently T.MAP provides the following benefits to you:

Benefits:

- Re-meshing using pure quad or pure triangle meshes.
- Texture mapping of quadrangular or triangular patterns with minimum distortion.
- Design of smooth curve networks on freeform surfaces.
- User-guided alignment with curves or principal curvature directions.
- Combines perfectly with EvoluteTools PRO for fine-grained mesh optimization.

Further information: www.evolutetools.com/T.MAP

EvoluteTools PRO

Multi-resolution mesh modeling, global and local subdivision rules, mesh editing tools, mesh optimization for various goals (closeness, planarity, fairness, coplanarity, edge length repetition, ballpacking), specification of vertices as anchor/corner points, specification of optimization constraints (floor slabs, general co-planarity constraints, reference curves, fine grained fairing), closeness analysis, planarity analysis, edge length analysis, principal curvature and asymptotic line analysis, pattern mapping, NURBS fitting. Offers an interface for scripting using RhinoScript. The freely available EvoluteTools PRO Primers give an extensive introduction and examples.

This module adds all the mesh optimization features that are restricted in the freely available version EvoluteTools LITE, i.e. you will be able to design planar quad panelisations, hybrid panelisations (mixed planar quad and triangles), use reference curves or point clouds in addition to reference surfaces, constrain vertices to planes (e.g. floor slabs), create meshes from curves, map patterns, optimize edge lengths, etc.

Benefits:

- Overcome the limitations of Rhino's PanelingTools.
- Quickly create, optimize, and evaluate panelisations, without the need to use Grasshopper.
- Comes with support of top-notch geometry consultants.
- Practically proven at hand of numerous reference projects.

Further information: www.evolute.at/consulting/services/panelisation-optimization.html

EvoluteTools FIT

NURBS patches, meshes, point clouds, curves, or a collection of such geometric objects can be used as input, while the output are best-fit simplified panel surfaces. Supported types include cylinders, cones, general polynomial cylinders, polynomial translational surfaces, polynomial ruled surfaces, general polynomial surfaces. Panels are fit locally (non-coupled), i.e. one by one, to the given input objects. Costs can be assigned to panel types, allowing to choose the cheapest panel type within tolerance. Extensive options are available. Please note that maximum quality panel fitting for architectural purposes might be achievable by global (coupled) panel fitting, which is not included in this module and currently only available as a consulting service.

Benefits:

- Simplify curved panels at the click of a button.
- Choose the cheapest available panel type within tolerance.
- Works for diverse kinds of input data.
- No need to use Grasshopper.
- Fast and very stable optimization, practically proven at hand of numerous reference projects.

Further information: www.evolute.at/consulting/services/panel-fitting.html

EvoluteTools CLUSTERING

This module can be used for post processing panelisations consisting of flat convex panels (triangles, quads, pentagons, hexagons, ...), and computing groups of panels. Groups are determined using a tolerance that can be specified by the user. Possibilities for input:

1) Meshes resulting from using the module *Panel design and optimisation*

2) Closed polylines (triangles, quads, pentagons, hexagons, ...), resulting from any other panelisation technique (e.g. output of Grasshopper or Rhino's PanelingTools).

Please note that it is crucial to allow a tolerance, otherwise it is theoretically impossible to find groups of panels on a freeform surface. This results in a workflow requiring a design-loop (design and optimize panelisation, compute panel groups, go back to design and optimize panelisation, and so on).

Benefits:

- Evaluate your design for repetition within minutes.
- Combines perfectly with EvoluteTools PRO and T.MAP.
- Fast and very stable optimization, practically proven at hand of numerous reference projects.

Further information: www.evolute.at/consulting/services/panel-repetition-maximization.html

EvoluteTools GRIDSHELL

EvoluteTools GRIDSHELL for Rhino enables you to rapidly plan steel and glass gridshells based on a reference axes mesh. EvoluteTools GRIDSHELL solves all complex geometry cases, resolves conflicts, and creates nodes, beams, glass connectors, and panels. Production data for all of these elements can be exported rapidly, using your specific drawing templates. Specific node systems will be implemented on request.

EvoluteTools GRIDSHELL is built upon EvoluteTools PRO and combines perfectly with its mesh design and optimization features. EvoluteTools CLUSTER can be used in addition to cluster panel shapes and minimize the number of unique panels.

Benefits:

- Model, simplify, and output your steel and glass gridshell structure for production all within Rhino.
- Includes interface to and from Microsoft Excel, allowing to combine it with almost any software for structural calculations.
- Combines perfectly with EvoluteTools PRO, T.MAP, and CLUSTER.

Further information: www.evolute.at/consulting/services/sub-structure-optimization.html

Commercial proposal

Prices do not include value added tax or other taxes that might apply.

Perpetual licenses, node-locked	
Perpetual node-locked license for EvoluteTools D.LOFT	EUR 260
Perpetual node-locked license for EvoluteTools T.MAP	EUR 395
Perpetual node-locked license for EvoluteTools PRO	EUR 495
Perpetual licenses, floating	
Perpetual floating license for EvoluteTools D.LOFT	EUR 520
Perpetual floating license for EvoluteTools T.MAP	EUR 790
Perpetual floating license for EvoluteTools PRO	EUR 990
Yearly subscription licenses, floating	
Yearly floating license for EvoluteTools FIT	Request for quotation
Yearly floating license for EvoluteTools CLUSTER	Request for quotation
Yearly floating license for EvoluteTools GRIDSHELL	Request for quotation

All updates are included in yearly license fees. Perpetual licenses contain updates for the first year from date of purchase, later updates will be offered at a reduced rate. We will quote for project-specific licenses or volume discounts on request. A proposal for extension of yearly licenses will be sent one month prior to their termination.

Prices do not include value added tax or other taxes that might apply. This offer is valid for 4 weeks from date of issue. We will issue an invoice upon receipt of order. License fees are to be paid in advance to

> Bank name: Raiffeisen Regionalbank Mödling
> Account number: 00011999596
> Name of account: Evolute GmbH
> IBAN: AT423225000011999596
> BIC/SWIFT-Code: RLNWATWWGTD

Upon receipt of payment, EvoluteTools will be delivered electronically and / or via post.

As an alternative, licenses can be purchased through our online-reseller based in the US, using diverse means of payment. We will issue customized online purchase links on request.

Evolute GmbH, Sonnbergstrasse 101/8, 2380 Perchtoldsdorf, Austria
Tel: +43 1 503 1231, Email: office@evolute.at
registration number: 306073h - registration authority: Landesgericht Wiener Neustadt

End User License Agreement

Please find attached the End User License Agreement (EULA). An internet connection is necessary to access the online license server for floating licenses. The license checking functionality can be tested prior to ordering using the freely available version EvoluteTools LITE.

Short-term evaluation licenses are available on request, results computed using evaluation licenses must not be used commercially.

Documentation

Extensive documentation is included by means of a help file, tutorial videos, and freely available primer documents which can be downloaded from

www.evolute.at/software/evolutetools-for-rhino/learning-center.html.

Customization

EvoluteTools PRO offers an interface for scripting using RhinoScript. The EvoluteTools PRO Scripting Primer gives an extensive introduction and examples. Upon request we will quote for the development of specific script functionality, e.g.

- automated drawing and production data output
- interfaces to other CAD or BIM packages
- quantity take-offs, geometric analysis, etc

Support

Support services are included, please refer to www.evolute.at/software/evolutetools-for-rhino/support.html for contact details. Evolute's top-notch consultants provide you with advice on how to get the most out of EvoluteTools for your specific projects, at unrivalled speed.

Training

We offer personal trainings or workshops based on a daily rate of EUR 1000. Trainings can be hosted in our offices in Vienna (Austria), or in other locations based on your preferences. Travel costs and compensation of travel time apply to trainings outside of Vienna.

Evolute is grateful for your interest in its products and is confident that EvoluteTools will prove very useful for your projects.

With best regards,

Evolute GmbH

Attachments:
1. List of plugin commands
2. Request form for evaluation licenses
3. End User License Agreement for EvoluteTools
4. General Terms and Conditions

Evolute GmbH, Sonnbergstrasse 101/8, 2380 Perchtoldsdorf, Austria
Tel: +43 1 503 1231, Email: office@evolute.at
registration number: 306073h - registration authority: Landesgericht Wiener Neustadt

List of plugin commands

Commands of EvoluteTools D.LOFT

etLoftDevelopable   etLoftNURBSDevelopable

Commands of EvoluteTools T.MAP

etTMap   etTMapFromMesh   etTMapMeshGeodesic

Commands of EvoluteTools PRO

etAnalyzeCloseness	etMeshExtractPolylines	etSelectMeshPolyline
etAnalyzeEdgelength	etMeshFromCurves	etSelectVerticesCloseToCurve
etAnalyzeOff	etMeshGeodesic	etSetEdgeFeature
etAnalyzePlanarity	etMeshLoopCut	etSetEdgeLengthOptimization
etBallPackingMeshExtractBalls	etMeshNURBSFitting	etSetFaceNoPlanarity
etChebyshevStrip	etMeshOffset	etSetReference
etClearReference	etMeshPatternMapper	etSetRulingDirection
etDecoupleSubdivision	etMeshRemoveNGons	etSetVertexCorner
etEdgeLengthClustering	etMeshResample	etSetVertexCurvePoint
etExtractConjugateLines	etMeshSplitFace	etSetVertexFixed
etExtractCurvatureLines	etMeshToPlanarPanels	etSetVertexRestrictedToNormal
etLicenseManager	etMeshTriangulateNGons	etSetVerticesCoplanar
etMeshAddDiagonal	etMeshUpdateNormals	etSetVerticesFairing
etMeshAddDiagonalLine	etOptimize	etShowDependencies
etMeshAddDiagonalLinesParallel	etOptionsImportance	etShowLog
etMeshCut	etOptionsReset	etSubdivide
etMeshDeleteEdge	etOptionsToggles	etWeld
etMeshDeleteFace	etPolymeshToNURB	etWeldVertices
etMeshDeletePolyline	etSelectMeshBoundary	
etMeshDeleteVertex	etSelectMeshCorners	

Commands of EvoluteTools FIT

etpConfigCostsPanels	etpConfigOutput	etpFit
etpConfigInput	etpConfigSolver	etpSettingsManager
etpConfigOptimization	etpConfigTypes	etpShrinkPanel

Commands of EvoluteTools CLUSTER

etPolygonsCluster

Commands of EvoluteTools GRIDSHELL

Documentation available on
request

To:
Evolute GmbH
Sonnbergstrasse 101/8
2380 Perchtoldsdorf
Austria

Request for evaluation license of EvoluteTools for Rhino

Please issue an evaluation license with a duration of 14 days to …

Name Job title	
Company	
Address	

… for the following modules of EvoluteTools for Rhino:

EvoluteTools PRO	
EvoluteTools FIT	
EvoluteTools CLUSTER	
EvoluteTools GRIDSHELL	
EvoluteTools D.LOFT	(can be downloaded from www.evolutetools.com)
EvoluteTools T.MAP	(can be downloaded from www.evolutetools.com)

Start date of evaluation license:	

I confirm to have read, understood, and to agree to the End User License Agreement (EULA) for EvoluteTools as attached below. I am aware of paragraph 1C of the EULA regarding the use of evaluation licenses.

Location:

Date:

Signature:

End User License Agreement for EvoluteTools for Rhino

THIS IS A LEGAL DOCUMENT -- RETAIN FOR YOUR RECORDS

Licensor:

Evolute GmbH
Sonnbergstrasse 101/8
2380 Perchtoldsdorf
Austria

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Evolute GmbH for the software that accompanies this EULA.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

1. GRANT OF LICENSE. Upon your acceptance of this EULA Evolute grants you a non-exclusive, non transferable, limited license, without the right to grant sublicenses, to install and use a copy of the Software on one computer, such as a workstation, terminal or other device, up to the Permitted Number of computers. The Permitted Number of computers was specified at the time you purchased the Software. Within the Permitted Number of computers the Software may be moved from one workstation to another, provided that this is not done more often than once per year, and that the license key is uninstalled and the Software completely removed from the first workstation before it is installed on the second workstation. You are required to follow the procedure described in the documentation of the Software to uninstall the license key.

1 A. ANNUAL LICENSE FEE. These conditions apply if you purchased a subscription license or yearly license: The license to use EvoluteTools is restricted to one (1) year commencing on the date of purchase. The license shall be extended for one (1) year at the conclusion of each annual term unless it is terminated by either party. You may terminate the extendable license of EvoluteTools at any time by notifying Evolute in writing. The extension of the license results in the annual license fee at the rate then in effect being due. The annual license fee has to be paid in advance and is non refundable, neither in its entirety nor on a pro rata basis. Evolute reserves the right to change the annual license fee from time to time, upon providing 30 days notice. If the license of EvoluteTools has expired you shall immediately cease any and all use of the Software. Your obligation to pay accrued fees shall survive termination of this EULA.

1 B. FLOATING LICENSE. If you have purchased a floating license option the following additional conditions apply: You may install the Software on the Permitted Number of computers in a commercial environment only, provided that only the Permitted Number of users actually use the Software at the same time. The Permitted Number of concurrent users and the Permitted Number of computers was specified at the time you purchased the "Floating License" option.

1 C. FOR EVALUATION ONLY. If you received an evaluation or trial license, the following additional conditions apply: The Software is licensed for non-commercial, evaluation use only. Such use is limited to evaluation of software capabilities, and does not include use for education, research, or commercial activities. For the avoidance of doubt, use of the Software for purposes that support, directly or indirectly, any commercial efforts or any commercial enterprise, is not permitted under this EULA.

2. BACKUP AND ARCHIVAL COPIES. You may make one backup and one archival copy of the Software, provided your backup and archival copies are not installed or used on any computer and further provided that all such copies shall bear the original and unmodified copyright, patent and other intellectual property markings that appear on or in the Software. You may not transfer the rights to a backup or archival copy.

3. ONLINE LICENSE CHECK. The software may use your internal network and Internet connection for the purpose of transmitting license-related data at the time of installation, registration, use, or update to an Evolute-operated license server and validating the authenticity of the license-related data in order to protect Evolute against unlicensed or illegal use of the Software and to improve customer service. Activation is based on the exchange of license related data between your computer and the Evolute license server. You agree that Evolute may use these measures and you agree to follow any applicable requirements. You agree that efforts to circumvent or disable Evolute's copyright protection mechanisms or license management mechanism violate Evolute's intellectual property rights as well as the terms of this EULA. Evolute expressly reserves the rights to seek all available legal and equitable remedies to prevent such actions and to recover lost profits, damages and costs.

4. FUNCTIONALITY OF THE SOFTWARE. While every effort has been made to minimize bugs and ensure the functionality of the Software, Evolute cannot and will not guarantee the functionality of the Software. YOU ARE HEREBY WARNED THAT THE SOFTWARE CAN CONTAIN BUGS AND MAY EVEN CAUSE DATA LOSS.

NOTWITHSTANDING ANY SUPPORT FOR ANY TECHNICAL STANDARD, THE SOFTWARE IS NOT INTENDED FOR USE IN OR IN CONNECTION WITH, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT, MEDICAL DEVICES OR LIFE SUPPORT SYSTEMS, MEDICAL OR HEALTH CARE APPLICATIONS, OR OTHER APPLICATIONS WHERE THE FAILURE OF THE SOFTWARE OR ERRORS IN DATA PROCESSING COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SOFTWARE AND ANY DATA GENERATED OR PROCESSED BY THE SOFTWARE FOR YOUR INTENDED USE AND YOU WILL DEFEND, INDEMNIFY AND HOLD EVOLUTE, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY 3RD PARTY CLAIMS, DEMANDS, OR SUITS THAT ARE BASED UPON THE ACCURACY AND ADEQUACY OF THE SOFTWARE IN YOUR USE OR ANY DATA GENERATED BY THE SOFTWARE IN YOUR USE.

5. LIMITATION OF LIABILITY. THE SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL EVOLUTE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF EVOLUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ANY CASE, EVOLUTE'S ENTIRE LIABILITY UNDER ANY

PROVISION OF THIS SOFTWARE LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

6. TECHNICAL SUPPORT. Technical support is provided for the Software on a voluntary basis to which no claims can be made.

7. RESERVATION OF RIGHTS AND OWNERSHIP. Evolute reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. You acknowledge that Evolute or its suppliers retain the title, the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Software. The Software is licensed, not sold. "Evolute" is a registered trademark of Evolute GmbH.

8. THIRD PARTY SOFTWARE. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/), Copyright (c) 1998-2008 The OpenSSL Project, all rights reserved. The software uses the ANN (Approximate Nearest Neighbors) Library, Copyright (c) 1997-2010 University of Maryland and Sunil Arya and David Mount, all rights reserved. ANN is used under the terms of the GNU Lesser General Public License version 2.1 which can be found in the documentation of the Software or online at http://www.gnu.org/copyleft/lesser.html and which is made a part of and incorporated by reference into this EULA. The software uses the OpenMesh Library, Copyright (C) 2001-2009 by Computer Graphics Group, RWTH Aachen, www.openmesh.org. OpenMesh is used under the terms of the GNU Lesser General Public License version 2.1 which can be found in the documentation of the Software or online at http://www.gnu.org/copyleft/lesser.html and which is made a part of and incorporated by reference into this EULA.

9. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

10. NO RENTAL/COMMERCIAL HOSTING/TRANSFER. You may not rent, lease, lend or provide commercial hosting services with the Software. You may not sublicense, distribute or otherwise transfer all or any portion of the Software to third parties. You may not modify, adapt or translate the Software. You may not knowingly take any action that would cause the Software to be placed in the public domain.

11. TERMINATION. Without prejudice to any other rights, Evolute may terminate this EULA if you fail to comply with the terms and conditions of this EULA, or if you fail to make your license payment. Upon termination of the Software License Agreement, you must cease all use of the Software and destroy all copies of the Software and all of its component parts. The terms and conditions set forth in Sections 5, 6, 8, 10, 11 and 12 survive termination as applicable.

12. JURISDICTION. This EULA will be governed by and construed in accordance with the laws of the Republic of Austria (excluding its conflict of laws principles and the U.N. Convention on Contracts for the International Sale of Goods) and you expressly agree that exclusive jurisdiction for any claim or dispute with Evolute or relating in any way to your use of the Software resides in the Handelsgericht, Wien (Commercial Court, Vienna) and you further agree and expressly consent to the exercise of personal jurisdiction in the Handelsgericht, Wien (Commercial Court, Vienna) in connection with any such dispute or claim.

General Terms & Conditions

Form of Contract
A contract between Evolute GmbH ("Evolute") and a contracting party ("CP") results either from Evolute and CP ("parties") entering into a written contract or from an offer being made by Evolute and being confirmed without any changes by the CP. Should the order confirmation differ from the offer, these changes are only valid once explicitly confirmed in writing by Evolute.

Prices
Prices are based on the agreement between the parties. All prices are stated in Euro, net without VAT.

Payment Terms
Payment terms are as stipulated in the contract, or, if the contract does not include payment terms, one third of the order value is payable upon conclusion of the contract, one third at the start of the implementation phase, and one third upon completion of the project. Invoices are payable net within 21 days. Payments will always be offset against the oldest claim arising from overdue invoices, regardless whether the claim arose from this or another contract between the parties.

Waiver of Claim Offsetting
The CP must not withhold payments for received goods and services and offset them with claims against Evolute; this includes warranty and liability claims.

Acceptance of Goods and Services, Notice of Defects
The CP must give written notice of obvious defects within 14 days; hidden defects must be reported within 7 days of discovery. The CP acknowledges that failure to give notice of defects voids warranty claims, the right to challenge defects as well as entitlements for compensation. Notice of defects is also necessary in case of incorrect delivery or incomplete services; in this case the CP has to set a reasonable term for Evolute to provide the contracted services. The CP is not entitled to make any claims for compensation of damages or to terminate the contract.

Warranty
In the case of a valid warranty claim, Evolute will replace defective goods or services at their own expense within a reasonable time limit. Replaced parts become the property of Evolute. Evolute have the right to repair and amend goods and services twice. If Evolute have not repaired, amended, or replaced the defective or missing goods or services by the lapse of the second term set, the CP may claim a discount. Unless agreed otherwise, such a discount is limited to 5 percent of the agreed price of the missing or faulty service or product. Defects do not entitle the CP to withdraw from the contract. The CP is not entitled to compensation for damages. Evolute are exempt from warranty obligations as long as the CP is behind schedule with its contractual obligations. Warranty is voided if the CP modifies or repairs the defective goods or services without prior written consent from Evolute. The deadline for the assertion of any warranty claim ends 6 months after delivery.

Consequential Damages
Liability for consequential damages of any kind is excluded to the maximum extent permitted by law. This exclusion applies especially to damages caused indirectly and to lost profits.

Retention of Title
The CP acquires the contractually agreed ownership respectively rights of use of delivered goods and results only upon full payment of the agreed remuneration.

Copyright and Intellectual Property Right ("IPR")
Copyright and IPR remain with the original holder. Evolute retain all rights on texts, designs, graphics, presentations, publications, software, etc.

Advertisement
Both parties are entitled to use the name of the other party for advertising purposes.

Severability Clause
Should contractual agreements between the parties or portions of these terms and conditions become invalid or void, the remaining agreements stay in force. The parties or a judge are to replace invalid or void agreements with contract terms that conform to the law and that achieve the economic intent of the original agreements as closely as possible.

Jurisdiction
Contracts and agreements shall be governed by the laws of Austria. The court of jurisdiction is Vienna, Austria.