

## Response Form and Commissioning

for OilView resp. Smart-Inspector linking,  
concerning remote monitoring of installed tank measuring devices.

Return this form to [eingang@tecson.de](mailto:eingang@tecson.de)

<b>Mobile SIM card</b> of GSM device: with LX-(Q)-Egde (with NB- IoT-SIM):  with NET/ LAN device:	Mobile no. : _____ with mobile SIM card. resp. ICC ID: _____ with data SIM from TECSON. PIN : _____ (voluntary information for deposit) Provider : _____ contract [ ] or prepaid [ ]
	Device ID : _____ (mandatory with network devices)
<b>Location of the unit</b> (complete address)	
<b>Invoice recipient</b> of the annual charges: (exact complete address)	
<b>Smart-Inspector/OilView user:</b> 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.	Already registered login name: _____ <b>or</b> when new customer Your Name: _____ Phone no.: _____ Email: _____ (After registration the log-in data will be notified to you via e-mail)
<b>Capacity and fluid in the tanks:</b> (e.g. heating oil, diesel, FME, RME, AdBlue, gasoline )	Tank 1 : _____ liters, fluid : _____ Tank 2 : _____ liters, fluid : _____ Tank 3 : _____ liters, fluid : _____ Tank 4 : _____ liters, fluid : _____
<b>Date of installation:</b>	
<b>Installer:</b> Installation company and/or name of installer:	

### Commissioning:

I accept the terms of business and conditions for using the OilView system (Smart-Inspector) specified on the next page. I hereby mandate the setup and linking of the unit above to that system.

The annual charge (fee) of **48,- EUR** (excl. sales tax) must be paid respectively at the beginning of a new year of use. The annual user fee for a contract SIM card from TECSON is **50,- EUR**. So the total fee is 98,- EUR (excl. sales tax).

In that annual charge /fee) the SMS mobile charges are not included. They 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 system to the installed device as well as in similar cases.

Date and signature: \_\_\_\_\_

Company stamp:

(If sent by email, this order is also valid without a signature).

## **Smart-Inspector/OilView** **Terms of Business and Conditions**

Service provider: **TECSON GmbH & Co KG**

### **1. The OilView system (resp. Smart-Inspector)**

TECSON is the developer and owner of the Smart-Inspector software. Smart-Inspector 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 Smart-Inspector system which stores the reported data in a database. The Smart-Inspector user can recall the data from the system server [www.oilview.de](http://www.oilview.de) by using the internet browser after he has logged-in into his Smart-Inspector system account.

### **2. User Relationship**

TECSON provides the system database and the password-protected website [www.oilview.de](http://www.oilview.de) as well as the personal access data. After logging-in the user enters the customer 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](http://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 e-mail six weeks before ending of the current contract period. Notice of termination by email is excluded.

### **3. Compensation**

The Smart-Inspector 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 six weeks 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 Smart-Inspector customer has to notify TECSON promptly via a written notice or email. The Smart-Inspector 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 Smart-Inspector 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.

Tecson's current 'General Data Protection Regulation' (DSGVO) applies at <https://www.tecson.de/datenschutz.html>.

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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