Tankspion-IoT (/ PRO / GPS)

Response Form for **ılı OilView**

TECSON ■
Kompetenz in Tankmesstechnik

OilView Usage:

To use the Tankspion-IoT in combination with the 'OilView' front end, feedback is required via this response form.

Feedback and Commissioning:

Tankspion - IoT / IoT PRO / IoT-GPS (installed device)	Device ID: **TS-**_____
Location of the device (complete address)	
Invoice recipient for annual fees (complete address)	
OilView user (main user) After receiving the login data, OilView users can set the message recipients for alarms, reserve limit and other events.	Already registered login name: _____ **or for new customers** Your name: _____ Phone no.: _____ Email: _____ (After registration the login name and password will be sent to you via email)
Tank geometry and type of fluid (e.g. heating oil, diesel, gasoline, AdBlue)	Tank shape (e.g. linear, cylindric) _____ Tank height (internal dimension) _____ cm Tank volume (capacity) _____ liter Fluid (alternatively: density) _____
Date of installation	
Installer (installation company and/or name of installer)	

Commissioning:

annual usage fee:	Function	Select:
24, - EUR	App with Basic function. For Tankspion-IoT, not for the versions PRO und GPS	☐
48, - EUR	OilView desktop full version including app usage. 1x message / day for all IoT devices	☐
98, - EUR	Boost function: As before, but more than 1 message / day e.g., every 3h.	☒

This usage fee does not include SMS sending charges from OilView. They will be additionally charged according to the number of transmitted SMS. These SMS can be alarm or event text messages to one or more cell phones, if desired.
I agree to the terms of business and conditions of the OilView user contract specified on the following page.
I hereby mandate the setup and the communication connection of the unit above to the OilView system.

Date, signature and company stamp:

(If sent by email the order is also valid without a signature)

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***TECSON** GmbH & Co KG*
Wulfsfelder Weg 2a
D-24242 Felde

Return this form to E-Mail:
eingang@tecson.de

Terms of Business and Conditions for Tankspion-IoT / OilView

Service provider: **TECSON GmbH & Co KG • Wulfsfelder Weg 2a • D-24242 Felde**

1. The OilView System

TECSON is the developer and owner of the OilView resp. oil-SmartView software.
OilView is a monitoring system for displaying levels and inventory of oil tanks or other containers in a browser by using the internet, IoT 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 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 E-Mail six weeks before ending of the current contract period.

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 three 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.
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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