

TERMS OF USE

Betonrezeptur-Designer

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This is a translation for convenience. The German version prevails (section 8.4); it is NUTZUNGSBEDINGUNGEN.txt in the program folder. You can retrieve, save and print these terms and the terms of purchase and licence (Kauf- und Lizenzbedingungen) on the provider's website (rehfeldt-massing.de/software/betonrezeptur-designer/); after installation this text is in the program folder as NUTZUNGSBEDINGUNGEN_en.txt.

Provider: Rehfeldt & Massing GbR, represented by its partners Eva Maria Rehfeldt Massing and Ricardo Rehfeldt, Padies 2a, 48683 Ahaus, Germany, kontakt@rehfeldt-massing.de, phone +49 2561 4445268.

1 SCOPE

- 1.1 These terms govern the use of the program Betonrezeptur-Designer ("program") including its manual, validation package and material catalogue.
- 1.2 The program is intended exclusively for businesses within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law, including where they act as public authorities or educational institutions. It is not intended for consumers (section 13 BGB). By accepting these terms you confirm that you obtain and use the program for such a business or body.
- 1.3 These terms apply to the trial period and to a licence that the provider makes available free of charge, for instance for teaching or evaluation. A purchased licence is governed by the provider's terms of purchase and licence in the version attached to its offer. They take precedence over these terms; these terms apply to a purchased licence only insofar as the terms of purchase and licence refer to them. Anything expressly agreed otherwise in an individual case takes precedence. Terms and conditions of the customer, such as purchasing conditions, do not become part of the contract, even if the provider does not expressly object to them.
- 1.4 For a purchased licence, these terms are agreed with the purchase insofar as the terms of purchase and licence refer to them; the provider's offer states their version and has them attached. For a licence provided free of charge, they are agreed when the licence is provided; the message with which the provider sends the licence states their version. Otherwise, in particular for the trial period, you accept them in the set-up or — after an update from within the program, during which the set-up shows no pages — in the window the program shows at its first start afterwards. You declare the acceptance on behalf of the business for which you use the program and confirm that you are authorised to do so. The trial period cannot be used without acceptance. A licence remains usable within the agreed scope even if you do not accept a version of these terms in the program; the version agreed when it was acquired or last accepted by you then applies to it. The set-up can only be run with acceptance; without acceptance, licensees receive new versions through the update from within the program. What an acceptance in the set-up means for a purchased licence is governed by the terms of purchase and licence.
- 1.5 If the provider changes these terms, the program presents the new version for acceptance at the first start after the update. Until you accept the new version, the version last agreed or accepted by you continues to apply, including during the trial period. Silence or mere continued use does not constitute acceptance. Accepting a new version in the set-up or in the program does not restrict rights under a

licence already acquired, in particular not its scope and duration, the change of workstation, the transfer, the rights in the event of defects, the provider's liability and the free correction of calculation errors; the terms of purchase and licence remain unaffected.

2 TRIAL PERIOD

- 2.1 From its first start on a computer, the program runs for 14 days with its full range of functions; the period starts with that first start, even if you accept the terms later. The trial period is free of charge and serves solely to evaluate the program.
- 2.2 During the trial period every printout carries the mark "TRIAL VERSION" ("TESTVERSION" with the German interface). Such printouts are not intended as evidence, for passing on to third parties or for production.
- 2.3 When the trial period ends, the program switches to read-only mode: saved mix designs can be opened, viewed, exported and printed with the mark; input, tools and every change to the data (mix designs, material master data, importing and restoring, default, factory settings) are locked. Your data is kept.
- 2.4 The provider may extend the trial period once by arrangement; there is no entitlement to an extension. It grants the extension as a time-limited licence. The provisions on the trial period apply to it: during this time printouts carry no mark, but are equally not intended as evidence, for passing on to third parties or for production; after it expires, section 2.3 applies.
- 2.5 The trial period starts once per computer. It must not be extended by interfering with the program, its files or the system clock. If the system clock shows a date more than one day earlier than the latest date already reached, the read-only mode under section 2.3 applies without a licence until the clock is correct again.

3 RIGHT OF USE

- 3.1 For the trial period, the provider grants you a non-exclusive, non-transferable right to use the program on the computer on which it is installed.
- 3.2 With a licence provided free of charge, the provider grants you a non-exclusive, non-transferable right to use the program on the computer for which the licence was issued (workstation), for all Windows users of that computer one after another. Under one licence the program may run in only one signed-in Windows session at a time; if several persons work with it at the same time, for instance on a terminal or remote desktop server, each simultaneous use requires a licence of its own. The right applies until the end date stated in the licence, otherwise without time limit; after the end date, section 2.3 applies accordingly. For a purchased licence, the terms of purchase and licence govern scope, duration, change of computer and transfer; sections 3.1 to 3.3 do not apply to it.
- 3.3 If a licence no longer matches the workstation after a hardware change, or if its features can no longer be read, the program continues to run for 14 days from the start at which this is first detected (grace period); during this time printouts carry the mark "GRACE PERIOD" ("KULANZFRIST" with the German interface). The grace period requires that the licence was already valid on this computer, that the licence status kept by the program has been preserved and that the system clock is not set back (section 2.5). On request with the workstation identifier, the provider issues the licence free of charge for the changed or a new computer, for instance after a defect or when the computer is replaced. The previous licence thereby becomes invalid; you remove it from the previous computer if that computer is still in use, and you do not place it on the new one, as it is not valid there. If the grace period expires before the new licence has been entered, section 2.3 applies accordingly until then.
- 3.4 You may not

- a) rent out or lend the program or let third parties use it, except employees and contractors working for you and the transfer of a purchased licence under the terms of purchase and licence;
- b) circumvent, remove or alter the licence check, the mark on printouts or other protective measures;
- c) modify, translate, reverse engineer or decompile the program;
- d) remove copyright notices, identifiers or trademark notices.

The rights granted to you by sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected, in particular to make a back-up copy where it is necessary to secure future use, to observe, study and test the functioning of the program, to decompile the program within the limits of section 69e UrhG to achieve interoperability, and to correct errors, or have them corrected, that the provider does not remedy within a reasonable period after being asked to do so.

3.5 The program contains third-party components, among them the Flutter framework, the PDF library PDFium, the Roboto font and Microsoft runtime libraries (Visual C++). The open-source components are governed by their own licences; they can be viewed in the program under "About this app" → "Licences", and the licence texts of the font and of PDFium also as LIZENZ-Roboto.txt and LIZENZ-PDFium.txt in the program folder. Where these licences give you further rights for a component than these terms, they take precedence for that component. You may use the Microsoft runtime libraries supplied only together with the program; you may not distribute them separately, modify them or reverse engineer them, except where mandatory law permits.

3.6 All rights in the program, the manual, the validation package and the material catalogue remain with the provider unless they belong to third parties. You may use your mix designs, printouts and exports without restriction, unless sections 2.2 and 2.4 or a mark on the printout say otherwise. You may copy the manual and the validation package for your business and pass them on to testing, inspection and certification bodies, public authorities and your clients.

4 WHAT THE PROGRAM DOES AND WHAT IT DOES NOT

4.1 The program is a calculation and checking tool for mix design according to DIN EN 206 and DIN 1045-2. It replaces neither the initial testing, nor conformity control, nor the assessment by a competent person, nor the design or structural analysis of a component.

4.2 Every result must be checked by a competent person before it is used. The user decides on the composition, production and use of a concrete on their own professional responsibility; the standards and rules in their current versions and the results of the initial testing are authoritative. The provider's liability for errors of the program is governed by section 6, for a purchased licence by the terms of purchase and licence.

4.3 Catalogue values, guide values and estimates (such as densities, standard moisture contents, CO₂ factors, prices, the estimate of strength and of strength development) are indicative values only. Wherever the program calculates with such a value, it says so. What the program cannot do is described in the paper "4 Was das Programm nicht kann" of the validation package supplied with your release.

4.4 If a calculation error becomes known (grades A to C according to paper 3 of the validation package supplied with your release), the provider makes a corrected version or a corrected catalogue status available free of charge and lists the error in the chronicle of the calculation error policy. This applies as long as the provider offers the program, and for a purchased licence for at least five years from the purchase. Licensed workstations download the corrected version through the update from within the program (section 5.1); otherwise licensees receive it on request. The program points out at start-up a known calculation error of the running version for which paper 3 provides a notification (grade A, and grade B where a violation goes unnoticed), as long as the query under section 5.1 is switched on. This

commitment is not a guarantee as to the quality or the freedom from errors of the program; the rights in the event of defects and liability (section 6, for a purchased licence the terms of purchase and licence) remain unaffected.

5 CONNECTION TO THE SERVER AND DATA PROTECTION

- 5.1 The program calculates entirely on your computer. At start-up it asks the provider's server about new versions, known calculation errors and the status of the material catalogue; this query can be switched off in the program under "More options" → "Check online at start-up". If it is switched off, the program shows neither new versions nor known calculation errors; the provider also publishes the chronicle of calculation errors on its website (rehfeldt-massing.de/software/betonrezeptur-designer/). A synchronisation that has been set up (section 5.3) runs independently of this switch as long as you are signed in. An update is downloaded only on your command and only on licensed workstations.
- 5.2 Which data is processed in doing so and during synchronisation is described in the privacy notice (file DATENSCHUTZ_en.txt in the program folder, in the program under "About this app" → "Legal").
- 5.3 The synchronisation of mix designs, materials and moisture journal between the workstations of a business via the provider's server is not part of the scope of services of the program. If you expressly request it, the provider may set up an account for you at no additional cost; before doing so, it concludes a data processing agreement with you under Art. 28 GDPR. The data also remain stored on your workstations. For a purchased licence, section 13 of the terms of purchase and licence governs the synchronisation.
- 5.4 The provider makes the version information, material catalogue, update download and synchronisation available without committing to any particular availability; calculating, saving, printing and exporting on your computer do not depend on the server. Strict liability for defects of the synchronisation that already exist when the contract is concluded is excluded. If the provider discontinues one of these services, it announces this at least three months in advance; for the synchronisation, it gives you the opportunity to back up your data and then deletes them in accordance with the data processing agreement.
- 5.5 The provider may block the download of updates for a licence as long as facts justify the assumption that it is being used on several computers or passed on without authorisation contrary to section 3, and for a licence that has been replaced by a newly issued one. It informs you of a block based on suspicion and lifts it as soon as the suspicion has been dispelled. The number of downloads per licence is limited to prevent misuse. Corrections of known calculation errors under section 4.4 are available to you on request even during a block.

6 LIABILITY

- 6.1 In every case, statutory liability for intent and gross negligence, for injury to life, body or health, under the German Product Liability Act, for fraudulently concealed defects and to the extent that the provider has given a guarantee as to the quality of the program remains unaffected.
- 6.2 Beyond that, the provider is not liable during the free trial period and for a licence provided free of charge (sections 521, 524, 599, 600 BGB). Where these provisions do not apply, section 6.3 applies.
- 6.3 In that case the provider is liable for slight negligence only if it breaches an essential contractual obligation. Essential obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance you may regularly rely, such as the obligation to provide the program to you free of defects of title and with the properties described in sections 4.1 to 4.3. Liability is then limited to the damage that was foreseeable and typical for the contract when it was concluded.

- 6.4 In the cases of section 6.3, liability is in addition limited to EUR 300,000 per damaging event.
- 6.5 Where the provider is liable for slight negligence under section 6.3, it is liable for loss of data only to the extent that would also have arisen had you backed up your data regularly according to the state of the art. The program offers a full backup for this purpose. Section 6.1 remains unaffected.
- 6.6 Contributory fault (section 254 BGB) remains unaffected, in particular where a result is used without being checked by a competent person or without initial testing, contrary to section 4.2.
- 6.7 The limitations in this section also apply in favour of the provider's partners, employees and vicarious agents.
- 6.8 For a purchased licence, liability is governed solely by the terms of purchase and licence.

7 END OF USE

You can uninstall the program at any time. Your data and the licence remain on the computer until you delete them (see privacy notice, section 8).

8 FINAL PROVISIONS

- 8.1 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- 8.2 The statutory places of jurisdiction apply to disputes arising from this contractual relationship.
- 8.3 Should a provision be invalid or not have become part of the contract, the remainder of the contract remains valid; the statutory provisions take its place.
- 8.4 The German version of these terms prevails.