

General terms and conditions

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These terms govern the trial, the purchase and the use of the PDR Kalk software for Windows and Android. They apply to businesses (B2B). By ordering or using PDR Kalk you accept these terms.

Provider

Balmer Storm Solutions

Dieter Balmer

Switzerland

info@pdrkalk.ch

1. Provider and scope

- 1.1 PDR Kalk is provided by Balmer Storm Solutions, Dieter Balmer, Switzerland ("we"). Contact: info@pdrkalk.ch.
- 1.2 These terms apply to the trial, the purchase of a licence, updates and any add-on modules of PDR Kalk. They apply to business customers only (B2B); PDR Kalk is not sold to consumers for personal, domestic or household use.
- 1.3 The "licence and payment terms" on the order page summarise these terms and form part of them. The customer's own terms apply only if we have agreed to them in writing.

2. Licence

- 2.1 Once payment has been received in full, you receive a perpetual, non-exclusive and non-transferable licence to use PDR Kalk for the commercial purposes of one business. There is no subscription, no expiry date and no charge per user or technician.
- 2.2 The licence may be installed on any number of devices that belong to the licensed business and are used by its staff.
- 2.3 The licence is permanently tied to the business name and address given in the order; both appear on your documents and cannot be changed after issue. Check the details carefully before you submit the order; we correct obvious typing errors before issue when you tell us.
- 2.4 The licence cannot be transferred to another business. Subcontractors, partner workshops and principals work in their own installation and need their own licence.
- 2.5 If the business is renamed, moves, is sold or passes to a successor, we may issue a replacement licence on request and at our discretion. There is no entitlement to one, and no refund is made.
- 2.6 You receive the licence details by email. Keep them safe; you will need them again when you change devices or reinstall. On request we resend the same licence details to the licensed business.
- 2.7 The following in particular are not permitted: passing on, renting out or publishing the licence or the software; bypassing or removing the licence check; reverse engineering beyond what mandatory law allows; starting the trial repeatedly by circumventing the device binding. In case of a breach we may revoke the licence; no refund is made.

3. Trial

- 3.1 PDR Kalk can be tested free of charge for 30 days with the full feature set, one trial per device. The trial ends automatically; your data is kept and becomes accessible again with a licence.
- 3.2 The trial period is there to check suitability, features, methods, documents and system requirements for your business. Anything that could be checked during the trial is not a reason for a refund later.
- 3.3 On first launch a one-time online activation transmits technical data (see the privacy notice). There is no entitlement to a second trial; in justified cases, for example after a hardware replacement, we unlock manually on request.

4. Ordering, price, payment and delivery

- 4.1 An order placed through the order form on pdrkalk.ch is a binding offer. The contract is concluded when we confirm the order with the tax invoice. We may decline an order without giving reasons.
- 4.2 Price: AUD \$590; GST applies and is itemised on your tax invoice. The price shown at the time of ordering applies; prices may change for future orders.
- 4.3 The tax invoice is sent by email and is payable by bank transfer within 14 days of the invoice date, without deduction. Bank charges are borne by the customer.
- 4.4 The licence is issued once payment has been received in full and is delivered by email. There is no entitlement to the licence before payment arrives; an expiring trial is not extended by an order.
- 4.5 If payment is still outstanding 14 days after a reminder, we may withdraw from the contract.
- 4.6 The customer is responsible for the accuracy of the business details provided in the order.

5. No change-of-mind refunds

- 5.1 Because PDR Kalk can be tested free of charge for 30 days before purchase, there are no refunds for change of mind. Nothing in these terms excludes any right or remedy under the Australian Consumer Law that cannot lawfully be excluded; see sections 14 and 15.
- 5.2 In particular, the following circumstances do not give rise to a change-of-mind refund or price reduction:
 - dislike, lack of need, or a feature that PDR Kalk does not offer or offers differently;
 - unsuitable or unsupported devices and operating systems, such as Apple devices, smartphones or older Windows and Android versions;
 - closure, sale, renaming, relocation or succession of the business;
 - a change of device, a defect, a reinstallation or the loss of the licence details;
 - changes to rates, price guides or requirements by insurers, assessors, principals or other third parties;
 - changes to, restrictions of or the discontinuation of third-party services such as AI providers, email services, cloud storage, operating systems or app distribution channels;
 - operating errors, data loss, missing backups or a faulty set-up of the work folder, NAS, email or synchronisation;
 - the end of development, of the update offer or of help under section 13;
 - revocation of the licence for a breach of these terms.

6. Help and support

- 6.1 We do not provide IT or computer support and no set-up, training, on-site or remote-maintenance services.
- 6.2 Learning PDR Kalk is the customer's responsibility. The trial with demo data and the built-in, searchable user manual ("Help") are available for that purpose.
- 6.3 We answer questions sent by email to info@pdrkalk.ch whenever we can. There is no entitlement to an answer, a response time, a solution or a particular feature. Statements about usual response times are based on experience and are not a commitment.

- 6.4 Our help does not cover, in particular, hardware, operating systems, networks and NAS, email accounts and SMTP access, cloud storage, printers, accounts and keys with AI providers, or accounting, tax and legal questions.
- 6.5 Further assistance may be agreed and charged separately.

7. Rates, price guides and calculations

- 7.1 PDR Kalk is a calculation and documentation tool. Any built-in rates, price guides and hail methods reflect industry reference values at the time they were included. They have no connection to any insurer, assessor, association or other third party and have been neither authorised nor checked by them.
- 7.2 Insurers, assessors and principals may change rates, price guides and requirements at any time. We endeavour to keep the built-in values up to date but give no warranty for this. Updates may be offered as a software update or as a paid add-on module; there is no obligation to provide them.
- 7.3 All calculations, surcharges, roundings and amounts are proposals. The customer checks every document that leaves PDR Kalk – estimates, reports, tax invoices, credit notes, receipts, statements to subcontractors or principals, exports – for accuracy, completeness and appropriateness before sending it. The customer alone is responsible for it towards customers, insurers, subcontractors, principals and authorities.
- 7.4 To the extent permitted by law, we are not liable for losses arising from changed rates or requirements, from errors or inaccuracies in built-in values, from incorrect entries or from documents passed on unchecked – in particular not for lost remuneration, reductions or claw-backs by insurers or customers.

8. Taxes, invoicing and accounting exports

- 8.1 GST, tax rules, mandatory tax-invoice details and accounting exports are implemented to the best of our knowledge and are tools. PDR Kalk does not provide tax, legal or accounting advice.
- 8.2 The customer is responsible for the correct tax treatment of their transactions, for compliance with the invoicing and record-keeping rules that apply to them and for coordination with their accountant or tax adviser. It is not guaranteed that a bank, a recipient, an accounting system or an authority will accept a document or an export.

9. AI features

- 9.1 PDR Kalk may contain optional AI features that are switched off by default, such as the registration document and VIN scanner. They use external AI services with the customer's own API key ("bring your own key"). The contract, set-up, costs and privacy review with the AI provider are the customer's responsibility.
- 9.2 We give no warranty for the availability, accuracy, completeness or behaviour of AI results. The customer checks every recognised field before using it.
- 9.3 AI providers may change or discontinue models, interfaces, prices and terms at any time. An AI feature may therefore be restricted, behave differently or cease to work altogether. This is outside our control; it creates no obligation to adapt, no liability and no refund.
- 9.4 The customer remains responsible for privacy compliance, in particular for blacking out personal information before an upload and for choosing a provider that meets the customer's legal obligations.

10. Document import

- 10.1 Where PDR Kalk can read existing PDF files or photos of third-party calculations or dent protocols, it reads files belonging to the customer. It is neither an interface to those systems nor a product of their manufacturers; the trademarks mentioned belong to their respective owners.
- 10.2 The result may be incomplete or wrong, in particular with differing print layouts. The customer checks the import in the review screen and after it has been applied. The feature is marked as experimental; availability and scope may change and may differ by region.

11. Data, backups and multi-device use

- 11.1** PDR Kalk stores data locally on the device or in the work folder chosen by the customer, for example on a NAS or in a cloud folder. We have no access to this data and keep no copies.
- 11.2** The customer is responsible for regular backups, for keeping them and for checking that they can be restored. PDR Kalk provides backup functions for this; setting them up and monitoring them is the customer's responsibility.
- 11.3** Multi-device use via a shared work folder requires reliable infrastructure operated by the customer. To the extent permitted by law, we are not liable for data loss or conflicts caused by network, NAS, cloud or synchronisation problems, by simultaneous work outside the intended workflows, or by the loss of encryption keys, for example for subcontractor job files.

12. System requirements and third-party services

- 12.1** PDR Kalk runs on Windows 10/11 and on Android tablets from Android 10. Apple devices and smartphones are not supported. Some features are available on one platform only, for example multi-device synchronisation on Windows only. The state during the trial or at the time of ordering is decisive.
- 12.2** Features that involve third parties – email sending through the customer's mail server, cloud and NAS storage, WebDAV, printers, operating-system updates, app distribution channels, AI services – depend on those third parties. We are not liable for their availability, changes or discontinuation.

13. Updates and further development

- 13.1** Ongoing updates with fixes and improvements are included free of charge for as long as we offer them. There is no entitlement to particular features, dates or a particular duration of the update offer. Announcements and roadmaps are non-binding.
- 13.2** Larger add-on modules and rate updates may be offered optionally for a fee; buying them is voluntary.
- 13.3** Updates may change or remove features where technical, legal or third-party reasons require it. The customer installs updates within a reasonable time; we do not fix errors in outdated versions that are already fixed in the current version.
- 13.4** We may discontinue development, the update offer and help at any time. A purchased licence remains valid; PDR Kalk keeps working offline. This gives rise to no refund claim.

14. Warranty and consumer guarantees

- 14.1** PDR Kalk is provided in the version current at the time of ordering, as it could be tested during the trial. Software is never entirely free of errors; subject to section 14.4, we do not warrant that PDR Kalk runs without interruption or error or is suitable for a particular purpose.
- 14.2** Defects that materially impair the intended use must be reported to us by email with a reproducible description. We remedy them, at our choice, through an update, a workaround or guidance within a reasonable time.
- 14.3** If the remedy of a material defect finally fails, the customer may reduce the licence price appropriately or withdraw from the contract. Further warranty rights are excluded to the extent permitted by law.
- 14.4** Our software comes with guarantees that cannot be excluded under the Australian Consumer Law where it applies. Nothing in these terms excludes, restricts or modifies those guarantees or any right or remedy under that law that cannot lawfully be excluded. To the extent permitted by that law, our liability for a failure to comply with a consumer guarantee is limited, at our option, to resupplying the software or paying the cost of having it resupplied.
- 14.5** The following in particular are not defects: deviations from expectations that could be checked during the trial; consequences of incorrect entries, misconfiguration, unsupported hardware, third-party services, outdated versions or interventions by the customer; changes to rates or third-party requirements.

15. Liability

- 15.1** To the extent permitted by law, our liability is excluded. This applies in particular to indirect and consequential losses, lost profit, data loss, business interruption, the cost of substitute purchases, additional tax assessments and fines, and to claims brought against the customer by customers, insurers, subcontractors, principals or authorities.
- 15.2** Liability for losses caused by unlawful intent or gross negligence, and any liability that cannot be excluded under applicable law, including the Australian Consumer Law, remains unaffected.
- 15.3** Where liability exists and may lawfully be limited, it is limited per event and in total to the amount paid for the licence concerned.
- 15.4** The customer indemnifies us against third-party claims based on the customer's use of PDR Kalk, documents or data.

16. Intellectual property

- 16.1** All rights in PDR Kalk – software, user interfaces, texts, table structures, templates and documentation – remain with us. The licence transfers no rights beyond the use under section 2.
- 16.2** Data, documents and photos that the customer creates with PDR Kalk belong to the customer.
- 16.3** Third-party trademarks such as Synology or OneDrive belong to their owners. PDR Kalk is not affiliated with them or with any insurer, assessor or association.

17. Privacy

- 17.1** PDR Kalk processes business data locally; we collect no usage data and run no cloud. The privacy notice available in the app describes which data is transmitted during trial activation, when checking for updates or when third-party services are used voluntarily.
- 17.2** The customer is responsible under the applicable privacy law for the personal information of their customers, vehicle owners, staff and partners, in particular when sending email, storing data in the cloud and using AI services.

18. Changes to these terms

- 18.1** A purchase is governed by the version the customer accepted when ordering. It is recorded with the order and delivered with the tax invoice.
- 18.2** We may change these terms for future orders, add-on modules and the trial. The current version is available on pdrkalk.ch.

19. Final provisions

- 19.1** Swiss law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules, to the extent that this choice is permitted by law.
- 19.2** The exclusive place of jurisdiction is Schaffhausen, Switzerland, unless mandatory law prescribes another place of jurisdiction.
- 19.3** Should a provision be invalid, the remainder stays in force. The invalid provision is replaced by a valid one that comes closest to its economic purpose.
- 19.4** For orders placed through the Australian order page, the English text of these terms governs.
- 19.5** Notices are sent by email to the address given in the order or to info@pdrkalk.ch.