

# Price List List & Label

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As of October 2011





# List & Label

Delivery on CD or via download at [www.combit.net/us/shop](http://www.combit.net/us/shop)

Editions	Personnel	New Version		Upgrade		Support
		€ net	€ gross	€ net	€ gross	
Standard	1	650,-	773,50	390,-	464,10	<p>Included in Professional and Enterprise Edition</p> <p>For the cost-effective Standard Edition, and for List &amp; Label 12 and older, each support service is billed individually at € 45 / 15 minutes plus VAT. Or you spontaneously decide to upgrade to the Professional Edition. Completely free of charge are our knowledge base and forums.</p>
	3	1462,50	1740,38	877,50	1044,23	
	5	2275,-	2707,25	1365,-	1624,35	
	10	4225,-	5027,75	2535,-	3016,65	
		First Year	Renewal			<p><b>* Subscription for Professional + Enterprise Edition</b></p> <p><b>Scope</b> Subscription includes service packs, feature-upgrades and upgrades to major versions during the period of validity. Support is available during our office hours by phone and via the Support Center on a flat rate basis.</p> <p><b>Updates and New Versions</b> If you purchase by download you get major versions by download. If you purchase on CD, you get the first version on CD. Service packs, interim upgrades and following major versions are available via download. You may additionally request major versions on CD.</p> <p><b>Period of Validity of Your Subscription</b> and the related support is one year. If you do not cancel the subscription at a time period of notice of 3 months to the end of this contractual year, it is <b>automatically</b> renewed by another contractual year under the conditions of the renewal.</p>
Professional*	1	1200,-	1428,00	600,-	714,00	
	3	2700,-	3213,00	1350,-	1606,50	
	5	4200,-	4998,00	2100,-	2499,00	
	10	7800,-	9282,00	3900,-	4641,00	
Enterprise*	1	1800,-	2142,00	900,-	1071,00	
	3	4050,-	4819,50	2025,-	2409,75	
	5	6300,-	7497,00	3150,-	3748,50	
	10	11700,-	13923,00	5850,-	6961,50	

Volume discount: 2: 20%, 3-4: 25%, 5-9: 30%, 10-19: 35%, from 20: on request

## List & Label Licensing

### List & Label is a License for One Developer

Individual, non-transferable, for one developer for installation on one computer or alternately for use on one notebook (Professional + Enterprise). You also need several licenses if you want to encapsulate List & Label functions, which is not covered by our standard license agreement. This can be easily modified with an additional agreement. Don't hesitate to contact our Sales & Service Team.

**Important!** You need a license for every developer who is involved in the overall project and/or the overall product in which List & Label is integrated. In this respect, it is irrelevant whether a developer uses List & Label functions or not. Our basic conditions are fair, however they have not been calculated so as to enable large projects with maybe tens of thousands of end users to be covered by a single license. We comply with the number of developers involved and offer attractive volume discounts. A project group must decide which of the editions they all want to go for.

## List & Label Editions

	Standard	Professional	Enterprise
Designer for developers and end users in most desktop applications (see license agreement for restrictions)	•	•	•
Print, preview and export in all supported formats	•	•	•
Applicable with all supported programming languages, all examples available	•	•	•
Programmer's reference and Designer user manual, PDF file	•	•	•
Designer documentation as DOC/PDF file, Designer help as source file	•	•	•
Service packs for one year, access to knowledge base, forums and RSS feeds for service packs	•	•	•
Unicode support for international character set	•	•	•
Support online via <a href="http://www.combit.net/en/support-center">www.combit.net/en/support-center</a> or by telephone	€ <sup>1)</sup>	•	•
Designer in different languages: add-on language kits. At least in German, English, French, Italian, Spanish	€ <sup>2)</sup>	€ <sup>3)</sup>	•
Use in most server/web server applications and in a service	€ <sup>4)</sup>	€ <sup>4)</sup>	•
<b>Subscription</b> for one year incl. feature-upgrades. <b>Automatic renewal</b> , termination up to 3 months before end of contractual year		•	•
Service packs while subscription is valid, access to knowledge base, forums and RSS feed		•	•
64-Bit Version		•	•
2D barcodes PDF417, Maxicode, DataMatrix/EC200, Aztec and QR-Code		•	•
DOM (object model): Customize/create projects without Designer		•	•
Individually adaptable Crystal Reports converter for Visual Studio 2010		•	•
Alternate usage on one developer notebook permitted		•	•
For use in Windows Azure, cloud computing		€ <sup>4)</sup>	•
Formula assistant usable in own application independently of List & Label			•
Priority support			•
15% discount on training and customization			•
Exclusive preliminary information on new major versions			•
Participation in beta program of new major versions			•
<sup>1)</sup> Billing on a time and material basis at 45 € per commenced 15 minutes			
<sup>2)</sup> Starting at 119 € per language kit			
<sup>3)</sup> 15% discount on add-on language kits			
<sup>4)</sup> Server/web server licenses from 99 € for 5 users up to 14,999 € for 1000+ users, per server			
First year	650 €	1200 €	1800 €
Renewal		600 €	900 €
Upgrade to new major version	390 €	incl.	incl.

all prices plus VAT.

**dotnetpro**

"List & Label shouldn't be missing  
in any tool collection."



**Test Result: "Top Product", Rating: "Very Good"**  
 "Conclusion: Anyone who believes that data is a rather dry subject will be taught better by the extraordinary functionalities of the Designer."

Server/Web Server License	Person Icon	Price		Conditions
		€ net	€ gross	
for Standard and Professional Edition	5	99,—	117,81	<b>Standard and Professional Edition</b> For each application installation, that utilizes e.g. an Internet protocol or is a web server extension, is integrated in ASP or PHP pages or is an independent server application, you require the corresponding server/web server licenses.  <b>Couldn't Find the Scale You Need?</b> Please contact us for an individual offer: T +49 (0) 7531 90 60 10
	10	189,—	224,91	
	20	369,—	439,11	
	50	899,—	1069,81	
	100	1699,—	2021,81	
	500	7999,—	9518,81	
	1000 upwards	14999,—	17848,81	
<b>Server/Web Server License Included:</b> The Enterprise Edition includes an unlimited server/web server license regarding servers and end users.				

Language Kits for Designer (Language Kits are version-specific)		Price		Availability
		€ net	€ gross	
without localized online help	Certainly available: French, Italian, Spanish	119,—	141,61	Certainly available are English, French, German, Italian and Spanish. Localization is provided by combit.  For all other language kits localization is provided by our partners, that's why the kits' availability is subject to changes. Please ask us about the expected availability.
	Probably available: Czech, Chinese, Dutch, Portuguese, Russian			
including localized online help	Certainly available: English, German	169,—	201,11	
<b>Language Kits Included:</b> All language kits are included in the Enterprise Edition.				

Training (If at your premises, price excluding expenses and overall travel time.)		Daily rate	
		€ net	€ gross
<b>End Users</b>	<b>Individual Designer Training</b> Training, consulting and troubleshooting according to your wishes and requirements. For up to 4 persons. - In combit program: - In other program:	950,-	1130,50
		1100,-	1309,-
<b>Developers</b>	<b>Developer Workshop</b> Individual intensive workshop for developers to swiftly enhance their applications by printing and export functions with fast results. Per person.	1380,-	1642,20
	<b>Strategy Workshop</b> Intense consulting for project managers and architects to elaborate project strategies or optimize existing List & Label integrations. For up to 4 persons. Price per team.	1380,-	1642,20



“With us combit experts you will learn how to use important functions of combit software effectively for your company.”



**Oliver Schillinger**  
Training & Customizing

Payment & Shipping	Payment Terms	Delivery Costs	
		€ net	€ gross
<b>Shop Download</b> <a href="http://www.combit.net/us/shop">www.combit.net/us/shop</a>	Credit card (Visa, Master/Euro, AmEx), PayPal	none	
<b>Delivery on CD</b> National (Germany)	Direct debit	6,-	7,14
	Payment in advance, credit card (Visa, Master/Euro, AmEx), PayPal, sofortüberweisung.de, giro pay, DPD cash on delivery	11,-	13,09
National express	all above mentioned payment terms, shipping generally by DPD	25,-	29,75
International (EU, CH, FL, MC, N, IS, more on request)	Credit card (Visa, Master/Euro, AmEx), PayPal, Payment in advance	20,-	23,80
International express	all above mentioned payment terms, shipping generally by DPD	55,-	65,45

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- [www.combit.net/us/shop](http://www.combit.net/us/shop)
- [sales@combit.net](mailto:sales@combit.net)
- +49 (0) 7531 90 60 10

### Individual Offer

We will be happy to provide you with an individual offer for other volume discounts, team licenses or upgrades with license extensions.

# combit GmbH: Terms and Conditions

Issued June 13, 2006 - Please read carefully.

## §1 Scope

1. All contracts entered into by combit Software GmbH (hereafter referred to as combit) are exclusively governed by the terms and conditions as laid out in these Terms and Conditions.
2. These Terms and Conditions also form the basis of any subsequent services and deliveries, even if they are not explicitly mentioned.
3. In the event that any of the terms and conditions contained herein conflict with the customer's Terms of Business, combit's Terms and Conditions take precedence.
4. a) Consumers, in these Terms and Conditions, are persons with whom combit enters into business relations and who do not pursue freelance or commercial professional activities.  
b) Contractors, in these Terms and Conditions, are natural persons or legal entities or unincorporated firms having legal capacity with whom combit enters into business relations and who pursue commercial or freelance professional activities.  
c) Customers, in these Terms and Conditions, are both consumers and contractors.

## §2 Formation of Contracts

1. Specifications given in brochures, advertisements, documentation and any other written notices are descriptive only and do not constitute any guarantees regarding the condition of the products. Guarantees regarding the condition of the products require the explicit, written form. This applies equally to any indication of price or the release of add-ons and extensions. Technical data, specifications and functional design specifications in the software product descriptions do not constitute guarantees regarding the condition of the products unless this was expressly confirmed as such by combit.
2. Written offers from combit are legally binding for a 30-day period, unless another term has been arranged in writing. This period starts with the date of the offer.
3. Customers are bound to their orders for a period of 2 weeks starting from combit's receipt of the order.
4. A contract comes into force either by the timely acceptance of combit's offer or through written confirmation of a customer's order from combit.
5. If the customer places his order in electronic form, combit will immediately confirm the receipt of the order. The receipt of the order does not constitute a binding acceptance of the order. The confirmation of the receipt of the order can be combined with the declaration of acceptance. The contract text is stored by combit and sent to the customer electronically upon request or can be called by the customer electronically.
6. The sole delivery of software, performing maintenance work or other services, or the delivery of accessories does not constitute a confirmation, nor are they a replacement for one.
7. Regardless of the time and the form of the agreement, agreements on the customer's rights to the software (software license agreement), its support and maintenance (maintenance contract) and any training in the use of the software, as well as deliveries of accessories and other services are legally independent and form a separate contract with regard to rights and obligations, legal consequences and warranties.

## §3 Prices

Prices are determined, in case of a timely acceptance of a written offer by combit, by such offer; otherwise, in the absence of a divergent written agreement, they are taken from combit's price and product list valid at the time of acceptance of the order.

## §4 Terms of Payment

1. Payments are due on receipt of the goods in full. If payment is not received within 8 days, the customer is in default.
2. As a rule, bills of exchange, checks and other payment orders are not accepted. If they are accepted, this is done on account of performance only.
3. A set-off of own claims is possible only on claims that are uncontested or have been legally established. The customer can only claim recoupment if these relate to the same contractual relationship.

## §5 Delivery and Service not Rendered According to Contract

1. Terms of deliveries and services are legally binding only if they are contained in a written offer or a written order confirmation from combit. When contractually agreed delivery and service terms have elapsed, the customer shall grant combit a 14-day extension period in which to perform, in writing. If this period elapses without result, the customer may withdraw from contract. This period is calculated from the time the goods leave combit's site.

2. A reasonable period of extension for delivery and performance is allotted when unforeseeable events or force majeure such as strikes, lockout, transportation disruption, governmental authority actions, etc. have a significant impact on combit's ability to deliver and/or perform. If such impediments persist for longer than a month or if such an impediment may render delivery or performance of service permanently not or not according to contract, both parties are entitled to revoke the contract.

## §6 Retention of Title

1. Until such time as all claims resulting from this contract and any other claims by combit against the customer that exist at the time of signing the contract are fulfilled, combit reserves the title for the delivered products (hereinafter called conditional merchandise).
2. The customer may use conditional merchandise within the framework of its business. Any integration, merging, processing or conversion of the conditional merchandise may be carried out solely on combit's behalf, who acquires co-ownership of the finished goods or the new product, in proportion to the value of the conditional goods to the finished goods or the new product.
3. The customer is entitled to resell the conditional merchandise and products in which combit is a co-owner, in the course of the proper conduct of its business, with ownership of title conditional. The customer assigns future claims resulting from resale in the amount of the invoice value of the conditional merchandise until complete settlement of all claims listed under (1) as a security to combit, who accepts such assignment. If combit has only partial co-ownership in the sold goods, these claims are assigned to the value of the selling price of that part, but with priority above any other claims.
4. The customer has to inform combit immediately of a change of ownership of the conditional merchandise as well as a change of residence or business seat.
5. When conditional merchandise is seized, the customer shall point out combit's ownership and notify combit without delay in writing.
6. In case of a breach of contract on behalf of the customer, combit is entitled to withdraw from the contract and reclaim the conditional merchandise.

## §7 Assignment of Risks and Dispatch

1. If the customer is a contractor, the risk of accidental loss and accidental deterioration of the product passes onto the customer upon deliverance, in case of shipment purchases to the forwarding agent, the carrier or any other person or facility commissioned for dispatch to the customer upon deliverance.
2. If the customer is a consumer, the risk of accidental loss and accidental deterioration of the product first passes onto the customer upon deliverance. This also applies to shipment purchases.
3. It is equal to deliverance when the customer defaults the acceptance of the goods.
4. As long as the customer did not specify any particular way of shipment (express delivery, express package, etc.), combit will ship the goods by means of the most inexpensive delivery method.

## §8 Software Licenses

Software licenses are additionally governed by combit's current Software License Agreement.

## §9 Training

1. Services for standard training sessions: combit offers seminars for its software products that contain the following services: Provision of the necessary hardware, software and rooms, qualified trainers, training contents according to the training agenda and the level of experience of the participants, beverages during breaks, personal participation certificate.
2. Services for individual training sessions: services according to training contents. The number of training days and participants as well as the location needs to be agreed on beforehand.
3. Remote distribution contract with withdrawal clause: The consumer has the right to recall his declaration of intent for the conclusion of training contract within two weeks after the conclusion occurred. This recall does not have to state a reason. It is to be submitted to combit in writing. In this case, the date the document is posted, is relevant. At this point, the consumer is prompted again to print out (or store electronically) the Terms and Conditions in which the right to withdraw is contained.

4. Customer withdrawal for standard or individual training sessions: The customer may withdraw his registration up to two weeks prior to the training date. This requires that combit punctually receives the written withdrawal declaration. In these cases, combit shall receive a processing fee of 40% of the seminar fees as redemption for the premature end of the contract. If the customer withdraws within the two weeks prior to the start of the training session, he has to pay the complete amount to combit. The customer may name replacements at any time for participants who are not able to participate and communicate this to combit.
5. Withdrawal on behalf of combit: combit may withdraw from the contract if not enough participants have registered up to one week prior to the training session and the economic implementation of the training session is thus not given.
6. Liability: combit will do everything in its power in order to adhere to the scheduled dates and provide a replacement trainer in case the original trainer becomes ill. However, if events occur due to higher power that would make it substantially difficult to perform the service, which also includes an illness of the trainer, combit is entitled to postpone the training session for the duration of the illness and an appropriate period afterwards. In this case, combit will not assume any liability.
7. Changes to the training session: combit retains the right to slightly modify the training contents as well as reschedule the date and place of training with an appropriate advance notice. If a customer cannot attend the standard training due to the postponement of the date or the change of location, the customer is entitled to switch his session to a new date in which the same training session takes place.
8. Copyrights: The training documents as well as the provided software may not be copied.
9. Customer's participation: The customer is obligated to immediately communicate any details to combit that combit requires in order to fulfill its contractual obligations. Upon request, the customer shall provide a sufficient quantity of test data.
10. Others: a) The training contents communicated during training sessions do not constitute guarantees regarding the condition of the products. b) combit is entitled to engage sub-contractors in order to fulfill the contractual obligations.

#### **§10 Warranty**

1. combit makes every effort through the implementation of quality assurance measures to keep software free of defects, but points out that with current technology it is not possible to guarantee that software is completely free of defects.
2. The customer initially has the choice between having combit remedy the defect or making a replacement delivery. However, combit is entitled to refuse the selected option if this would only be possible at inappropriate costs or if a follow-up product is available that no longer has this defect and if this type of retrospective fulfillment is not connected with any substantial disadvantages for the customer.
3. If attempts to eliminate the defect – which combit may attempt twice – fail or if combit does not offer a program version free of defects, the customer has the right to withdraw from the contract or reduce the purchase price to an appropriate extent (abatement of purchase price).
4. However, in case of a minor breach of contract – especially in case of slight defects – the customer is not entitled to withdraw from the contract and to claim for compensation instead of damaged goods or instead of the provision of service.
5. The customer does not receive any guarantees from combit in a legal sense unless this was agreed upon in writing.
6. The warranty is void for any programs or parts of programs that were modified or extended by the customer, unless the customer can furnish proof to combit that such modifications or extensions are not the cause of the defect. The warranty claim is also void in case of defects, suspensions, interruptions and damages that are a consequence of incorrect operation, hardware and operating system failures, non-compliance with data security regulations or other processes outside of combit's responsibility, or if the customer denies combit the opportunity to investigate the cause of the defect.
7. The period of limitation for contractors is one year as of the receipt of the goods. For consumers, this period is two years as of the receipt of the goods.

#### **§11 Notice of Defects**

If the customer is a contractor, he shall immediately check the product for completeness and quality upon receipt. Evident defects must be communicated in writing to combit within

14 days as of the receipt of product; otherwise the assertion of the warranty claim and the liability for defects are excluded. The dispatch of the notice in due time is sufficient to adhere to the limitation period.

#### **§12 Liability for Defects**

1. If the customer is a contractor claims for damage due to defects of the goods require that the customer has followed the examination and notice of defects procedure as stated in § 11.
2. combit's liability is regulated by law in case the customer claims damages which are due to an intentional or gross negligent breach of contract or in case of a slightly negligent breach of significant contractual obligations. This also applies to the breaches of obligations by combit's legal representatives or vicarious agents. Unless combit is not accused of intentional breach of contract, combit's liability is limited to the typical, foreseeable, and direct average damage. This applies also to damage liability caused by delay.
3. combit's liability – unless combit is not accused of intentional breach of contract – is also limited to the foreseeable, typically occurring damage if the customer exercises his/her right of withdrawal or reduction of purchase price.
4. Liability due to wrongful personal injury to life, body or health as well as liability according to the product liability law and a legal product liability remain unaffected.
5. The statute of limitation for claims due to defects is one year after the receipt of the goods for contractors and two years after the receipt of the goods for consumers, calculated from the transfer of risk. This does not apply in case of fraud and in case combit should give a warranty.

#### **§13 Aggregate Liability**

1. Beyond § 12 any further liability concerning contractors is excluded, irrespective of the legal reason. This applies particularly for damage claims resulting from precontractual liability, for other breaches of duty or for tortious liability or concerning damage to property according to § 823 BGB.
2. As far as liability for compensation towards combit is excluded or limited this applies also to the personal liability claims for damages against combit's employees, legal representatives or vicarious agents.
3. An exclusion period of 18 months applies to the limitation for all claims of contractors that are not subject to limitation due to a defect of product.

#### **§14 Product Modifications**

combit reserves the right to modify the product as long as the general functionality is not impaired.

#### **§15 Final Clauses**

1. Place of performance is Constance, Germany.
2. If the customer is merchant according to the German Book of Trade Law (Handelsgesetzbuch), a legal entity of public law or legal special funds, it is agreed that the sole agreed place for any legal actions arising from this or in connection with this contract will be settled at combit's business seat. This also applies if the customer does not have a general place of jurisdiction in Germany or if his place of residence or usual abode is unknown at the time the proceedings are brought forth.
3. This contract is subject to the laws of the Federal Republic of Germany. The UN Sales Laws are excluded.
4. Any subsequent additions or changes to contracts require the written form. This also applies to a waiver of the written form requirement.

**It is in your best interest to produce backup copies regularly in order to avoid extensive damage - due to the loss of data! Please also include the original software in the initial backup and keep this backup in a safe place together with the license certificate.**

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