

General Terms and Conditions for Network Infrastructure Projects

Status: 05/2025

Scope

These General Terms and Conditions (GTC) apply to all – including future – contracts, services, and deliveries of [Company Name] (hereinafter: "Contractor") to entrepreneurs within the meaning of Section 1 of the Austrian Commercial Code (UGB) and legal entities under public law with their registered office in Austria. Deviating, conflicting, or supplementary terms and conditions of the Client shall not become part of the contract, even if known, unless their validity is expressly agreed to in writing.

Subject matter and scope of services

The contractor provides services in the areas of network technology, network infrastructure, IT support, IT consulting, IT security, and related services. The specific scope of services is determined by the individual contract, offer, or order confirmation. Partial services are permissible as long as they are reasonable for the client.

Changes to the agreed scope of services must be made in writing to be effective.

Conclusion of contract

Unless expressly marked as binding, the contractor's offers are subject to change and non-binding.

A contract is only concluded upon written order confirmation from the contractor or upon actual commencement of performance.

Client's duty to cooperate

The Client undertakes to provide all information, documents, access, technical requirements, and, if applicable, system user data necessary for the execution of the contract in a timely and complete manner. Delays or additional costs resulting from insufficient cooperation on the part of the Client shall be borne by the Client.

Data protection and data processing

The contractor undertakes to comply with all applicable data protection regulations, in particular the GDPR and the Data Protection Act. Personal data will be processed exclusively on behalf of and at the instruction of the client. A data processing agreement (DPA) pursuant to Art. 28 GDPR can be concluded upon request. The contractor implements appropriate technical and organizational measures to secure data in accordance with the state of the art.

Performance time and delay

Agreed delivery and performance deadlines are only binding if confirmed in writing. The contractor is not liable for delays due to force majeure or other circumstances beyond the contractor's control. In the event of delays caused by the client, all deadlines will be extended accordingly.

Remuneration, payment terms

Remuneration is based on the written quotation or the current price list.

All prices are exclusive of statutory VAT. Payments are due without deduction within 14 days of invoicing.

In the event of late payment, the contractor is entitled to charge statutory default interest and suspend further performance of the service.

Retention of title

Delivered goods and developed software solutions remain the property of the contractor until all claims have been paid in full. In the event of third-party access, the client must point out the contractor's ownership and notify the contractor immediately.

Warranty

The statutory warranty provisions apply.

No warranty is provided for defects resulting from improper use or insufficient cooperation on the part of the customer. The warranty period is 12 months from acceptance or performance of the service, unless longer periods are mandatory.

Liability

The contractor is only liable for intent or gross negligence.

In cases of slight negligence, liability is limited to damages resulting from the breach of essential contractual obligations (cardinal obligations) – limited to the typically foreseeable damage.

Liability for indirect damages or lost profits is excluded.

Copyright and usage rights

Unless otherwise agreed in writing, all copyrights to all concepts, documentation, and software solutions created remain with the contractor. The client receives a simple, non-transferable right of use, limited to the term and purpose of the contract.

Purchased hardware or software becomes the property of the client upon payment.

Contract term and termination

Contracts with an indefinite term can be terminated with three months' notice effective at the end of the month.

The right to extraordinary termination for good cause remains unaffected.

Confidentiality

The contractor obliges its employees to comply with the provisions of Section 6 of the Data Protection Act.

Final provisions

Unless otherwise agreed, the statutory provisions applicable between businesses shall be governed exclusively by Austrian law, even if the contract is carried out abroad. Any disputes arising from this agreement shall be subject exclusively to the jurisdiction of the court with subject-matter jurisdiction for the contractor's place of business. For sales to consumers within the meaning of the Consumer Protection Act, the above provisions apply only to the extent that the Consumer Protection Act does not stipulate other mandatory provisions.