

General Terms and Conditions

for the Sale and Delivery of Organizational and Programming Services and Work Use Permits for Software Products

Status: 05/2025

1. Scope and validity of the contract

- 1.1. All orders and agreements are only legally binding if they are signed in writing and in accordance with the company's instructions and are binding only to the extent specified in the order confirmation. The client's purchasing conditions are hereby excluded from this legal transaction and the entire business relationship. Offers are generally subject to change.

2. Leistung und Prüfung

- 2.1. The subject of an order can be:

- Development of organizational concepts
- Global and detailed analyses
- Creation of customized programs
- Delivery of library (standard) programs
- Acquisition of usage rights for software products
- Acquisition of work usage permits
- Participation in commissioning (conversion support)
- Telephone consultation
- Program maintenance
- Creation of program carriers
- Other services

- 2.2. The development of customized organizational concepts and programs is based on the type and scope of the binding information, documents, and resources fully provided by the client. This includes practical test data and sufficient testing capabilities, which the client provides in a timely manner, during normal working hours, and at its own expense. If the client is already working in live operation on the system provided for testing, the responsibility for backing up the live data lies with the client.

- 2.3. The basis for the development of customized programs is the written service description, which the contractor prepares for a fee based on the documents and information provided to the contractor or which the client provides. The client must review this service description for accuracy and completeness and sign it with its approval. Requests for changes that arise later may result in separate scheduling and pricing agreements.

- 2.4. Custom-developed software or program adaptations require program acceptance by the client for the respective program package no later than four weeks after delivery. This acceptance will be confirmed in a protocol by the client (verification for accuracy and completeness based on the service description accepted by the contractor using the test data provided as listed under point 2.2). If the client allows the four-week period to elapse without program acceptance, the delivered software is deemed to have been accepted as of the end date of the specified period. If the client uses the software in live operation, the software is deemed to have been accepted in any case.

Any defects that arise, i.e., deviations from the service description agreed upon in writing, must be reported by the client with sufficient documentation to the contractor, who will endeavor to remedy the defects as quickly as possible. If significant defects are reported in writing, meaning that live operation cannot be started or continued, a new acceptance is required after the defects have been remedied.

- 2.5. The client is not entitled to refuse acceptance of software due to minor defects. When ordering library (standard) programs, the client confirms with the order that they are aware of the scope of services of the ordered programs.
- 2.6. If, during the course of the work, it becomes apparent that the execution of the order according to the service description is actually or legally impossible, the contractor is obligated to notify the client immediately. If the client does not amend the service description accordingly or create the conditions that make execution possible, the contractor may refuse execution. If the impossibility of execution is the result of a failure on the part of the client or a subsequent change to the service description by the client, the contractor is entitled to withdraw from the contract. The costs and expenses incurred up to that point for the contractor's work, as well as any dismantling costs, must be reimbursed by the client.
- 2.7. The dispatch of program media, documentation, and service descriptions is at the client's expense and risk. Any additional training and explanations requested by the client will be invoiced separately. Insurance is only provided at the client's request.
- 2.8. We expressly point out that an accessible design (of websites) in accordance with the Federal Act on Equal Opportunities for People with Disabilities (Federal Disability Equality Act - BGStG) is not included in the offer unless this has been separately/individually requested by the client. If accessible design has not been agreed upon, the client is responsible for reviewing the service for its admissibility with regard to the Federal Disability Equality Act. Likewise, the client must review the content provided by them for its legal admissibility, in particular with regard to competition, trademark, copyright, and administrative law. In the event of slight negligence or after fulfilling any obligation to warn the client, the contractor is not liable for the legal admissibility of content if this was specified by the client.

3. Prices, taxes and fees

- 3.1. All prices are in euros, excluding VAT. They apply only to this contract. The stated prices are ex works from the contractor's place of business or office. The costs of program media (e.g., CDs, magnetic tapes, magnetic disks, floppy disks, streamer tapes, magnetic tape cassettes, etc.) and any contractual fees will be invoiced separately.
- 3.2. For library (standard) programs, the list prices valid on the date of delivery apply. For all other services (organizational consulting, programming, training, conversion support, telephone consultation, etc.), labor will be billed at the rates valid on the day the service is provided. Deviations from the time expenditure underlying the contract price, for which the contractor is not responsible, will be charged according to the actual time incurred.
- 3.3. The costs for travel, daily, and overnight allowances will be invoiced to the client separately at the applicable rates. Travel time is considered working time.

4. Delivery date

- 4.1. The Contractor will endeavor to adhere to the agreed delivery dates (completion) as closely as possible.
- 4.2. The targeted delivery dates can only be met if the Client provides all necessary work and documents in full, in particular the accepted service description as per Section 2.3, by the dates specified by the Contractor, and fulfills its obligation to cooperate to the required extent.

Delays in delivery and cost increases resulting from incorrect, incomplete, or subsequently amended details and information or documents provided are not the responsibility of the Contractor and cannot lead to default on the Contractor's part. The Client shall bear any resulting additional costs.
- 4.3. For orders comprising multiple units or programs, the Contractor is entitled to make partial deliveries or issue partial invoices.

5. Payment

- 5.1. Invoices issued by the Contractor, including VAT, are payable within 14 days of receipt without any deductions and free of charge. The payment terms specified for the entire order apply analogously to partial invoices.
- 5.2. For orders that include multiple units (e.g., programs and/or training courses, implementations in partial stages), the Contractor is entitled to invoice each individual unit or service after delivery.
- 5.3. Compliance with the agreed payment deadlines is an essential condition for the execution of the delivery or fulfillment of the contract by the Contractor.

Contractor. Failure to comply with the agreed payments entitles the Contractor to suspend ongoing work and withdraw from the contract. All associated costs and loss of profit shall be borne by the Client.

In the event of late payment, default interest will be charged at the usual bank rate. In the event of non-compliance with two installments of partial payments, the Contractor is entitled to declare the payment due and demand payment of any accepted invoices.

- 5.4. The Client is not entitled to withhold payments due to incomplete delivery, guarantee or warranty claims, or complaints.

6. Copyright and Use

- 6.1. After payment of the agreed fee, the Contractor grants the Client a non-exclusive, non-transferable, non-sublicensable, and perpetual right to use the software for the hardware specified in the contract and, to the extent of the number of licenses acquired, for simultaneous use on multiple workstations, and to use all work results created on the basis of the Contractor's contract for the Client's own internal use. All other rights remain with the Contractor.

The Client's cooperation in the development of the software does not grant any rights beyond the use specified in this contract. Any infringement of the Contractor's copyrights will result in claims for damages, and in such a case, full compensation must be paid.

- 6.2. The Client is permitted to make copies for archiving and data backup purposes on the condition that the software does not contain an express prohibition from the licensor or third parties, and that all copyright and ownership notices are transferred unchanged to these copies.
- 6.3. If disclosure of interfaces is necessary to achieve interoperability of the software in question, the client must commission this from the contractor at the contractor's expense. If the contractor fails to comply with this requirement and decompilation is carried out in accordance with copyright law, the results must be used exclusively to achieve interoperability. Misuse will result in damages.
- 6.4. If software licensed by a third party (e.g., standard software from Microsoft) is made available to the client, the granting of the right of use is governed by the license terms of the license holder (manufacturer).

7. Right of withdrawal

- 7.1. In the event that an agreed delivery time is exceeded due to the sole fault or unlawful actions of the contractor, the client is entitled to withdraw from the contract in question by registered letter, even if the agreed service is not provided in essential parts within the reasonable grace period and the client is not at fault.
- 7.2. Force majeure, labor disputes, natural disasters, transport blockages, and other circumstances beyond the contractor's control release the contractor from the delivery obligation or allow the contractor to reschedule the agreed delivery time.
- 7.3. Cancellations by the client are only possible with the contractor's written consent. If the contractor agrees to a cancellation, the contractor is entitled to charge a cancellation fee of 30% of the uninvoiced contract value of the entire project in addition to the services provided and accrued costs.

8. Warranty, maintenance, changes

- 8.1. The Contractor warrants that the software fulfills the functions described in the associated documentation, provided the software is used on the operating system described in the contract.
- 8.2. Defect rectification is subject to the following:
 - the client adequately describes the error in an error message, and this error message is identifiable by the contractor;
 - the client provides the contractor with all documentation required to correct the error;
 - the client or a third party attributable to the client has not tampered with the software;
 - the software is operated under the intended operating conditions in accordance with the documentation.
- 8.2.1 In the case of a warranty, improvement shall in any case take precedence over Price reduction or cancellation. In the event of a justified complaint, the defects will be remedied within a reasonable period of time, with the client allowing the contractor to take all necessary measures to inspect and remedy the defects.
The presumption of defectiveness pursuant to Section 924 of the Austrian Civil Code (ABGB) is excluded.
- 8.2.2 Corrections and additions that occur until the agreed delivery date
Services that prove necessary due to organizational and programming deficiencies for which the Contractor is responsible will be carried out free of charge by the Contractor.

- 8.3. Costs for assistance, misdiagnosis, and error and fault rectification for which the client is responsible, as well as other corrections, changes, and additions, will be carried out by the contractor against payment. This also applies to the rectification of defects if program changes, additions, or other interventions were made by the client itself or by third parties.
- 8.4. Furthermore, the contractor assumes no liability for errors, malfunctions, or damage resulting from improper operation, modified operating system components, interfaces, and parameters, the use of unsuitable organizational resources and data storage devices (where such are prescribed), abnormal operating conditions (in particular deviations from the installation and storage conditions), or transport damage.
- 8.5. For programs subsequently modified by the client's own programmers or third parties, any warranty provided by the contractor is void.
- 8.6. If the subject of the contract is the modification or addition of existing programs, the warranty applies to the modification or addition. This does not revive the warranty for the original program.
- 8.7. Warranty claims expire six (6) months from delivery.

9. Liability

- 9.1. The contractor is liable to the client for damages demonstrably caused by him only in the event of gross negligence. This also applies mutatis mutandis to damages attributable to third parties engaged by the contractor. In the event of personal injury caused by negligence, the contractor is liable without limitation.
- 9.2. Liability for indirect damages - such as lost profits, costs associated with business interruption, data loss, or third-party claims - is expressly excluded.
- 9.3. Claims for damages expire in accordance with statutory provisions, but no later than one year after knowledge of the damage and the person causing the damage.
- 9.4. If the Contractor performs the work with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, the Contractor assigns these claims to the Client. In this case, the Client will primarily hold these third parties liable.
- 9.5. If data backup is expressly agreed as a service, liability for data loss is not excluded, contrary to Section 9.2, but is limited to a maximum of EUR 10% of the contract amount per damage claim, up to a maximum of EUR 15,000. Any warranty and damage claims by the Client that go beyond those stated in this contract - regardless of the legal basis - are excluded.

Loyalty

- 9.6. The contracting parties undertake to act with mutual loyalty. They will refrain from any solicitation or employment, including through third parties, of employees of the other contracting party who have worked on the implementation of the orders during the term of the contract and for 12 months after the contract termination. The contracting party violating this obligation is obligated to pay lump-sum damages equal to the employee's annual salary.

10. Confidentiality

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

11. Miscellaneous

- 11.1 Should individual provisions of this contract be invalid or unenforceable This shall not affect the remaining content of this contract. The contracting parties shall cooperate in a spirit of partnership to find a solution that comes as close as possible to the invalid provisions.

12. Final provisions

- 12.1 Unless otherwise agreed, the terms and conditions of business between entrepreneurs The applicable statutory provisions shall be governed exclusively by Austrian law, even if the contract is carried out abroad. For any disputes, the exclusive jurisdiction of the competent court for the contractor's place of business shall be deemed agreed. 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.

13. Business mediation

- 13.1 In the event of disputes arising from this contract which cannot be resolved amicably If the dispute cannot be resolved, the parties agree to engage registered mediators (ZivMediatG) specializing in commercial mediation from the Ministry of Justice's list for an out-of-court settlement of the dispute. If no agreement can be reached regarding the selection of commercial mediators or the content of the dispute, legal action will be initiated no earlier than one month after the negotiations fail.

In the event of a mediation that fails or is terminated, Austrian law will apply to any legal proceedings that may be initiated.

All necessary expenses incurred as a result of a prior mediation, in particular those for a legal advisor consulted, can be claimed as "pre-trial costs" in court or arbitration proceedings, as agreed.