

GENERAL TERMS AND CONDITIONS

for the sale and delivery of organization, programming services and licenses for the use of software products

1. Scope and Validity of the Contract

All orders and agreements shall only be legally binding if they are signed in writing by the contractor in accordance with company regulations. They shall only be binding to the extent specified in the order confirmation. The client's terms and conditions of purchase are hereby excluded for the legal transaction in question and the entire business relationship. All offers are subject to change without notice.

2. Performance and Testing

2.1. The subject of an order may include:

- Development of organizational concepts – global and detailed analyses
- Creation of individual programs
- Delivery of library (standardized) programs
- Acquisition of usage rights for software products
- Acquisition of work-use licenses
- Assistance with commissioning (changeover support)
- Telephone consulting
- Program maintenance
- Creation of program carriers
- Other services

2.2. Individual organizational concepts and programs are developed based on the type and scope of the binding information, documents, and tools provided in full by the client. This includes practical test data and a sufficient number of test options, which the client shall provide in a timely manner during normal working hours and at its own expense. If the client is already operating live on the system designated for testing, it is the client's responsibility to secure live data.

2.3. The basis for the creation of individual programs is the written service description, which the contractor shall prepare at cost based on the documents and information provided by the client. This service description must be reviewed by the client for accuracy and completeness and approved in writing. Subsequent requests for changes may result in separate deadlines and price adjustments.

2.4. Individually created software or program adaptations require program acceptance by the client within four weeks of delivery. Acceptance shall be confirmed by the client in a written protocol, verifying correctness and completeness based on the agreed service description and test data provided under section 2.2. If the client does not provide acceptance within this period, the delivered software shall be deemed accepted at the end of the four-week period. Use of the software in live operation constitutes acceptance. Any defects—i.e., deviations from the agreed written service description—must be reported by the client to the contractor with sufficient documentation. The contractor shall endeavor to rectify the defects as quickly as possible. Significant defects that prevent live operation require a new acceptance process after rectification. The client may not refuse acceptance due to minor defects.

2.5. When ordering library (standardized) programs, the client confirms their knowledge of the scope of services of the ordered programs.

2.6. If it becomes evident during execution that fulfilling the order as specified in the service description is technically or legally impossible, the contractor must notify the client immediately. If the client does not modify the service description to make execution possible, the contractor may refuse execution. If execution becomes impossible due to an omission by the client or subsequent modifications to the service description, the contractor may withdraw from the order. In such cases, the client shall reimburse all costs incurred, including any dismantling costs.

2.7. The dispatch of program carriers, documentation, and service descriptions is at the client's expense and risk. Any additional training or explanations requested by the client shall be invoiced separately. Insurance shall only be arranged at the client's request.

3. Prices, taxes and fees

3.1. All prices are in euros, excluding VAT, and apply only to the current order. Prices are quoted from the contractor's place of business. Costs for program carriers (e.g., CDs, magnetic tapes, disks) and any applicable contract fees shall be invoiced separately.

3.2. For library (standardized) programs, the list prices valid on the day of delivery shall apply. For other services (organizational consulting, programming, training, etc.), pricing is based on the actual workload at the rates valid on the service date. Additional costs due to unforeseen time expenditures shall be invoiced separately.

3.3. Travel, daily, and overnight allowances shall be invoiced separately according to applicable rates. Travel time shall be considered working time.

4. Delivery date

4.1. The contractor shall make reasonable efforts to meet the agreed delivery deadlines.

4.2. Timely delivery depends on the client providing all necessary documents and fulfilling its cooperation obligations as required. Delays caused by incorrect, incomplete, or subsequently modified information from the client are not the contractor's responsibility and do not constitute default. Additional costs resulting from such delays shall be borne by the client.

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, shall be payable within 14 days of receipt, without deductions and free of charges. The payment terms for partial invoices shall apply analogously.

5.2. For orders with multiple units (e.g., programs, training sessions), the contractor may invoice each unit separately upon delivery.

5.3. Timely payment is a fundamental condition for contract fulfillment. Late payments entitle the contractor to suspend work and withdraw from the contract. In such cases, all costs and lost profits shall be borne by the client. Interest on late payments shall be charged at the usual bank rate. If installment payments are agreed and the client misses two consecutive payments, all outstanding amounts become immediately due.

5.4. The client may not withhold payments due to incomplete overall delivery, warranty claims, or complaints.

6. Copyright and Usage Rights

6.1. Programs, copyrights, trademarks, know-how, documentation, and trade secrets disclosed during cooperation remain the exclusive property of the contractor or its licensors. The client receives a right of use only after full payment and exclusively for its own purposes, limited to the hardware specified in the contract and the number of purchased licenses. Distribution by the client is prohibited. Any infringement of the contractor's copyrights may result in claims for damages.

6.2. Copies for archiving and backup purposes are allowed if there are no express prohibitions and all copyright notices remain unchanged.

6.3. Should the disclosure of the interfaces be necessary for the creation of interoperability of the software in question, this must be ordered from the Contractor by the Client against payment of costs. If the Contractor does not comply with this request and decompilation is carried out in accordance with the Copyright Act, the results shall be used exclusively to establish interoperability. Misuse shall result in compensation for damages.

7. Right of withdrawal

7.1. If the agreed delivery deadline is exceeded solely due to the fault or unlawful actions of the contractor, the client has the right to withdraw from the respective order by sending a registered letter. This is only permitted if the contractor fails to deliver the essential parts of the agreed service within a reasonable grace period and if the delay is not caused by the client.

7.2. The contractor is released from its delivery obligations, or may reschedule the agreed delivery date, in cases of force majeure, labor disputes, natural disasters, transport disruptions, or other circumstances beyond its control.

7.3. Cancellations by the client are only permitted with the contractor's written consent. If the contractor agrees to a cancellation, it is entitled to charge a cancellation fee of 30% of the unbilled order value of the overall project, in addition to any services already rendered and costs incurred.

8. Warranty, Maintenance, Modifications

8.1. Warranty claims are only valid if they concern reproducible defects and are submitted in writing within four weeks of service delivery or, in the case of customized software, within four weeks after program acceptance (per section 2.4). In the case of a warranty claim, rectification takes precedence over price reduction or contract cancellation. If the claim is justified, the contractor will correct the defect within a reasonable period, provided the client allows the contractor to take all necessary measures for investigation and resolution. The statutory presumption of defectiveness under § 924 ABGB is expressly excluded.

8.2. Corrections and additions required due to organizational or technical programming deficiencies for which the contractor is responsible will be carried out free of charge before the agreed service is delivered.

8.3. Costs for support, misdiagnoses, and error correction due to issues for which the client is responsible, as well as any other modifications or additions, will be charged separately. This also applies to defect corrections if the client or a third party has made changes, additions, or other interventions in the program. The client agrees to provide online access to the relevant system for error diagnosis and resolution, where technically possible.

8.4. The contractor is not liable for errors, faults, or damage resulting from:

- Improper operation
- Modified operating system components, interfaces, or parameters
- Use of unsuitable organizational resources or data carriers (if prescribed)
- Abnormal operating conditions (e.g., failure to comply with installation and storage requirements)
- Transport damage

8.5. The contractor does not provide any warranty for programs that have been modified by the client's own programmers or by third parties.

8.6. If the order involves modifications or enhancements to existing programs, the warranty only applies to the modifications or enhancements. It does not reinstate or extend the warranty for the original program.

9. Liability

The contractor is liable for damages only within the limits set by applicable law and only if intent or gross negligence can be proven. Liability for slight negligence is excluded. To the extent permitted by law, the contractor is not liable for consequential damages, financial losses, unrealized savings, loss of interest, or claims by third parties against the contractor.

10. Data Privacy and Confidentiality

The contractor shall ensure that its employees comply with the provisions of Section 15 of the Data Protection Act.

However, the contractor reserves the right to name the client in general advertising to highlight its activities and to present the client as a reference in presentations and acquisition efforts.

11. Miscellaneous

If any provision of this contract is or becomes invalid, the validity of the remaining provisions shall remain unaffected. The parties agree to cooperate in good faith to find a replacement provision that comes as close as possible to the original intent.

12. Final Provisions

Unless otherwise agreed, the statutory provisions applicable between registered traders shall apply exclusively under Austrian law, even if the order is executed abroad.

Any disputes shall be subject exclusively to the local jurisdiction of the competent court at the contractor's place of business. For sales to consumers under the Consumer Protection Act, the above provisions shall apply only insofar as they do not conflict with mandatory consumer protection regulations.