

General Terms and Conditions of TEC-IT Datenverarbeitung GmbH

Valid from September, 4th 2026

1 Seller

Seller is defined as the following legal entity:

Company Name	TEC-IT Datenverarbeitung GmbH
Legal Form	Private limited liability company (GmbH - Gesellschaft mit beschränkter Haftung)
Address	Hans-Wagner-Strasse 6, A-4400 Steyr, Austria/Europe Tel.: +43-7252-72720, Fax: +43-7252-72720-77
Principal Office	See above for address
Contact Person	Oliver Kratochwil
Requests	For information and complaints contact office@tec-it.com
Chamber Affiliation	Member of The Austrian Federal Economic Chamber, specialized group "Management consultation and information technology"
Authority acc. ECG	Municipal authorities of the city STEYR
Registration Court	Landes- und Handelsgericht Steyr
Commercial Register Number	HRB FN144270m
Value Added Tax ID.	ATU45545502
Commerce Regulations	Austrian trade regulations (www.ris.bka.gv.at)
Medium Owner and Publisher	TEC-IT Datenverarbeitung GmbH (see above for address)
Subject	Services in data processing, software development and IT consultation
Managing Directors	Oliver Kratochwil, Dietmar Heinzlreiter, Dieter Klausner (see above for address)
Voluntary Code of Behavior	E-Commerce Trust Mark (www.guetezeichen.at)
Business Languages	German (primary), English
Conciliation Committee	The seller accepts the following authority as extrajudicial conciliation committee: Internet Ombudsmann, Margaretenstr. 70/2/10, A-1050 Wien (www.ombudsmann.at)

2 Scope and Validity of Contract

All orders and agreements are only then legally binding, when they have been signed by an authorized representative of the seller and they obligate only to the extent set forth in the order confirmation. Purchasing terms and conditions of the buyer are hereby excluded for the legal transaction subject of this contract and the entirety business relationship. All offers are subject to change without notice.

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3 Performance and Inspection

3.1 The subject of an order can be:

- Development of an organizational plan
- Macro- and micro-analyses
- Creation of custom-designed programs
- Delivery of library (standard) programs
- Acquisition of usage-rights for software products (licenses)
- Acquisition of exclusive rights to use and to exploit software products
- Subscription to online services ("Software as a Service" – SaaS)
- Support at system start-up / change management
- Advisory services via telephone, email or instant messaging
- Program maintenance
- Creation of program and data media
- Other services

3.2 Individual organizational plans and programs shall be elaborated in line with the type and scope of the information, documents and accessory aids which have been made available in toto by the buyer. Included are customary test data as well as the opportunity to test to the necessary extent, which the buyer shall make available on a timely basis, during normal business hours, and at his expense. The responsibility for data backups lies with the buyer.

3.3 The basis for creating custom-designed programs shall be the written description of services that either are provided by the buyer or that the seller writes up, at charge to the buyer, on the basis of documentation and information provided to him by the buyer. This description of services is to be inspected by the buyer for correctness and completeness and is to be initialed by him as a sign of his assent. Requests for modifications which are made thereafter can result in separate deadline and price agreements.

3.4 For individually created software or program adaptations, it is required that each program be accepted by the buyer at the latest four weeks after delivery by the seller. This acceptance will be confirmed by the buyer (inspection for correctness and completeness in line with the description of services accepted by the seller on the basis of the test data made available to him, as described in 3.2). Should the buyer allow four weeks to pass without accepting the program, the delivered software shall be deemed to have been accepted as at the last day of the stated time period. If the buyer uses the software in live or productive operations, the software is thereby deemed to have been accepted by the buyer. Possible defects – deviations from the written description of services – are to be reported to the seller with sufficient supporting documentation. The seller shall make efforts to correct the defects as quickly as possible. If there are serious defects that have been reported in writing, i.e., if live or productive operations have not commenced or cannot be continued, a renewed acceptance of the work following correction of the deficiency is required. The buyer does not have the right to refuse software because of immaterial defects.

Should it prove in the course of the work to be impossible, actually or legally, to complete the order in line with the description of services, the seller is obliged to notify the buyer immediately. If the buyer does not change the description of services accordingly or creates the conditions that an execution becomes possible, the seller may reject performance of the order. If the impossibility of the execution is due to an omission on the part of the buyer or a subsequent change of the description of services by the buyer, the seller is entitled to withdraw from the order. The costs and expenses incurred up to then for the work of the seller as well as any dismantling costs shall be reimbursed by the client.

3.5 When ordering library (standard) programs, usage rights for software products (licenses) or subscriptions to online-services, the buyer confirms by virtue of the order his knowledge of the scope of performance of the ordered programs or subscriptions and accepts the appropriate license agreement and terms of use. Without special agreement, the seller does not guarantee the buyer minimum service quality (such as guaranteed response, availability or service times) when ordering online-services (SaaS).

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3.6 The shipment of program and data media, documentation, and description of services shall be at the expense and risk of the buyer. Should the buyer wish further training and elucidation, these will be billed separately. Insurance will be taken out only at the request of the buyer.

4 Online Orders

4.1 The product presentations in the online shop of the seller are used to submit a purchase offer. By clicking on the button [BUY NOW], the buyer submits a binding purchase offer. The seller confirms the receipt of the purchase offer immediately by an automated e-mail.

4.2 The order is accepted either by delivery or by sending a separate e-mail with the contents of the contract. The contract is concluded at the latest with provision of the license or access data.

4.3 If the order confirmation contains typographical or printing errors or if the price determination is due to technical reasons erroneous, the seller is entitled to challenge the order. Already made payments will be refunded to the buyer.

4.4 The contract is saved by the seller. Upon request, the text of the contract will be sent to the buyer by e-mail.

4.5 All information required for an order or for the conclusion of a contract must be complete and correct and always up to date. The seller is entitled to make the acceptance of a purchase offer dependent on a suitable proof of identity and / or proof of the business ability of the buyer.

5 Subscriptions

5.1 Subscriptions are concluded for a period of one year from the conclusion of the contract (minimum term of contract). The term will be extended automatically for another year if the subscription is not terminated in writing (by fax, mail or e-mail) at the latest 4 weeks before the end of the reference period. For the preservation of the deadline, the receipt of the termination by the seller is decisive.

5.2 The seller may terminate the subscription in writing (by fax, post or e-mail) with three months' notice without giving reasons.

5.3 At the end of the minimum term of contract, the seller is entitled to increase the price of the subscription. The seller will inform the buyer of any price increase with a reasonable deadline, expressly granting the possibility of opposition and contract termination. In the event of an objection, the seller is entitled to terminate the subscription for good cause.

5.4 The total price for the duration of a subscription must be paid in advance. In the case of termination by the buyer, there will be no (even partial) refund of subscription fees.

5.5 In the course of payment, the buyer may store a means of payment and release it for further use. If he releases a means of payment, the total price payable in advance for the respective following contract period in accordance with point 5.4 is collected via this means of payment, without any further action by the buyer being required.

Payment processing and the storage of payment data are carried out by the payment service provider engaged by the seller. The seller does not himself store complete payment data.

If the buyer does not release a means of payment, payment against invoice remains applicable.

For subscriptions, the provisions of this point take precedence over the payment term in accordance with point 8.1.

5.6 The buyer is informed of every forthcoming collection; the invoice is provided to him electronically for this purpose. In the case of collection by SEPA direct debit, the pre-notification period stated in the SEPA direct debit mandate applies in addition.

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5.7 If a collection fails, the payment obligation in accordance with point 5.4 remains unaffected. The seller is entitled to repeat the collection or to invoice the outstanding amount. Costs arising from a failed collection for which the buyer is responsible, in particular return debit fees, are borne by the buyer.

If the amount remains outstanding after expiry of a reasonable grace period, the seller is entitled to suspend performance until receipt of payment.

5.8 The buyer may revoke the release of the means of payment at any time with effect for future collections; he may revoke a SEPA direct debit mandate at any time.

The revocation terminates neither the subscription nor the payment obligation. The termination provision in accordance with point 5.1 and the due date in accordance with point 5.4 remain unaffected; the total price due in each case is then to be paid against invoice.

6 Prices, Taxes and Fees

6.1 All prices are quoted in the indicated currency excluding VAT. They are valid only for the present order. The quoted prices are ex business domicile or branch office of the seller. The seller ships according to Incoterms 2000 EXW. The costs of physical program and data media as well as any contract fees shall be billed separately.

6.2 In the case of orders made in the seller's online shop, the list prices valid on the day of the order apply.

6.3 All other services (organizational consulting, programming, training, change management, advisory services, etc.) will be charged at the rates in effect on the day the services are performed. Deviations from a time expenditure on which the contract price is based, which are not the fault of the seller, will be charged according to actual expenditure.

6.4 The costs for travel, per diem, and overnight accommodation costs shall be invoiced separately to the buyer according to the valid respective rates. Travel time is to be considered as work time.

7 Delivery Dates

7.1 The seller is to endeavor to keep as closely as possible to the agreed dates for completion of the order. Orders made in the seller's online shop will be processed promptly, no later than the following working day.

7.2 The targeted completion dates can only be met if the buyer makes available to the seller in full all the necessary preliminary work and documents on the dates established by the seller, in particular the description of services as accepted by him in accordance with point 3.3, and if the buyer fulfills his obligation to cooperate to the extent necessary. Delays in delivery and cost increases caused by incorrect, incomplete or subsequently changed information or supporting documentation made available are not the responsibility of the seller and cannot result in seller's default in delivery. Resulting additional costs are borne by the buyer.

7.3 In the case of orders that encompass a number of units or programs, the seller is entitled to make partial deliveries and to submit partial invoices.

7.4 The seller reserves the right to deliver only against prepayment (proforma invoice).

8 Payment

8.1 The invoices submitted by the seller, inclusive of sales tax, are payable at the latest 14 days from receipt of the invoice without any deductions and free of charges. For partial invoices, the terms of payment for the entire order apply analogously.

8.2 Where orders encompass a number of units (e.g., computer programs and/or training sessions, completion in stages), the seller is entitled to submit an invoice after the delivery of each unit or service.

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8.3 Non-compliance with the agreed payments entitle the seller to discontinue the ongoing work and to withdraw from the contract. All associated costs and the loss of profits are to be borne by the buyer. In case of delayed payment, interest on payment in arrears will be charged. The interest rate for consumers (private customers) is 4%, for all other customers it is 8% above the base rate of the Austrian National Bank (ÖNB). In case two consecutive installments are not paid on time, the seller has the right to enforce non-compliance and to call accepted drafts.

8.4 The buyer is not entitled to withhold payment because of incomplete delivery, guarantee or warranty claims, or complaints.

9 Copyright and Use

9.1 The seller or his licensors are entitled to all copyrights on the agreed services (programs, documentation, etc.). The buyer obtains only the right to use the software or the online-service after payment of the agreed remuneration strictly for his own purposes, as specified in the contract. Unless otherwise specified, the present contract acquires merely the authorization to use the software. A distribution of the product by the buyer is excluded under copyright law. The buyer does not by virtue of participating in the production of the software or the online service acquire any rights beyond its use as set forth in this contract. Any infringement of the copyrights of the seller will result in the right to claim damages, in which case the seller is entitled to full satisfaction.

9.2 The buyer is permitted to make copies for archival and data backup purposes only on condition that the software does not contain an express prohibition on the part of the licensor or a third party and that all notices of copyright and ownership are transferred unchanged into these copies.

9.3 Should the disclosure of the interfaces be necessary to produce the interoperability of the software covered by this contract, the buyer is to request this of the seller with remuneration of costs. If the seller does not comply with this stipulation and decompilation follows in accordance with copyright law, the results are to be used exclusively for the production of interoperability. Misuse will result in claims for damages.

9.4 Custom-designed or library (standard) programs of the seller may make use of open source software. Detailed information regarding the use of open source software is available in the documentation of the program in question.

10 Warranty

10.1 The seller warrants that the software will perform the functions described in the associated documentation, provided that the software is operated under the specified operating conditions in accordance with the documentation.

Conditions for the elimination of errors are, that a) the buyer sufficiently describes the error and this can be determined for the seller; b) the buyer provides the seller with all documents required for error correction; c) the buyer or a third party attributable to him has not interfered with the software; and d) the error is reproducible by the seller.

In the case of warranty, improvement takes precedence over price reduction or rescission. In the case of a justified complaint, the defects are remedied within a reasonable period, whereby the buyer is to make available to the seller all measures required by the latter to investigate the problem and remedy the defects.

The presumption of defectiveness in accordance with § 924 ABGB is excluded.

Revisions and additions, which, before the agreed work is handed over, prove to be necessary because of organizational deficiencies or technical deficiencies in the program, and for which the seller bears responsibility, are to be carried out free of charge by the seller.

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10.2 The costs for support provided, fault diagnosis and troubleshooting that are the responsibility of the buyer, as well as other corrections, changes and additions are carried out by the seller against set-off. This also applies to the rectification of errors when program revisions, additions or other interventions have been carried out by the buyer himself or by third parties.

10.3 Furthermore, the seller assumes no warranty for defects, failures or damages due to improper use, changed operating system components, interfaces and parameters, the use of inappropriate organizational resources and data carriers, insofar as these are stipulated, unusual operating conditions (in particular deviations from the installation and storage provisions) and due to transport damage.

10.4 Insofar as the subject of the order is the revision or supplementation of existing programs, the warranty covers the revision or supplementation. The warranty for the original program does not thereby again come into effect.

10.5 Warranty claims expire six (6) months after handover.

11 Liability

11.1 The seller is liable to the buyer for damages demonstrably caused by him only in case of gross negligence. This also applies mutatis mutandis to damages caused by third parties engaged by the seller. In the case of culpable personal injury, the seller is liable without limitation. Liability for slight negligence is excluded.

11.2 Liability for indirect damages - such as lost profits, unrealized savings, loss of interest, costs associated with business interruptions, data loss or damage from claims of third parties - is expressly excluded.

11.3 Claims for damages expire in accordance with the statutory provisions, but no later than one year after knowledge of the damage and the perpetrator.

11.4 If the seller performs the work with the help of third parties and in this connection warranty and / or liability claims arise against these third parties, the seller assigns these claims to the buyer. In this case, the buyer will primarily hold to these third parties.

11.5 If data backup is expressly agreed as a service, the liability for the loss of data is not excluded from point 11.2, but limited for the restoration of the data up to a maximum of 10% of the order amount per claim, maximum EUR 1500,--. Further than the warranty and damage claims of the buyer mentioned in this contract - for whatever legal reason - are excluded.

12 Loyalty

The parties to the contract obligate themselves to reciprocal loyalty. They will not hire away staff or employ, including by way of third parties, staff of the other party to the contract who have worked on the realization of the projects, during the duration of the contract or for 12 months after the end of the contract. A party to the contract in violation of this clause is obliged to pay lump-sum damages in the amount of one annual salary of the employee.

13 Privacy

13.1 The seller obligates his employees to observe the provisions of §6 of the Data Privacy Law.

13.2 Buyer's information will not be disclosed to third parties unless the seller is required to do so by law or the information is required for accounting, business relationship maintenance, order processing or for the execution of the contract.

13.3 The terms of use and privacy policies applicable to the seller's websites and online services are available on the respective websites.

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14 Other

Should individual terms of this contract be or become inoperative, this will not affect the remaining terms of this contract. The parties to the contract will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

15 Concluding Terms

Insofar as not otherwise agreed, the statutory regulations applicable to registered merchants are exclusively those in force under Austrian law. This is the case also when the order is carried out outside of Austria. In case of conflict, it is agreed that only the responsible local court in the seller's place of business has jurisdiction, therefore the court of the City of Steyr (Austria) is agreed explicitly. For sales to consumers within the meaning of the consumer protection law, the above terms are valid only insofar as the consumer protection law does not insist on other conditions.

Place of performance is Steyr (Austria).

The German edition of document is the binding one; in case of different interpretations the General Terms and Conditions in German overrules all other editions.

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