

General Terms and Conditions

effective from: 01.07.2023

1 Imprint

Information according to §5 of the Austrian E-Commerce Act (ECG):

Septisys GmbH

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Media owner, editor and publisher:

Septisys GmbH

Place of jurisdiction: 9020 Klagenfurt, Austria
Commercial register number: 606390 a
VAT number: ATU79523605

Supervisory authority: District authority St. Veit an der Glan
Legal regulations: Trade regulation act (www.ris.bka.gv.at)
Memberships: Carinthian board of trade
Profession: Management, consulting and information technology

Branch of industry:

- Services in the field of automated data processing and information technology
- Commercial trade with the exception of regulated commercial trade

Line of business:

- Management, consulting and information technology
- Commercial trade – e-commerce company

The General Terms and Conditions of Septisys GmbH apply, which are available from www.septisys.com.

All deliveries remain in the property of Septisys GmbH until full payment is received.

In case of conflict, it is agreed that only the responsible local court in Septisys GmbH's place of business has jurisdiction.

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 **Septisys GmbH** and they obligate only to the extent set forth in the order confirmation. The terms and conditions of the buyer are invalid for the legal transaction which is the subject of this contract, as well as for the entirety of our business relations. All offers are subject to change without notice.

3 Performance and Inspection

3.1

The subject of an order can be:

- Telephone advisory service
- E-mail advisory service
- IT maintenance
- IT support
- Takeover of administrative tasks
- Other services

3.2

Should it prove in the course of the work to be impossible, actually or legally, to complete the order in line with the performance specifications, it is the responsibility of **Septisys GmbH** immediately to inform the buyer thereof. If the buyer does not change the performance specifications accordingly or create the conditions to make completion of the order possible, **Septisys GmbH** can reject performance of the order. If the impossibility of carrying out the order is due to an omission on the part of the buyer or to a later change by the buyer in the performance specifications, **Septisys GmbH** is entitled to withdraw from the order. The buyer is to reimburse **Septisys GmbH's** costs and fees that have come due for the work as well as any dismantling costs.

3.3

The shipment of program carriers, documentation, and performance specifications shall be at the 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 Prices, Taxes and Fees

4.1

All prices are in Euro (€) and do not include sales tax. They are valid only for the present order. The quoted prices are ex business domicile of **Septisys GmbH**.

Any contract fees shall be billed separately.

4.2

Services (advisories, maintenance, support, ...) will be charged at the rates in effect on the day the services are performed. Deviations from the amount of time calculated as being required for the work (which serves as the basis for the price calculation) and which **Septisys GmbH** is not responsible for, shall be charged according to the actual time spent.

4.3

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

5 Delivery Dates

5.1

Septisys GmbH is to endeavour to keep as closely as possible to the agreed dates for completion of the order.

5.2

The targeted completion dates can only then be met if the buyer makes available to **Septisys GmbH** in full, on the dates established by **Septisys GmbH**, all the necessary preliminary work and documents, especially the performance specifications accepted by him, and if the buyer fulfils his obligation to cooperate to the extent required. Delays in delivery and cost increases that result from incorrect, incomplete, or subsequently changed data and information or documentation provided, are not the responsibility of **Septisys GmbH** and cannot result in **Septisys GmbH** being in default of delivery. Additional costs so arising are to be borne by the buyer.

5.3

In the case of orders that encompass a number of units, **Septisys GmbH** is entitled to make partial deliveries.

6 Payment

6.1

The invoices submitted by **Septisys GmbH** for advisories, maintenance, support and any other services, exclusive 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 obtain analogously.

6.2

In the case of orders that encompass a number of units or programs, **Septisys GmbH** is entitled to submit an invoice after the delivery of each unit or service.

6.3

Payment on the agreed-upon dates is an essential condition for delivery and for fulfilment of the contract by **Septisys GmbH**. Failure on the part of the buyer to comply with the agreed payment schedule entitles **Septisys GmbH** to discontinue current work and to withdraw from the contract. All costs connected therewith as well as loss of profit are to be borne by the buyer.

In case of delayed payment, interest on payment in arrears will be charged at customary bank rates. In case two consecutive instalments are not paid on time, **Septisys GmbH** has the right to enforce non-compliance and to call accepted drafts.

6.4

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

6.5

In case the rate of inflation increases more than 5% after the offer has been provided, **Septisys GmbH** has the right to increase the price of the invoice pursuant to the rate of inflation.

7 Right of Cancellation

7.1

Should the agreed-on date of a delivery be exceeded due solely to the fault or the unlawful conduct of **Septisys GmbH**, the buyer is entitled to cancel the contract in question by registered letter if essential parts of the agreed service are not performed within a reasonable grace period and the buyer is in no way at fault.

7.2

Force majeure, work conflicts, natural catastrophes, and transportation stoppages, as well as other circumstances that cannot be influenced by **Septisys GmbH** relieve **Septisys GmbH** of the obligation to deliver or permit it to re-determine the agreed delivery period.

7.3

Cancellation by the buyer is only possible with the written agreement of **Septisys GmbH**. If **Septisys GmbH** agrees to the cancellation, it is entitled to charge not only for services rendered and accrued costs, but also a cancellation fee that represents 25% of the value of the total order not yet settled.

8 Warranty, Maintenance, Alterations

8.1

Warranty is given for 90 days from day of delivery. Notices of defects are valid only if they concern defects that are reproducible and if they are submitted within 4 weeks after delivery of the agreed service and documented in writing. If the notice of defects is justified, the defects are to be remedied within an appropriate period of time, and the buyer is to make available to **Septisys GmbH** all measures required by it to investigate the problem and remedy the defects.

The reversal of the burden of proof, i.e. the obligation of **Septisys GmbH** to prove its innocence for the defect, is excluded.

8.2

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 **Septisys GmbH** bears responsibility, are to be carried out free of charge by **Septisys GmbH**.

8.3

The costs for support provided, diagnosis of errors, remedying defects and failures that are the responsibility of the buyer, as well as other corrections, revisions and additions are to be carried out by **Septisys GmbH** and the costs charged to the buyer. This is also the case for the remedying of errors when changes, additions or other interventions have been carried out by **Septisys GmbH** himself or by a third party.

8.4

Furthermore, **Septisys GmbH** assumes no warranty for defects, failures or damages that are due to improper use, altered components in the operating system, interfaces and parameters, the use of inappropriate organizational resources and data carriers, insofar as these are stipulated, unusual operating conditions (particularly deviations from the installation and storage provisions) or damage during shipment.

9 Liability

Septisys GmbH undertakes to proceed with the greatest care when providing services, but is not liable for services provided or obtained from third parties. **Septisys GmbH** is liable for damages insofar as intent or gross negligence can be proven, within the framework of statutory regulations. Liability is excluded in case of slight negligence.

10 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.

11 Protection of Data Privacy, Nondisclosure

Septisys GmbH obligates its employees to observe the provisions of §15 of the Data Privacy Law and EU-guidelines of Data Privacy.

I agree that **Septisys GmbH** will forward my data (name, e-mail, address, ...) to its partners for support and marketing purposes and/or that **Septisys GmbH** will use my data on its own.

12 Other

12.1

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 economically approximates as nearly as possible the inoperative terms.

12.2

The terms and conditions are available for download as PDF-document also: [Terms and Conditions](#)

Free software for opening and printing of a PDF-document: Adobe Acrobat Reader ([Download](#))

13 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 **Septisys GmbH's** place of business, which is the local court of the city of Klagenfurt, has jurisdiction. 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.

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