

General terms and conditions of tedico GmbH
Bahnhofstraße 19a, 6830 Rankweil, Austria
FN 533168x, Company Register of Feldkirch

1. General

The following general terms and conditions apply to all services and deliveries of our company, which is hereinafter referred to as "tedico".

Tedico shall not be bound by conflicting conditions, in particular not by conditions of the contracting party; this also applies if tedico has not expressly disputed such conditions or if tedico accepts an offer from the contracting party.

2. Offers

Offers from tedico are non-binding. Unless otherwise agreed in individual cases, cost estimates are made without guarantee and are subject to a fee.

3. Conclusion of contract / subject matter of contract

The contract is deemed concluded when tedico issues a written order confirmation. The scope of the order results from this.

4. Place of performance

Tedico may provide the services on its premises or at another location. In the latter case, tedico may claim travel expenses.

5. Billing

Services are billed according to the hours worked and documented. Billing takes place monthly, at the latest after acceptance. Tedico's working hours are rounded up to the nearest 15 minutes.

Travel expenses:

Tedico may charge a daily allowance and a mileage allowance in accordance with the tax-free rates under the collective agreement applicable to tedico (employees of companies in the field of services in automated data processing and information technology, as amended, on the billing date). Overnight stays, travel expenses, air travel, etc. shall be either paid directly by the contracting party or charged by tedico according to the receipt.

Travel time shall be charged at cost and is not part of the defined scope of services. These expenses shall be charged immediately after completion of the trip and are subject to the payment terms listed below.

6. Payment terms

- 6.1. Unless otherwise agreed, invoices are to be paid net within 14 days in the currency in which they are made out. This period begins to run on the date of the invoice.
- 6.2. If an invoice is not paid within 14 days, tedico will charge commercial clients interest of 9.2% per annum above the base interest rate according to section 456 of the Austrian Commercial Code (Unternehmensgesetzbuch, UGB) and will charge consumers 4% per annum, both from the invoice date.
- 6.3. In the event of a default in payment, the contracting party shall be responsible for all reminder and collection fees, as well as related legal costs.
- 6.4. The contracting party may not withhold payment or offset their own claims against tedico, whether legitimate or only presumed.

7. Contract implementation

- 7.1. Both parties to the contract shall provide the other with all information that is necessary for the fulfillment of the order and the safe use of the products and services in a timely, accurate and complete manner. Each party is responsible for the accuracy of their information. Changes or corrections shall be communicated to tedico immediately in writing or documented in some other form.
- 7.2. The written description of services, which tedico prepares against a fee on the basis of the documents and information made available to it or which the contracting party provides, shall be the basis for the creation of individual software. The contracting party shall check this service description for correctness and completeness and shall initial it to mark approval. Later requests for changes can be the basis of separate deadline and price agreements.
- 7.3. Subsequent change requests by the contracting party shall be agreed separately. Tedico is under no obligation to make any updates or other changes. Tedico is also under no obligation to point out the need for changes and/or updates.
- 7.4. Acceptance:
Unless otherwise agreed in the respective order, acceptance of tedico's services shall take place immediately after completion. The contracting party itself shall check all the services rendered. Unless otherwise agreed in the respective order, the contracting party shall carry out the acceptance procedure within four weeks. The order shall be deemed accepted after these four weeks at the latest, or earlier if the software is used commercially. The contracting party may not refuse acceptance due to minor defects that do not impair the function of the software.
- 7.5. Complaints:
The contracting party shall report any defect immediately in writing.
- 7.6. Acceptance of a Sprint or completed project shall be binding. The acceptance shall include the source code, the functionality, and the documentation of the supplied software component.

8. Warranty

- 8.1. Tedico warrants that the software it develops complies with the requirements as specified in the respective order. In addition, tedico guarantees compliance with the recognized rules of technology.
- 8.2. The warranty period is 12 months from acceptance. A warranty claim presupposes that the contracting party reports any defect immediately.
- 8.3. Tedico does not guarantee that the software is free of defects in the event that the contracting party makes an unauthorized change to the software, i.e., without the consent of tedico.
- 8.4. Tedico shall only be liable in the case of intent and gross negligence. The amount of liability is limited to the sum insured under the liability insurance policy taken out by tedico.
- 8.5. Liability for consequential damages is excluded in any case.

9. Property rights

As the author of the software developed within the scope of the order, tedico grants the contracting party a transferable, irrevocable and unlimited permission to use the work for all currently known types of use. This does not apply to rights that tedico has acquired outside of this order and uses to carry out the order.

If tedico acquires another intellectual property right from its contractual services, tedico also grants all usage permits to the contracting party insofar as tedico itself is the owner of the rights and is authorized to pass on these rights.

10. Third party software components

Insofar as the software was not produced by tedico, the license terms of the respective software manufacturer shall apply. Third-party components shall only be used if they are approved and provided by the contracting party. The contracting party shall indemnify and hold tedico harmless with regard to the use of third-party components.

11. Withdrawal

The contracting party may only cancel with the written consent of tedico. If tedico agrees to a cancellation, tedico may charge a cancellation fee of 30% of the total project value that has not yet been invoiced, in addition to the services provided and any costs incurred.

Tedico may withdraw from the contract at any time if circumstances in the sphere of the contracting party justify the assumption that the latter will not be able to fulfill its payment obligations under the contract, in particular in the event of the initiation of enforcement or insolvency proceedings or billing protests against the contracting party. Tedico may also withdraw if these circumstances already existed at the time of conclusion of the contract.

12. Privacy

Personal data, in particular data about companies, customers and employees, may be processed by tedico insofar as this is necessary for completing provision of the services. Both contracting parties shall comply with data protection laws and regulations and shall fulfill the appropriate organizational and technical requirements. Each contracting party is responsible for reliably backing up their own data and the data required to provide the service.

13. Place of performance, place of jurisdiction, applicable law

The place of performance is the registered office of tedico. The competent court at the registered office of tedico shall have exclusive jurisdiction to decide on all disputes arising under the contract, including those about its existence or non-existence, insofar as this place of jurisdiction with respect to consumers can be agreed. The contract is subject to Austrian law to the exclusion of the UN Sales Convention and the conflict-of-law rules.