

General Terms and Conditions (T&Cs) of avasis austria GmbH

1. Scope of application

- 1.1. These T&Cs apply to all consulting and IT services of avasis austria GmbH (hereinafter: avasis) as well as to the provision of software.
- 1.2. The provision of software may be subject to separate license terms issued by the respective software vendor, which may contain provisions that deviate from and take precedence over these T&Cs, in particular with regard to warranty and usage rights as well as liability.
- 1.3. The customer's general terms and conditions may only become part of the contract if and to the extent that avasis has expressly agreed to their validity, at least in text form (on paper or a durable medium). This requirement of consent applies in any case, for example, even if the customer refers to its T&Cs in the context of the order and avasis does not expressly object to them.

2. Conclusion of contract

- 2.1. The contract between the customer and avasis is concluded as soon as the customer accepts avasis's offer, at least in text form (on paper or a durable medium). Changes to avasis's offer by the customer constitute a counteroffer by the customer and require avasis's express consent, at least in text form. Unless otherwise stated in the offer, avasis is bound to offers for a period of 30 days. Catalogs, technical documentation, other product descriptions or documents, including in electronic form, are non-binding.
- 2.2. The customer's order is deemed a binding contractual offer. Acceptance can be either explicit (e.g. by order confirmation) or by performing the service.
- 2.3. If the scope of services provided by avasis changes due to technical and/or legal changes, avasis reserves the right to adjust services and prices accordingly.
- 2.4. Verbal collateral agreements are not valid unless they are confirmed by avasis, at least in text form (on paper or a durable medium).

3. Consulting and IT services

- 3.1. In particular, avasis provides services in relation to third-party software such as process consulting and data transfer, installation, set-up, customer-specific adaptations, training, and support services (non-exhaustive list).
- 3.2. Contracts between the customer and avasis regarding consulting and IT services are service contracts within the meaning of Section 1153 et seq. ABGB; no success is owed.
- 3.3. The specific services provided by avasis are set out in the respective offer (Statement of Work, SOW) and/or individual order.
- 3.4. Deviations from the contract may occur within the scope of the specific execution of the order, whether at the customer's request or on the recommendation of avasis. In such cases, avasis will inform the customer of such changes to deadlines and costs. All deviations from the original contract are subject to the customer's consent in text form. Excluded from this are changes to methods and procedures as a result of legal or technical standards and errors in descriptions or prices, which are expressly reserved. avasis will inform the customer of such deviations as soon as possible. avasis is entitled to have the contractually agreed services provided in whole or in part by third parties.

4. Sale and rental of software

- 4.1. Software is usually provided by giving the customer access to the Siemens Support Center, where they can download the ordered software products.
- 4.2. The customer is responsible for the proper installation and commissioning of the software supplied by avasis, unless otherwise agreed or unless the nature of the legal relationship dictates otherwise.
- 4.3. The license agreement of the respective software manufacturer (avasis or a third party) applies to the use of software.
- 4.4. In the case of third-party software, avasis is not a party to the contract between the customer and the third party. Liability on the part of avasis for third-party software is therefore excluded. This applies even if support or warranty services are provided by avasis on behalf of the third party.

5. Support services

- 5.1. If the provision of support services has been agreed between the customer and avasis, the customer is required to consult the relevant documentation before submitting a support request.
- 5.2. Support services are only provided once productive operation has commenced; no support is provided for the provision of test environments.

- 5.3. The customer has the option of submitting an error message, query, or request for improvement via avasis' own ticket system. In addition, avasis offers hotline/telephone support in German and English during office hours between 08:00 and 11:45 and between 13:30 and 17:00.

6. Obligations and cooperation of the customer

- 6.1. The customer is obligated to provide avasis with the information and access necessary for the provision of the service free of charge, in particular the necessary network and system access and, if necessary, appropriate premises for the performance of the contractual services.
- 6.2. The customer will name one or more contact persons to avasis who will provide the information required to fulfill the contract free of charge, who will be available to answer questions and provide further information, and who are authorized to make the necessary decisions themselves or to bring them about immediately.

7. Early termination of contract

- 7.1. If the contractual relationship is terminated prematurely for reasons for which avasis is not responsible, avasis is entitled to demand cancellation costs of 20% of the contractually agreed net remuneration plus statutory value-added tax for the contractually agreed but not yet performed work from the customer without proof. Claims for compensation for services already rendered and/or for damages remain unaffected by this. Both the customer and avasis are entitled to prove lower or higher damages.
- 7.2. The provision in Clause 7.1. also applies in particular in the event of termination by the customer in accordance with Section 1168 ABGB.

8. Remuneration and terms of payment (consulting and IT services)

- 8.1. Services are invoiced to the customer on a monthly basis at the hourly or daily rates agreed in the respective individual order/order confirmation. Accordingly, total prices for services are approximate or estimated values and represent neither a fixed price nor a binding price quotation. Unless otherwise specified in the individual order, at least in text form (on paper or a durable medium), prices are exclusive of all applicable taxes and duties and exclusive of travel costs and expenses. Prices for training courses are fixed prices.
- 8.2. Travel costs and expenses are not included in the agreed hourly rates. The following tariffs apply:
 - Travel time: EUR 120.00/hour (plus VAT)
 - Car expenses: EUR 0.45/km (plus VAT)
 - Rail travel expenses: Ticket price for 1st class
 - Flight expenses: Ticket price Economy (Europe)
Ticket price Business (Intercontinental)

All other expenses (restaurant, hotel, cab, etc.) will be charged according to receipts.

- 8.3. For expressly ordered work outside normal working hours (Mon. to Fri. from 08:00 to 17:00) avasis may charge a surcharge of 50%, and a surcharge of 100% on Sundays and public holidays.
- 8.4. Remuneration and expenses are due 20 days after invoicing without any deductions. If this payment deadline is not met, the customer will be in default without any further reminder.
- 8.5. In the event of default, the customer will owe default interest at the respectively applicable statutory default interest rate.
- 8.6. If the customer is in arrears with payments, avasis is entitled to suspend services until the due invoices have been paid. Deadlines therefore cannot be adhered to or considered binding.
- 8.7. avasis reserves the right to provide services only after advance payment by the customer.

9. Remuneration and terms of payment (sale and rental of software products)

- 9.1. Software licenses are invoiced upon delivery. Prices from third-party providers are subject to change.
- 9.2. Payments are due 20 days after invoicing and without any deductions. If this payment deadline is not met, the customer will be in default without any further reminder.
- 9.3. In the event of default, the customer will owe default interest at the respectively applicable statutory default interest rate.
- 9.4. avasis reserves the right to provide deliveries and services only after advance payment by the customer.

10. Dates

- 10.1. Dates specified by avasis are approximate and are not binding commitments, unless they are expressly designated as binding dates.
- 10.2. If avasis is waiting for cooperation or information from the customer or is prevented from providing the service due to force majeure or other circumstances beyond its control, execution deadlines will be extended accordingly. Clause 13.4 applies accordingly.

11. Inspection, obligation to inspect and give notice of defects

- 11.1. The customer must inspect the services provided immediately after the respective project completion or partial project completion and notify avasis of any defects within 14 calendar days after the respective project completion or partial project completion and provide a concrete description of the defects to avasis, at least in text form (on paper or a durable medium).
- 11.2. In the case of installation services, the customer must test the installed software immediately. In the case of purchased software, the customer has a duty to inspect and give notice of defects in accordance with Section 377 UGB (Austrian Commercial Code).
- 11.3. avasis is entitled to ask the customer to inspect parts of the project that can be separated by natural means.

12. Warranty

- 12.1. avasis does not make any compatibility promises, in particular due to the complexity and diverse application possibilities of software products. The customer is responsible for checking the compatibility of software products before purchasing them.
- 12.2. If defects occur in the IT services provided by avasis, the customer must notify avasis immediately, but no later than two weeks after the customer becomes aware of the defect, at least in text form (on paper or a durable medium), and provide a concrete description of the defects.
- 12.3. avasis is obligated to remedy properly reported defects within a reasonable period of time.
- 12.4. The customer is obligated to support avasis to the extent necessary in remedying the defect. In particular, avasis must be provided with all data and information necessary to remedy the defect. Furthermore, avasis must be granted access to the IT environment and the affected programs or program parts if necessary.
- 12.5. Warranty rights are excluded as soon as the customer modifies or interferes with the work performed by avasis, unless the customer proves that this modification or interference is not the cause of the defect.
- 12.6. The limitation period for claims for defects is 12 months from handover in the case of a purchase contract or from acceptance in the case of a contract for work and services, unless avasis has fraudulently concealed the defect or assumed a guarantee. Presumptions according to Section 924 ABGB do not apply. For partial services, the limitation period begins with the handover or acceptance of the respective partial service.
- 12.7. The customer is not authorized to assign their claims against avasis or to transfer rights and/or obligations arising from contracts concluded with avasis to third parties in whole or in part without the consent of avasis. This also applies in particular to warranty claims.

13. Liability

- 13.1. The liability of avasis, including its vicarious agents and assistants, is limited to damages caused intentionally or by gross negligence and to compensation for direct damages. Liability of avasis for indirect damages, in particular loss of profit and other consequential damages, is excluded.
- 13.2. The aforementioned limitation of liability does not apply to damages resulting from loss of life, physical injury or damage to health, or in the event of a breach of material contractual obligations, i.e. those obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer may regularly rely (so-called cardinal obligations). In the event of a slightly negligent breach of material contractual obligations, however, avasis's liability is limited to damages that were typically foreseeable at the time the contract was concluded, up to a maximum of the amount covered by avasis's liability insurance (€1,000,000.00).
- 13.3. avasis is not liable for damages that the customer could have prevented by taking reasonable measures, in particular program/data backup and sufficient product training as well as compatibility checks prior to purchase. In particular, there is no liability for any loss of data in test environments. There is also no liability for the correctness of the data processed in test environments or for damage resulting from the fact that business decisions are based on data from test environments.
- 13.4. Neither party will be liable for any failure to perform or delay in performance of its obligations under this contract to the extent that such failure or delay is due to circumstances beyond their reasonable control

(force majeure), in particular acts of a public enemy, pandemics, epidemics, fires, floods, mobilization, wars, civil unrest, sabotage, accidents, riots, terrorism, blockades, embargoes, storms, explosions, strikes, lockouts, significant operational disruptions (e.g., power supply, internet), late or defective delivery, acts or omissions of governmental bodies, and failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, concessions or permits must be obtained. Each party will make reasonable efforts to minimize the duration and consequences of any failure or delay in performance due to a force majeure event. In this case, the obligations will be suspended until the force majeure and its consequences have been addressed. In the event of force majeure, avasis is not obliged to allow technicians to work at times or in places where their safety or health could be endangered. In the event of force majeure, avasis may choose to withdraw from the contract, provided that it has informed the customer of the impediment.

14. Intellectual property and rights of use

- 14.1. avasis reserves the rights to all work and service results created by it. The rights also extend in particular to the software and to all illustrations, drawings, graphics, calculations, and other documents created by avasis. In the case of third-party software, the vendor's separate license agreement applies. The source code is only owed if this has been expressly agreed at least in text form (on paper or a durable medium).
- 14.2. The customer receives a non-exclusive and non-transferable right of use to all work and service results created by avasis within the scope of the respective individual order. Unless otherwise agreed, the right of use is unlimited in time in the case of a purchased service or work performance; in the case of the provision of software for a fixed term (SaaS), the granting of rights of use is limited to the duration of the contract term.
- 14.3. Any form of giving public access, transfer to third parties, or any other form of exploitation (including licensing/sublicensing) of the copyrighted works of avasis listed under Clause 15.1, as well as the rights of use existing therein, is expressly prohibited and requires the express prior consent of avasis, at least in text form (on paper or a durable medium).

15. Data protection

- 15.1. avasis ensures that it complies with data protection regulations when collecting, processing, and using personal data.
- 15.2. All personal data within the meaning of the General Data Protection Regulation (GDPR), which avasis receives in connection with the conclusion and execution of a contract, will be treated as strictly confidential and will only be used for contractually agreed purposes and for purposes necessary for the execution of the contract.
- 15.3. Customer data that becomes accessible to avasis as a result of a support order, data correction, or client customization is treated confidentially and only made accessible to the employees entrusted with the order.
- 15.4. avasis will obligate all employees who come into contact with customer data in connection with the execution of the contract to maintain data confidentiality.
- 15.5. Provided data carriers will be returned to the customer after the service has been rendered or destroyed immediately by avasis.
- 15.6. On request, avasis offers an order processing contract in accordance with Art. 28 (3) GDPR.

16. Prohibition of set-off and assignment

- 16.1. The customer is not entitled to assign claims arising from this contract to third parties.
- 16.2. Furthermore, the customer is not entitled to offset any claims arising from other contracts or legal relationships with avasis unless these other claims have been recognized by avasis in writing (on paper or a durable medium) in terms of reason and amount or have been legally established.

17. Retention of title

- 17.1. Any goods delivered, especially software, remain the property of avasis until all claims arising from the contractual relationship have been paid in full.
- 17.2. If the customer defaults on payment of the purchase price (objectively or subjectively), avasis is entitled to take back the delivered goods after prior warning and the customer is obligated to surrender the goods.

18. Place of jurisdiction and applicable law

- 18.1. All contractual relationships between the customer and avasis are subject to the laws of the Republic of Austria, excluding the UN Convention

on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules under private international law.

- 18.2. The exclusive place of fulfillment and jurisdiction is, as far as legally permissible, the registered office of avasis.

19. Information by e-mail

- 19.1. avasis reserves the right to use the customer's e-mail address to inform the customer about its own similar goods or services. The customer can object to this use at any time without incurring any costs other than the transmission costs according to the basic rates. The objection can be sent by email to info@avasis.biz or via the unsubscribe link at the end of the email.

20. Final provisions

- 20.1. The T&Cs in the version valid at the time the respective contract is concluded apply exclusively. avasis expressly reserves the right to amend these T&Cs at any time.
- 20.2. If individual or several contractual provisions are or become fully or partially invalid, this will not affect the validity of the remaining provisions of these T&Cs or the agreement as a whole. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that corresponds as closely as possible to the meaning and purpose of the omitted provision in the context of the remaining provisions of the contract. The same applies to any gaps in the contract.

These T&Cs apply from January 01, 2025.