

GENERAL TERMS AND CONDITIONS

for the sale and delivery of organisational and programming services and licences to use software products (B2B)

Edition 2026

1 Scope and validity of the contract

1.1 All orders and agreements are only legally binding if they are signed by the contractor in writing and in accordance with company policy, and are only binding to the extent specified in the order confirmation. The client's terms and conditions of purchase are hereby excluded from the legal transaction in question and the entire business relationship. Offers are generally subject to change.

2 Performance and inspection

2.1. The subject matter of an order may be:

- Development of organisational concepts
- Global and detailed analyses
- Creation of individual programmes
- Delivery of library (standard) programmes
- Acquisition of usage rights for software products
- Acquisition of work usage licences
- Assistance with commissioning (conversion support)
- Telephone consultation
- Program maintenance
- Creation of programme carriers
- Other services

2.2. The development of individual organisational concepts and programmes (where these General Terms and Conditions refer to software, the two terms are synonymous) shall be based on the type and scope of the binding information, documents and aids provided in full by the client. This also includes practical test data and sufficient testing opportunities, which the client shall provide in a timely manner, during normal working hours and at its own expense. If the client is already working in live operation on the system provided for testing, the responsibility for securing the live data lies with the client.

2.3. The basis for the creation of individual programmes or individual adaptations or interfaces is the written service description, which the contractor prepares at a cost based on the documents and information provided to it and makes available to the client. This service description must be checked by the client for accuracy and completeness and marked with its approval. Any change requests made at a later date may lead to separate agreements on deadlines and prices.

2.4. Individually created software or programme adaptations require programme acceptance for the respective programme package no later than four weeks after delivery by the client. This shall be confirmed by the client in a protocol. (e check for accuracy and completeness based on the service description accepted by the contractor using the test data provided in point 2.2). If the client allows the four-week period to elapse without programme

acceptance, the delivered software shall be deemed to have been accepted on the end date of the specified period. If the client uses the software in live operation, the software shall in any case be deemed to have been accepted.

Any defects that occur, i.e. deviations from the written service description, must be reported by the client to the contractor in a sufficiently documented manner, and the contractor shall endeavour to remedy the defects as quickly as possible. If there are significant defects reported in writing, i.e. if real operation cannot be started or continued, a new acceptance is required after the defects have been remedied.

The client is not entitled to refuse acceptance of software due to minor defects.

2.5. When ordering library (standard) programmes, the client confirms with the order that they are aware of the scope of services of the ordered programmes.

2.6. If, in the course of the work, it becomes apparent that the execution of the order in accordance with the service description is actually or legally impossible, the contractor is obliged to notify the client immediately. If the client does not change the service description accordingly or create the conditions that make execution possible, the contractor may refuse to execute the order. If the impossibility of execution is the result of a failure on the part of the client or a subsequent change to the service description by the client, the contractor shall be entitled to withdraw from the order. The costs and expenses incurred by the contractor for its activities up to that point, as well as any dismantling costs, shall be reimbursed by the client.

2.7. Programme carriers, documentation and service specifications shall be shipped at the expense and risk of the client. Any training and explanations requested by the client shall be invoiced separately. Insurance shall only be taken out at the request of the client.

2.8. We expressly point out that barrier-free design (in particular of websites) within the meaning of the Federal Act on the Equality of Persons with Disabilities (Federal Disability Equality Act – BGStG), the Federal Act on Barrier-Free Access to Websites and Mobile Applications of the Federal Government (Web Accessibility Act – WZG) or the Federal Act on Accessibility Requirements for Products and Services (Accessibility Act – BaFG), which will come into force on 28 June 2025, is not included in the offer unless it has been requested separately/individually by the client. If barrier-free design has not been agreed, the client is responsible for checking the service for its admissibility with regard to the relevant legal provisions. Likewise, the client must check the content provided by them for its legal admissibility, in particular with regard to competition, trademark, copyright and administrative law. In the event of slight negligence or after fulfilling any duty to warn the customer, the contractor shall not be liable for the legal admissibility of content if this has been specified by the customer.

2.9. Programme documentation shall only be created for individual programmes and individual adaptations and handed over to the client if this has been expressly agreed. The same applies to the handover of the source code. In any case, handover is subject to full payment.

2.10. Any system passwords created individually for the client's services will only be disclosed to the client if a) there is no longer a maintenance or support contract for the component affected by the system password, b) all of the client's payment obligations to the contractor have been fulfilled, c) the contractor requires the password in order to use, adapt

or further develop the services in accordance with the purpose of the contract, and d) the client waives any warranty claims against the contractor.

3 Prices, taxes and fees

3.1. All prices are in euros and exclude value added tax. They apply only to the present order. The prices quoted are ex the contractor's place of business or office.

3.2. For library (standard) programmes, the list prices valid on the day of delivery apply. For all other services (organisational consulting, programming, training, conversion support, telephone consulting, etc.), the work involved shall be charged at the rates valid on the day the service is provided. Deviations from the time required to perform the contract, for which the contractor is not responsible, shall be charged according to actual expenditure.

3.3. Travel, daily and overnight expenses shall be invoiced separately to the client at the applicable rates. If no such rates exist, the actual costs incurred (which must be documented) shall be reimbursed. Travel time shall be considered working time.

4 Delivery date

4.1. The contractor shall endeavour to adhere to the agreed dates of performance (completion) as closely as possible.

4.2. The target completion dates can only be met if the client provides all necessary work and documents in full by the dates specified by the contractor, in particular the service description accepted by the client in accordance with point 2.3, and fulfils its obligation to cooperate to the required extent.

Delivery delays and cost increases resulting from incorrect, incomplete or subsequently changed data and information or documents provided are not the responsibility of the contractor and cannot lead to the contractor being in default. Any additional costs resulting from this shall be borne by the client.

4.3. In the case of orders comprising several units or programmes, the contractor shall be entitled to make partial deliveries or issue partial invoices.

5 Payment

5.1. The invoices issued by the contractor, including value added tax, are payable without deduction and free of charges no later than 14 days after receipt of the invoice. The payment terms specified for the entire order apply analogously to partial invoices.

5.2. In the case of orders comprising several units (e.g. programmes and/or training courses, implementation in partial steps), the contractor is entitled to issue an invoice after delivery of each individual unit or service.

5.3. Compliance with the agreed payment dates is an essential condition for the contractor to carry out the delivery or fulfil the contract. Failure to comply with the agreed payments entitles the contractor to suspend the work in progress and withdraw from the contract. All associated costs and loss of profit shall be borne by the client.

In the event of late payment, the statutory default interest for business transactions shall be charged. If two instalments of partial payments are not met, the contractor shall be entitled to declare the contract terminated and to demand payment of any accepted bills of exchange.

5.4. The client is not entitled to withhold payments due to incomplete delivery, warranty or guarantee claims or complaints.

6 Copyright and use

6.1. After payment of the agreed fee, the contractor grants the client a non-exclusive, non-transferable, non-sublicensable and unlimited right to use the software for the hardware specified in the contract and, to the extent of the number of licences purchased, for simultaneous use on multiple workstations, to use all work results created on the basis of the contractor's contract for its own internal use. All other rights remain with the contractor.

The client's participation in the production of the software does not confer any rights beyond those specified in this contract. The client does not become a co-author. Any infringement of the contractor's copyrights shall result in claims for damages, in which case full compensation shall be paid.

6.2. The client is permitted to make copies for archiving and data backup purposes, provided that the software does not contain any express prohibition by the licensor or third parties and that all copyright and ownership notices are transferred unchanged to these copies.

6.3. If the disclosure of interfaces is necessary to achieve interoperability of the software in question, the client shall commission the contractor to do so in return for reimbursement of costs. If the contractor does not comply with this request and decompilation is carried out in accordance with copyright law, the results shall be used exclusively for the purpose of achieving interoperability. Misuse shall result in compensation for damages.

6.4. If the client is provided with software whose licence holder is a third party (e.g. standard software from Microsoft), the granting of the right of use shall be governed by the licence terms of the licence holder (manufacturer).

7 Right of withdrawal

7.1. In the event that an agreed delivery time is exceeded due to the sole fault or unlawful action of the contractor, the client is entitled to withdraw from the order in question by means of a registered letter sent to if, even within a reasonable grace period, the agreed service is not provided in essential parts and the client is not at fault.

7.2. Force majeure, labour disputes, natural disasters and transport blockades, as well as other circumstances beyond the contractor's control, release the contractor from its delivery obligation or allow it to reschedule the agreed delivery time.

7.3. Cancellations by the client are only possible with the written consent of the contractor. If the contractor agrees to a cancellation, it shall be entitled to charge a cancellation fee amounting to 30% of the invoice value of the total project in addition to the services rendered and costs incurred.

8 Warranty, maintenance, changes

8.1. The contractor warrants that the software fulfils the functions described in the accompanying documentation, provided that the software is used on the operating system described in the contract.

8.2.

8.2.1 A prerequisite for the rectification of errors is that

- the client reports the error to the contractor within the period specified in § 377 UGB (which may be applied mutatis mutandis);
- the client describes the error sufficiently in an error message and this can be determined by the contractor;
- the client provides the contractor with all documents necessary for the rectification of the error;
- the client or a third party attributable to the client has not interfered with the software;
- the software is operated under the intended operating conditions in accordance with the documentation.

8.2.2 In the event of a warranty claim, rectification shall in any case take precedence over a price reduction or termination of the contract. In the event of a justified complaint, the defects shall be remedied within a reasonable period of time, whereby the client shall enable the contractor to take all measures necessary for investigation and rectification of the defects.

The presumption of defectiveness pursuant to Section 924 of the Austrian Civil Code (ABGB) shall be deemed excluded.

8.2.3 Corrections and additions that prove necessary prior to the handover of the agreed service due to organisational and programmatic defects for which the contractor is responsible shall be carried out by the contractor free of charge.

8.3. Costs for assistance, misdiagnosis and the rectification of errors and malfunctions for which the client is responsible, as well as other corrections, changes and additions, shall be carried out by the contractor and invoiced. This also applies to the rectification of defects if program changes, additions or other interventions have been made by the client itself or by third parties.

8.4. Furthermore, the contractor shall not be liable for errors, malfunctions or damage resulting from improper operation, modified operating system components, interfaces and parameters, the use of unsuitable organisational resources and data carriers, insofar as these are prescribed, abnormal operating conditions (in particular deviations from the installation and storage conditions) or transport damage.

8.5. The Contractor shall not be liable for any programmes that are subsequently modified by the Client's own programmers or third parties.

8.6. If the subject matter of the order is the modification or supplementation of existing programmes, the warranty shall apply to the modification or supplementation. This shall not revive the warranty for the original programme.

8.7. Warranty claims expire six (6) months after delivery. The client's rights under the warranty and any claims arising therefrom expire in any case one (1) month after the end of the warranty period. The possibility of raising an objection to continued payment of remuneration within the meaning of Section 933 (3) of the Austrian Civil Code (ABGB) is excluded.

8.8. The obligation to update pursuant to Section 7 VGG in conjunction with Section 1 (3) VGG is excluded in its entirety, unless expressly agreed otherwise. With regard to updates, therefore, only the relevant agreements between the contracting parties shall apply.

9 Liability

9.1. The contractor shall only be liable to the client for damages proven to have been caused by him in cases of gross negligence. This shall also apply mutatis mutandis to damages attributable to third parties engaged by the contractor. In the event of culpable personal injury, the contractor shall be liable without limitation.

9.2. Liability for indirect damage – such as loss of profit, costs associated with business interruption, data loss or third-party claims – is expressly excluded.

9.3. Claims for damages shall become time-barred in accordance with the statutory provisions, but at the latest one year after knowledge of the damage and the party responsible for it.

9.4. If the contractor performs the work with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, the contractor shall assign these claims to the client. In this case, the client shall primarily hold these third parties liable.

9.5. If data backup is expressly agreed as a service, liability for the loss of data shall not be excluded in deviation from clause 9.2, but shall be limited to a maximum of 10% of the order value per claim, up to a maximum of EUR 15,000. Any warranty and damage claims of the client beyond those specified in this contract – regardless of the legal basis – are excluded.

10 Loyalty

10.1 The contracting parties undertake to maintain mutual loyalty. They shall refrain from poaching or employing, including through third parties, employees who have worked on the realisation of orders of the other contracting party during the term of the contract and for 12 months after termination of the contract. The contracting party in breach of this provision shall be obliged to pay lump-sum damages in the amount of one year's salary of the employee.

11 Data protection

11.1 The contractor shall oblige its employees to comply with the provisions of Section 6 of the Data Protection Act.

11.2 The data protection declaration within the meaning of Articles 13 and 14 GDPR is enclosed with the offer.

12 Confidentiality

12.1 Each contracting party assures the other that it will treat all trade secrets disclosed to it by the other party in connection with this contract and its implementation as such and will not make them accessible to third parties, unless they were already generally known, or were already known to the recipient without any obligation to maintain confidentiality, or were disclosed or provided to the recipient by a third party without any obligation to maintain confidentiality, or can be proven to have been developed independently by the recipient, or must be disclosed on the basis of a legally binding official or judicial decision.

12.2 Subcontractors associated with the contractor shall not be considered third parties insofar as they are subject to a confidentiality obligation corresponding to the content of this point.

13 Reference

13.1 The contracting parties are entitled to use the (company) name and word and figurative marks as well as information about the services provided by the other contracting party as a reference on their website and for marketing purposes without restriction.

14 Applicable law / place of jurisdiction

14.1 Unless otherwise expressly agreed in the contract, the place of performance for delivery or service provision is the registered office of VITAVO GmbH, Am Ökopark 10, 8230 Hartberg.

14.2 All contractual relationships between VITAVO and the client, as well as their interpretation, are subject to Austrian law, excluding referral provisions and the UN Convention on Contracts for the International Sale of Goods.

14.3 The exclusive jurisdiction of the relevant courts in Graz is agreed for the resolution of all disputes arising from the contract, including those concerning its existence or non-existence and those arising from the pre-contractual obligation.

15 Miscellaneous

15.1 Should individual provisions or several provisions of this contract be or become invalid in whole or in part, this shall not affect the remaining content of this contract. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the invalid or unenforceable clause. The contracting parties shall work together in a spirit of partnership to find a provision that comes as close as possible to the invalid provisions.

16 Final provisions

16.1 Unless otherwise agreed, the statutory provisions applicable between entrepreneurs shall apply exclusively in accordance with Austrian law, even if the order is carried out abroad. For any disputes, the local jurisdiction of the competent court for the contractor's place of business shall be deemed to have been agreed.