

1. Scope of application

These Terms and Conditions apply to all business relations between the customer as the Buyer or Client and SPRENGNETTER Austria GmbH, short name: SPRENGNETTER, as the Seller of the goods and services rendered by them. The provision of services, sales and delivery is subject solely to the present conditions. The Terms and Conditions of the Buyer shall not be accepted unless they are in compliance with these Terms and Conditions. Any deviations and side agreements require a written confirmation. Any obvious fallacies and calculation errors are not binding for the Seller. These Terms and Conditions are also considered to be a framework agreement for any future business relationships with the customer, without the need for a renewed reference in an individual case.

2. Terms of use for SPRENGNETTER products under a license

SPRENGNETTER grants its buyers a personal right (hereinafter referred to as "License") to use the acquired copy of the program on a single computer. When using the program on multiple computers, the required number of multiple or network licences must be purchased. The software is considered "in use" when it is saved onto a temporary storage (RAM) or installed on a non-volatile memory storage unit (hard disk, CD-ROM or any other storage device) of the computer. Backup copies may be made for data backup purposes. The term of the license agreement is one year and it is automatically renewed for another year unless terminated in writing (by regular mail or e-mail) up to 1 month prior to the end of each year. It shall automatically expire without prior notice if at least one of the below listed terms is violated.

The Licensee is prohibited from:

- › transferring the software to another computer,
- › providing copies of the software and the license key to third parties,
- › modifying, translating, decompiling or disassembling the software without a prior written consent from SPRENGNETTER,
- › renting out or leasing the software,
- › creating works derived from the software or reproducing the written material.

By purchasing the software product, the Buyer shall assume ownership solely for the physical data medium on which the software is recorded. This does not entail the acquisition of software rights. SPRENGNETTER particularly reserves all rights to publish, copy, edit and exploit the software.

3. Usage-based terms of use for SPRENGNETTER products (mobile or online applications, cloud products, etc.)

SPRENGNETTER grants its buyers personal rights to use the acquired solution to the contractually agreed extent. The term of the user agreement is one year and it is automatically renewed for another year unless terminated in writing (in regular mail or e-mail) up to 1 month prior to the end of each year. It shall automatically expire without prior notice if at least one of the below listed terms is violated.

The User is prohibited from:

- › providing copies of the application and the license key to third parties,
- › modifying, translating, decompiling or disassembling the software without a prior written consent of SPRENGNETTER,
- › renting out or leasing the software,

- › creating works derived from the software or reproducing the written material.

The acquisition of rights for the software is not tied to the conclusion of the user agreement. SPRENGNETTER particularly reserves all rights to publish, copy, edit and exploit the software.

4. Conditions for support, maintenance agreements and user agreements

Upon initial installation, each customer receives technical support free of charge (via telephone or e-mail) for a period of up to one month after the purchase of a new product. After the end of the first month following the new purchase, the support is always subject to a fee. A maintenance agreement is recommended for all SPRENGNETTER licensed software products.

Customers who do not sign a maintenance agreement can buy individual updates for SPRENGNETTER software solutions. In this case, the support is subject to a fee and shall be invoiced according to the actual costs as follows:

1 hour: EUR 120.00

The shortest invoice unit is 15 minutes (EUR 30.00), and any longer times are calculated by the minute.

The offer prices apply for order-related support (e.g. creation of cover pages, headers and footers). The delivery of an additional installation DVD is charged at EUR 9.50.

4a. Maintenance agreement

The conclusion of a maintenance agreement is optional. Depending on the type of software solution, the maintenance agreement includes the following services:

- › Updates to the latest program version
- › Legal changes and updates of benchmarks, rates, prices and tables
- › Maintenance of prices, interest rates, charts and indices
- › Updates and adaptations to laws and regulations
- › Free delivery of a DVD with the latest program versions once a year upon request
- › Support via e-mail

4b. User agreement for mobile or online applications

The conclusion of a user agreement for any mobile or online products is obligatory. Depending on the type of software application, the user agreement includes the following services:

- › Live updates
- › Legal changes and updates of benchmarks, rates, prices and tables
- › Updates and adaptations to laws and regulations
- › Support via e-mail

4c. Exceptions

No parts of the maintenance or user agreement are changes resulting from third-party license terms (e.g. Microsoft), changes caused by changes in technology (operating systems, database systems or similar), relaunched products, add-on modules, nor remote maintenance and training.

4d. Contract term

The term of maintenance and user agreements is one year. The maintenance and user agreements are automatically renewed for another year unless terminated in writing (in regular mail or e-mail) up to 1 month prior to the end of each year.

4e. Price and notice of charges

The maintenance or user agreement shall be charged according to the order. The price for the maintenance or use is guaranteed for 2 years, and any adjustments shall be based on the change in the consumer price index for Austria. The maintenance or usage fee is determined annually in advance for the following year.

4f. Remote maintenance

Customers can request support or training via remote maintenance. We connect with you via phone and screen (Internet). Broadband internet connection is required. Appointments for remote maintenance must be scheduled by phone beforehand. Each instance of remote maintenance is subject to a fee and shall be invoiced according to the actual costs as stated in Item 4.

5. Conclusion of agreement and withdrawal

If SPRENGNETTER submits a binding offer to the customer by sending an offer, the customer can only accept this offer within the period specified therein, which shall run from the date of the receipt of the offer, namely by returning a signed offer confirmation. The receipt at SPRENGNETTER is decisive. If SPRENGNETTER does not accept the signed confirmation of the offer until after the expiry of the specified period from the time the offer is sent to the customer, the delayed acceptance shall be considered a new offer and must, in turn, be accepted by SPRENGNETTER. In case of obvious errors (e.g. typos and miscalculations) and incompleteness in the offer, the customer must point them out for the purpose of correction or completion; otherwise, the agreement is considered not concluded.

6. Orders, purchase

A valid purchase and maintenance agreement for licensed products or a user agreement is concluded in writing through a completed and submitted online order, via e-mail or order form. In the case of typing, printing and calculation errors on the website or in the online shop, SPRENGNETTER is entitled to withdraw from the agreement.

7. Delivery

Unless otherwise agreed, the delivery is carried out from the warehouse to the delivery address specified by the buyer in the order. The risk is transferred to the buyer as soon as the delivery has left the facilities of SPRENGNETTER, even in the case of a partial delivery. Delivery dates of SPRENGNETTER Austria GmbH are only binding if expressly agreed upon in writing in individual cases. This does not include claims for damages due to a delayed delivery. Please note that we deliver all products only in standard quantities. The dispatch of trial versions of our software solutions is usually carried out for a nominal charge.

8. Prices and terms of payment

All prices are net plus VAT. The invoices issued by SPRENGNETTER must be paid promptly without deductions and extra charges. The price quoted in the offer is binding. If the price in the offer has not been specified and has not been agreed otherwise, the prices stated in the price list of SPRENGNETTER Austria GmbH valid at the time the offer was accepted shall be deemed as agreed upon prices. Payment can be made

either by credit card, on account or by direct debit. The customer must notify SPRENGNETTER Austria GmbH immediately of any changes to their address, name, legal form and/or bank account.

9. Delays

In the event of late payment, SPRENGNETTER is entitled to additionally demand an overdue notice, collection charges as well as interest at the rate of 1% per month. If SPRENGNETTER has demonstrably incurred a higher damage, SPRENGNETTER is entitled to assert it. During a default of payment by the customer, SPRENGNETTER is entitled to refuse the service in whole or in part, e.g. to block the access to the application for online products. In this case, the customer remains obliged to pay the remuneration.

10. Compensation, retention

The buyer is only entitled to compensation if their counterclaims have been legally established or recognized by SPRENGNETTER. Furthermore, they are only authorized to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

11. Reservation of proprietary rights

Until the complete settlement of all existing claims against the buyer, the delivered goods shall remain the property of SPRENGNETTER.

12. Warranty and liability

If there is a defect of the purchased item for which SPRENGNETTER is responsible, SPRENGNETTER is entitled to choose whether to remedy the defect or to replace the item. If SPRENGNETTER is not willing or able to remedy the defect or is unable to deliver it beyond reasonable deadlines for reasons for which SPRENGNETTER is responsible or if the defect removal/replacement fails in any other way, the buyer is entitled to choose to withdraw from the agreement or to demand a corresponding reduction of the purchase price. If the customer or a third party makes changes to the delivered software, the warranty claim is voided unless the customer proves that the defect did not result from those changes.

The warranty period is 12 months, calculated from the transfer of risk. This period is a limitation period and also applies to any claims for compensation for consequential damages, insofar as no claims are made in tort.

SPRENGNETTER is not liable for damages to the customer for any legal reason – including delay, impossibility, poor performance and non-contractual liability – unless the damage was caused by gross negligence or wilful misconduct by SPRENGNETTER. SPRENGNETTER is not liable for damages that did not occur on the delivered item itself; in particular, SPRENGNETTER is not liable for lost profits or other pecuniary losses of the buyer.

SPRENGNETTER is in no case liable for atypical and therefore unforeseeable consequential damages. SPRENGNETTER is also not liable for damages if their occurrence could have been prevented by the user through reasonable measures – particularly with regard to the program and data backup and adequate product training. The personal liability of SPRENGNETTER's employees, representatives and vicarious agents is excluded or limited to the same extent as that of SPRENGNETTER. If SPRENGNETTER violates a contractual obligation out of negligence, the obligation to pay compensation for damage to property or personal injury is limited to the typically occurring damage.

13. Mailings and data protection

By submitting their order, the buyer agrees, except for revocation at any time, to be sent advertising or other information via e-mail, telephone and other media as well as to the processing, use and storage of their personal data. In addition, by placing an order, they agree to the processing, use and storage of their anonymous evaluation data.

14. Applicable law and jurisdiction

All agreements concluded by SPRENGNETTER are solely and exclusively subject to Austrian law – also in cases of deliveries abroad. Exclusive area of jurisdiction is Feldkirchen/Carinthia. SPRENGNETTER is also entitled to bring a suit at the place of general jurisdiction of the buyer.

15. Written form clause

Changes and additions to this agreement must be made in writing in order to be effective. No verbal or written side agreements were concluded.

16. Severability clause

Should individual provisions of this agreement be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to replace the void or ineffective provision with a valid and effective one that is legally and economically closest to the former one and which they would reasonably have agreed to if they had considered the voidness or invalidity of the provision in question at the time of entering into this agreement.

17. Amendments

SPRENGNETTER reserves the right to change these Terms and Conditions and all associated conditions at any time and without stating any reasons. SPRENGNETTER will inform the customer of the altered Terms and Conditions via the website www.sprengnetter.at. If the customer does not object to the validity of the altered Terms and Conditions and/or associated conditions within four weeks of their written publication, the altered conditions shall be deemed to have been accepted by the customer.

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