

1. Scope

1.1. These General Terms and Conditions (GTC) apply to all contracts concluded between the company Ing. Thomas Baminger (hereinafter referred to as the "Service Provider") and the customer for the provision of CAD services, engineering services, consulting services, and the delivery of goods.

1.2. Deviating, conflicting, or supplementary general terms and conditions of the customer shall not become part of the contract unless the Service Provider expressly agrees to their validity in writing.

2. Description of Services

2.1. The Service Provider provides the aforementioned services in accordance with individual contractual agreements.

2.2. The content, scope, and type of services to be provided result from the respective offer, service description, or order confirmation of the Service

2.3. Changes and additions to the scope of services require a written agreement.

3. Customer's Obligations to Cooperate

3.1. The customer shall provide the Service Provider with all required documents, information, and data in a timely and complete manner.

3.2. The customer shall designate a contact person authorized to make decisions and provide information.

3.3. Delays resulting from a breach of the customer's obligations to cooperate shall be at the customer's expense.

4. Compensation and Payment Terms

4.1. Compensation for the Service Provider's services shall be based on the prices specified in the offer or order confirmation.

4.2. Unless otherwise agreed, invoices from the Service Provider are payable without deduction within 14 days of invoicing.

4.3. The Service Provider accepts the following payment methods: bank transfer, credit card (Visa, MasterCard), payment via the payment service provider Select2Pay, and other payment methods specified in the contract or offer.

4.4. Payments via Select2Pay are processed by VIVEUM Payment Systems GmbH. The terms and conditions of VIVEUM Payment Systems GmbH can be found here: <https://www.viveum.com/agb/>. The account will be charged directly after the payment process is completed.

4.5. The Service Provider reserves the right to exclude certain payment methods or request an advance payment in individual cases.

5. Service Period and Delay

5.1. The agreed deadlines and dates for service provision are binding unless force majeure or an unforeseen event occurs that makes service provision impossible.

5.2. In the event of a delay by the Service Provider, the customer must set a reasonable grace period. Only after the unsuccessful expiry of this period may the customer withdraw from the contract.

6. Warranty and Liability

- 6.1. The Service Provider warrants that the services provided have the contractually agreed characteristics.
- 6.2. Obvious defects must be reported in writing by the customer within 14 days of acceptance. Otherwise, the services shall be deemed to have been provided in accordance with the contract.
- 6.3. The Service Provider is only liable for slight negligence in the event of a breach of essential contractual obligations. In this case, liability is limited to foreseeable damages typical for the contract.
- 6.4. Liability for lost profits, production downtime, or other indirect damages is excluded unless caused by intentional or grossly negligent conduct.
- 6.5. The Service Provider warrants that delivered goods or prototype parts comply with the agreed specifications at the time of delivery. Minor deviations that do not affect functionality do not constitute a defect.
- 6.6. The Service Provider assumes no liability for damages caused by the use of delivered goods or prototype parts to other persons, objects, or assets. The customer is solely responsible for the proper inspection, integration, and use of the delivered products and ensuring their suitability for the intended purpose.

7. Retention of Title and Usage Rights

- 7.1. Until full payment of the remuneration, all delivered documents, CAD data, and drawings remain the property of the Service Provider.
- 7.2. Upon full payment, the customer receives a simple, non-transferable right of use to the results of the provided services, unless otherwise agreed in writing.

8. Confidentiality and Data Protection

- 8.1. Both parties undertake not to disclose confidential information and data obtained in the course of the contractual relationship to third parties and to use them only for the contractually agreed purposes.
- 8.2. The Service Provider undertakes to comply with data protection regulations in accordance with the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG).

9. Delivery, Fulfillment, and Transfer of Risk

- 9.1. **Scope and Conditions of Delivery**
Deliveries of prototype parts, products, or other goods shall generally be made after full payment of the agreed purchase price unless otherwise agreed in writing.
- 9.2. **Non-Binding Delivery Times**
Delivery times and deadlines for goods are generally non-binding unless expressly stated as binding. Compliance with the delivery period requires the timely and proper fulfillment of the customer's obligations to cooperate. Non-binding delivery times do not constitute binding commitments and may change.
- 9.3. **Offer and Price Validity**
Offers and prices of the Service Provider are valid for 30 days from the date of the offer unless otherwise stated in the offer. After this period, the Service Provider may adjust or withdraw the offer.
- 9.4. **Price Adjustments**
The Service Provider reserves the right to adjust prices after an offer has been made or a contract has been concluded if cost increases occur due to market conditions, raw material price increases, or other unforeseeable circumstances. These price increases will be passed on to the customer in a reasonable manner, even if the offer was originally designated as binding. The Service Provider will inform the customer of such price increases without delay.

9.5. Partial Deliveries

The Service Provider is entitled to make partial deliveries, provided that this is reasonable for the customer. Each partial delivery may be invoiced separately.

9.6. Transfer of Risk

The risk passes to the customer upon handover of the goods to the customer or the carrier, at the latest upon leaving the Service Provider's warehouse. This applies even if the Service Provider bears the shipping costs or carries out the delivery itself.

10. Right of Withdrawal

10.1. The customer may only withdraw from the contract if the Service Provider fails to fulfill essential contractual obligations. In this case, the customer must first set a reasonable grace period.

10.2. If the Service Provider does not fulfill essential contractual obligations within this period, the customer may withdraw from the contract in writing within two weeks after the period expires.

10.3. All services rendered up to the withdrawal date, including incurred expenses, working hours, and other costs, will be invoiced to the customer and must be paid. Further claims by the customer, particularly claims for damages, are excluded to the extent permitted by law.

10.4. The service provider is entitled to withdraw from the contract if there is an important reason. Such an important reason exists in particular if:

- Force majeure or other unforeseeable circumstances significantly hinder or make it impossible to fulfill the contract.
- The customer fails to fulfill their cooperation obligations, thereby making the execution of the agreed services impossible or unreasonable.
- The customer's requirements are subsequently changed, and their implementation is no longer economically or technically feasible for the service provider.

11. Final Provisions

11.1. Changes or additions to these GTC must be in writing.

11.2. Should any provision of these GTC be invalid, the validity of the remaining provisions shall not be affected.

11.3. Austrian law shall apply, excluding conflict of law rules and the UN Sales Law. The place of jurisdiction is the Service Provider's registered office, where legally permissible.