



teischl.com  General Terms and Conditions

# General Terms and Conditions

teischl.com – Software Design & Services e.U.

Valid from 01.01.2013

## 1. Contract validity

The following constitutes the Licensing Terms and Conditions regarding utilization of the software created by teischl.com – Software Design & Services e.U. and made available via online download.

By installing the software, you declare your agreement with these Licensing Terms and Conditions and an Agreement containing these terms is entered into between Licensee and teischl.com – Software Design & Services e.U. For this reason, please read the General Terms and Conditions completely and carefully.

If you do not agree to the General Terms and Conditions, do not install the software.

## 2. Services

- Standard Software
- Creation of individual Software Programs
- Software Support
- Web design
- Other IT-Services
- Consulting Services

## 3. Prices, Taxes and other Costs

All prices are listed without sales tax and in the indicated currency. The prices are only valid for the actual confirmed order of the customer. For standard software the daily prices on order date are valid.

## 4. Payment

Invoices have to be paid within a payment time of 14 days after invoice date. We will apply interests for late payment according to standard bank fees.

## 5. Copyright and Right to Use a Software

All property rights of the software licenses acquired by the customer are owned by teischl.com – Software Design & Services e.U. and its partners. The software shall only be used in its primarily purpose. Reselling the software license is not allowed the license is bound to the original customer that bought the license from teischl.com – Software Design & Services e.U.

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Company Registration No.: FN 374014x

The customer may copy software, documents and documentation only to the extent required for its operation pursuant to this Agreement. Licensee is further entitled to make a backup copy of the software and documentation Licensee acknowledges that the software, including operating instructions and other documents, in future versions as well, is protected by copyright.

Customer may not take any action that could aid and abet unauthorized use. In particular, customer may not attempt to decompile the software.

Upon termination of right of use, Customer shall surrender all goods and copies to the extent Licensee has not passed on the same to a third party within the framework of permitted transmittal. Licensee shall delete all saved software to the extent Licensee is not obligated by statute to retain it for a longer period of time. In this event, Customer shall have no rights to counterclaims.

## 6. Claims and Warranty

teischl.com – Software Design & Services e.U. warrants that, with operation pursuant to the Agreement, the software conforms to the stipulations, teischl.com does not, however, warrant that the software supplied will meet Licensee's requirements and purposes, nor that it will function with other programs, system environments or operating systems chosen by Licensee, unless such functionality is expressly included in the manual or services description.

*Software is provided on an "AS IS" basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement.*

The limitation period for claims because of defects shall commence with delivery or, if installed by teischl.com e.U., with completion of installation.

Customer shall exercise its right of selection for claims and bugs within a reasonable time period, as a rule within 30 calendar days.

## 7. Liability

The entire risk as to the quality and performance of the Software is borne by the customer. In no event shall teischl.com – Software Design & Services e.U. be liable to you or any party related to you for any indirect, incidental, consequential, special, exemplary, or punitive damages or lost profits, even if teischl.com has been advised of the possibility of such damages.

In any event, teischl.com total aggregate liability to you for all damages of every kind and type (regardless of whether based in contract or tort) shall not exceed the purchase price of the product.

## 8. Data Privacy

Any information and data provided by teischl.com – Software Design & Services e.U. to the Company and used by the Company directly or indirectly in the performance of this Agreement shall remain at all times the property of the teischl.com – Software Design & Services e.U. It shall be identified, clearly marked and recorded as such by the Company on all media and in all documentation.

teischl.com – Software Design & Services e.U. will not use any data received from the customer without his authorization. In general no data or information will be given to external parties at any time.

## 9. Place of Performance and Place of Jurisdiction

If individual provisions of the contractual agreements – including the conditions of business – should prove to be ineffective, this does not affect the effectiveness of the remaining provisions. The parties shall without delay replace the ineffective provisions by others which as closely as possible approximate to the intentions of the ineffective provisions.

The place of jurisdiction for all disputes resulting from the contractual relation is Vienna, Austria. The contractual relation is submitted to the law of the Republic of Austria.



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