# General Terms and Conditions (GTC)

Reikis Code Factory – Owner: Ing. Michael Reikersdorfer, Mauthausner Straße 50, Tür 2, 4482 Ennsdorf, Austria (Email: office@r-cf.net)

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## // Preamble & Provider Identification

These General Terms and Conditions (hereinafter **"GTC"**) form the contractual basis for business relationships between **Reikis Code Factory** (Owner: Ing. Michael Reikersdorfer, Mauthausner Straße 50, Tür 2, 4482 Ennsdorf, Austria, Email: office@r-cf.net, hereinafter **"Contractor"**) and its contracting partners (hereinafter **"Client"**).

## Section 1: Scope of Application and Subject Matter

**(1)** These GTC apply to all contracts, deliveries, and other services provided by the Contractor. The scope of business activities encompasses, in particular, the following abstract categories of services:

- IT services, technical conception, architecture consulting, and specialist advisory services;
- Software development, bespoke programming, web development, and application customization;
- Conception, creation, provision, operation, and optimization of digital solutions, platforms, and web presences;
- Provision, licensing, and integration of standard software, modular software components, and program libraries;
- Digital products, standalone applications, data processing, and conversion solutions;
- Software-as-a-Service (SaaS), cloud-based deployments, and other term-based services;
- Automation solutions, interface integrations (APIs), and workflow optimizations;
- Ongoing technical care, maintenance, upkeep, and support services;
- as well as all other deliveries and services related to the aforementioned areas.

**(2)** These GTC apply to the respective contractual relationship in the version valid at the time of contract conclusion. Between entrepreneurs (B2B), within an ongoing business relationship, they also apply to future similar follow-up orders, provided the GTC were demonstrably made known to the Client and the parties do not agree otherwise.

**(3)** Opposing, deviating, or supplementary terms and conditions of the Client shall not become part of the contract unless the Contractor has expressly agreed to their validity in text form. This also applies if the Contractor performs services without reservation in awareness of opposing terms of the Client.

## Section 2: Relationship to Individual Proposals & Precedence of Bespoke Agreements

**(1)** These GTC govern the general legal framework. The specific service, schedule, and remuneration terms are agreed upon individually in the respective proposal, service contract, statement of work, or order confirmation.

**(2)** The respective proposal or individual contract agreement determines, in particular:

- the concrete scope of services, functional scope, and technical specifications;
- the remuneration (one-time fee, billing on a time-and-materials basis, milestone schedule, or recurring fees);
- payment modalities, due dates, and any down-payment agreements;
- performance, provision, and delivery dates;
- the specific usage and license scope (non-exclusive or exclusive, time-limited or perpetual, number of authorized users);
- contract terms and termination conditions for term-based services;
- the scope of optional or separately agreed maintenance and support services;
- individual special agreements.

**(3) Precedence:** Individually agreed provisions in the respective proposal or bespoke contract shall always take precedence over these general GTC in the event of contradictions.

## Section 3: Proposals, Contract Formation & Change Requests

**(1)** General price overviews and non-binding cost estimates issued by the Contractor are subject to change. Where the Contractor submits a specific proposal with an express acceptance period, the Contractor is bound by it for the duration of that period; if no acceptance period is specified, the proposal is non-binding.

**(2)** A legally binding contract is formed by:

- timely acceptance of a binding proposal in text form (e.g. via email or countersigned proposal) by the Client;
- in the case of non-binding proposals or Client inquiries, only upon order confirmation by the Contractor in text form or upon actual commencement of contractual service performance; or
- mutual signing of a separate contract document.

**(3) Change Requests:** If the Client requests changes or extensions to the agreed scope of services after contract conclusion, these require a separate agreement in text form regarding the impact on remuneration and deadlines. Until such agreement is reached, the Contractor shall continue the work on the basis of the existing contract.

**(4) Engagement of Third Parties:** The Contractor is entitled to engage qualified third parties (e.g. subcontractors, hosting, or cloud infrastructure providers) to fulfill the contract, unless agreed otherwise in the individual contract.

## Section 4: Remuneration, Value-Added Tax, Payment Terms & Default

**(1) Prices and Value-Added Tax (VAT):** The amount of remuneration and the applicable value-added tax treatment are governed by the respective individual contract and the statutory provisions of the Austrian Value Added Tax Act (UStG). As long as and to the extent that the requirements for the small business exemption pursuant to Section 6 (1) No. 27 UStG (or an applicable cross-border EU small business exemption) are met, no VAT is charged or stated. Where standard taxation or a statutory tax obligation in the destination country applies, all prices quoted to entrepreneurs (B2B) are net prices in Euro (€) plus any applicable statutory VAT; for cross-border B2B services within the EU, the reverse-charge mechanism (transfer of tax liability pursuant to Sections 3a and 19 UStG) applies where statutory requirements are met. Towards consumers (B2C), total gross prices including any legally owed VAT are always stated.

**(2) Due Date:** Invoices are payable in full within **14 calendar days from receipt of the invoice without any deductions**, unless agreed otherwise in the individual contract.

**(3) Payment Modalities and Set-Off:** Depending on the individual agreement in the proposal, down payments, milestone billings according to project progress, one-time payments upon service completion, or periodically recurring fees for ongoing services may be agreed. Towards entrepreneurs (B2B), set-off with counterclaims of the Client is only permissible if such counterclaims have been acknowledged in writing by the Contractor or established by final court judgment; towards consumers (B2C), Section 6 (1) No. 8 KSchG applies.

**(4) Payment Default:** In the event of default in payment, statutory default interest applies. Towards entrepreneurs (B2B), pursuant to Section 456 Austrian Commercial Code (UGB), default interest is 9.2 percentage points above the base rate in the case of culpable payment default, and 4% per annum in the case of non-culpable payment default (Section 456 Sentence 2 UGB in conjunction with Section 1000 (1) ABGB). Furthermore, in the event of payment default, the entrepreneurial Client shall reimburse, regardless of fault, the statutory lump-sum compensation for recovery costs pursuant to Section 458 UGB as well as, in the case of culpable payment default, any exceeding reasonable and necessary debt recovery costs (Section 1333 (2) ABGB).

**(5) Right of Retention (Section 1052 ABGB):** In the event of payment default by the Client regarding a due claim, the Contractor is entitled, following a reminder in text form setting a reasonable grace period of at least 14 calendar days and giving notice of suspension, to temporarily suspend further services or access to provided systems under the respective affected contractual relationship to an objectively proportionate extent and within the legally

permissible limits until the due claims have been settled in full. During such temporary suspension, stored data inventories of the Client shall be preserved; mandatory statutory obligations as well as contractual or statutory claims of the Client for the return or export of its own data upon contract termination remain unaffected.

## Section 5: Client Obligations & Cooperative Support

**(1)** The Client shall support the Contractor in performing the services and provide, free of charge, all technical and organizational prerequisites necessary within its operational sphere.

**(2)** The Client shall provide all information, documents, content, interface descriptions, test data, and access credentials required for service performance in a timely, complete, and suitable digital form.

**(3) Client Materials and Legal Responsibility for Content:** The Client assures that it holds all rights and licenses required for the contractual processing, integration, and use of the materials, data, and content provided by the Client, and that their contractual use does not infringe third-party rights or applicable laws. The Client bears sole responsibility for the legal admissibility of its content as well as for statutory information and disclosure obligations of its web presence or application (in particular imprint, privacy policy, consent/cookie banners, copyright notices, and any accessibility requirements); the Contractor does not provide legal advice. Towards entrepreneurs (B2B), the Client shall indemnify and hold the Contractor harmless against third-party claims resulting from a breach of these obligations by the Client; towards consumers, this applies in accordance with statutory fault-based liability.

**(4) Duty to Review and Approve:** The Client shall review interim builds, drafts, and test versions promptly and issue required decisions or approvals in text form within a reasonable period.

**(5) Schedule Adjustments:** Delays caused by late or incomplete cooperation on the part of the Client shall result in an objectively justified extension of agreed performance deadlines by at least the duration of the delay. Additional expenses attributable to the Client due to waiting times or rework may be billed separately following prior notice.

**(6) Force Majeure:** Events of force majeure and other unforeseeable, unavoidable circumstances beyond the Contractor's sphere of influence (e.g. widespread outages of telecommunications networks or third-party data centers, natural disasters, official orders) release the Contractor from the affected performance obligations for the duration and extent of the disruption without giving rise to default consequences.

## Section 6: Copyright, Proprietary Rights & Usage Rights (Licensing)

**(1)** All copyrights and other proprietary rights in the created or provided works (including source code, system architectures, scripts, configurations, database models, documentation, and designs) remain, as between the parties, with the Contractor or the respective rights holders.

**(2) Scope of Usage Rights:** The specific license and usage scope (in particular whether a non-exclusive license [Werknutzungsbewilligung] or an exclusive right of use [Werknutzungsrecht] pursuant to Section 24 UrhG, time-limited or perpetual, is granted, as well as the permitted number of users, locations, or instances) is governed by the respective individual contract. Unless agreed otherwise in the individual contract, the following fallback rule applies:

- **Work deliverables or supplies compensated by a one-off fee:** Only upon full payment of the agreed remuneration does the Client receive a **non-exclusive (simple), perpetual, and geographically unrestricted license (Werknutzungsbewilligung, Section 24 (1) Sentence 1 UrhG)** to use the agreed solution for its own purposes within the contractually intended scope. For bespoke works created individually for the Client (in particular websites and custom software), upon full payment of the remuneration, this also includes the right to maintain, service, adapt, and further develop the handed-over deliverables for the Client's own purposes, either personally or through commissioned third parties (right of adaptation), unless agreed otherwise in the individual contract.
- **Term-based services (in particular SaaS, subscriptions, hosting, maintenance, or other continuing obligations):** The Client receives a **non-exclusive (simple), non-transferable license (Werknutzungsbewilligung)** that is **temporally limited to the duration of the respective contractual relationship** and conditional upon timely payment of the agreed ongoing fees.

**(3) Source Code and Output Files:** For websites and web applications contractually agreed to be handed over, delivery encompasses the output files required for regular operation (in particular HTML, CSS, client-side JavaScript, and media files). For other software provided in executable form or as a service (SaaS), as well as regarding internal development environments, build pipelines, or proprietary backend generators, the handover or disclosure of source code is only owed if expressly agreed in the individual contract.

**(4) Pre-existing Components & Open Source:** Where the Contractor uses pre-existing proprietary code libraries, standard modules, or third-party and open-source components, rights thereto remain with the Contractor or the respective third-party licensors. For open-source and third-party components, the respective license terms apply supplementarily.

**(5) Updates and Further Developments:** The granting of a usage right does not establish any entitlement to free feature enhancements, upgrades, custom adaptations to modified third-party systems, or ongoing support; such services require a separate maintenance or service agreement. Towards entrepreneurs (B2B), any ongoing obligation to provide updates beyond the agreed scope within the meaning of Section 7 of the Austrian Consumer Warranty Act (VGG) is excluded, unless agreed otherwise in the individual contract (in particular a maintenance agreement). Towards consumers (B2C), the provision of legally required updates is governed by the mandatory provisions of the Consumer Warranty Act (Section 7 VGG).

**(6) Transfer Restrictions, Exhaustion Principle, and Statutory Minimum Rights:** Without the Contractor's prior consent in text form, the Client is prohibited from transferring granted usage rights to third parties (whether for consideration or free of charge), granting sublicenses, making the software available to third parties by way of rental (Section 16a Austrian Copyright Act – UrhG) or as a service, or decompiling the software; the right to commission third parties with the maintenance and adaptation of handed-over bespoke works pursuant to paragraph (2) remains unaffected. Mandatory statutory minimum rights of the lawful user of computer programs pursuant to Sections 40d and 40e UrhG as well as mandatory statutory resale rights under the copyright exhaustion principle (Section 16 (3) UrhG in conjunction with Article 4 (2) Directive 2009/24/EC and ECJ case law, in particular where a program copy is provided perpetually within the European Economic Area in exchange for a one-off fee and the original acquirer renders their own copy completely unusable) remain unaffected.

**(7) Creator Credit and Reference Naming:** Unless agreed otherwise in the individual contract, the Contractor is entitled to place a discreet, industry-standard creator credit in a suitable location (e.g. in the imprint or footer of a created website) and, in business-to-business transactions (B2B), to name the Client and a brief project description as a reference, subject to revocation at any time for objective reasons.

## Section 7: Acceptance & Delivery of Bespoke Works

**(1)** Where the subject matter of the order is the creation of a customized work (contract for work and services), the Client shall inspect the deliverable for contractual conformity following notification of readiness (acceptance review).

**(2)** Unless agreed otherwise in the individual contract, the review period is **14 calendar days from notification of readiness**. Within this period, the Client shall declare acceptance in text form or report any deviations from the agreed specification in a reproducible manner.

**(3)** Acceptance may not be refused on account of minor defects that do not materially impair the contractually agreed usability; such defects shall be remedied within the scope of warranty.

**(4) Deemed Acceptance in Business-to-Business Transactions (B2B):** Towards entrepreneurs, the work is also deemed accepted if:

- the entrepreneurial Client neither declares acceptance nor reports material defects in text form within the 14-day review period from notification of readiness; or
- the entrepreneurial Client deploys the work in live production beyond agreed testing or personally carries out or approves its public release (go-live).

**(5) Acceptance by Consumers (B2C):** Towards consumers, acceptance by silence shall only occur if the Contractor expressly informs the consumer at the beginning of the period (of at least 14 calendar days) of the significance of their conduct (occurrence of acceptance) and grants a reasonable period to issue an express declaration (Section 6 (1) No. 2 KSchG).

## Section 8: Warranty

**(1) Warranty Standard:** The Contractor warrants that the deliverables correspond to the scope of services agreed in the individual contract and the expressly assured characteristics, and are ordinarily usable within the scope of the contractually presupposed purpose pursuant to Section 922 ABGB.

**(2) Duty to Inspect and Report Defects for Entrepreneurs (B2B):** Where commercial inspection and defect notification duties pursuant to Sections 377 and 378 UGB apply by law to the respective transaction (in particular for the sale or supply of standard software), the entrepreneurial Client shall inspect the deliverable after notification of readiness and report recognizable defects within 14 calendar days of notification of readiness, and hidden defects within 14 calendar days of discovery, in text form with a reproducible error description. For bespoke works subject to acceptance pursuant to Section 7, the inspection is governed by the 14-day acceptance review period stipulated therein; prior to completion of acceptance, the Client's warranty rights are not restricted by defect notification deadlines.

**(3) Defect Remediation (B2B & B2C):** Towards entrepreneurs (B2B) as well as within the scope of Section 20 (2) VGG, in the event of a defect subject to warranty, the Contractor is initially entitled, at its own discretion and within a reasonable period, to restore conformity through repair (rectification, bug fixing, or provision of an update) or replacement. Towards consumers (B2C), the mandatory statutory warranty remedies and choice rights under the ABGB and the Consumer Warranty Act (VGG) remain preserved without restriction.

**(4) Warranty Period & Burden of Proof (B2B):** Towards entrepreneurs, the warranty period is **6 months** from acceptance or handover (unless the nature of the transaction requires otherwise in an individual case). The statutory presumption of defectiveness pursuant to Section 924 ABGB is excluded towards entrepreneurs; the existence of a defect at the time of handover must be proven by the entrepreneurial Client.

**(5) Exclusions:** No warranty exists for malfunctions or deviations based on:

- unauthorized tampering, source code modifications, or configuration changes by the Client or unauthorized third parties;
- operating errors or deployment in unapproved system, hardware, or runtime environments;
- subsequent changes to external third-party interfaces (APIs), external systems, or external hosting infrastructure outside the Contractor's sphere of influence;
- defective or incomplete materials or specifications provided by the Client.

## Section 9: Liability and Compensation for Damages

**(1) Unlimited Statutory Liability:** The Contractor is liable without limitation under statutory provisions for personal injury (injury to life, body, or health), for damages caused intentionally or by gross negligence, and under the Austrian Product Liability Act (PHG). The following exclusions and limitations of liability in paragraphs (2) to (5) apply exclusively outside the cases stated in Sentence 1 and solely towards entrepreneurs (B2B).

**(2) Slight Negligence and Essential Primary Contractual Obligations (B2B):** Towards entrepreneurs, the Contractor's liability for damages caused by slight negligence is excluded, unless doing so would restrict liability for the breach of essential primary contractual obligations (the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the Client may regularly rely) in a manner that jeopardizes the purpose of the contract (Section 879 (3) ABGB). In the event of a slightly negligent breach of such an essential primary contractual obligation, the Contractor's obligation to pay compensation towards entrepreneurs is limited to the foreseeable, contract-typical direct damage at the time of contract conclusion and capped in amount in accordance with paragraph (5).

**(3) Indirect and Consequential Damages (B2B):** Unless mandatory liability exists under paragraph (1), the Contractor shall not be liable towards entrepreneurs for indirect damages, consequential defect damages, lost profits, unrealized savings, or business interruption losses; the limited liability for direct, contract-typical, and foreseeable damage in the event of a slightly negligent breach of an essential primary contractual obligation pursuant to paragraph (2) Sentence 2 remains unaffected.

**(4) Data Backups (B2B):** Where data backup is not expressly part of the Contractor's contractually assumed scope of services, it is the Client's responsibility to perform regular data backups appropriate to the risk within its own sphere of responsibility. In the event of data loss attributable to the Contractor outside paragraph (1), liability for compensation is limited to the recovery effort that would have been incurred had the Client maintained proper data backups.

**(5) Liability Cap (B2B):** Outside the mandatory liability cases of paragraph (1), the Contractor's liability towards entrepreneurs per damaging event is capped at the agreed net contract value of the respective individual order; for ongoing continuing obligations, the cap corresponds to the contractually agreed net annual fee (or twelve times the agreed monthly net fee).

**(6) Limitation Period:** Statutory limitation periods apply to claims for damages (Section 1489 ABGB).

## Section 10: Contract Term & Termination of Continuing Obligations

**(1) One-off Services and Cancellation (Section 1168 ABGB):** Contracts for one-off works, development, or consulting services end upon complete performance of the agreed deliverables and full settlement of the remuneration. If the execution of a commissioned work fails to take place due to circumstances attributable to the Client (e.g. premature cancellation without good cause attributable to the Contractor), the Contractor's entitlement to remuneration is governed by Section 1168 ABGB.

**(2) Ongoing Services:** Contracts for term-based services (such as ongoing technical care, maintenance, support, or SaaS deployments) establish continuing obligations. Their duration, any minimum commitment periods, renewal modalities, and termination notice periods are governed by the respective individual contract. Automatic contract renewals or minimum terms apply only if expressly agreed in the individual contract.

**(3) Ordinary Termination:** Unless a deviating termination period is stipulated in the individual contract for a continuing obligation concluded for an indefinite period, either contracting party may ordinarily terminate the agreement in text form by giving **30 calendar days' notice to the end of a calendar month**.

**(4) Extraordinary Termination:** The right of either contracting party to terminate for good cause remains unaffected. Good cause exists in particular if:

- a contracting party remains in default with due material contractual services or payments despite a reminder in text form setting a reasonable grace period of at least 14 calendar days; or
- a contracting party materially breaches essential contractual obligations (in particular confidentiality duties or licensing provisions) and fails to cease the breach within a reasonable period despite a formal warning in text form, rendering continuation of the contractual relationship unreasonable for the other party.

Mandatory statutory provisions of the Austrian Insolvency Code (in particular Sections 21 and 25b IO) remain unaffected.

**(5) Settlement upon Termination:** Services properly rendered up to the effective date of termination shall be remunerated in accordance with the contract.

## Section 11: Confidentiality and Data Protection

**(1) Confidentiality:** Both contracting parties mutually undertake to treat all trade and business secrets as well as technical and commercial information marked as confidential of the respective other party made accessible to them in the course of cooperation as strictly confidential and not to disclose them to third parties without authorization. This obligation survives the termination of the contractual relationship.

**(2) Data Protection:** The processing of personal data is carried out in compliance with the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG).

**(3) Data Processing on Behalf:** Where the Contractor processes personal data on behalf of and under the instructions of the Client as a processor within the scope of service performance, the parties shall mandatorily conclude a Data Processing Agreement (DPA) pursuant to Article 28 GDPR prior to commencing such processing.

## Section 12: Special Provisions for Consumers (B2C)

**(1) Precedence of Mandatory Consumer Law and Classification (Section 1 KSchG):** The Contractor's offerings are primarily directed at entrepreneurs (B2B). The classification of a Client as an entrepreneur or a consumer—in particular also in the case of non-profit associations (Vereine) without an entrepreneurial business operation or natural persons prior to commencing business operations (start-up transactions pursuant to Section 1 (3) KSchG)—is governed by the statutory provisions of Section 1 KSchG. Where a contract is concluded with a consumer within the meaning of Section 1 KSchG in an individual case, these GTC apply only to the extent that they do not conflict with mandatory provisions of the KSchG, the Distance and Off-Premises Contracts Act (FAGG), the Consumer Warranty Act (VGG), or the Austrian Civil Code (ABGB).

**(2) Statutory Right of Withdrawal under the FAGG:** If a consumer concludes a distance contract or an off-premises contract, the consumer is generally entitled pursuant to Section 11 FAGG to withdraw from the contract within 14 calendar days without giving any reason. For service contracts and contracts for the supply of digital content not supplied on a tangible medium, the withdrawal period begins on the day of contract conclusion; for sales contracts for goods, on the day on which the consumer acquires physical possession of the goods (Section 11 (2) FAGG). To exercise the right of withdrawal, the consumer must inform the Contractor (Reikis Code Factory, Ing. Michael Reikersdorfer, Mauthausner Straße 50, Tür 2, 4482 Ennsdorf, Austria, Email: office@r-cf.net) of their decision to withdraw from the contract by means of an unequivocal statement (e.g. a letter sent by post or an email). The consumer may use the model withdrawal form set out in paragraph (5), which is, however, not mandatory.

**(3) Exceptions and Premature Expiry of the Right of Withdrawal (Section 18 FAGG):**

- **Services (Section 18 (1) No. 1 FAGG):** The right of withdrawal expires for service contracts once the Contractor has fully performed the service. This requires that performance only commenced after the consumer declared their express consent to premature commencement prior to expiry of the withdrawal period and simultaneously acknowledged that they will lose their right of withdrawal upon full performance of the contract (where the contract places the consumer under an obligation to pay). If the consumer validly withdraws prior to full performance after having expressly requested premature commencement, the consumer shall pay the Contractor a proportionate amount for the services rendered up to the point of withdrawal pursuant to Section 16 FAGG.
- **Digital Content (Section 18 (1) No. 11 FAGG):** For the supply of digital content not supplied on a tangible medium, the right of withdrawal expires prematurely upon commencement of contract performance, provided the consumer has given prior express consent for performance to begin before expiry of the withdrawal period, has acknowledged that they thereby immediately lose their right of withdrawal, and the Contractor has provided the consumer with a copy or confirmation of the concluded contract including such consent on a durable medium pursuant to Section 7 (3) FAGG.

**(4) Warranty and Jurisdiction for Consumers:** For consumers, the uncurtailed statutory warranty rights under the ABGB and the VGG apply. Section 14 KSchG governs the place of jurisdiction for legal actions against consumers.

(5) Model Withdrawal Form for Consumers pursuant to Annex I Part B FAGG

(If you are a consumer and wish to withdraw from the contract, please complete and return this form:)

- — To: **Reikis Code Factory, Ing. Michael Reikersdorfer**, Mauthausner Straße 50, Tür 2, 4482 Ennsdorf, Austria, Email: **office@r-cf.net**
- — I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*): _____
- — Ordered on (*) / received on (*): _____
- — Name of consumer(s): _____
- — Address of consumer(s): _____

- — Signature of consumer(s) (only if this form is notified on paper): _____
- — Date: _____
- (*) Delete as appropriate.

## Section 13: Governing Law, Place of Performance & Jurisdiction

**(1) Governing Law:** All legal relations between the Contractor and the Client shall be governed by substantive **Austrian law**, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of private international law. Towards consumers, this choice of law shall not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence (Article 6 (2) Rome I Regulation).

**(2) Place of Performance:** The place of performance for all entrepreneurial deliveries, services, and payments is the registered seat of the Contractor in 4482 Ennsdorf, Austria.

**(3) Jurisdiction:** For all disputes with entrepreneurs, legal entities under public law, or special funds under public law, the **Austrian court having subject-matter and territorial jurisdiction for 4482 Ennsdorf** is agreed as the exclusive place of jurisdiction. Towards consumers, the mandatory statutory places of jurisdiction pursuant to Section 14 KSchG and the Brussels Ia Regulation (EuGVVO) apply.

## Section 14: Final Provisions & Severability Clause

**(1) Form Notice:** Legally relevant declarations, contract amendments, supplements, and terminations should be made in text form (e.g. via email or in writing) for evidentiary purposes. Towards consumers, the legal effectiveness of informal declarations made by the Contractor or its representatives remains unaffected pursuant to Section 10 (3) KSchG.

**(2) Severability Clause (B2B):** Should individual provisions of these GTC be or become invalid or unenforceable in whole or in part towards entrepreneurs, the validity of the remaining provisions shall remain unaffected. The entrepreneurial contracting parties undertake to agree on a legally permissible provision to replace the invalid clause that comes as close as possible to the economic purpose of the invalid provision. Towards consumers, any invalid clause is replaced exclusively by the statutory provision (Section 6 (1) and (3) KSchG; prohibition of validity-preserving reduction).

**(3) Language Versions:** These GTC are provided in German and English. Both language versions are substantively aligned; in the event of any divergences in the interpretation of Austrian legal terms, the **German version** shall prevail.