

General Terms and Conditions

Version of 24 September 2026 · for business customers only · governed by Austrian law

Convenience translation. The German version is legally binding.

§ 1 Scope

- (1) These General Terms and Conditions (GTC, version of 24 September 2026) apply to all contracts between Martin Laufer, sole proprietorship trading as “Tech Chef”, Oberlienz 193, 9903 Oberlienz, Austria (the “Contractor”), and its clients, irrespective of their registered office. They also apply to future contracts without further reference.
- (2) These GTC apply exclusively to entrepreneurs within the meaning of § 1 of the Austrian Business Code (UGB) and to legal entities under public law. Contracts with consumers are concluded only by separate written agreement; these GTC then apply only insofar as they do not conflict with mandatory consumer protection law.
- (3) Deviating, conflicting or supplementary terms of the client, including purchasing terms referenced in supplier portals, purchase orders or order confirmations, do not become part of the contract, even if not expressly rejected. They apply only if the Contractor has expressly agreed to them in writing.
- (4) Individual agreements in the offer or order confirmation take precedence over these GTC.

§ 2 Offer and conclusion of contract

- (1) Offers by the Contractor are non-binding unless expressly designated as binding. The contract is concluded by written order confirmation, by countersignature of the offer or by commencement of performance.
- (2) Cost estimates are non-binding unless expressly designated as binding.

§ 3 Scope and nature of services

- (1) The nature and scope of services result from the offer or order confirmation. The Contractor provides in particular:
 - Strategic consulting and operational process optimisation
 - Analysis, design and implementation of business processes
 - Selection, introduction and configuration of software tools
 - Workshops, training and team enablement
 - AI readiness checks and implementation support
- (2) The Contractor owes diligent performance in accordance with the recognised state of the art, but not a specific economic result. A contract for work is only concluded if a specific work result is expressly agreed in writing.
- (3) Services beyond the agreed scope require a separate written order and are charged additionally.

§ 4 Delimitation of services

- (1) Legal advice, tax advice, auditing, bookkeeping and other activities reserved to regulated professions are not part of the services. Statements by the Contractor on legal, tax or funding matters are non-binding indications and do not replace advice from duly authorised professionals.
- (2) The Contractor does not provide certification, audit or assurance services and does not confirm legal or regulatory compliance, in particular with the GDPR, the AI Act, NIS2, SOX or industry-specific requirements.
- (3) The client makes all business decisions on its own responsibility. The Contractor's recommendations are a basis for decisions, not decisions.

§ 5 AI-assisted services

- (1) The Contractor uses AI systems and AI-assisted tools. Their outputs are generated statistically and may be incomplete or incorrect. The Contractor reviews work results with professional care but gives no warranty for the accuracy, completeness or timeliness of AI-generated content.
- (2) The client shall review AI-assisted work results itself before any use with economic, legal or safety-relevant consequences. Where the client uses AI systems under its own authority, it is a deployer within the meaning of Regulation (EU) 2024/1689 and bears the associated obligations, including ensuring a sufficient level of AI literacy of its staff.
- (3) Client data is not used to train third-party models without the client's written approval. The Contractor is not liable for changes to, restrictions of or discontinuation of third-party services and models.

§ 6 Client's duties to cooperate

- (1) The client shall provide all required documents, data, system access and contact persons in good time and in full and shall appoint a contact person authorised to take decisions. Approvals and feedback shall be given within five working days unless otherwise agreed.
- (2) The client is responsible for the accuracy and completeness of the information it provides. The Contractor has no duty to verify such information.
- (3) Backing up the client's data and systems is solely the client's responsibility. Before any intervention in production systems, the client shall create a complete, restorable backup.
- (4) Delays attributable to the client postpone agreed dates accordingly and entitle the Contractor to charge the resulting additional effort.

§ 7 Remuneration, VAT and payment

- (1) Remuneration is based on the agreed daily rate, hourly rate or fixed price. All amounts are net plus statutory VAT where applicable. Travel time, travel and third-party costs are charged separately at cost against receipts unless otherwise agreed.
- (2) For services to entrepreneurs established in another EU Member State, the place of supply is where the recipient is established and the VAT liability passes to the recipient (reverse charge). The client shall provide its valid VAT identification number before invoicing.
- (3) Invoices are payable within 14 days of the invoice date without deduction. In the event of late payment, default interest pursuant to § 456 UGB, a lump sum of EUR 40 pursuant to § 458 UGB and reimbursement of further appropriate collection costs are due.
- (4) The client may only set off undisputed or finally established claims. In the event of late payment, the Contractor may, after prior notice, suspend further services until payment is received.

§ 8 Deadlines, delay and force majeure

- (1) Deadlines are binding only if expressly agreed in writing as fixed deadlines. Stated periods are planning values and require timely cooperation by the client.
- (2) Force majeure events, in particular natural events, epidemics, industrial action, official measures, failures of telecommunications or cloud services and cyber attacks, release the parties from their obligations for their duration. If such an event lasts longer than six weeks, either party may withdraw with respect to the part of the services not yet performed.

§ 9 Subcontractors and third-party services

- (1) The Contractor may engage suitable third parties to perform the services. The Contractor remains the client's contractual partner.
- (2) Where third-party products or services are used or recommended, such as software, cloud, model or hosting providers, their performance, availability and liability are governed exclusively by the respective provider's terms. The Contractor is not liable for their performance or for changes to prices, functions or interfaces.

§ 10 Confidentiality

- (1) Both parties shall keep confidential all confidential information received in the course of the cooperation, use it only for the purposes of the contract and protect it by appropriate measures. This obligation continues for three years after the end of the contract.
- (2) Information that is publicly known, has been developed independently or must be disclosed by law or official order is excluded. A separate non-disclosure agreement of the client takes precedence over these provisions.

§ 11 Data protection

- (1) Personal data is processed in accordance with the GDPR and the Austrian Data Protection Act. If the Contractor processes personal data on behalf of the client, a data processing agreement pursuant to Art. 28 GDPR is concluded before work begins. The client remains the controller.
- (2) The client ensures that a legal basis exists for transferring data to the Contractor. Special categories of personal data pursuant to Art. 9 GDPR are processed only by separate written agreement.

§ 12 Intellectual property and rights of use

- (1) Upon full payment, the Contractor grants the client a non-exclusive right, unlimited in time and territory, to use the work results created for the client for the contractually intended purposes. Until full payment, all rights remain with the Contractor.
- (2) Pre-existing intellectual property, general know-how, methods, templates, scripts and tools of the Contractor remain with the Contractor and may be reused by it without restriction. Passing on work results to third parties or affiliated companies requires prior written consent.

§ 13 Warranty

- (1) The client shall inspect work results promptly after delivery and give written, comprehensible notice of defects within a reasonable period, at the latest within 14 days of their becoming apparent. If no notice is given, the work results are deemed approved.
- (2) The Contractor is initially entitled to remedy defects within a reasonable period. The warranty period is six months from delivery. The presumption of defectiveness under § 924 ABGB is excluded.
- (3) There is no warranty for defects based on incorrect or incomplete information from the client, third-party interventions, changes to work results or third-party products.

§ 14 Liability

- (1) The Contractor is liable without limitation for damage caused intentionally or by flagrant gross negligence, for personal injury and where mandatory law, such as product liability law, does not permit a limitation.
- (2) Liability for slight negligence is excluded.
- (3) In cases of gross negligence not covered by paragraph 1, liability per claim is limited to the amount for which cover exists under the Contractor's professional liability insurance at the time of the claim, but at least to the net contract value of the order concerned. Several claims arising from the same cause constitute one claim.
- (4) Except in the cases of paragraph 1, compensation for consequential loss, lost profit, loss of interest, missed savings, business interruption, loss of data, costs of data recovery, reputational damage, third-party claims and fines, penalties or other sanctions imposed on the client is excluded.
- (5) The Contractor is not liable for damage resulting from the client not implementing recommendations, implementing them incompletely or differently, breaching its duties to cooperate, or using AI-assisted work results without review.
- (6) The client bears the burden of proving fault, in particular gross negligence.
- (7) Claims for damages must be asserted in court within one year of knowledge of the damage and the party causing it, and at the latest within three years of the event giving rise to the claim, failing which they lapse; this does not apply to claims under paragraph 1.
- (8) These limitations also apply to the Contractor's vicarious agents and subcontractors.

§ 15 Insurance

- (1) The Contractor maintains professional liability insurance for its professional activities (pure financial loss and office liability). The sum insured is evidenced on request.
- (2) If the client requires a higher sum insured, an extension of the territorial scope or project-specific additional insurance, this requires a separate written agreement; the client bears the additional costs.
- (3) Guarantees, indemnities, hold-harmless obligations or other extensions of statutory liability are assumed by the Contractor only by express, separately signed agreement.

§ 16 Term, termination and cancellation

- (1) Commissioned projects and packages may be cancelled free of charge up to 14 days before the agreed project start. For later cancellation, a cancellation fee of 30 percent of the net contract value is due, and 50 percent for cancellation within three working days before project start. Services already rendered and third-party costs incurred must be paid in any case.
- (2) Ongoing contracts without a minimum term may be terminated with 30 days' notice to the end of a month. The right to terminate for good cause remains unaffected, in particular in the event of late payment, insolvency or where continuation is unreasonable for the Contractor due to a breach of the duties to cooperate.

§ 17 References and non-solicitation

- (1) After completion of a project, the Contractor may name the client, including its logo, as a reference. The client may object at any time in writing. Project content is not disclosed.
- (2) During the cooperation and for twelve months thereafter, the client shall not actively solicit employees or subcontractors of the Contractor.

§ 18 Final provisions

- (1) All contracts are governed exclusively by Austrian law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. This also applies to clients established outside Austria.
- (2) The exclusive place of jurisdiction is the court having subject-matter jurisdiction for Lienz, Austria. The Contractor may also sue the client at the client's general place of jurisdiction.
- (3) Amendments and supplements must be made in writing; this also applies to any waiver of the written form requirement. E-mail suffices unless a signature has been expressly agreed.
- (4) Should individual provisions be or become invalid, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced by a valid provision that comes closest to its economic purpose.
- (5) The German version of these GTC is binding; translations are for information only. The version published at the time the contract is concluded applies.