GENERAL TERMS AND CONDITIONS (B2B)

SafetySoft e.U.

Am Hüttenbrenneranger 24

8045 Graz, Austria

Version: January 2026

1. Scope and Applicability

These General Terms and Conditions apply exclusively to all contracts, offers, deliveries and services provided by SafetySoft e.U. ("Contractor") to entrepreneurs ("Customer"). Customer terms are excluded unless agreed in writing.

2. Definitions

Services: agreed software development, consulting or related services.

Software: customised or standard software provided under the contract.

Deliverables: all work results provided to the Customer.

Specification: the mutually agreed written service description.

3. Offers and Contract Formation

Offers are non-binding unless designated otherwise. A contract becomes effective upon written confirmation or commencement of performance.

4. Scope of Services

The scope of Services is defined exclusively in the written Specification. The Customer shall provide necessary information in due time. Additional costs due to incomplete information shall be borne by the Customer. Subcontracting is permitted.

5. Change Requests

Modifications require written agreement. The Contractor shall inform the Customer of impacts on pricing and timeline.

6. Delivery and Acceptance

Delivery dates are non-binding unless expressly fixed. Customised software is subject to acceptance within 14 days. Acceptance is deemed granted if no material defects are reported or productive use begins.

7. Prices and Payment

Prices are in EUR excluding VAT. Payment is due within 14 days. Default interest accrues at 9.2 percentage points above the base rate. Suspension of performance is permitted in case of delay.

8. Intellectual Property

All IP rights remain with the Contractor. Upon full payment, the Customer receives a non-exclusive internal use right. Reverse engineering is prohibited except where legally permitted.

9. Open Source

Open source components are governed by their respective licenses.

10. Warranty

The Contractor warrants substantial compliance for 12 months from acceptance. Remedy, workaround or replacement shall be provided at Contractor discretion.

11. Liability

Unlimited liability for intent, gross negligence and personal injury. For slight negligence, liability is limited to foreseeable damages capped at total contract value. Indirect damages are excluded.

12. Confidentiality

Confidential information must be protected for five years after termination.

13. Data Protection

Parties shall comply with GDPR and conclude a Data Processing Agreement where required.

14. Force Majeure

No liability for events beyond reasonable control.

15. Non-Solicitation

No hiring of involved employees during contract term and 12 months thereafter.

16. Termination

Termination for material breach after 30 days cure period.

17. Governing Law and Jurisdiction

Austrian law applies exclusively. Place of jurisdiction: Graz, Austria. CISG excluded.

18. Severability

Invalid provisions do not affect remaining provisions.