

# General Terms & Conditions of Bechtle Austria GmbH.

## 1. General

A contract is concluded either by an order confirmation issued by Provider or by Provider commencing delivery or repair. These Terms and Conditions apply to all services performed by Provider or by any subcontractor designated by Provider under this contract. Customer's purchasing terms are hereby excluded for the present legal transaction and for the entire business relationship.

## 2. Offers

All offers are non-binding. Any costs charged by Provider for preparing a repair cost estimate are waived only if Customer subsequently places the corresponding repair order. Cost estimates designated as binding by Provider cease to be binding if they include prices for spare parts that change between preparation of the cost estimate and the order being placed with Provider.

## 3. Software Licences, Rights of Use, Ownership and Copyright

3.1. Upon payment of the agreed licence fee, Customer acquires a non-exclusive and non-transferable right of use in accordance with the current licence and usage terms of the respective licensor, to which Customer expressly agrees.

Software programs (with the exception of the physical data carrier), as well as utilities or routines used within software programs and any accompanying documentation, contain confidential intellectual property of the licensor and remain the unrestricted property of the licensor for an unlimited period of time. Any transfer to third parties, whether for consideration or free of charge, as well as the making of copies for such purposes or any other act that infringes or diminishes the licensor's ownership or licence rights is not permitted. Any breach of the licensor's ownership or usage rights entitles Provider or the licensor to prohibit Customer from further using the software concerned and to bring claims for injunctive relief, publication of a judgment, payment of an appropriate fee, and damages.

3.2. The basis for the development of custom software programs is the written specification signed by Customer. Customer is responsible for the completeness and accuracy of the information and documents made available to Provider for this purpose.

If execution of the order in accordance with the specification is factually or legally impossible, Provider shall notify Customer immediately. If Customer subsequently amends the specification in a way that allows execution, Provider may decline performance. Any subsequent changes to the specification may result in changes to agreed dates and/or pricing.

#### **4. Delivery**

4.1. The costs and risk of transport from Provider's or the supplier's warehouse are borne by Customer unless expressly agreed otherwise. Customer shall inspect the delivered items immediately upon receipt for any transport damage and shall notify Provider in writing without delay of any damage discovered.

4.2. Partial deliveries, partial performance, and advance deliveries are permitted.

Where items must be stored due to reasons attributable to Customer, such storage will be charged to Customer and deemed to constitute delivery.

4.3. All delivery dates stated by Provider are non-binding. If the agreed delivery date is exceeded for reasons solely attributable to Provider, Customer is entitled—after granting a reasonable grace period of at least ninety (90) days—to withdraw from the contract with respect to the delayed contractual performance.

4.4. The agreed time for delivery is extended by the duration of any hindrance caused by circumstances beyond the Parties' control, including but not limited to late delivery by upstream suppliers, force majeure, unforeseeable operational disruptions, official interventions, transport or customs delays, transport damage, and labour disputes. Any claims for damages or liability on the part of Customer arising from such circumstances are excluded where they lie outside Provider's sphere of responsibility.

4.5. The contractual performance is deemed accepted unless a justified written notice of defect is submitted to Provider within fourteen (14) days of delivery. Minor defects do not delay acceptance.

#### **5. Prices**

5.1. Prices are net prices excluding VAT and apply ex place of performance. Provider is entitled to apply the list prices valid on the day of delivery. In the event of material

changes in circumstances—in particular increases in prices charged by manufacturers or suppliers, wages, freight, insurance costs, customs duties, exchange rates, or other charges—Provider is entitled to charge the prices valid on the day of delivery.

5.2. Any projections by Provider of the effort required for individual services are indicative only unless expressly agreed otherwise. Customer shall bear any additional expenditure caused by Customer (e.g. due to missing or defective test data).

5.3. For all ongoing contracts concluded with Customer (such as maintenance agreements, outsourcing agreements, or warranty extensions), Provider is entitled to increase the agreed flat rates to reflect increases in wage or material costs, or other costs and charges, arising after conclusion of the contract. Such increases shall apply to Customer from the beginning of the month following the increase. Increases are deemed accepted in advance by Customer provided they do not exceed 5% per year.

5.4. For contracts involving prepaid blocks of service hours, Customer must call off and use the agreed hours within eighteen (18) months of the order. Any hours not called off or otherwise unused within this period shall be deemed forfeited.

5.5. Where services are performed at a location other than the agreed place of performance, Customer shall bear the costs of travel, accommodation, and travel time for the persons engaged by Provider to perform the service.

5.6. The current service prices apply to normal working hours from Monday to Friday, 08:00 to 17:00. Overtime outside these hours is subject to the following surcharges:

Working days (Monday to Friday):  
17:00 to 20:00 — 50% surcharge  
20:00 to 08:00 — 100% surcharge

Saturday:  
00:00 to 08:00 — 100% surcharge  
08:00 to 17:00 — 50% surcharge  
17:00 to 24:00 — 100% surcharge

Sunday and public holidays:  
00:00 to 24:00 — 100% surcharge (24 December and 31 December are deemed public holidays)

## **6. Payment Terms**

6.1. Invoices issued by Provider after delivery are payable fourteen (14) days from the invoice date, without deductions and free of charges. Customer agrees that invoices may also be issued and delivered electronically.

Payments relating to bring-in repair services are due immediately, without deduction, upon collection of the contractual item.

6.2. Compliance with the payment dates agreed between the Parties for this and other legal transactions constitutes a material condition for Provider's performance. In the event of payment default, Provider is entitled, after giving written notice to Customer, to suspend performance until full payment has been made, and to charge default interest at 9.2% above the base interest rate. In the event of default, Customer is additionally obliged, pursuant to Section 458 of the Austrian Commercial Code (UGB), to pay a lump-sum compensation of EUR 40 for collection costs incurred by Provider. Customer also undertakes to reimburse all costs of a debt-collection agency, a creditors' association, or any out-of-court legal intervention.

6.3. If Customer fails to pay two instalments under an instalment agreement, Provider is entitled to declare the entire outstanding amount immediately due and payable (*Terminverlust; Fälligstellen übergebener Akzepte*).

6.4. Customer is not entitled to withhold payments on the grounds of warranty or guarantee claims (*Gewährleistung* or *Garantie*) or other complaints.

6.5. Customer is not entitled to set off any counterclaims of any kind against claims of Provider.

## **7. Retention of Title**

7.1. The contractual items remain the unrestricted property of Provider until payment has been made in full (including interest and costs). During this period, Customer is obliged to ensure proper maintenance at its own expense. Pledging or transfer by way of security prior to full payment is not permitted. In the event of default, Provider is entitled to assert its rights arising from the retention of title. It is agreed that the assertion of rights under the retention of title does not constitute rescission of the contract unless Provider expressly declares rescission.

7.2. In the case of repairs, Provider is entitled to a lien over the contractual item until payment of the invoiced amount and may assert a right of retention until payment has been made in full (including interest and costs). If the contractual item is not collected no later than six (6) months after the communicated collection date, Provider is entitled to realise the item and to set off the proceeds of sale against the outstanding amount, including the associated costs.

## **8. Warranty and Liability**

8.1. Provider warrants that any software provided under the contract has been fully copied onto a data carrier that is readable without defects. Subject to the software licence terms applicable between Customer and the manufacturer, other defects are subject to warranty only if they are reproducible.

8.2. Within the scope of its warranty or liability, Provider is obliged, within six (6) months of delivery, to remedy defects in the contractual items or the contractually agreed services that existed at the time of handover, at Provider's discretion and at the place of performance, by repair, free replacement, price reduction where the item or service remains otherwise usable, or by issuing a credit note, within a reasonable period. This requires a written notice of defect from Customer, which must be submitted without delay, but in any event no later than fourteen (14) days after handover of the delivery or service, failing which liability is excluded. Any other legal consequences arising from defects in the contractual performance are excluded. The relevant specific provisions and licence terms of the respective manufacturer of the contractual products shall prevail.

8.3. The warranty does not cover wear parts and accessories, non-compliance with installation requirements or conditions of use, contractual items sold second-hand, or repairs resulting from external influences (such as the use of unauthorised data carriers or modifications by third parties).

8.4. Where the contractual items are used in conjunction with third-party devices and/or software, a warranty for functional or performance defects exists only if such defects also occur without such conjunction.

8.5. Provider is liable for damages only where intent or gross negligence can be demonstrated. To the extent permitted by law, liability for consequential and financial loss is excluded, in particular for delay, impossibility of performance, loss of profit, expected but unrealised savings, claims by third parties against Customer, indirect damages, and damage to recorded data.

8.6. Provider assumes no liability for the content accessible via links to external websites from Provider's online shop at [www.bechtle.at](http://www.bechtle.at). In particular, any liability for the accuracy of product descriptions, product specifications, and other product information on such linked websites is excluded.

## **9. Non-solicitation**

Customer undertakes to refrain from soliciting employees of Provider, whether directly or indirectly through third parties, or from employing such employees. This prohibition applies for the duration of the business relationship and ends one (1) year after termination of the business relationship. In the event of a breach of this prohibition, a contractual penalty amounting to twelve (12) times the last gross remuneration of the employee concerned shall be payable per individual breach.

## **10. Final Provisions**

10.1. The place of performance is Provider's registered office.

10.2. All deliveries of goods and services by Provider are subject to the granting of the relevant export licences by the U.S. Department of Commerce and/or other authorities, compliance with whose regulations lies within Customer's responsibility. Customer is responsible for obtaining, at its own risk and expense, any export authorisations required from the U.S. Department of Commerce, the competent Austrian ministry, or other foreign authorities before exporting products supplied under this contract.

10.3. Customer consents to the processing of its personal data (customer number, name, address, e-mail address, telephone number) by Provider for the purposes of sending advertising and information about products and services by written, telephone, or electronic means (email). This consent may be revoked by Customer at any time.

10.4. Should any provision of these General Terms and Conditions and/or any other agreement be or become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a provision that comes closest to the economic and legal purpose of the invalid provision.

10.5. Unless otherwise agreed, the statutory provisions applicable to transactions between merchants (*Vollkaufleute*) shall apply. Exclusive jurisdiction for any disputes shall lie with the court of competent jurisdiction in Vienna. Austrian law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

10.6. For sales to consumers within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*), the above provisions shall apply only insofar as the Consumer Protection Act does not mandatorily provide otherwise.

As at: March 2026