



General Terms and Conditions of TU Wien for the Implementation of Measurements and Findings subject to § 27 para. 1 no. 3 UG 2002

(state 13.12.2016)

1. Scope of application

The following conditions apply to all measurements and findings according to § 27 para. 1 no. 3 UG 2002. Deviating, contradictory or supplementary conditions of the client do not become part of the contract, unless TU Wien agrees to their validity in writing.

2. Term and Termination

TU Wien will perform the tasks ordered within the agreed period of implementation. Unless other modalities have been agreed upon, a short report on the measurement or diagnostic results will be prepared and sent to the client within four weeks of the end of the implementation period.

3. Fee

Fees shall be deemed to be the rates published for individual measurements and findings by the respective institute or the fee agreed in writing in individual cases. The amounts are in Euro plus any statutory value added tax. This also includes the possibility of subsequent offsetting of the (domestic or foreign) value-added tax against presentation of an invoice that complies with the requirements of the respective applicable value-added tax legal regulations, irrespective of the statute of limitations under civil law. If the provision of services results in a transfer of the sales tax liability (reverse charge) to the Customer abroad, the Customer has no claim for subsequent settlement of this sales tax liability against TU Wien.

4. Terms of payment

The fee shall be due for payment within the period specified on the invoice of TU Wien. Payments shall be transferred by the Client to the respective account of TU Wien without deduction.

5. Duty to inform

TU Wien will inform the client immediately if it is foreseeable that the order cannot be executed or cannot be executed at the agreed conditions for reasons for which the client is responsible. TU Wien will also inform the Client if, after completion of technically necessary and/or agreed preparatory work, it is foreseeable that the order cannot be executed or cannot be executed under the agreed conditions. In such cases the Client has the option to withdraw from the contract in writing against reimbursement of the costs incurred by TU Wien up to that point in time - which may not exceed the fee according to point 3. If the Client wishes to execute the order under changed conditions, the parties will negotiate appropriate new conditions.

6. Warranty

TU Wien will carry out the work with the care customary in the industry. In case of warranty, faulty work will be repaired free of charge. Only if the rectification of defects is unsuccessful, the client is entitled to a reduction of the fee, which is limited to that part of the fee according to point 3 that is attributable to the defective services. Defects must be reported in writing to TU Wien by the Client within six weeks after submission of the summary report in accordance with point 2, otherwise all warranty claims will be excluded.

7. Liability

TU Wien warrants that it will carry out the services by applying scientific care and in compliance with the accepted state of the art. However, TU Wien does not warrant that envisaged technical and/or commercial goals, if any, will be actually reached. In addition, liability of the Parties, their legal representatives and agents for claims for damages of the other Party shall be limited to damage which was caused by gross negligence or wilful intent. This limitation shall not apply to personal injuries.

8. Confidentiality

TU Wien will use information expressly and in writing identified by the client as business or trade secrets exclusively for the execution of the contract and will not use or disclose it to third parties during the duration and after completion of the contract without the written consent of the client. This obligation does not apply to information that was demonstrably already known to TU Wien before the order was placed, that TU Wien lawfully receives from third parties, or that is already generally known at the time the order is placed, or that subsequently becomes generally known without violation of the obligations contained in this contract. The client acknowledges and agrees that the measurement and diagnostic results are processed automatically and remain stored on systems of TU Wien even after transfer to the client.

9. Ownership of the results and publication

The results of the measurements and findings shall be the property of the Client. If carrying out the project requires methodical developments, the rights in these methodical developments shall rest with TU Wien. The Client shall not acquire rights in procedures or methods used by TU Wien to carry out the services, either.

Subject to point 8 TU Wien shall be entitled to publish about methodical developments (e.g. in academic papers like diploma/master's theses, doctor's theses) and to use these developments within scientific teaching and research and within further or parallel developments without special consent of the Client being required.

10. Miscellaneous

The place of performance for services of TU Wien is Vienna. Austrian law applies and the place of jurisdiction is the Vienna Commercial Court. If any provision of this contract should be invalid, the validity of the remaining provisions will not be affected.