General Terms and Conditions (GTC)

of POS Solutions GmbH

1. Scope

These General Terms and Conditions (GTC) apply to all legal transactions, deliveries, and services provided by POS Solutions GmbH, Industriezeile 54, A-5280 Braunau am Inn (hereinafter referred to as "POS") to entrepreneurs within the meaning of § 1 UGB (Austrian Commercial Code).

Deviating or supplementary terms and conditions of the customer shall not become part of the contract unless they have been expressly agreed to in writing.

2. Subject matter of the contract

POS provides the following services in particular:

- Delivery of standard and adapted software (as licenses or services),
- Granting of rights of use for software,
- Maintenance and support services,
- Related services.

The specific scope of services is set out in the respective offer, contract, and the supplementary applicable software, maintenance, and support terms and conditions.

3. Rights of use for software

The customer receives a non-exclusive, non-transferable right of use for the software to the extent agreed in the contract. All other rights, in particular copyrights and exploitation rights, remain with POS or its licensors.

POS Solutions GmbH - Industriezeile 54 - A-5280 Braunau (Inn)
Headquarters in Braunau, Regional Court of Ried im Innkreis - Commercial Register FN 329918 z
Tax ID 1800980 - VAT ID: ATU 65034036 - office@pos.ag - www.pos.ag

4. Obligations of the customer

The customer is particularly obliged to:

- use the software only in accordance with the contract,
- comply with the system requirements,
- provide the necessary cooperation,
- to check the software immediately after delivery and to report any defects in writing.

5. Warranty

POS provides a warranty in accordance with §§ 922 ff ABGB (Austrian Civil Code) subject to the contractually agreed restrictions. The customer has a duty to inspect and give notice of defects in accordance with § 377 UGB (Austrian Commercial Code). Defects must be reported in writing without delay.

The warranty period is six months from acceptance or delivery, to the extent permitted by law.

6. Submission of complaints

Complaints, objections, or other objections in connection with POS services must be submitted by the customer in writing

- by email to complaint(at)pos.ag or
- by post to the company address listed in the legal notice.

For proper processing, it is recommended that the complaint be submitted with a detailed description of the facts and relevant contract or customer data.

Complaints will be processed in accordance with the statutory provisions, these GTC, and the applicable individual contracts. There is no entitlement to a specific processing time or a specific type of resolution, unless otherwise provided by law.

POS Solutions GmbH is not obliged to participate in alternative dispute resolution proceedings before a consumer arbitration board.

7. Liability

POS is only liable for damages caused by intent or gross negligence.

Liability for slight negligence, consequential damages, lost profits, or financial losses is excluded to the extent permitted by law.

Liability is limited to the amount of the respective order value.

8. Remuneration and terms of payment

All prices are net plus statutory sales tax.

Unless otherwise agreed, invoices are due for payment without deduction within 14 days of the invoice date.

In the event of late payment, the statutory default interest rates pursuant to the Austrian Commercial Code (UGB) shall apply.

9. Data protection

POS processes personal data exclusively in accordance with the applicable data protection regulations. Further information can be found in the privacy policy at www.pos.ag.

10. Applicable law and place of jurisdiction

Austrian law shall apply exclusively, excluding conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction shall be the competent court in Ried im Innkreis, insofar as this is legally permissible.

11. Final provisions

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.