



General Terms and Conditions of Technische Universität Wien (TUW) for the Implementation of measurements and findings

(version February 2025)

1. Scope of application

The following terms and conditions apply to all measurements and findings pursuant to § 27 para. 1 no. 3 of the Universities Act. Diverging, conflicting or supplementing terms and conditions of the client shall not become part of the contract. Silence on the part of TUW with regard to the client's reference to its General and Special Terms and Conditions or the signing of conclusion certificates, orders etc. by TUW shall in no way be understood as TUW's consent to these Terms and Conditions.

2. Subject of performance

TUW shall carry out the commissioned work within the agreed time period. If no other terms have been agreed, a short report on the results of the measurements or findings will be prepared and sent to the client within four weeks after the end of the implementation period.

3. Fee

The fee agreed upon in writing shall apply. The fee shall be in EUR including statutory value added tax, if any. The possibility of subsequent offsetting of (domestic or foreign) VAT against presentation of an invoice that meets the requirements of the applicable statutory VAT regulations exists, irrespective of the limitation period under civil law. If the services rendered result in a transfer of the VAT liability (reverse charge) to the client abroad, the client shall not be entitled to subsequent offsetting of this VAT liability against TUW.

4. Payments

Payments are due within the time period stated on the invoice. Payments are to be transferred without deduction to the specified TUW account.

5. Duty to inform

TUW shall notify the client immediately if it is foreseeable that the order cannot be carried out or cannot be carried out under the agreed conditions due to reasons in the client's sphere. TUW shall also inform the client immediately if, after completion of technically necessary and/or agreed preparatory work, it is foreseeable that the order cannot be carried out or cannot be carried out under the agreed conditions. In such cases, the client may cancel the order in writing, but must reimburse TUW for the costs incurred up to that point. If the client wishes the order to be carried out under changed conditions, the partners will negotiate appropriate new conditions.

6. Warranty

TUW shall carry out the work with the care customary in the industry. In the event of a warranty claim, defective work will be improved free of charge. Only if the improvement fails shall the client be entitled to a reduction of the fee, whereby this shall be limited to the part of the fee pursuant to point 3 which is attributable to the defective services. The client must notify TUW in writing of any defects within six weeks of submission of the short report pursuant to point 2, otherwise all warranty claims shall be excluded.

7. Liability

TUW shall only be liable in cases of intent or gross negligence. In cases of simple gross negligence, TUW's liability for damages - including consequential damages - is limited to the total amount of the fee pursuant to point 3, unless the client is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG). The above limitations of liability shall not apply to personal injury. Claims for damages shall lapse six months after knowledge of the damage.

8. Secrecy and confidentiality

Information expressly identified in writing by the client as business or trade secrets shall be used exclusively for the execution of the order. TUW shall neither exploit it nor disclose it to third parties during the term of the order or after its completion without the written consent of the client. This obligation does not apply to information which was demonstrably already known to TUW before the order was placed, which TUW lawfully receives from third parties or which is already generally known when the order is placed or which subsequently becomes generally known without breach of the obligations contained in these General Terms and Conditions. The client acknowledges and agrees that the results of the measurements and findings are processed automatically and remain stored on TUW systems even after they have been handed over to the client.

9. Ownership of the results

The client acquires ownership of the results of the measurements and findings. Should methodological developments be necessary to carry out the measurements and findings, the rights to these methodological developments remain the property of TUW. The client does not acquire any rights to the procedures or methods used by TUW to carry out the services. TUW retains the non-exclusive right to use the results of the measurements and findings for its own purposes in research and teaching, subject to the provisions of point 8.

10. Miscellaneous

The place of performance for services of TUW is Vienna. Austrian law applies and the place of jurisdiction is the Commercial Court of Vienna. Should provisions of this General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.