GENERAL TERMS AND CONDITIONS
of XEOMETRIC GmbH

(Last updated: December 31st 2025)

1. APPLICATION AREA

All deliveries and services including counselling services, information amongst others from XEOMETRIC GmbH (XEOMETRIC) are based on the following General Terms and Conditions which are considered accepted by the customer by the placing of orders or the acceptance of these conditions without objections, however, at the latest by the acceptance of the goods or services without objections (execution of the contract) - this also applies to any follow-up businesses. Conditions of purchase and other general conditions of the customer which deviate from the following conditions only become part of the contract if and to the extent that they have been accepted in writing by XEOMETRIC.

2. OFFERS AND ORDERS

All offers of XEOMETRIC remain subject to change. All orders including those which have been received by representatives or other sales personnel of XEOMETRIC shall only become binding upon the written order confirmation of XEOMETRIC or upon the delivery of the merchandise or the rendering of the service for XEOMETRIC.

2.1 The buyer has to check our order confirmation immediately upon its receipt for its correctness, in particular with regard to the type, quantity, prices and delivery time of the objects of purchase. The contents of our order confirmation become binding for both parties unless the buyer has advised the seller immediately or at the latest within one week upon the receipt of the order confirmation of a potential deviation of this order confirmation from his order.

3. PROGRAMMES AND SERVICES

3.1 The development of individual software is carried out according to the type and extent of the documents which have been provided by the customer. The customer will additionally provide a sufficient amount of practice-oriented test data and testing possibilities in due time and at his expense.

3.2 The written programme description which XEOMETRIC will elaborate based on the documents and information provided to it forms the basis for the creation of individual programmes. The customer is obliged to check this programme description for its accuracy and completeness and to confirm it. Amendment requests which are expressed by the customer after the examination and confirmation require a separate agreement.

3.3 When ordering library (standard) programmes the customer confirms, by placing the purchase order, that he knows the scope of performance of the ordered programmes.

3.4 XEOMETRIC will render the agreed services in the form of counselling, training, information etc. or by the handing over (transmission) of programmes, organizational concepts or other documents.

4. TRANSFER OF RISKS AND SHIPMENT

4.1 Shipment is made at the expense and risk of the customer. Insurances are concluded solely at the customer's request. The risk shall pass to the customer when the goods are handed over to the forwarding agent or other transport contractor, however, at the latest when the goods leave the warehouse of XEOMETRIC. The release codes (licence keys) are sent by e-mail. Unless otherwise has been expressly agreed, route and means of dispatch shall be determined by XEOMETRIC.

4.2 The disposal of packaging material is carried out by the customer. If the disposal is carried out by XEOMETRIC, a lump-sum of € 100.00 will be charged.

5. DELIVERY DATES, NON-DELIVERY, DELAY, PARTIAL DELIVERIES

5.1 Confirmed orders and delivery times are in all cases subject to the correct, timely and complete supply of goods to ourselves. Delivery deadlines are counted from the moment in which all details of the execution of order have been clarified and all required attestations as well as, in particular, the confirmation of the programme description according to item 3.2 which was examined by the customer have been obtained. Delivery periods and delivery dates shall be extended by the period by which the customer is in default of his obligations towards XEOMETRIC. XEOMETRIC cannot be held responsible for delivery delays and increases of costs - arising from incorrect, incomplete or subsequently amended information or provided documents - which may never give rise to default on the part of XEOMETRIC. Additional costs resulting therefrom are borne by the customer.

5.2 Events of force majeure, industrial conflicts, operational disruptions, governmental measures, scarcity of raw materials etc. to the extent that such obstacles significantly affect our deliveries and services as well as circumstances for which XEOMETRIC cannot be held responsible and which make delivery substantially more difficult or impossible for us shall entitle XEOMETRIC - even within the period of default - to defer delivery for the duration of the hindrance. Should these events result in a long-term impediment or obstruction to performance, XEOMETRIC can withdraw entirely or partially from the contract in respect of the part of contract which has not yet been fulfilled. The right to the postponement of the delivery or the right to withdraw from the contract shall apply independently of whether the events stated under sentence 1 and 2 occur at XEOMETRIC or subcontractors of XEOMETRIC; the exercise of this right by XEOMETRIC does not justify any claims for damages of the customer.

5.3 In the cases stipulated under item 5.2 the customer is on his part entitled to withdraw from the contract provided that he can prove that he is on account of the delay no longer interested in the complete or partial performance of the remaining part of the contract. A withdrawal with respect to partial deliveries which have already been rendered by XEOMETRIC is excluded.

5.4 Partial deliveries are permissible within reason.

6. INSTALLATION

If an installation by XEOMETRIC is foreseen in the order confirmation, the customer has to enable the installation within 30 days from XEOMETRIC's delivery and/or readiness for delivery.

7. PRICES

7.1 XEOMETRIC's prices for hardware products are net prices including packaging and free delivery in Austria plus statutory value-added tax. In the case of orders with a value of less than 250.00 € the flat-rate freight charge amounts to € 18,00. If the delivery or service shall be carried out later than 30 days from the conclusion of the contract, XEOMETRIC reserves the right to charge the list prices which are valid on the date of delivery or service.

7.2 For software products the stated prices are to be understood ex administrative office of XEOMETRIC plus statutory value-added tax. In the event of significant adjustments to personnel and material costs XEOMETRIC is entitled to adjust the prices accordingly as far as required.

7.3 Travelling expenses, daily allowances and accommodation expenses as well as travelling times are invoiced separately to the customer according to the applicable tariffs and plus statutory value-added tax.

8. PAYMENT CONDITIONS

8.1 Hardware and software invoices are due for payment within 14 days without any deductions. Invoices for repair, service and maintenance works are immediately due for payment. The payment has to be made in such a manner that the agreed amount is available for XEOMETRIC at the latest on the due date.

8.2 In the case of orders which comprise several units (programmes) XEOMETRIC is entitled to charge after the delivery of each individual unit or service.

8.3 If the customer defaults on payment, XEOMETRIC is entitled to charge interest at the level of the appropriate bank rate for overdraft credits, however, at a minimum, at 8 percent over the respective discount rate of the EZB.

8.4 If the payment conditions are not adhered to or circumstances become known which are according to the due business discretion of XEOMETRIC likely to reduce the creditworthiness of the customer, XEOMETRIC is notwithstanding further rights under the law in this case entitled to demand advance payments or the provision of collateral satisfactory to XEOMETRIC for outstanding deliveries and to withdraw from the contract or to claim damages for non-performance after an appropriate extension of time for the provision of such collaterals has expired.

8.5 Payments with the effect of a discharge can only be made directly to XEOMETRIC. Payments to employees or persons who are not authorized to represent may only be made if they present a power to collect.

8.6 If several claims against the customer are open, payments of the customer will be offset against the oldest claims even if the customer has expressly attributed the payment to a certain claim. The payments are first offset against the costs, afterwards against the interest and finally against the principal claim.

8.7 The customer shall only be entitled to offset if his claims are indisputable or legally asserted. The customer is entitled to a right of retention only with respect to such indisputable or legally asserted claims which arise from the same contractual relationship with XEOMETRIC. The customer is not entitled to withhold payment on the grounds of incomplete delivery, guarantee or warranty claims or complaints.

9. RESERVATION OF OWNERSHIP

XEOMETRIC retains the title to the products delivered until the purchase price has been paid in full. Until then the customer is not allowed to dispose of or amend the delivered products in any way which exceeds the usage permitted by the rules. The customer will inform any third party that asserts a lien or another right to the product against the customer without delay about the ownership right of the supplier. The customer cannot acquire ownership of delivered products by installing them in other devices. Every processing of the products delivered by XEOMETRIC is carried out on behalf of XEOMETRIC. In the case of an installation in other merchandise XEOMETRIC shall acquire the co-ownership of the new products in proportion of the value of their merchandise to the used foreign merchandise. XEOMETRIC is entitled to seize the goods subject to retention of title if the customer does not fulfil his contractual obligations or, in particular, if he handles the goods subject to retention of title in an improper manner or if he comes in default with the payment of the purchase price. The actual surrender of possession and the seizure shall be deemed a withdrawal from the contract and shall not release the customer from his obligations and in particular from his obligation to pay the purchase price.

10. WARRANTY AND NOTICE OF DEFECTS

10.1 The customer is upon the receipt of the agreed delivery or service obliged to examine the same without delay for its correctness and completeness and to carry out a trial run on the delivered programmes. Complaints concerning apparent defects are valid only if they are made known to XEOMETRIC in writing within two weeks from the receipt of the agreed delivery or service. Defects which are not apparent have to be notified to XEOMETRIC within two weeks after having been detected by the customer. Complaints concerning defects are only valid if they are reproducible. In the case of a justified complaint the defects will be remedied within a reasonable period of time and the customer shall provide to XEOMETRIC any measures which are required for the examination and remedy of the defects.

10.2 In the case of justified complaints a repair of the defective goods or a replacement is carried out at the choice of XEOMETRIC. The customer has to grant to XEOMETRIC the time and opportunity necessary to remedy the defects and, in particular, has to hand over the object of complaint.

10.3 If XEOMETRIC refuses remedy or if such remedy or replacement ultimately fails, the customer shall have the right to terminate the contract or to reduce the price.

10.4 The warranty period for newly manufactured goods including software, manuals and other documents is 24 months from the passing of risks or the acceptance. No warranty is made for used merchandise.

10.5 XEOMETRIC guarantees in the case of software products that these execute the instructions of the programmes without any material or execution errors if the configuration of the hardware and the operating system complies with the recommendation of XEOMETRIC. Minor errors can be eliminated by demonstrating ways to avoid them. Based on the current state of technology it cannot be guaranteed that the hardware and software can permanently or constantly be used without any occurring errors.

10.6 XEOMETRIC is released from the obligation of warranty if defects arise due to the fact that

a) the products are treated improperly or not maintained or repaired in accordance with the rules
b) a third party carries out any kind of amendments to or repairs of the products or
c) operating and mounting instructions are not complied with or followed.

11. COPYRIGHT PROTECTION

11.1 XEOMETRIC grants the customer a non-transferable right of use in the programmes, related documentations and subsequent amendments for his own use and for purposes for which the programmes have been delivered. The customer has to ensure that these programmes and documentations are without the prior written consent of XEOMETRIC not accessible to third parties.

11.2 Without the written consent of XEOMETRIC the customer is obliged to refrain from passing on the programmes, programming descriptions etc. to third parties - whether free of charge or in return for payment. With regard to the fact that the programmes and services of XEOMETRIC represent the intellectual property of XEOMETRIC, the use of the same is even after payment exclusively permissible for the customer's personal use.

11.3 No reverse translation of the provided programmes into other code forms (recompiling) or any other types of reverse engineering of the different production stages of the software, including any programme modifications, is permitted without the prior written consent of XEOMETRIC. The removal of the copy protection or other similar protective measures is prohibited.

11.4 Without the written consent of XEOMETRIC the operation of the supplied software within a network or another multiple-station computer system is inadmissible, provided that thus the possibility of simultaneous multiple usage of the programme is created and a corresponding operation does not form part of the contract.

12. LIABILITY

12.1 XEOMETRIC is obliged to pay compensation in compliance with the respective legal provisions and only up to the amount of the contract value. Liability for minor negligence as well as for use of XEOMETRIC products other than their intended use or use in an unusual manner is expressly excluded. Liability for consequential damages and financial loss, not achieved savings, not achieved profits, loss of interest and damages resulting from third party claims is in any case excluded.

12.2 XEOMETRIC is not liable for claims concerning infringements of property rights which arise from the fact that a product delivered by XEOMETRIC was altered or used in a way which is not described in the publications of XEOMETRIC or was not employed using the products delivered by XEOMETRIC.

12.3 Pursuant to item 10.6 every liability to pay damages of XEOMETRIC is excluded if the damage was caused entirely or mostly by the circumstances stated under item 10.6.

13. FOREIGN ECONOMY AND EXPORT CONTROL REGULATIONS

As far as the delivered products are subject to Austrian or foreign trade or export control regulations the customer is responsible for the compliance with the respective provisions. In the case of a violation of such provisions the customer undertakes to keep XEOMETRIC harmless.

14. GENERAL

14.1 The registration on a website of XEOMETRIC GmbH or a website of one of its partners entitles XEOMETRIC to save the data and to use them for the dispatch of product-related information material and for telephone appointments. The data may also be passed on to authorized dealers or representatives of XEOMETRIC.

14.2 The customer may assign his rights and duties from this contract only with the written consent of XEOMETRIC.

14.3 The order processing is carried out at XEOMETRIC with the help of automatically protected data processing. The customer herewith grants his express approval for the processing of any data which are made known to XEOMETRIC in this contract and which are required for the order processing.

14.4 The parties undertake to refer all persons who are engaged within the scope of this contract to the legally applicable provisions concerning data protection.

14.5 Additions and alterations to the software maintenance agreement require the written form and the signature of both parties to be valid.

14.6 The amendment or possible ineffectiveness of individual terms and conditions does not affect the effectiveness of the remaining terms and conditions. The customer is in the event of the ineffectiveness of a regulation obliged to agree with XEOMETRIC on an effective regulation whose economic and legal sense comes closest to that of the ineffective regulation.

14.7 This contract is subject to Austrian law. The provisions of the Hague Sales Convention and the United Nations Convention on Contracts for the International Sale of Goods do not find application. Place of performance for all mutual obligations arising from the concluded contract is Linz. Linz is the exclusive place of jurisdiction for all disputes arising in connection with the contractual relationships. XEOMETRIC may also choose to file a suit against the customer at his place of jurisdiction. Unless otherwise agreed, the statutory provisions applicable to full merchants shall exclusively apply.

Conditions of the software-maintenance contract for XEOMETRIC-Software (last updated: April 21th 2026)

1. OBJECT OF CONTRACT

The software maintenance contract has been concluded between XEOMETRIC and the licensee and can be brokered by a sales partner of XEOMETRIC. The conditions of the software-maintenance contract shall be valid additionally to general terms and conditions of XEOMETRIC. The object of contract is defined in the maintenance contract and includes the maintenance of XEOMETRIC software. The subsequent acquisition of additional user licences or modules is automatically incorporated in the contract and charged accordingly to the current price list.
A software maintenance contract is mandatory when renting software.

2. PRECONDITIONS

2.1 The licence appoints a trained contact partner who is in charge of works to be carried out at the operating system and the XEOMETRIC software.

2.2 The object of the software maintenance is in any case the latest version of programme which has been provided to the licensee by XEOMETRIC.

2.3 The software must not be modified neither by the licence nor by a third party.

3. THE CONTRACTOR'S DUTY TO COOPERATE

The licensee provides to XEOMETRIC any documents and means which are required for the performance of a service.

4. SCOPE OF CONTRACT

4.1 Hotline

The licence receives advice for occasionally appearing problems in connection with the usage of the provided programmes within the defined hotline hours. Hotline employees will advise the contact partner on questions concerning the working method and the application possibilities of the subjects of contract and assist him in the identification, verification, avoidance or solution of occurred problems. In the case of any occurring interferences the user is assisted to identify the cause of error. Errors can be identified in the operation, in the software or in the hardware. If this advice is used repeatedly for the same problems XEOMETRIC has the right to make further advice within the scope of this contract dependent on an additional chargeable training beside the scope of this contract.
Enquiries can be directed orally or per e-mail to the hotline.
Hotline-hours: Monday to Friday from 8.00 am to midday and from 1 pm to 5 pm (except on public holidays)

4.2 New software versions

XEOMETRIC sends new software versions or software updates to the licensee on corresponding data carriers or provides means for a download immediately after their release. The licence is responsible for the installation. Installation instructions and the description of the software updates will be supplied as well.

4.3 On-site support will be invoiced to the licensee at the current hourly rate for technicians.

5. TERM OF CONTRACT / CANCELLATION

5.1 The contract is concluded for a minimum of one year (or a longer commitment has been agreed upon) and can be terminated in writing up to three months before the end of the contract year. It is afterwards prolonged automatically to the end of the calendar year and from then on always for another year unless the contract is cancelled in writing three months before the end of the calendar year.

5.2 A software rental can also be purchased on a monthly fee. The monthly rental can be cancelled up to one week before the end of the contract month. If the monthly rental is not cancelled, the contract will automatically renew for another month.

5.3 With the ending date of the software maintenance contract the entitlement to new software versions or software updates from section 4.2, released after the ending date, ends simultaneously.

6. PAYMENT CONDITIONS

The invoice amount has to be paid in advance semi-annual unless a deviating payment rhythm was agreed.

7. STABILITY IN VALUE

It is explicitly agreed that the maintenance fee will be stable in in its value. The base for the determination of the value stability is the Harmonised Index of Consumer Prices 2015 (base year 2015) or the index which is used as substitute. The reference value for maintenance contracts is the index number of December 2025. The reference value is redefined after each adjustment, where the index number from the last December before the adjustment will be used as the new base for the calculation of adjustments.