

1. Scope and Delivery

1.1. The General Terms and Conditions of Responsive Spaces GmbH (hereinafter referred to as RS) apply to all deliveries and services provided by RS to the contracting party. They also apply to future business transactions, even if not explicitly referred to.

1.2. In subsidiary addition to the General Terms and Conditions of Delivery and Service of RS, the General Delivery Conditions of Austrian Data Processors (Allgemeine Lieferbedingungen der österreichischen Datenverarbeiter) apply in their respective current version.

1.3. The obligations of RS are exclusively determined by the scope and content of an order accepted by RS or an order confirmation issued by RS, together with these General Terms and Conditions of Delivery and Service in the sections corresponding to the nature of the order.

2. Prices and Payment

2.1. Unless otherwise agreed in the order, the prices specified in the offer or order form shall apply. Statutory value-added tax (VAT) will be charged additionally.

2.2. Unless otherwise agreed, invoices are due for payment without deduction within 30 days from the invoice date.

2.3. Compliance with the agreed payment dates is an essential condition for the performance of services by RS. In the event of default in payment, RS is entitled to charge all resulting expenses and costs, including necessary intervention costs of collection agencies or legal counsel, as well as customary bank interest on arrears.

2.4. Furthermore, in the event of default in payment, RS is entitled, upon written notification to the contracting party, to suspend services under service contracts until full payment is received or to terminate the contractual relationship with immediate effect.

2.5. Offsetting against open claims of RS and the retention of payments due to alleged defects not recognized by RS are excluded.

2.6. RS is entitled to terminate contracts regarding the provision of services and other continuing obligations by giving written or electronic notice subject to a one-month notice period.

2.7. The contracting party shall ensure that all data necessary for billing (change of address, etc.) is kept up to date.

3. Other Provisions

3.1. All notices and declarations concerning this contractual relationship are valid only if made in writing and uncontradicted by the recipient.

3.2. RS is authorized, at its own risk, to commission third-party companies to perform services arising from this contractual relationship.

4. Copyright / Rights of Use / Ownership / Provision of Data for Creative Services

4.1. Copyright and Rights of Use for Creative Services
Drafts, graphics, animations, etc. may not be altered either in the original or during reproduction without the express written consent of RS. Any full or partial imitation is inadmissible.

RS transfers to the contracting party the rights of use required for the respective intended purpose. Unless agreed otherwise, only simple (non-exclusive) rights of use are transferred. RS is entitled to use completed projects for self-promotion purposes (e.g., portfolio, website, social media) after their public first presentation or upon written release by the contracting party.

Any transfer of rights of use to third parties requires a written agreement between RS and the contracting party. Rights of use pass to the contracting party only after full payment of the agreed remuneration.

RS has the right to be named as the author on all reproductions (hard copies and soft copies).

4.2. Digital Assets & Provision

Only the agreed rights of use are granted to the contracting party for drafts, 3D models, animations, and graphic elements. Provision is made in digital form.

4.3. Source Code and Project Files

Unless expressly agreed in the order, delivery includes the operational program code (build) required to run the installation, as well as exported media assets. The delivery of editable project files, source codes, or development environments (e.g., 3D master files, source code) requires a separate written agreement and remuneration

4.4. Acceptance and On-Site Commissioning

For on-site installations and interactive spatial systems, acceptance takes place immediately after operational completion as part of a joint functional test on site.

Acceptance is confirmed by a brief protocol or the release of the installation. For pure software or media deliveries without on-site assembly, the work is deemed accepted unless the contracting party notifies RS of justified defects in writing within 10 working days after provision.

5. Provisions for the Delivery of Software

5.1. By ordering licensed third-party software, the contracting party confirms knowledge of the scope of services under those software licensing terms.

5.2. When integrating open-source software or third-party libraries, the respective license conditions of the rights holders apply. RS assumes no further warranty for open-source components than provided by the respective licensor.

5.3. For software individually created by RS, the scope of services is determined by a performance specification countersigned by the contracting party. Delivery includes the executable program code running on the designated systems and a program description. Rights to the programs and documentation remain with RS.

5.4. RS provides a warranty for the functionality and defect-free operation of third-party software only to the extent that warranty is provided to RS by the third-party provider.

5.5. The transfer of software to third parties, including short-term transfer, is strictly excluded in all cases.

6. Provisions for Services

6.1. The use of RS services by third parties as well as the transfer of RS services to third parties for payment requires the express written consent of RS.

6.2. The contracting party is obliged to keep passwords confidential. The contracting party is liable for damages resulting from inadequate password confidentiality or disclosure to third parties.

6.3. RS operates the offered services with the highest possible degree of care, reliability, and availability. However, RS assumes no warranty that these services are accessible without interruption, that desired connections can always be established, or that stored data is retained under all circumstances.

6.4. The contracting party ensures that all content materials provided to RS (texts, images, videos, 3D data, trademarks) are free of third-party rights and that their use in the agreed brand space is legally permissible. The contracting party indemnifies RS against all claims by third parties arising from the use of the provided content.

6.5. For other services on customer-provided hardware and software, such as installations, functional extensions, etc., RS performs the agreed services to the extent possible under the technical preconditions provided by the contracting party. RS assumes no warranty that all functional requirements of the contracting party can be established from the components provided.

6.6. Liability for consequential damages and lost profits, as well as compensation for property damage within the meaning of Section 9 of the Austrian Product Liability Act (Produkthaftungsgesetz), is mutually excluded.