

General Terms and Conditions

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1. Scope

1.1. This Terms and Conditions ("Terms and Conditions") apply to contracts between SF2 Systems GmbH ("SF2 Systems") and its customers regarding software, software licenses, digital services, as well as maintenance, technical support, evaluation, integration, and other project-related services.

1.2. They apply both to orders via the SF2 Systems website or online shop and to contracts based on individual offers.

1.3. For the use of software, the respective SF2 Systems license terms also apply. They specifically govern the type and scope of the granted usage rights.

1.4. Individual agreements, in particular individually negotiated enterprise, OEM, embedded, integration, or other special agreements, take precedence over these GTC and the additionally applicable license terms, insofar as they contain different provisions for the respective subject matter of the contract. The respective product description, order, order confirmation, and license entitlement determine the specific scope of services and licenses. For software- and license-specific questions, the respectively applicable [Software License Terms](#) take precedence over these GTC. In all other respects, these GTC apply.

1.5. Deviating terms and conditions of the customer only apply if SF2 Systems has expressly agreed to them.

1.6. To the extent that individual provisions apply exclusively to entrepreneurs or consumers, this will be explicitly indicated. A consumer is a person within the meaning of § 1 KSchG, for whom the respective transaction does not belong to the operation of their business.

2. Products and Services

2.1. SF2 Systems offers in particular software and software licenses, free and paid software editions, time-limited and unlimited licenses, runtime and engine licenses, as well as maintenance, technical support, evaluation, feasibility, and integration services.

2.2. The scope of services is determined by the respective product description, the order, the order confirmation, or the individual offer.

2.3. Information on functions, technical characteristics, compatibility, and possible applications describe the respective product. A specific economic, technical, or operational effect is only owed if it has been expressly agreed upon.

2.4. Results from demonstrations, trials, case studies, or comparable applications cannot be easily transferred to other system environments. Therefore, information on detection, analysis, or warning periods does not constitute any guarantee or assurance of corresponding results for the customer, unless expressly agreed.

3. SF2 User Account

3.1. An SF2 user account may be required to obtain certain products or licenses.

3.2. The customer must provide correct and complete information during registration and update any significant changes.

3.3. Access data must be treated confidentially and protected from unauthorized third-party access. In case of suspected unauthorized access, SF2 Systems must be informed immediately.

3.4. The customer is responsible for actions taken through their SF2 user account, as far as they have initiated them themselves or have allowed third parties access.

4. Conclusion of contract

4.1. The presentation of products and services on the website or in the online shop does not, in principle, constitute a binding offer from SF2 Systems.

4.2. By completing the ordering process, the customer makes a binding offer to conclude the respective contract.

4.3. SF2 Systems accepts this offer either through express confirmation or by providing the ordered digital service or license.

4.4. An automatically sent order confirmation initially only documents the receipt of the order, unless it explicitly states otherwise.

4.5. In the case of free software licenses, the contract can also be concluded by enabling the download, providing the license file, or issuing an activation key.

4.6. For enterprise products, project services, and other individual services, the conclusion of the contract is governed by the respective offer.

4.7. The ordering process in the online shop particularly includes the following technical steps: a) selection of the product and the license model; b) entry of the data required for concluding the contract and for invoicing; c) selection of the payment method; d) review of the order summary and, if applicable, correction of the entries; e) binding submission of the order by activating the button indicated as obligating payment.

4.8. Before submitting the order, the customer can review their entries using the order summary and correct them using the correction options provided in the ordering process.

4.9. SF2 Systems stores the contract text for contractual and evidential purposes. The contract documents relevant for the contract are made available to the customer electronically in connection with the conclusion of the contract. There is no separate entitlement to permanent online access to the stored contract text. Consumers are provided with the legally required contract information, including the necessary information on the right of withdrawal, on a durable medium via email. The current version of these Terms and Conditions is available on the website.

4.10. The conclusion of the contract is possible in German.

5. Prices and Payment

5.1. The prices stated at the time of the order or the prices of the respective offer apply.

5.2. Prices for consumers are quoted including statutory VAT, if VAT is applicable. For businesses, prices can be stated net plus VAT.

5.3. Any additional costs will be shown before the completion of the order. The VAT treatment is governed by the respective applicable legal provisions.

5.4. The available payment methods and, where applicable, the payment service providers used can be found in the ordering process or the respective offer.

5.5. Claims are due at the time specified in the order, invoice, or offer. If no payment term is agreed upon, the due date occurs upon invoicing.

5.6. If the customer is in default with a due payment, the statutory consequences of default shall apply. SF2 Systems may, after unsuccessful reasonable reminder, suspend the further provision of chargeable services until payment, insofar as this is legally permissible.

6. Software provision and activation

6.1. Software is provided depending on the product, in particular as a downloadable platform-specific installation package.

6.2. Digital services are provided without undue delay after the conclusion of the contract, unless otherwise agreed.

6.3. Certain products require activation. For this, in particular, an SF2 user account, a hardware ID, a license file, or an activation key may be required.

6.4. Details on license binding, transferability, and permissible use are set out in the respective license terms.

6.5. The customer must check before placing an order whether their system environment meets the published technical requirements. Statutory pre-contractual information obligations of SF2 Systems towards consumers, as well as mandatory warranty rights, remain unaffected.

7. Free Software and Evaluation Versions

7.1. The permissible scope of use of freely provided software is determined by the respective product description and license terms.

7.2. The free provision of a product does not give rise to any claim that it will be offered free of charge permanently, further developed, or continued with unchanged functionality.

7.3. Already granted perpetual usage rights are generally not affected by later changes to the product offering.

7.4. Separate functional or time restrictions may apply for test, preview, or evaluation versions, provided they are stated in the respective product description or at the time of contract conclusion.

8. Duration and Extension of Limited Licenses

8.1. The duration of a license is determined by the product description, the order, the order confirmation, or the individual offer.

8.2. Licenses designated as perpetual do not end solely due to the passage of time.

8.3. Limited licenses automatically expire at the end of the agreed license period. Termination is not required.

8.4. Standard licenses purchased through the online shop are not automatically renewed. A renewal must be actively ordered. Differing individually agreed regulations, in particular for enterprise, OEM, or other special contracts, remain unaffected.

8.5. If the renewal takes place before the existing license expires, the new license period generally starts immediately after the previous one. In the case of a later renewal, the new license period begins with the renewed provision or activation, unless otherwise agreed.

8.6. The prices and conditions in effect at the time of the renewal order apply for a renewal. There is no entitlement to earlier prices or conditions.

8.7. SF2 Systems can inform the customer before the expiration of a temporary license about the upcoming end of the license period and the possibility of an extension. This does not result in an automatic extension nor an obligation for SF2 Systems to send such a reminder.

8.8. If the license is not extended, the right to use it ends with the expiration of the license period according to the applicable license terms.

9. Customer Cooperation

9.1. As far as a service from SF2 Systems requires the cooperation of the customer, the latter must provide the necessary information, data, systems, access, and other prerequisites in a timely manner.

9.2. The customer is responsible for ensuring that data and content provided to SF2 Systems may be used legally for the agreed purpose.

9.3. Delays or additional effort resulting from a lack of or delayed cooperation do not fall within the responsibility of SF2 Systems.

9.4. For industrial applications, the customer remains responsible for evaluating and approving the specific use of SF2 products in their plant or infrastructure.

9.5. SF2 products are not safety-related control, protection, shutdown, or emergency systems and do not perform any corresponding safety-related function. Their intended purpose, in particular, is not to prevent or mitigate risks to the health or safety of persons or to property through their own safety function. SF2 products can provide technical evaluation results and status information to support decisions made by responsible persons or other technical systems. The assessment of this information as well as any safety-related decision remains reserved for the operator or the persons responsible for this purpose and the independent safety, protection, shutdown, and control systems designed for this purpose.

10. Updates and Changes

10.1. SF2 Systems can maintain the software within the framework of legal and contractual provisions, fix errors, provide security updates, and make technical adjustments.

10.2. For continuously provided digital services, SF2 Systems may make changes beyond those updates necessary to maintain contractual compliance if the change is required for a valid reason. Valid reasons include in particular a) maintaining or improving the security, integrity, or stability of the digital service, b) implementing mandatory legal, official, or regulatory requirements, c) adapting to changed supported operating systems, interfaces, technical standards, or security requirements, d) preventing misuse or unauthorized access, or e) further development necessary to maintain technical functionality, compatibility, or interoperability, provided that the essential subject matter of the contract is not altered.

10.3. For consumers, changes according to section 10.2 are made without additional cost. SF2 Systems informs consumers clearly and understandably about the change. If a change leads to more than a minor impairment of access to the digital service or its use, the legally required prior information is provided on a durable medium (email); the statutory rights of the consumer, in particular under § 27 VGG, remain unaffected.

10.4. The obligation to provide the updates necessary to maintain compliance with the contract towards consumers is subject to mandatory statutory provisions, in particular § 7 VGG.

10.5. As far as a legally required update is provided, SF2 Systems shall inform the consumer in accordance with legal requirements about its availability and the consequences of failing to install it.

10.6. A claim to specific future functions, product generations, or other developments exists only if this has been expressly agreed. Mandatory statutory update and warranty rights remain unaffected.

11. Intellectual Property and Usage Rights

11.1. The acquisition of a software license or other service does not transfer copyright, patent, trademark, or other intellectual property rights to the customer.

11.2. Software may only be used to the extent of the respective granted usage rights. The details are specified in the license terms.

11.3. Documentation, technical documents, models, software components, and other protected content may only be used to the contractually or legally permitted extent.

11.4. All trademark, sign, name, logo, and other proprietary rights of SF2 Systems remain with SF2 Systems or the respective rights holders. Use of these rights is only permitted to the expressly granted extent or with prior consent from SF2 Systems.

12. Warranty

12.1. SF2 Systems guarantees that the provided products and services correspond to the contractually agreed properties.

12.2. The statutory warranty provisions apply to consumers, in particular the Consumer Warranty Act (VGG), insofar as it is applicable to the respective contract. For digital services, the statutory requirements regarding their conformity to the contract and the obligation to update pursuant to § 7 VGG also apply.

12.3. Insofar as the VGG does not apply, warranty claims are governed in particular by §§ 922 et seq. of the ABGB.

12.4. The statutory corporate warranty provisions apply to entrepreneurs. Insofar as § 377 UGB applies to the specific service, the customer must notify of defects that were or should have been detected during proper examination within a reasonable period.

12.5. There is no warranty defect insofar as an impairment is demonstrably due to non-contractual use, an unsupported system environment, unauthorized changes by the customer or third parties, or other circumstances for which SF2 Systems is not responsible. Mandatory statutory warranty rights remain unaffected for consumers.

13. Liability

13.1. SF2 Systems is fully liable for damages caused intentionally or through gross negligence, as well as for personal injuries in cases provided by law.

13.2. The statutory liability regulations apply to consumers. Legally mandatory claims for damages are not restricted by these terms and conditions.

13.3. With respect to entrepreneurs, SF2 Systems is only liable for slight negligence in the event of a breach of essential contractual obligations. In this case, liability is limited to the damage typically foreseeable at the time of contract conclusion.

13.4. As far as legally permissible, SF2 Systems is not liable to entrepreneurs for lost profits, production or operating losses, loss of business opportunities, or data losses in the event of slight negligence, unless the damage in question is a typically foreseeable consequence of the breach of an essential contractual obligation.

13.5. The customer is responsible for ensuring reasonable and technologically appropriate security of their data and systems.

13.6. Analysis, status, similarity, and deviation information generated by the SF2 software are technical evaluation results. The professional assessment of these results, as well as decisions regarding interventions in machines, systems, or processes, are the responsibility of the respective operator or the persons responsible for this task.

13.7. Mandatory statutory liability, in particular under the Product Liability Act (PHG), insofar as it is applicable, remains unaffected.

14. Technical support services and availability

14.1. Maintenance, technical support, and other services are only owed if they are expressly part of the respective product, offer, or a separate contract. Mandatory legal obligations, in particular the provision of necessary updates, remain unaffected.

14.2. Certain response times, availabilities, or other performance metrics only apply if they have been expressly agreed upon.

14.3. Maintenance, security measures, or technical malfunctions may temporarily lead to restrictions of websites, SF2 user accounts, or other online functions. Uninterrupted availability is only owed if this has been expressly agreed upon.

15. Right of withdrawal for consumers

15.1. Consumers can generally withdraw from a distance contract in accordance with § 11 FAGG within 14 days without giving reasons, provided no legal exception exists.

15.2. The start and calculation of the withdrawal period as well as the exercise of the right of withdrawal are governed by the statutory provisions of the Distance and Off-Premises Contracts Act (FAGG). The legally required [Cancellation Policy](#) will be made available separately to the consumer.

15.3. For digital content that is not provided on a physical data carrier, the right of withdrawal may expire prematurely under the conditions of § 18 para. 1 no. 11 FAGG. In the case of paid digital content, this specifically requires that a) the consumer has explicitly agreed to the commencement of contract performance before the expiration of the withdrawal period, b) he has confirmed that he is aware that he thereby loses his right of withdrawal, and c) SF2 Systems has provided the consumer with the contract copy or contract confirmation required under the FAGG.

15.4. The declarations required for this are, where applicable, obtained separately during the ordering process. Consent to these T&Cs alone does not replace these declarations.

15.5. For services, the statutory regulations of the FAGG regarding the early commencement of service provision and the expiration of the right of withdrawal apply.

15.6. The separate information about the right of withdrawal, including the model withdrawal form, can be accessed on the website and is provided to consumers with the contract confirmation on a durable medium.

16. Data protection and contract-related communication

16.1. SF2 Systems processes personal data in accordance with the applicable data protection regulations. More detailed information can be found in the current [Privacy Policy](#).

16.2. SF2 Systems can send the customer messages that are necessary for the execution or management of the contract. This includes in particular information on orders, payments, downloads, license activations, license expirations, and security-relevant changes.

16.3. Such contract-related messages are not marketing communications.

16.4. Voluntary product information, company news, and other communications for the purposes of direct advertising are only sent on the legally required basis. Given consents can be revoked at any time with effect for the future.

17. Blocking and extraordinary termination

17.1. SF2 Systems can temporarily block access or terminate a contract or a right of use extraordinarily for good cause if the continuation of the contractual relationship is unreasonable.

17.2. An important reason can exist in particular in the case of a substantial or repeated violation of the license terms, abusive use of SF2 user accounts or licensing mechanisms, intentional circumvention of technical licensing restrictions, or significant default in payment.

17.3. Insofar as a breach of duty can be remedied, the customer shall, as a general rule, first be given the opportunity to remedy it within a reasonable period.

18. Confidentiality in individual projects

18.1. Non-public technical and business information exchanged in the context of evaluation, development, integration, or other project services must be treated as confidential, provided that their confidential nature results from their content or the circumstances of disclosure.

18.2. The confidentiality obligation does not apply to information that was already publicly known, becomes publicly known without breach of duty, was already lawfully known to the receiving party, was lawfully obtained from third parties, was independently developed, or must be disclosed due to legal, judicial, or regulatory obligations.

18.3. Separate confidentiality agreements or confidentiality provisions in individual contracts take precedence over this provision.

19. Amendments to the Terms and Conditions

19.1. As a rule, a contract is subject to the Terms and Conditions agreed upon at the time of conclusion of the contract.

19.2. SF2 Systems may change these Terms and Conditions for future contracts.

19.3. Changes to existing contractual relationships only take place on the basis of a corresponding contractual or legal regulation.

20. Applicable Law and Jurisdiction

20.1. Austrian law applies, excluding its conflict of law provisions and the UN Sales Convention.

20.2. With respect to consumers, this choice of law only applies insofar as it does not deprive them of mandatory protective provisions of the country of their habitual residence.

20.3. For disputes with entrepreneurs, as far as legally permissible, the exclusive jurisdiction of the locally competent court at the seat of SF2 Systems in Vienna is agreed.

20.4. For consumers, the statutory places of jurisdiction apply.

21. Alternative dispute resolution

21.1. Insofar as SF2 Systems has undertaken or is legally obliged to involve a specific authority for alternative dispute resolution, consumers will be informed in accordance with § 19 AStG about the competent authority and its internet address.

21.2. If a dispute with a consumer cannot be resolved immediately, SF2 Systems will inform the consumer, in accordance with § 19 AStG, on paper or another durable medium about the body responsible for alternative dispute resolution for the dispute and whether SF2 Systems will participate in proceedings before this body. As long as there is no legal obligation to participate, SF2 Systems does not generally participate voluntarily in such proceedings.

22. Final Provisions

22.1. Amendments or additions to individual contracts are subject to the form agreed upon in each case.

22.2. Should any provision of these Terms and Conditions be or become wholly or partly invalid, this shall not affect the validity of the remaining provisions. The statutory provisions shall replace the invalid regulation.