General terms and conditions for engineering companies in Austria
B2B (between companies)

Disclaimer – Version: August 2026:
These General Terms and Conditions are a non-binding template and were drawn up on the basis of the Austrian legal situation applicable at the time of drafting. They do not claim to be exhaustive and are no substitute for individual legal advice. It is expressly recommended that they be adapted to the specific circumstances and the particular scope of work of the individual engineering firm. No liability is accepted for the accuracy, completeness or legal validity in individual cases.

1 Applicability of the General Terms and Conditions, Deviations and Definitions

1.1 The following general terms and conditions shall apply for all current and future contracts between the client in its capacity as an operator and the engineering firm.

1.2 Deviations from these conditions, and in particular the conditions of the client, shall apply only if the engineering firm has explicitly acknowledged and confirmed them in writing.

1.3 In these General Terms and Conditions, 'days' mean calendar days.

1.4 In these General Terms and Conditions, 'in writing' or 'written form' means a document bearing a signature within the meaning of Section 886 of the Austrian Civil Code (ABGB). A qualified electronic signature (Section 4 of the Electronic Signatures Act (SVG)) is equivalent to a handwritten signature. A simple email does not meet this requirement.

2 Quotations, ancillary agreements

2.1 Unless otherwise indicated, the quotations from the engineering firm shall be non-binding with regard to all indicated details, including the fee.

2.2 If a contract confirmation from the engineering firm contains modifications to the contract, these shall be considered approved by the client unless the client the client objects in writing without delay (within X days of receipt of the order confirmation).

2.3 Agreements must always be in writing. Verbal commitments, ancillary agreements or statements are non-binding.

3 Awarding of contract

3.1 The following documents shall apply to the content, nature and scope of the services in the order set out below: the client's order or the contract document signed by both parties, the engineering firm's quotation, these General Terms and Conditions, the documents on which the quotation is based, as well as the relevant statutory provisions and generally accepted rules of engineering.

3.2 Any amendments or additions to the order must be confirmed in writing by the engineering firm in order to form part of this contractual relationship. The engineering firm is entitled, on the basis of amendments or additions to the order, to invoice the client for the additional costs incurred, as evidenced, and to adjust the deadlines accordingly.

3.3 The engineering firm undertakes to duly perform the contract awarded to it in accordance with generally accepted engineering standards and the principles of cost-efficiency.

3.4 The engineering firm may engage other duly authorised parties to fulfil the contract and may award contracts to them in the name and on behalf of the client. However, the engineering firm is obliged to notify the client of this intention in writing and to give the client the opportunity to object in writing to the award of such a contract to a third party within 10 days.

3.5 The engineering firm may also engage other duly authorised persons as sub-planners to fulfil the contract and may assign tasks to them in the name and on behalf of the engineering firm. However, the engineering firm is obliged to notify the client in writing if it intends to have work carried out by a sub-planner, and to give the client the opportunity to object in writing to the award of this contract to the sub-planner within 7 days; in this case, the engineering firm must carry out the work itself.

3.6 The client must provide the engineering firm with all documents, information, approvals and decisions necessary for the performance of the services in a timely and complete manner. Any additional work resulting from late, incomplete or subsequently amended specifications provided by the client shall be remunerated separately. The agreed deadlines shall be extended in line with the client's delay.

3.7 Should the engineering firm have reservations regarding the client's specifications, documents, instructions or decisions, it shall bring these to the client's attention as soon as possible. If, despite such notification, the client persists with its specifications, the engineering firm shall be released from liability for the service owed to the extent that the client's specifications, documents, instructions or decisions render this impossible. The client shall, however, pay the agreed fee, less any savings realised by the engineering firm. Should the client's specifications, documents, instructions or decisions complicate the provision of the service, the client shall reimburse the additional costs and the deadline for performance shall be extended accordingly.

4 Warranty and compensation for damage

4.1 Warranty claims may only be asserted following written notice of defects, which must be submitted within 14 days of completion or provision of the relevant service or partial service. The service or partial service shall be deemed to have been provided upon its digital transmission or otherwise being made available to the client, in particular by email or via a project platform.

4.2 The engineering firm is entitled to rectify any identified defects itself or have them rectified within a reasonable period. The client shall afford the engineering firm the opportunity to do so. The client or a third party may only carry out the rectification itself if the engineering firm refuses to rectify the defects or fails to do so within a reasonable period.

4.3 Warranty claims shall become time-barred in accordance with Section 933 (3) of the Austrian Civil Code (ABGB) three months after the expiry of the respective warranty period.

4.4 Claims for termination of the contract and a reduction in price shall be excluded. The engineering firm shall be given a reasonable period to rectify any defects or provide any missing services, which shall generally amount to one third of the period agreed for the performance of the services. A claim for damages arising from delay may not be asserted during such period.

4.5 The engineering firm must perform its services with the care expected of it as a person of professional competence) (Section 1299 of the Austrian Civil Code - ABGB).

4.6 If in breach of its contractual obligations the engineering firm is guilty of causing damage to the client, its liability to make good the damage caused – unless otherwise arranged in individual cases – by slight negligence shall be limited as follows:

1) for cancellation of sale and personal injury, no limitation,
2) the following limitations shall apply in all other cases:
   i. in the case of a contract amount up to 250,000.00 euros: a maximum 12,500.00 euros;
   ii. in the case of a contract amount above 250,000.00 euros: 5% of the contract amount but a maximum of 750,000.00 euros.
3) Liability for consequential damages and lost income shall also be excluded in the case of gross negligence unless otherwise arranged in individual cases.

4.7 Claims for damages by the client shall become time-barred one year after the client becomes aware of the damage and the party responsible for it, but in any event no later than five years after the provision of the relevant service.

5 Withdrawal from the contract

5.1 Either party may terminate the contract only for good cause.

5.2 In the event of a delay by the engineering firm in performing its services, the client may only terminate the contract after setting a reasonable grace period. The grace period must be set in writing.

5.3 Should the client be in default with regard to a partial service or an agreed collaborative activity, which renders the performance of the contract by the engineering firm impossible or significantly impedes it, the engineering firm shall be entitled to withdraw from the contract. The same applies to other reasons falling within the client's sphere of responsibility which render the engineering firm's performance of the contract impossible or significantly impede it, such as, in particular, the client's insolvency.

5.4 If the engineering firm is entitled to withdraw from the contract, it shall retain the right to the full agreed fee; the same applies in the event of unjustified withdrawal by the client. Furthermore, Section 1168 of the Austrian Civil Code (ABGB) shall apply; in the event of justified withdrawal by the client, the client shall pay for the services rendered by the engineering firm.

5.5 A further right of withdrawal in the event of a prolonged interruption is governed by clause 7.4.

6 Fees, scope of services

6.1 Unless otherwise indicated, all fees shall be in euros.

6.2 The fees stated are exclusive of value added tax (VAT). VAT shall be charged to the client in addition to the fees.

6.3 Set-off against any counterclaims, irrespective of their legal basis, shall not be permitted.

6.4 Unless expressly agreed otherwise, payments shall be made without deduction within 30 days of the invoice date to the bank account designated by the engineering firm. In the event of late payment, default interest shall accrue in accordance with Section 456 of the Austrian Commercial Code (UGB) at a rate of 8 percentage points above the base interest rate applicable pursuant to Section 1(2) of the Austrian Interest Act (ZVG), plus any applicable reminder charges.

6.5 Where no fee has been expressly agreed for individual or additional services, a reasonable fee shall be deemed to have been agreed in accordance with Section 1152 of the Austrian Civil Code (ABGB).

6.6 The engineering firm shall be entitled to issue invoices in electronic form, in particular by email in PDF format. The client expressly agrees to receive electronic invoices. Electronic invoices shall be deemed to have been received upon receipt in the client's electronic mailbox and shall trigger the applicable payment period.
6.7 Services exceeding the agreed scope of work, in particular as a result of amended specifications, additional requirements, regulatory requirements or changes to the legal or technical framework, shall be remunerated separately.
6.8 Expenses and incidental costs necessary for the proper performance of the contract shall be reimbursed separately by the client. These shall include, in particular, fees, charges, travel expenses, special reproductions, external services, visualisations and the costs of electronic project platforms.
6.9 The engineering firm shall be entitled to issue interim invoices for services rendered.
6.10 For projects lasting more than twelve months, the agreed fee for services to be performed after the expiry of twelve months from the submission of the tender shall be adjusted in accordance with the agreed index, using the price level in the month in which the tender was submitted as the basis for the adjustment. In the absence of an agreed index, the "Collective Agreement for Employees in Information and Consulting" and changes to the corresponding salary scale shall serve as the basis for the adjustment.
6.11 Cost estimates, cost calculations and other cost assessments are based on the current stage of planning and the framework conditions known at the time of their preparation. They constitute forecasts and do not guarantee the costs actually incurred, unless expressly agreed otherwise in writing.

7 Performance Deadlines, Delays and Interruptions

7.1 Unless expressly agreed to be binding, performance deadlines and dates shall be non-binding time frames and shall be subject to the client's timely fulfilment of its obligations to cooperate.
7.2 If the performance of services is delayed for reasons for which the engineering firm is not responsible, the relevant deadlines and dates shall be extended accordingly.
7.3 If a delay, hindrance or interruption for reasons beyond the engineering firm's control continues for more than two months, the additional expenditure incurred as a result shall be remunerated separately.
7.4 If an interruption continues for more than six months, either party not responsible for the interruption may terminate the contract with respect to the services not yet rendered. Services rendered up to that point shall be invoiced.

8 Confidentiality

8.1 The engineering firm shall maintain confidentiality with respect to all information provided by the client. This duty of confidentiality shall remain in force indefinitely beyond the termination of the contractual relationship, except where disclosure is required by law. The engineering firm shall be obliged to impose the duty of confidentiality in full on all sub-planners, vicarious agents and other third parties engaged by it, and shall be liable for any breaches of confidentiality by such persons as if they were its own breaches.
8.2 The engineering firm shall also maintain confidentiality with respect to the nature and substance of its activities for the client, where and for as long as the client has a legitimate interest in such confidentiality. Following completion of the assignment, the engineering firm shall be entitled to publish the work covered by the contract, in whole or in part, for advertising purposes, unless otherwise agreed in the contract.
8.3 The client shall have no legitimate interest in keeping confidential the fact that the engineering firm has carried out work for the client. Accordingly, the engineering firm shall be entitled to refer to work carried out for a client, including the contract value, as a reference to other prospective clients.

9 Protection of plans and retention period

9.1 The engineering firm reserves all rights and rights of use in respect of the documents it has prepared, in particular plans, brochures and technical documentation.
9.2 Any use of the documents or parts thereof, including in particular their adaptation, execution, reproduction, distribution, public presentation or making available, shall require the express consent of the engineering firm. Accordingly, all documents may only be used for the purposes expressly specified at the time the contract was awarded or in a subsequent agreement.
9.3 The engineering firm shall be entitled, and the client shall be obliged, to state the name (company name or business name) of the engineering firm in any publications and announcements relating to the project.
9.4 In the event of a breach of these provisions governing the protection of the documents, the engineering firm shall be entitled to a contractual penalty in an amount equal to twice the reasonable fee for the unauthorised use, without prejudice to the engineering firm's right to claim further damages. This contractual penalty shall not be subject to judicial mitigation. The burden of proof that the client has not used the engineering firm's documents shall rest with the client. Unless expressly agreed otherwise, original documents, original plans and original data shall remain with the engineering firm. The engineering firm shall retain these for a period of seven years from completion of the services. Upon expiry of this period,

the engineering firm shall be entitled to retain the documents exclusively in digital form. The provision of editable digital data shall require a separate agreement.

9.5 The engineering firm shall not be liable for any alterations or further processing of digitally transferred data after such data has been transferred.

10 Choice of Law, Jurisdiction and Power of Attorney

10.1 Contracts between the client and the engineering firm shall be governed exclusively by Austrian substantive law. References to foreign law shall not apply.

10.2 For all disputes arising out of this contract, the competent court having subject-matter jurisdiction at the registered office of the engineering firm shall have exclusive jurisdiction.

10.3 The engineering firm shall be entitled to represent the client before public authorities and bodies governed by public law. Where necessary, the client shall issue the engineering firm with a corresponding written power of attorney.

11 Insurance (optional, where applicable)

The engineering firm shall maintain professional liability insurance in the amount of EUR […..] for the duration of the contractual relationship and shall provide evidence of such insurance to the client upon request.

12 Data Protection

12.1 The engineering firm processes the client's personal data (in particular, names, addresses, contact details and contract-related information of contact persons) as the controller within the meaning of the GDPR, on the basis of Article 6 (1) (b) GDPR for the performance of the contract and on the basis of Article 6 (1) (c) GDPR for compliance with statutory and professional obligations. Where the disclosure of data to third parties (in particular, public authorities, sub-planners and other project participants) is necessary for the performance of the contract, such disclosure shall be based on Article 6 (1) (b) or (f) GDPR.

12.2 The contact persons designated by the client shall have the right of access (Article 15 GDPR), the right to rectification (Article 16 GDPR), the right to erasure (Article 17 GDPR), the right to restriction of processing (Article 18 GDPR), the right to data portability (Article 20 GDPR) and the right to object (Article 21 GDPR). In addition, they shall have the right to lodge a complaint with the Austrian Data Protection Authority. The engineering firm shall provide further information on the processing of personal data upon request.

12.3 Where the client provides the engineering firm with personal data of third parties (in particular, property owners, tenants, neighbours and other project participants) in connection with the project, the client warrants that all data protection requirements applicable to such transfer have been satisfied, in particular that any necessary consents of the data subjects have been obtained or that another legal basis pursuant to Article 6 GDPR applies. The client shall indemnify the engineering firm against all claims by third parties arising from any transfer of data by the client in breach of applicable data protection law.

12.4 Where the engineering firm processes personal data on behalf of the client and in accordance with the client's instructions in the course of performing the contract (processing on behalf of a controller within the meaning of Article 28 GDPR), the parties shall enter into a separate data processing agreement. The engineering firm shall inform the client if such circumstances arise.

13 Final Provisions

13.1 Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

13.2 The client shall notify the engineering firm without undue delay and in writing of any changes to its address, company name or other details material to the contractual relationship. Notices sent to the client's last notified address shall be deemed to have been received unless the engineering firm has been notified of the change.

13.3 Any amendments or additions to the contract, as well as any waiver of the requirement for written form, shall be made in writing.