



General Terms and Conditions for the Provision of Software Tools

[Simplify Consulting GmbH] – Condominium Accounting

1. Subject Matter of Contract The subject matter of these GTC is the one-time transfer or licensing of Excel-based tools or software templates (hereinafter "Tool") for independent use by the customer. This is expressly not a Software-as-a-Service (SaaS) product; the Tool is operated locally on the customer's own infrastructure

2. Scope of Services & Customer Responsibility

1. The Contractor delivers the Tool in the version functional at the time of purchase.
2. The customer is solely responsible for correct data entry, the professional accuracy of results, and compliance with statutory requirements (e.g. accounting regulations).
3. The Tool does not replace a professional audit of the accounts by an expert.

3. Warranty & Update Liability (Special Clause) The Contractor warrants that the Tool functions in the agreed system environment (e.g. Microsoft Excel 365) at the time of delivery.

1. **Third-Party Updates:** Since the Tool is built on third-party software (in particular Microsoft Office/Windows), the Contractor assumes no liability for ongoing functionality if Microsoft or other providers install updates that impair or disable macro functions or interfaces.
2. **Free Support Period:** Malfunctions reported within **30 days** of delivery that are attributable to the original programming will be remedied free of charge.
3. **Fee-Based Support:** Adjustments required due to system updates by the customer or changes by Microsoft after expiry of the 30-day period are deemed a new order and will be invoiced based on time spent.

4. Usage Rights The customer receives a simple, non-transferable right to use the Tool for the management of the property specified in the purchase agreement. Transfer, resale, or decompilation of the code (VBA/macros) is prohibited without prior written consent.

5. Disclaimer of Liability Liability for damages arising from misuse, loss of profit, or data loss is excluded. The Contractor is only liable for intentional or grossly negligent defects in the software logic itself.