

Terms and Conditions

Offer and Conclusion of Contract

Our offers apply to industry, trade, crafts, commerce, and self-employed professionals (B2B), as well as private customers (B2C).

Cost estimates and quotations are confidential and generally valid for 30 days from the date of preparation, unless explicitly and separately stated otherwise on the respective cost estimate or quotation.

If a cost estimate or quotation has expired, the customer is free to request a new quotation based on an existing but expired quotation, but acknowledges that possible price changes and altered initial conditions may result in deviations in the new quotation compared to expired quotations.

Prices

Unless otherwise stated, all ParaTI prices are in euros and are net prices excluding statutory VAT, without any deductions and without ancillary costs (e.g., packaging, loading, freight, public charges, customs duties, levies, import and export taxes, and fees). Should manufacturing costs, material costs, foreign exchange costs, or the general economic situation change, we reserve the right to adjust prices accordingly.

Service descriptions and billing principles

The following services are provided as examples under the specified service categories. The actual services and their exact scope are specified in the respective offer or contract.

Service (Abbreviation)	Description
Administrative Work (Administrative)	Creating newsletters, letter templates, Excel templates, PowerPoint presentations, emails; data entry and maintenance; obtaining additional information; phone contact with clients; schedule management, etc.
IT Service (IT Service)	Hardware and software support; setup of private and business infrastructures (up to SMEs with 50 employees); various analyses; maintenance and administration of existing systems; system component implementation; web design, etc.
Consulting (Consulting)	Development and implementation of strategies and projects; process and structure analysis; needs identification; training and quality assurance; documentation preparation, etc.

Note: A working week comprises 40 hours (8 hours per day). Only the services expressly specified in the offer or contract are binding.

Remuneration

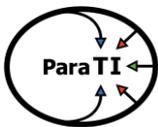
Services not included in the all-inclusive price or not contractually agreed will be carried out based on labor and hourly rates. Labor prices are derived from the agreed prices accordingly.

As a rule, travel and accommodation costs are not included in all-inclusive prices or hourly rates and must be reimbursed separately upon presentation of proof. Management costs and any necessary transport costs are also not included in the price.

Remuneration is generally invoiced monthly. This also applies to the invoicing of individual services not included in the all-inclusive price.

Additional Services

Any additional services will only be carried out upon express request and written order and will be invoiced separately.



Additional services booked by the customer at the time of order placement or immediately thereafter can, if possible, be treated more favourably in the calculation if the type and scope of the additional service can be combined with the ongoing work. If additional services are ordered significantly later or cannot be combined with the work steps of the current order, these additional services will be treated as independent services and may therefore be higher in the calculation.

Payment

Payment of the purchase price must be made exclusively to the account stated on the invoice. Unless otherwise agreed, payment of the total price is due within 30 days of delivery or services rendered. Invoicing is generally done monthly.

In the case of special agreements, a down payment of 30% of the total price is due within 10 days. The remaining amount must be paid within 30 days of delivery or services rendered.

Default of Payment

In the event of late payment, the customer shall pay default interest at a rate of 8% per annum above the base rate of the European Central Bank, but at least 5% per annum.

In the event of default, the dunning procedure is automatically initiated, which is normally announced to the consumer with a free payment reminder. Only if no payment is made in response to this payment reminder and the grace period (which is clearly stated on each reminder) also expires, the chargeable dunning procedure begins. Furthermore, ParaTI reserves the right to assign the outstanding claim to a debt collection agency after prior notice in the dunning procedure.

If the default relates to electronic services such as web hosting, domains, or web services, ParaTI is also entitled to block the affected services or performances in part or in full without further notice and until all outstanding invoice amounts have been paid in full.

Retention of Title

The contractual items remain the property of ParaTI until the invoice amount has been paid in full.

Confidentiality and Data Protection

The parties shall treat all information and data of which they become aware in the course of providing or receiving services under this contract (e.g., business secrets, personal data, know-how) confidentially during and after the termination of the contract. Both parties shall always comply with the provisions of the European General Data Protection Regulation (GDPR). Neither party may disclose this contractual relationship or the content of the contract to third parties. Exceptions exist in the case of statutory disclosure obligations.

This does not apply to information that may be disclosed based on the written consent of the authorized party, is publicly accessible, or is known to a party independently of the contract. In addition, ParaTI may disclose information to third parties that ParaTI engages to provide services, as well as to publicize the services provided in a form customary in the industry and for reference purposes.

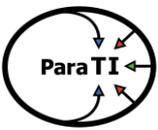
When processing personal data, a data processing agreement pursuant to Art. 28(3) GDPR applies. The data processing agreement applies to all activities related to the order in which personal data is processed by the contractor or by the contractor's authorized representative.

Exclusion of Liability and Warranty

Claims for damages by the customer are excluded unless the damage was caused by willful intent or gross negligence. In the event of slight negligence, ParaTI is only liable for any personal injury.

ParaTI is only liable for foreseeable, contract-typical damages. Furthermore, ParaTI's liability per damage event is limited to the amount of the order value. Liability for loss of profit is excluded.

In the event of liability, only monetary compensation can be demanded.



Claims for damages must be asserted within three years of becoming aware of the damage and the party causing the damage for private customers (B2C) and within one year for industry, trade, crafts, commerce, and self-employed professionals (B2B). After one year from delivery or provision of service by ParaTI, the burden of proof lies with the customer.

The limitations of liability also apply to pre-contractual obligations, i.e., even if no contract is concluded.

The warranty period is 24 months for private customers (B2C) and 12 months for commercial customers (B2B) from acceptance of the service. For B2B customers, the period can be individually agreed. By accepting these General Terms and Conditions, the customer agrees to this shortened period and waives the statutory warranty period.

Storage and Archiving

Products to which ParaTI is entitled, in particular data and data carriers, will only be archived by ParaTI beyond the time of handover of the end product to the consumer or their agent after express agreement and against special remuneration. If the aforementioned items are to be insured, this must be done by the consumer themselves in the absence of an agreement.

Indemnification and Hold Harmless

If ParaTI is claimed by third parties due to alleged infringements of copyrights, ancillary copyrights, or other industrial property rights or personal rights resulting from the execution of a customer's order, the customer must indemnify and hold ParaTI harmless.

ParaTI must immediately notify the customer of such third-party claims and, in the event of legal action, notify the customer of the dispute. If the customer does not join the proceedings as a co-dispute partner of ParaTI in response to the notice of dispute, ParaTI is entitled to recognize the claimant's claim and to indemnify and hold itself harmless from and against the customer, regardless of the legality of the recognized claim.

Place of Jurisdiction

For private customers (B2C), the place of jurisdiction is the customer's place of residence. The law of the country in which the customer has their residence applies. For industry, trade, crafts, commerce, and self-employed professionals (B2B), the place of jurisdiction is Lagos, Portugal. Portuguese law applies. For B2B customers, an arbitration clause can be individually agreed. For all other cases, the place of jurisdiction is Lagos, Portugal. The individual contract with all appendices applies primarily, secondarily these General Terms and Conditions, and additionally Portuguese law.

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