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# Terms and Conditions of LiroS GmbH

## of the Website [us.liros.net](https://us.liros.net)

### 1. Scope of the Consulting Engagement / Subcontracting

1.1 The scope of a specific consulting engagement will be contractually agreed upon in each individual case.

1.2 The contractor (management consultant) is entitled to have the tasks incumbent upon him performed in whole or in part by third parties. The contractor (management consultant) will pay the third party himself. With prior notification, a third party commissioned by the contractor may also invoice the client. No direct contractual relationship of any kind whatsoever arises between the third party and the client.

1.3 The client undertakes not to enter into any business relationship whatsoever with persons and/or companies used by the contractor (management consultant) to fulfill his contractual obligations, either during the term of this agreement or for a period of three years after its termination. In particular, the client will not engage these persons and/or companies to provide consulting services of the same or similar nature as those offered by the contractor (management consultant).

### 2. Safeguarding Independence

2.1 The contracting parties undertake mutual loyalty.

2.2 The contracting parties mutually undertake to take all necessary precautions to prevent any compromise of the independence of the commissioned third parties and/or employees of the contractor (management consultant). This applies in particular to offers of employment or the acceptance of assignments on their own account by the client.

### 3. Protection of Intellectual Property

3.1 The copyrights to the works created by the contractor (management consultant) and its employees and commissioned third parties (in particular proposals, reports, analyses, expert opinions, organizational plans, programs, specifications, drafts, calculations, drawings, data carriers, consulting strategies, funding strategies, etc.) remain with the contractor (management consultant). The client may use them during and after the termination of the contractual relationship exclusively for the purposes covered by the contract. The client is therefore not entitled to reproduce and/or distribute the work(s) without the express consent of the contractor (management consultant). Under no circumstances will the contractor (management consultant) be liable to third parties for any unauthorized reproduction or distribution of the work – in particular, for the accuracy of the work.

3.2 The client may not, under any circumstances, become self-employed, register a business, or establish any other form of business in the same field as LiroS without the prior consent of the company's managing director (LiroS). If the client requires consent from the managing director of LiroS, a written agreement between the managing director of LiroS and the client is

necessary. Should disagreements arise during contract negotiations that prevent an agreement from being reached, the client is prohibited from nevertheless becoming self-employed, registering a business, or establishing any other form of business in the same field as LiroS.

3.3 The client's breach of these provisions entitles the contractor (management consultant) to immediate termination of the contractual relationship and to assert other legal claims, in particular for injunctive relief and/or damages.

#### **4. Client's Duty of Disclosure / Declaration of Completeness**

4.1 The client shall ensure that the organizational framework at its business premises allows for the smoothest possible execution of the consulting project, facilitating the rapid progress of the consulting process.

4.2 The client shall fully inform the consultant about any previously conducted and/or ongoing consulting projects, including those in other fields.

4.3 The client shall ensure that the consultant is provided with all documents necessary for the fulfillment and execution of the consulting project in a timely manner, even without a specific request from the consultant, and that the consultant is informed of all events and circumstances relevant to the execution of the consulting project. This also applies to all documents, events, and circumstances that only become known during the consultant's work.

4.4 The client shall ensure that its employees and the legally required and, where applicable, established employee representation (works council) are informed of the consulting project before the consultant commences its work.

4.5 The contractor works with a credit insurer. Should the credit insurer reject the client for any reason, and a bank guarantee or guarantor is not available, 100% of the expected or agreed-upon fee must be paid in advance (generally before project initiation, otherwise before the start of the consultation or assignment). Any delays due to a lack of advance payment are the client's responsibility. Should the credit insurer reject the application for any reason or no longer provide coverage, the contractor will suspend the consultation with immediate effect.

4.6 A SEPA direct debit mandate will not incur an additional flat processing fee of €100 net. This means that without a SEPA direct debit mandate, you will incur a €100 net processing fee per invoice. This does not affect the client's contribution or the subsidized consultation in general and is to be considered independent of the engagement. The client is responsible for ensuring sufficient funds are available in the account.

4.7 If the funding period ends, the budget is exhausted, or funding is not granted for any other reason, the offer will also apply to the next funding period. This means that if it is not possible to implement the offer in the current funding period, it will be implemented in the next funding period. If this consulting grant (KMUdigital) is no longer available, we may apply for similar or other consulting grants, provided that the agreed-upon co-payment for the consultations is not exceeded.

4.8 If no consultation takes place within 1.5 weeks of the funding commitment, the consulting grant (KMUdigital or similar) will be withdrawn. These two points only apply if the contractor (LiroS) has provided sufficient available appointments and capacity. This does not apply in cases of fault on the part of the contractor (LiroS). This only applies to the subsidized consultation. We ask for your understanding, as otherwise other clients will have to wait for their applications. We want to take responsibility for successful cooperation.

4.8 4.9 The client will always have several contacts (per phase):

1. Sales - Initial Analysis

2. Consulting (Analysis and further review of potentials and projects)

3. Contract Management (Collaboration model and selection of billing options for the identified potentials and projects)

4. Project Processing (Submission of funding applications and/or implementation support for the identified potentials and projects)

If a single point of contact is desired, the client must inform the contractor at the start of the consulting process. The additional costs for a single point of contact will be determined during the consultation. The subsequent process after the consulting phase (success-based contract management), in particular the submission of identified savings/revenue potentials, will only commence once the final invoice has been paid in full.

4.10 You will receive the funding amount back from the funding institution after settlement. (For example, client-side exceptions: insolvency, high debt, fulfillment of the conditions for insolvency or already in insolvency proceedings, debt to government authorities: e.g., Austrian Health Insurance Fund (ÖGK), tax office, Social Insurance Institution for the Self-Employed (SVS), municipality, city, etc. Government-side exceptions: national bankruptcy, written commitments from the government are invalid, etc., such as force majeure.) Should any of these apply, an application for funding may not be feasible.

## **5. Confidentiality / Data Protection**

5.1 The contractor (management consultant) undertakes to maintain strict confidentiality regarding all business matters that come to their attention, in particular trade and business secrets, as well as any information they receive concerning the nature, scope of operations, and practical activities of the client. This also applies to grants/funding combinations that become known to us, are disclosed, and submitted; these may NOT be disclosed to other agencies, management consultants, companies, funding providers, private individuals, or third parties.

5.2 Furthermore, the contractor (management consultant) undertakes to maintain strict confidentiality regarding the entire content of the work, as well as all information and circumstances that have come to their attention in connection with the creation of the work, in particular also regarding the data of the client's customers. This also applies to grants/funding combinations that become known to us, are disclosed, and submitted; these may NOT be disclosed to other agencies, management consultants, companies, funding providers, private individuals, or third parties.

5.3 The contractor (management consultant) is released from the obligation of confidentiality towards any assistants, suppliers, partner companies, cooperation partners, subcontractors, sales representatives, deputies, etc., whom he uses. However, he must fully impose the obligation of confidentiality on them.

5.4 The obligation of confidentiality extends beyond the termination of this contractual relationship. Exceptions exist in the case of legally mandated disclosure obligations.

5.5 The contractor (management consultant) is entitled to process personal data entrusted to him within the scope of the purpose of the contractual relationship. The client warrants to the contractor that all necessary measures, in particular those required under data protection law, such as declarations of consent from the data subjects, have been taken for this purpose.

5.6 The client undertakes to publish public reviews or opinions in connection with the business relationship only with the prior written consent of the contractor. Untrue or misleading statements that could impair the reputation or business activities of the contractor will be prosecuted. In such cases, the contractor reserves the right to initiate injunctions, claims for damages, or other legal action.

## **6. Fees**

6.1 Upon completion of the agreed-upon work, the contractor (management consultant) will receive a fee in accordance with the agreement between the client and the contractor (management consultant). The contractor (management consultant) is entitled to submit interim invoices and request advance payments corresponding to the progress of the work. The fee is due upon invoicing by the contractor.

6.2 The contractor (management consultant) will issue an invoice eligible for input tax deduction, containing all legally required information.

6.3 Any out-of-pocket expenses, disbursements, travel costs, etc., incurred will be reimbursed by the client upon presentation of an invoice by the contractor (management consultant).

6.4 In the event of non-payment of interim invoices, the contractor (management consultant) is released from their obligation to provide further services. However, this does not affect the assertion of any further claims arising from the non-payment.

6.5 If, during the application process for a funding program, the funds are exhausted or the program is terminated due to other unforeseen events, the contractor (management consultant) assumes no liability for incurred costs, and the consulting fee is non-refundable.

6.6 If 70% of the fee is not paid within 10 business days of the commitment or invoice date, default interest of 13.4% will accrue. If payment is only made once monetary success has been recorded or the funding has been disbursed, the success-based fee will increase by at least 10%, plus default interest. Example: If a success-based fee of 35% of the savings amount has been agreed upon, and the invoice is only paid after the funding amount has been disbursed, the success-based fee will increase to 45%, plus additional default interest.

6.7 In case of late payment, for a period of at least 7 business days, we reserve the right to charge reminder fees of €40 to €100.

6.8 If success-based contracts are concluded between the contractor and the client (company), the contractor assumes only those risks that were disclosed to them in writing and expressly agreed upon prior to the conclusion of the contract. This includes, for example, funding rejections, provided these are due to financing-related reasons. Risks arising from company-specific or thematic circumstances that were not communicated to the contractor in writing prior to the signing of the contract, as well as unforeseeable events (e.g., force majeure such as natural disasters, pandemics, or similar events), cannot be assumed by the contractor. The client acknowledges that companies are complex and sometimes unpredictable systems that are not fully controllable. The contractor is therefore not obligated to bear all risks. Unless expressly agreed otherwise, all other risks remain with the client (company). The contractor's liability for gross negligence or willful misconduct remains unaffected. The client is obligated to disclose in writing all relevant circumstances and risks that are significant for the fulfillment of the contract before signing the contract. If these are not disclosed, or not fully disclosed, the contractor is not liable for any resulting damages or disadvantages. This excludes financing-related reasons such as payment difficulties, impending insolvency, and all unforeseen events affecting the client, as the client is solely liable for these. The client must bear the entrepreneurial risk of their own company.

6.9 The contract is considered binding upon the client's commissioning of a service. Cancellation or withdrawal from the contract is excluded. Should the client not utilize the commissioned service, either for their own reasons or due to internal company reasons, the full payment obligation for the agreed fee remains. A refund or credit towards future services is excluded. This applies regardless of whether the use of the service is prevented by external circumstances, changed company strategies, other internal decisions of the client, or other reasons. The invoice is payable according to the agreed payment terms. A delay or non-payment entitles the contractor to claim default interest in accordance with point 6.6 and to initiate legal proceedings.

6.10 All invoices issued by the contractor must be paid within the specified payment period. If funding has been commissioned, the offer will be considered accepted without funding after the payment deadline has passed, and the consulting services will be completely suspended until all invoices have been paid. The contractor is not liable for any damages incurred by the client during the period of suspension of consulting services.

6.11 If the client defaults on payments due or fails to provide necessary cooperation in connection with the agreed contract, the contractor is entitled, after two written reminders with a reasonable deadline each, to separately invoice the resulting additional organizational expenses. For any further additional work expressly required for the proper fulfillment of the contract, an hourly rate of €120.00 net will be charged. Before such additional costs are invoiced, the client will be notified again separately in writing, and a reasonable deadline will be set for fulfillment (unless a specific deadline must be met, e.g., billing deadlines, submission deadlines, specifications, etc.). Responses within 1 to a maximum of 3 business days are generally required. In the event of non-compliance, the contractor must ensure that appropriate representatives/employees are available. This regulation applies exclusively to services that are absolutely necessary for the fulfillment of the contract. The assertion of further legal claims remains unaffected.

## 7. Electronic Invoicing

7.1 The contractor (management consultant) is entitled to send invoices to the client electronically. The client expressly agrees to receive invoices electronically from the contractor (management consultant).

## **8. Term of the Contract**

8.1 This contract generally terminates upon completion of the project.

8.2 Notwithstanding the above, the contract may be terminated by either party at any time for good cause without notice. Good cause includes, in particular,

- a material breach of contract by a contracting party
- a default of payment by a contracting party after insolvency proceedings have been initiated
- justified concerns exist regarding the creditworthiness of a contracting party against whom no insolvency proceedings have been initiated
- and this party, upon request by the contractor, neither makes advance payments nor provides suitable security before the contractor's performance, and the poor financial situation was unknown to the other contracting party at the time of conclusion of the contract.
- or similar

## **9. Warranty**

9.1 The contractor (management consultant) is entitled and obligated, regardless of fault, to rectify any inaccuracies and defects in its services that come to light. It will inform the client of this immediately.

9.2 The client's claim expires six months after the respective service has been rendered.

## **10. Liability / Damages**

10.1 The contractor (management consultant) is liable to the client for damages – excluding personal injury – only in cases of gross negligence (intent or gross negligence). This also applies analogously to damages caused by third parties engaged by the contractor.

10.2 Claims for damages by the client may only be asserted in court within six months of becoming aware of the damage and the liable party, but no later than three years after the event giving rise to the claim.

10.3 The client bears the burden of proof that the damage is attributable to the contractor's negligence.

10.4 If the contractor (management consultant) performs the work with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, the contractor (management consultant) assigns these claims to the client. In this case, the client shall primarily pursue these claims against the third parties.

## **11. General Principles / Scope of Application**

11.1 These General Terms and Conditions apply exclusively to all legal transactions between the client and the contractor (management consultant). The version valid at the time of conclusion of the contract shall apply.

11.2 These General Terms and Conditions also apply to all future contractual relationships, even if no express reference is made to them in supplementary agreements.

11.3 Any conflicting General Terms and Conditions of the client are invalid unless expressly acknowledged in writing by the contractor (management consultant).

11.4 Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions or the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid

provision that comes closest to its intended meaning and economic purpose.

11.5 Our team will contact you between 6:00 a.m. and 10:00 p.m. Outside of these hours and on public holidays, we will only contact you in urgent cases or emergencies if damages would otherwise occur. The contractor reserves the right to send written WhatsApp messages to the client at any time.

11.6 All our consultations will take place exclusively via Google Meet.

11.7 All our offers and contracts are net prices; VAT will be added.

## **12. Optimizations, Funding, Savings, and Revenue Potential**

12.1 After reviewing the optimizations, funding, and savings potential, the contractor may also offer the client a success-based fee for defined projects or those specified in the offer.

12.2 If the client has already begun or (partially) successfully implemented optimizations, funding, and savings potential on a defined project or those specified in the contract, either internally or before engaging the contractor, the contractor will always be compensated with a percentage of the total savings or funding costs as specified in the offer. This also applies, for example, to funding applications already submitted in full by the client.

12.3 As soon as the client becomes fully or partially aware of optimizations, funding opportunities, cost savings, revenue potential, etc., through the contractor (management consultant) (even before signing the contract, i.e., also verbally), the client is obligated to implement these optimizations and potentials with the contractor (management consultant) in any case, for a standard fee (a partially success-based fee is also possible). Otherwise, written confirmation and consent must be obtained from the contractor (management consultant).

12.4 When utilizing funding programs, in particular KMU.DIGITAL, the following also applies: If more than two consulting engagements are commissioned within the framework of the aforementioned funding program, it should be noted that, due to funding regulations, only two strategy consulting engagements may be conducted concurrently. Further commissioned strategy consulting engagements can only commence after the complete completion of one of the ongoing engagements.

LiroS GmbH is not obligated to commence or execute further strategy consulting engagements prematurely as long as this condition is not met.

Furthermore, all strategy consultations within the framework of KMU.DIGITAL must be pre-financed. Funding can only be applied for after the service has been fully completed and invoiced.

## **13. Cancellation Policy for Appointments**

13.1 Scheduled consultation appointments are binding. Cancellations by the client must be submitted to the contractor (business consultant) exclusively in writing (e.g., by email).

13.2 If a confirmed appointment is cancelled at least 24 hours before the scheduled start time, a flat processing fee of EUR 50.00 plus VAT will be charged.

13.3 For cancellations within 24 hours of the scheduled appointment or in the case of a no-show without prior notification, the contractor (business consultant) reserves the right to charge a flat cancellation fee of EUR 100.00 plus VAT.

13.4 In justified exceptional cases, particularly in cases of demonstrably unavoidable impediment (e.g., illness or accident), the contractor (management consultant) may, at its sole discretion, waive all or part of the fees stipulated in paragraphs 2 and 3.

13.5 By scheduling an appointment, the client expressly acknowledges these terms and conditions.

## **14. Final Provisions**

14.1 The contracting parties confirm that all information provided in the contract is accurate and truthful and undertake to promptly notify each other of any changes.

14.2 Amendments to the contract and these General Terms and Conditions must be in writing; this also applies to any waiver of this formal requirement. No oral side agreements exist.

14.3 This contract is governed by Austrian substantive law, excluding the conflict-of-laws rules of private international law. The place of performance is the location of the contractor's (management consultant's) place of business. The court at the contractor's (management consultant's) place of business has jurisdiction over any disputes. The client may not, under any circumstances, become self-employed, register a business, or establish any other form of business in the same business field as the company (LiroS) without the prior consent of the managing director of the company (LiroS). If the employee requires consent from the managing director of the company (LiroS), a written agreement between the managing director of the company (LiroS) and the client is necessary. Should disagreements arise during contract negotiations that prevent an agreement from being reached, the client is prohibited from becoming self-employed, registering a business, or establishing any other legal entity with the same business activities as the company (LiroS).

14.4 The client undertakes to treat all information obtained within the scope of the business relationship concerning the contractor, its business processes, customers, and services provided as strictly confidential. This obligation applies both during and after the termination of the contractual relationship and includes refraining from disclosing such information to third parties, disseminating it internally, and publishing it on social media, review platforms, in public institutions, or other public or digital media, etc. The client shall refrain from making defamatory, untrue, or damaging statements about the contractor or its services, particularly if these statements are likely to impair the contractor's economic reputation, business success, or trustworthiness. This includes, in particular, slander and libel in accordance with applicable legal provisions. For each culpable breach of this confidentiality obligation or the prohibition of defamatory actions, the client agrees to pay a contractual penalty of EUR 10,000 per breach. This does not affect the right to assert further claims for damages, in particular for lost profits, reputation management costs, public relations activities, or legal fees. Should the breach consist of an ongoing act or omission, the client agrees to pay an additional contractual penalty of one-tenth of the aforementioned amounts for each day of the breach. In the event of a dispute, the client bears the burden of proof that any statement made was truthful and did not harm the contractor's business operations or reputation. Furthermore, the client agrees to cooperate in clarifying the matter and to disclose all relevant communication evidence. In addition, the following applies: If an untrue or defamatory statement is disseminated online or otherwise to third parties (e.g., customers, business partners), the client is obligated to pay a daily contractual penalty of at least EUR 50 net per day of publication or continuing effect. This penalty may be increased – depending on the severity of the violation – at the contractor's reasonable discretion to up to EUR 500 net per day. Relevant factors include, in particular, the scope, content, and intent. This contractual penalty is contingent upon fault; however, proof of specific damages is not required, as reputational damage is typically difficult to quantify and is considered to have occurred simply by virtue of the violation.

14.5 Austria is agreed as the place of jurisdiction upon conclusion of this contract.

14.6 The invalidity of individual provisions of this contract, for whatever reason, shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that most closely reflects the purpose of the contract and the interests of the contracting parties.

As of March 2, 2026

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Please note: We cannot guarantee any results. The success shown is based on consistent implementation and the personal commitment of the individuals within their respective organizations. Such results are generally achievable only after a prior 1:1 consultation as part of a potential analysis and/or strategy session, during which you learn about our strategies and methods and then make further decisions regarding implementation.

This is not a “quick revenue boost and immediate cost-saving” program.

This offer is provided by a legally registered company with physical offices in Lower Austria and Vienna, a real team of employees, and real clients.

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