

# General Terms and Conditions of Purchase

Version: December 2017

## 1. Definitions

1.1. Client (=INGENIA GmbH); Contractor (=Supplier); Parties (= Client and Supplier);

## 2. Scope of application

- 2.1. These General Terms and Conditions of Purchase apply exclusively to all orders placed by the Client, unless the Parties have expressly agreed otherwise in writing. The version that is valid at the time when the contract is concluded applies; this can be found online at ([www.ingenia.at](http://www.ingenia.at)).
- 2.2. No other general terms and conditions apply - even if they have not been expressly rejected in the individual case.
- 2.3. The following provisions on the delivery of goods apply mutatis mutandis to services. The assembly conditions of the Austrian Industry Trade Association for Mechanical Engineering and Steel Construction Industry (*Fachverband der Maschinen- und Stahlbauindustrie*) are only applicable to the extent that they do not contradict these General Terms and Conditions for Purchase.
- 2.4. Confirmation or execution of an order by the Client always constitutes unrestricted consent by the Contractor to the application of the General Terms and Conditions for Purchase.
- 2.5. If there are any discrepancies between the documents relating to a business transaction, the following order of priority applies (whereby a rule contained in a document further up in the list prevails over an incompatible rule contained in a document below it):
- the Client's order, whereby any reference made to an offer by the Contractor is considered to be a reference to the technical specifications only, not to any commercial conditions attached to that offer
  - any framework agreements that may exist between the Client and the Contractor
  - these General Terms and Conditions of Purchase
  - any technical service agreements, agreements on quality and all other arrangements of this kind
  - if none of the documents listed above contain a relevant provision, any commercial conditions set out in the Contractor's contractual documents (offer, order confirmation, etc.)

## 3. Conclusion of contract

- 3.1. The Contractor will always bear the costs of preparing, drafting and sending the offer (including cost estimates).
- 3.2. If the Contractor does not expressly state in the individual case that its offer is non-binding, it is bound by all declarations set out in the respective offer (in particular those declarations which relate to product specifications, scope of supply and scope of service as well as statements of costs) for a period of 30 calendar days, running from the date when the Client receives the offer. The Client has placed its order in a timely manner if it sends that offer within this deadline.
- 3.3. Orders placed by the Client which relate to a non-binding offer by the Contractor or which legally constitute an offer for purchase by the Client, are only effectively concluded if the Contractor has given an order confirmation which matches the order. An order confirmation whose content does not match that of the order is considered to be a new offer by the Contractor and requires express written acceptance by the Client. If the delivery is made in spite of this, this is considered as agreement to the terms of the order; consequently, only these General Terms and Conditions of Purchase apply to such a delivery. The Contractor must confirm the order in writing by sending a matching written order confirmation without delay, but in any case within 5 working days of receiving the order. Until it receives as proper order confirmation, the Client may at any time revoke or amend its order, either wholly or in part; this does not give rise to any claims for the Contractor.
- 3.4. In all other cases, the contract is deemed concluded with legal effect when the order is received. Order processes of this kind must also be confirmed by the Contractor in writing without delay, but in any case within 5 working days after receiving the order; if the Contractor fails to make such confirmation, the Client may withdraw from the contract free of charge within a further 5 working days.
- 3.5. The Client's order number must be stated on all correspondence, offers, invoices and delivery notes, otherwise the order does not set time running for the applicable deadlines.

## 4. Price

- 4.1. In the absence of an express agreement to the contrary, prices include all levies, taxes, tolls and ancillary costs. Ancillary costs include costs of packaging, loading, transport and obtaining export and import permits. The price is a non-negotiable fixed price and covers everything which the Contractor is required to do to perform its obligations; this includes any kind of documentation within the meaning of Article 8 of these General Terms and Conditions of Purchase and also relates to all services rendered as part of any necessary manufacturing or assembly processes; this also applies if these services were not expressly mentioned in the order. In the absence of a written agreement to the contrary, the price is DAP (Delivered At Place, at the named place) pursuant to Incoterms 2010.
- 4.2. The Client does not accept any price escalation clauses, unless such a clause has been individually negotiated and agreed in writing in the individual case.
- 4.3. The price also includes the transferral by the Contractor to the Client of unrestricted, unencumbered ownership in all documents, plans and documentation, all other documents required for manufacture, maintenance and operations, and all intellectual property rights (patent and trademark rights, copyrights, design rights etc.) which are required for the proper, free use of the services rendered by the Contractor as agreed under the contract; this also applies to services which are rendered by sub-contractors. If third party industrial property rights relating to the delivery/services ordered are breached, the Contractor must fully indemnify and defend the Client in this regard.

## 5. Payment conditions

- 5.1. In the absence of an agreement to the contrary, invoices fall due for payment within 30 days (with a 3% discount) or within 60 days (net).
- 5.2. Periods for payment begin to run when a correct and complete invoice (see also Article 7) has been received and a subsequent 5 day period for checking the invoice expires; however, the period for payment does not begin to run before delivery has been made in full and is free from defects and acceptance is complete.
- 5.3. All payments made to the account reported by the Contractor will discharge the corresponding debt. In the event of a default on payment, default interest of a maximum of 4% p.a. is agreed; the Client must only reimburse the costs and fees incurred for issuing warnings and collecting debts if this is mandatory under law.
- 5.4. Assigning payment claims to third parties is only permitted with the prior written consent of the Client.
- 5.5. The Client reserves the right to set off claims with counterclaims.
- 5.6. Down payments and partial payments require an express written agreement and will (in the absence of an express agreement to the contrary) only fall due for payment after an unconditional, irrevocable bank guarantee (which can be drawn without having to state reasons) from a reputable European bank covering the amount of such payment has been received; the deadlines and periods for discounts set out in Article 5.1 must be taken into account.
- 5.7. Under no circumstances do payments by the Client constitute an acknowledgment that the delivery was made properly or completely.
- 5.8. A retention of 10% is agreed for the duration of the guarantee period for orders of EUR 30,000.00 and above (for details, see Article 14.6).

## 6. Delivery, fulfillment and defaults on delivery

- 6.1. In the absence of an express agreement to the contrary, all services rendered by the Contractor must be made DAP (Delivery At Place) pursuant to Incoterms 2010.
- 6.2. The place of fulfillment is the place to which the goods must be delivered pursuant to the order or where the work must be performed pursuant to the order (place of destination). In case of doubt, this is the Client's delivery address stated in the order.
- 6.3. In the absence of an express arrangement to the contrary, the delivery dates and delivery times are always binding, fixed-date transactions. If a delivery times are agreed in the place of actual dates, the delivery time begins to run when the contract is effectively concluded.
- 6.4. Delivery dates and delivery times have been complied with if a delivery/service was made/rendered completely and in compliance with the agreement at the agreed time (regardless of the provisions of the agreed incoterm rules) and was able to be successfully accepted within the meaning of Article 10 of these General Terms and Conditions of Purchase.
- 6.5. Without the Client's consent, it is not permitted to pass on the order (either wholly or in part) to sub-contractors.
- 6.6. If the Contractor delays in performing its contractual obligations for any reason and regardless of any fault, the Client is entitled, in its own discretion, to either
- (after first setting a grace period for performance of 10 working days) withdraw from either the whole, or a part of, the contract and fully indemnify and defend the Contractor for all detriment it suffers because of this
  - insist upon the performance of the contract and enforce claims for all damage actually suffered against the Contractor
- 6.7. In principle, incomplete and/or defective deliveries or services are considered a failure by the Contractor to perform its delivery obligations; they trigger the consequences of default under Article 6.6 of these General Terms and Conditions of Purchase. Deliveries and services which are already located at the Client or which have been accepted in fact by the Client despite being incomplete and/or defective, under no circumstances constitute the fulfillment of the order, but will be stored at the Contractor's expense and risk until the deliveries and services have been made/rendered completely and are free of defects.
- 6.8. As soon as it becomes apparent to the Contractor that it could experience difficulties in complying with delivery dates, it must notify the Client of this without delay, stating an alternative delivery date. The Client may then withdraw from the contract without delay, regardless of any claims to damages. If the Client does not exercise this right and agrees to the alternative delivery date in writing, the Client may not withdraw from the contract for default before this alternative appointment for delivery has expired; this does not affect its claims to damages because of the original delivery date being missed pursuant to Article 6.6 that relate to the period between the original delivery date and the alternative delivery date.
- 6.9. If there are any doubts about the Contractor's capacity or willingness to perform, either before or after the services are due to be rendered, and the Contractor is at fault for this, the Client is entitled to set the Contractor a period to make a declaration of - and, if required, furnish proof of - its capacity or willingness to perform. If this period expires without such declaration being made, the Client may choose to withdraw from the contract without delay and claim damages for failure to perform the contract or insist on performance of the contract and enforce its claims for damages under law or contract.
- 6.10. If a delivery is made early, the Client is not obliged to accept it; however, if it accepts the delivery, it may charge the Contractor for the costs resulting from such early delivery by unilaterally deducting them from outstanding payments. Early deliveries do not affect existing payment dates.

- 6.11. Partial deliveries are only permitted if this has been agreed in writing. If such an agreement has been concluded, the Client is entitled to make use of partial performance before the entire performance has been rendered; this does not constitute confirmation that the Contractor has rendered performance in compliance with the contract or a waiver of any other legal consequences. If there is a delay in rendering partial performance, the Client is always entitled to withdraw from the contract with regard to the entire performance, including the parts of performance which have already been rendered.
- 6.12. Disputes between the Client and the Contractor concerning (or in connection with) the relevant order relationship or other business relationships do not give the Contractor any right to retain, withhold or suspend deliveries and/or services which have fallen due.
- 6.13. The usual working hours and organizational customs and habits at the Client and/or the final customer apply to all of the Contractor's employees and those of its sub-suppliers. The affected parties must obtain information on this from the Client before commencing work.
- 6.14. If the Contractor performs services which are charged for by the hour, the Client must give a written confirmation for the work done each day; any work done which is not confirmed will not be paid for. Any information on work paid by the hour which is contained in reports must be legible, or it will not be accepted. Written proof of work done/reports on work paid by the hour must be attached to the invoices. The respective valid statutory provisions on working hours must be complied with in any case.
- 7. Invoicing**
- 7.1. Invoices must be sent by email to the following email address: [invoice@ingenia.at](mailto:invoice@ingenia.at). Invoices which are sent to an email address other than the one stated or which are sent in another form, are deemed not to have been delivered.
- 7.2. Without the Client's express consent, only one order may be settled per invoice.
- 7.3. Invoices which do not comply with our terms and conditions or provisions of public law (in particular customs and tax laws), or which do not comply with statutory form requirements (e.g. section 11 VAT Act) are deemed not to have been issued.
- 8. Documentation**
- 8.1. The provision of complete and accurate documentation by the Contractor is a fundamental and inseparable part of the overall scope of delivery. Documents which have been defectively executed or where the coding contains errors or does not comply with the state of the art for the industry, are deemed not to have been delivered.
- 8.2. Documentation means all the written, graphic or other documents relating to the deliveries and services made or rendered by the Contractor, and which help the Contractor and the Client to perform their obligations towards their other contractual partners and the state bodies affected by the respective transaction, in a timely manner and in the most economic way possible.
- 8.3. The Contractor must always provide the respective documentation properly and in a timely manner so that all delivery and customs formalities can be settled in the most time- and cost-efficient way and any permits from state authorities obtained. The Contractor is liable to the Client for any detriment which the Client suffers in this regard.
- 8.4. If the Contractor is unable to provide the documents under the contract to the Client within the applicable deadline, it will be deemed to have defaulted on performing its overall contractual obligations.
- 8.5. If the documentation does not become its own property, the Client acquires an unlimited right to use the work contained in the documents and is entitled (among other things) to pass on the documentation received from the Contractor or its sub-contractor to its contractual partners.
- 9. Shipping and packaging**
- 9.1. The Client is entitled to determine the type of shipping and packaging that will be used before making the delivery.
- 9.2. If the Client does not make any choice in this regard, the Contractor must select the most suitable type of shipping and packaging for the relevant delivery in order to achieve proper delivery, which is appropriate for the type of transport used. Care must be taken to prevent the goods being damaged and to ensure that all applicable statutory provisions are complied with.
- 9.3. Any statutory rules on packaging must also be complied with. The Contractor hereby assures (in compliance with the Packaging Regulation and the Objective Regulation) that it will manage the packaging it puts into circulation for the first time according to an ARA license agreement or as an independent disposal entity according to the Packaging Regulation. If it participates in the ARA-system, it will furnish the appropriate proof of this when the first invoice is issued without being specifically requested to do so.
- 10. Right of inspection and acceptance**
- 10.1. Subject to notification a reasonable period in advance, the Client and its agents and/or third parties nominated by the Client may enter the Contractor's manufacturing plants (and/or those of its sub-contractors) at any time in order to inspect the manufacturing status, the use of suitable materials and the proper execution of the services ordered. These inspections do not have any legal effect on acceptance; an inspection does not replace acceptance, nor does it restrict the Contractor's sole responsibility for rendering its services; in particular, it cannot form the basis of an objection because of contributory fault on the part of the Client.
- 10.2. Regardless of the Client's right of inspection set out in Article 10.1 of these General Terms and Conditions of Purchase, the Contractor must conduct all necessary checks and tests to verify whether the delivery complies with the contract.
- 10.3. If acceptance inspections are desired, these must be agreed in writing between the Contractor and the Client.
- 10.4. Acceptance is deemed successful when the acceptance certificate is issued. This is a record of confirmation by the Client that the deliveries and services made/rendered by the Contractor have been prepared and executed free of defects and in compliance with the contract (as far as this could be determined during the acceptance inspection). With regard to machines or process-related deliveries, this also includes proof of compliance with performance thresholds as part of an agreed/customary test run.
- 10.5. Defects found during the acceptance inspection must be remedied by the Contractor without delay. The Client may refuse acceptance until all defects have been completely remedied and demand that the inspection be repeated. The Contractor must bear the expenses and costs of such repeat inspection.
- 10.6. If acceptance cannot be done in a timely manner for circumstances for which the Contractor is to blame (including its failure to remedy existing defects), the Client may avail itself of any remedies for or options upon default under the law or contract.
- 10.7. Defects which were not found during the acceptance inspection and did not prevent an acceptance certificate being issued may be enforced by the Client at any time during the guarantee period.
- 11. Transfer of risk**
- 11.1. Subject to any written agreements to the contrary, the point when risk transfers is determined in accordance with Incoterms 2010.
- 12. Transfer of title / retention of title / copyrights**
- 12.1. Under no circumstances will the Client accept declarations by the Contractor or a third party and will reject any agreements according to which the Contractor or a third party retains property rights or similar control or disposal rights in the goods. Furthermore, it is expressly agreed that no other forms of retention of title by the Contractor or third parties, which are either wider in scope or longer in term, are permitted.
- 12.2. The Client expressly retains title and/or the copyrights in the orders and commissions it places, including (but not limited to) in the drawings, diagrams, calculations, descriptions, plans, samples, models, drafts, sketches, components lists and other documents provided to the Contractor.
- 13. Amendments**
- 13.1. If the Contractor is of the opinion that the changes the Client requests are not covered by the contract price or would result in an extension of the contractual term, it should not execute such changes without first concluding a written amendment order on the changes in the contract price or contractual term with the Client. If no such amendment order is concluded, all changes requested by the Client are deemed to be included in the contract price and must be fulfilled within the agreed deadline for delivery.
- 13.2. By accepting an order from the Client, the Contractor undertakes to inform the Client within three months of: any future change being made to a goods ordered from it, or such goods being substituted by another type and/or the type designation of an ordered good being changed, or such a good being discontinued without replacement. The Contractor must bear any detriment which results from failure to fulfill these conditions.
- 14. Guarantee**
- 14.1. The Contractor guarantees that the Client acquires unrestricted and unencumbered ownership in the goods delivered and services rendered, that the goods or the work performed have all the characteristics which have been contractually agreed either explicitly or implicitly, and that they were manufactured or rendered using the best possible materials according to the latest state of the art and in compliance with all provisions of law and the state authorities applicable in the country of manufacture, delivery and destination as well as the relevant EU standards (products which are subject to labeling requirements under EU directives must be delivered with the appropriate CE-label and declaration of conformity). If no characteristics have been expressly agreed, the characteristics, suitability and use of the delivery/service which are usually required for the intended use are deemed to have been agreed.
- 14.2. Any obligations which the Client may have to make inspections or to notify defects are excluded. The Client may enforce any defects at any time during the guarantee period; the Contractor expressly waives the objection of late notification of defects.
- 14.3. If a defect emerges, the Contractor is under an obligation for the entire guarantee period to prove that the goods delivered and the work performed did not have that defect at the time they were delivered/performed.
- 14.4. The Client may choose, at its own discretion, to have the relevant good/service improved, substituted, reduced in price or to rescind the contract. The Contractor is bound by the Client's choice. The Client has the sole power to decide whether to have the defect remedied at the place where the good is located or the work has been performed, at the place of delivery or at the Contractor's delivery address (whereby the goods/work performed will be sent back and returned to the Client at the Contractor's expense).

- 14.5. In the event of defects, the Client is entitled to remedy the defect itself or arrange to have this done by a third party at the expense and risk of the Contractor; alternatively, the Contractor will ensure that the defect is remedied within 10 working days, running from the time of collection until redelivery to the Client. In case of imminent danger, the Client may remedy the defect immediately at the Contractor's expense and risk. The Client may deduct such claims to damage from its outstanding payment obligations.
- 14.6. The guarantee period is 24 months, running from the goods/work performed being put into operation/use at the final customer, but expires in any case 30 months after the goods have been delivered or the work performed has been accepted (transfer of risk). A written notification of a defect by the Client stops the guarantee period running. If the remedy of defects under the guarantee obligations is complete, this starts the guarantee period running again for the entire delivery/work performed under the contract.
- 15. Warranties / liability / penalties**
- 15.1. Besides the guarantees provided, the Contractor warrants that the deliveries it makes and the work it performs have/has the characteristics expressly specified or otherwise promised or generally required and are complete and suitable to meet needs in the individual case; furthermore, it warrants that materials were used which were free of defects and that these materials were processed according to the latest state of the art.
- 15.2. In the absence of other agreements, the warranty period expires 24 months after the goods delivered/work performed has been put into operation/use at the final customer, but at the latest 30 months after the final delivery is made under the relevant order, if the Client was to blame for the delay. The warranty period is automatically extended by any periods of downtime or periods when the goods delivered/work performed could not be used. If a part has to be substituted or repaired, a new warranty period for this part will start to run when it is incorporated or when the repairs are complete. The new warranty period for the affected part will be of identical length as for the initial delivery.
- 15.3. In the event of a default on the deliveries to be made and the services to be rendered, the Contractor must pay the Client a penalty of 2% of the agreed overall gross contract value for each calendar week begun, but limited to a maximum of 10% of the overall gross contract value. This penalty is payable regardless of fault or whether the Client furnishes proof of the damage and is not subject to any judicial right of mitigation.
- 15.4. If contractual penalties are agreed, these may be enforced regardless of (and in parallel to) compensation for any damage incurred. Exclusions or limitations on liability of any kind are not accepted.
- 15.5. The Contractor is liable to the Client for damage from defects and consequential damage from defects, regardless of whether such damage is incurred by the Client or one of its contractual partners.
- 16. Product liability**
- 16.1. The Client may enforce all claims to damages and recourse, including all claims under the Austrian and European rules on product liability, without limitation and regardless of the degree of fault. If any kind of damage arises, the Contractor bears the burden of proof that it was not at fault in any way. The Contractor must fully indemnify and defend the Client for any product liability claims lodged against it. This includes paying compensation for any costs of legal representation, fees for experts or any procedural costs.
- 16.2. If the Contractor is not the manufacturer or if it did not import the product into the European Economic Area itself, it must disclose its own supplier in Austria or the European Economic Area in writing within 14 days; failure to do this result in the Contractor becoming liable as manufacturer. If a defect in a product has been proven in an assessment by a court sworn expert, the Client may indemnify its direct customers or the final customer and recover the expenses it incurs from the Contractor by way of recourse. Recourse liability of the manufacturer in the abovementioned scope also applies for products which are manufactured or put onto the market under the designation "Client" and for which the Client is liable to the final customer as deemed manufacturer.
- 17. Origin of the goods, proof of preference and customs settlement**
- 17.1. The Contractor must present a long-term supplier's declaration for all items it delivers, stating the preferential status of the goods delivered ("Goods with preferential origin EU" or "Goods without preferential origin EU"). If it fails to comply with this obligation, or if declarations issued contain errors, the Contractor is liable to the Client for all damage arising from this.
- 17.2. Furthermore, the Contractor will check whether its products are subject to any prohibitions, restrictions and/or permit obligations as part of the international movement of goods (e.g. with regard to export lists, Dual-Use Regulations, US re-exporting rules etc.) and provide correct and clear information on them (as applicable) in its offers, order confirmations and all other documents which accompany the goods. If it fails to comply with this obligation, the Contractor is liable to the Client for any damage which results from it. When settling customs, the Contractor must provide assistance to the Client at the latter's unilateral request, without delay. The Contractor is not entitled to any fee for providing such assistance. If the Client so desires, appropriate proof of inspections or type examinations must be presented.
- 18. Insurance**
- 18.1. The Contractor must maintain the insurance policies necessary for performing the contract (in particular those covering damage from guarantee or warranty claims and transport) with a level of coverage customary for the industry with a reputable insurance company (and provide written confirmation of the existence of such insurance to the Client upon its request). These insurance policies must be valid for the final destination where the goods delivered/services rendered will be used (location of the Client's final customer).
- 19. Provision of materials and tools**
- 19.1. Materials and tools provided by, and any equipment belonging to, the Client remain its property and must be stored and managed separately and be appropriately labeled, free of charge for the Client. The Client does not assume any liability for the tools and equipment it provides.
- 20. Confidentiality and references**
- 20.1. The Contractor irrevocably undertakes to keep all business and trade secrets (including documents such as drawings, plans, components lists, samples etc.) which the Client discloses or provides to it or of which it becomes aware in another way in the course of the business relationship with the Client, confidential and refrain from disclosing them to third parties without the Client's consent. Furthermore, the Contractor will only use information in compliance with the contract concluded. This confidentiality obligation survives the termination of the business relationship and continues in effect for a further 5 years after the termination of the business relationship. If no contract is concluded, it will remain effective for a period of 5 years, running from when the Client makes an offer. This confidentiality obligation also applies to all employees of, and any sub-contractors engaged by, the Contractor; the Contractor is liable both for its own conduct and that of third parties if the confidentiality obligation is breached.
- 20.2. The Contractor must completely return or destroy any documents (or any copies made of such documents) provided to it by the Client after an offer is rejected or after execution of the order, without being specifically asked to do so.
- 20.3. Advertising and publications relating to orders placed by the Client and the inclusion of the Client in the Contractor's list of references require the Client's prior express written consent.
- 21. Third party rights**
- 21.1. The Contractor is liable for ensuring that neither the delivery, use and transport of the items forming the subject matter of the contract, nor the services it provides breach patents or commercial property rights of third parties.
- 22. Force majeure**
- 22.1. The Contractor is only released (wholly or in part) from the obligation to perform the contract in a timely manner if it is prevented from doing so because of force majeure events. Only those events that would have been unforeseeable and unavoidable for an experienced supplier and which are beyond the supplier's domain are considered to be force majeure. The following events are not considered force majeure: Measures taken, and prohibitions imposed by, state authorities, disruptions to operations, delays in supply by prior suppliers, delays in transport and customs settlement, energy and raw material shortages, strikes, cybercrime.
- 22.2. A Contractor who has been impeded by a force majeure event can rely on force majeure only if it notifies the Client of the beginning and foreseeable end of the impediment, and provides proof of the existence of such circumstances in an appropriate form without delay, but in any case within 5 working days.
- 22.3. If there is a force majeure event, the Contractor must make all efforts to remedy or mitigate the difficulties and foreseeable damage and keep the Client informed on an ongoing basis. Failure to do this results in an obligation of the Contractor to pay damages.
- 22.4. Delivery dates and delivery times cannot be met because of the effect of a force majeure event will be extended by the duration of the direct effects of the force majeure event. If such a force majeure event continues for more than 2 calendar weeks, the Contractor may, in its own discretion, withdraw from the contract either wholly or in part.
- 22.5. The Client has no liability to the Contractor for any consequences of impediments to performing the contract which were caused by a force majeure event. In particular, the Contractor is not entitled to withdraw from the contract in case of force majeure events or reduce the price and/or demand payment of additional amounts.
- 23. Withdrawal from the contract / termination**
- 23.1. The Client is entitled, regardless of its statutory or other contractual claims and without incurring any additional costs, to declare its withdrawal from a contract concluded based on these General Terms and Conditions of Purchase, either wholly or in part, and without having to comply with delivery times and delivery dates, if there is good cause:
- a breach by the Contractor of rules enacted by state authorities or provisions of these General Terms and Conditions of Purchase
  - if the Contractor has difficulties in making payments or if an application has been made to open insolvency proceedings or judicial composition proceedings over the Contractor's assets
  - if the Contractor has made agreements or arrangements with other persons which are detrimental to the Client, contravene public policy or restrain competition
  - if the Contractor has, directly or indirectly, promised or granted benefits to employees of the Client or has threatened or inflicted detriment on them
- 23.2. If a reason exists which entitles it to withdraw from the contract, the Client may withdraw from the contract after issuing a single written request for performance to the Contractor (which sets a grace period for performance of 5 working days), or with immediate effect if there is imminent danger or these General Terms and Conditions of Purchase provide for this in another provision, and obtain substitute performance at the Contractor's expense and risk, without having to provide any further notification to the Contractor. The Contractor must bear any costs or damage incurred as part of obtaining substitute performance.
- 24. Applicable law and legal venue**
- 24.1. These General Terms and Conditions of Purchase and the conclusion, interpretation and performance of every supply contract based on these General Terms and Conditions for Purchase, are governed by Austrian law, excluding the provisions of UN Convention Contracts for the Internal Sale of Goods.

24.2. With regard to Contractors which have their registered office within the European Union or an EFTA member state, Wels is agreed as the exclusive legal venue. Any disputes which arise from or in connection with contracts with Contractors which have their registered office outside the European Union or an EFTA member state will be finally settled in compliance with the Arbitration Rules of the International Chamber of Commerce (ICC) by one or several arbitrators appointed pursuant to these Rules. The place of arbitration is Vienna. The Client reserves the right to bring its claims before the courts of the place where the Contractor has its registered office. The language of arbitration will be German.

**25. General provisions**

- 25.1. Without the express consent of the Client, the Contractor is not permitted to assign or transfer either rights or obligations under a contract concluded on the basis of these General Terms and Conditions to a third party.
- 25.2. Any later amendments and supplements must be in writing.
- 25.3. If the Client grants any waiver with regard to a breach of obligation or a failure to perform or a right or remedy, this must be expressly set out in writing to be effective.
- 25.4. People who make declarations vis-à-vis the Client on behalf of the Contractor are deemed to have been fully authorized to do so, without restriction.
- 25.5. If a provision of these General Terms and Conditions of Purchase or a contract based on these General Terms and Conditions of Purchase is, or becomes, ineffective, this does not affect the remaining provisions. Instead of the ineffective provision, a provision will apply which comes as close as possible to the economic content of the ineffective provision. This also applies in the case of loopholes in these General Terms and Conditions of Purchase or the relevant contract.
- 25.6. The Client is entitled to save, transmit, edit and delete the Contractor's personal data in the course of business dealings.