

General Terms and Conditions ("GTCS") - 13.11.2012

1. Scope, offer and order confirmation, reservation

- 1.1 These GTCS apply to all deliveries or services of Powerlines Group GmbH and of the Austrian companies affiliated to its group under § 228 (3) UGB as a supplier ("Supplier") to companies regardless of whether Supplier provides same or purchases them from third parties. These GTCS shall also apply in their respective version as a framework agreement for future orders with the same Customer, without Supplier having to refer to them again in each individual case, until Supplier gives Customer notification of changed GTCS. If Customer does not does not reasonably object the amended GTCS in writing within a two week period following notification, the amended GTCS shall be deemed accepted.
- 1.2 These GTCS shall be part of the contract on acceptance of an order and they apply exclusively. In particular, Supplier is only bound by GTCS of any type, in particular purchase conditions, of Customer to the extent that these agree with these GTCS or where he has agreed to them explicitly in writing; this is also the case if they are located on company paper and similar of Customer and Supplier does not object to them anew. In particular, performance on the part of Supplier shall not be construed as acceptance of contractual terms deviating from these GTCS.
- 1.3 Unless otherwise agreed, all offers by Supplier are non-binding and do not require Supplier to provide service. Supplier explicitly reserves the right to make technical and other changes. Information in catalogues brochures, displays, price lists and the like on the deliveries or services offered by Supplier are not binding.
- 1.4 With the order, Customer declares his offer of a contract to be binding. Supplier is entitled to accept the offer of a contract contained in the order within seven working days or refuse the acceptance of the order without giving any reasons. Supplier may obtain or request documentation required proving the identity and credit rating of Customer.
- 1.5 A contract is deemed concluded as soon as Customer's order has been accepted in writing by Supplier ("order confirmation") or the order has actually been complied with by Supplier. The contract is deemed concluded on the day the order confirmation is sent, in the case of actual compliance with the day of the delivery or service. The terms of the contract shall exclusively be the information in the order confirmation or in the contract and not the details in the order. Changes or supplements to the order shall only be effective if accepted in writing by Supplier.
- 1.6 A contract is concluded, subject to the proviso that Supplier is not or is only partially obliged to provide service in the event of not being supplied correctly or properly by his supplier. In the event of non-availability or only partial availability of the service, Supplier shall immediately inform Customer and refund any consideration already paid.
- 1.7 Costs incurred for designs, sketches, samples, plans and the like made at the request of Customer, shall be refunded to Supplier at the latter's request, if the contract with Customer is not concluded, unless otherwise agreed.
- 1.8 Supplier's obligation to fulfil this agreement is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international (re)export provisions or any embargos or other sanctions.

2. Place of performance, deadline for delivery of performance ("deadline"), consequences of default

- 2.1 The delivery or provision of service shall be at the at the point of receipt given in the order or at the registered offices of Supplier, if no other at the point of receipt has been given. Partial and advance deliveries are explicitly permitted.
- 2.2 Unless otherwise agreed, the deadline shall not be binding and shall commence at the latest of the following times below:
 - a) Date of order confirmation,
 - b) Date that Customer meets all the government, technical, commercial and other requirements,
 - c) Date, on which Supplier receives a deposit or security to be paid before delivery or performance.

Any official/government or other permequired from third parties, shall be obtained from Customer. If such permits are not available in proper time, then the deadline is extended accordingly. Any necessary agreed binding deadline does not make the contract a transaction for delivery by a fixed date.

- 2.3 If a binding deadline is exceeded by more than one week due to the fault of Supplier, Customer may, after expiry of a reasonable extended period of at least two weeks without results, withdraw from the contract in writing.
- 2.4 In the case of a temporary unforeseeable obstacle to performance for which Supplier is not responsible, the deadline agreed is extended for the period of this obstacle. Such an obstacle to performance may in particular be in the case of official/government measures, industrial action measures, transport and customs delays, transport damage, lack of energy or raw materials, labour conflicts, loss of an important supplier that is difficult to replace and in the case of force majeure. These circumstances also justify an extension of the deadline if they occur with suppliers. If the original delivery date in such cases has already been exceeded by three months, both parties to the contract shall be entitled to withdraw from the contract; claims for damages by Customer in relation to this shall be excluded.
- 2.5 Customer shall take all measures or provide information, documentation etc required for the on-time provision of the delivery or service by Supplier. If the service cannot be performed for reasons for which Customer is responsible, Supplier is entitled to withdraw from the contract, if Customer does not adhere to a reasonable period of grace of two weeks set by Supplier. See also section 10.4.
- 2.6 If a delivery or service has already been provided and Supplier withdraws from the contract due to payment delay on the part of Customer after an appropriate period of grace of two weeks, Supplier shall be paid a contractual penalty of 5 % of the gross contract amount by Customer plus the costs mentioned in section 10.4.; the contractual penalty is due regardless of the fault of Customer and proof of corresponding damage is not required. Claims for damages by Supplier

above and beyond this are not affected even in the case of minor negligence on the part of Customer.

- 2.7 Unless otherwise agreed, Customer shall accept the properly performed (part-) delivery or service by Supplier immediately but within two weeks at the latest; if he fails to do so, they are deemed accepted and Supplier is entitled to charge. Should Customer delay the acceptance of the deliveries, Supplier shall be entitled to store the delivery items, at Customer's cost and risk, in his own premises, with a forwarding agent or at a warehouse. During the time of storage caused by a delay in acceptance, Customer shall pay a flat-rate of 1 % of the gross contract amount per month to Supplier. The contractual penalty is due regardless of the fault of Customer and proof of corresponding costs is not required. Claims for damages by Supplier above and beyond this are not affected even in the case of minor negligence on the part of Customer. Supplier is also entitled to demand higher costs incurred, such as storage costs. If Customer refuses to take delivery after expiry of a reasonable period of grace or declares that he does not wish to accept the delivery, Supplier may withdraw from the contract and demand compensation for non-fulfilment.
- 2.8 In the event that a contractual penalty has been agreed in writing for late delivery, Customer shall be entitled, unless otherwise agreed in the case of delay evidently caused by Supplier, to claim for each completed week of delay a contractual penalty of 0.3 %, but in total a maximum of 5 % of the value of that part of the total delivery, which due to delayed delivery of a considerable part cannot be used, if Customer has incurred damages in this amount. Any further claims for compensation shall be excluded.

3. Place of performance, transfer of risk, disposal

- 3.1 Place of performance for deliveries or services is the destination as defined in section 2.1, secondarily the place of the actual provision of the delivery or service by Supplier.
- 3.2 For deliveries with set-up or assembly and for services, the risk passes over on acceptance, with deliveries without set-up or assembly the risk passes over on provision of the delivery for pick-up or on transfer to a haulier, with unloading at the cost and risk of Customer in the case of deliveries to building sites or directly to third parties. This also applies to the provision of agreed part deliveries or services.
- 3.3 Customer is obliged to secure the import, export or transit or other official licences which may be required for the delivery or service and licences or permits of third parties (including the documents required for this) in the export, import or transit country at his own cost and comply with the particular applicable requirements of national and international export, customs and foreign trade legislation ("AWR"). Even in the case of the transfer of the delivery or service provided by Supplier (plus relevant documentation) to third parties, Customer shall comply with the applicable regulations under AWR and – if required for export control checks – immediately forward to Supplier when requested, all the information required, in particular on the end receiver, end use and intended purpose of the delivery or service.
- 3.4 If under AWR, not Customer, but Supplier or a third party is obliged to apply for the export licences, Customer shall provide Supplier as promptly as possible and no later than before the delivery deadline all information and data in writing, which Supplier may require to adhere to the particular applicable requirements under AWR in the case of export and import and in the case of the onward sale in the case of the re-export of the deliveries or services.
- 3.5 On delivery of electro-electronic equipment to Customer the latter assumes the obligation of financing the collection and treatment of waste electro- and electronic equipment under applicable relevant national and international statutory provisions or he agrees to impose this obligation on his customer, if Customer is not the last user. Customer shall provide Supplier with all the information required to fulfil the obligations of Supplier as manufacturer/importer under the aforementioned regulations.
- 3.6 Customer shall bear all costs and damages incurred by Supplier due to the lack or the error of the data mentioned in section 3.3, 3.4 or 3.5. The burden of proof for the fulfilment of this obligation rests with Customer.

4. Prices, changes to service

- 4.1 All prices are net prices in Euro excluding (import) VAT or acquisition tax, if the VAT is not explicitly listed, and shall apply until revoked. Ancillary costs for ancillary services, like in particular demolition and removal and, packaging, batteries-, accumulator and waste electrical equipment disposal, issuing of maintenance certificates, transport, transport insurance, packaging, loading, unloading (e.g. freight costs, customs, insurance, commission), expenses of staff of Supplier and any subcontractors (e.g. travel, overnight stays, subsistence allowances, travel allowances, travel time), as well as costs for the procurement of approvals etc, plus any fees or other duties and taxes shall be based on the actual costs and are – unless otherwise agreed – not included in the fee for the main services or deliveries and shall be paid separately by Customer. A calculation done by Supplier of ancillary costs is not binding. Packaging shall only be taken back by Supplier if explicitly agreed in writing. Any extra cost for an expedited shipment necessary to ensure compliance with the delivery date, shall be borne by Customer.
- 4.2 Additional services like in particular repair orders that go beyond any obligations under warranty claims shall be commissioned separately by Customer and shall be charged separately on the basis of the cost incurred at the rates valid with Supplier. The same holds for any services or additional services the expediency of which becomes apparent only as the order is executed, with no special message from Supplier to Customer being required. The costs of drafting repair offers or for expert reports shall be invoiced accordingly to Customer.
- 4.3 The prices are based on the costs at the time of the initial quote. In the event of changes in labour costs resulting from collective agreement regulations within the sector or internal works agreements, or other costs required for the provision of the delivery or service, like in particular those for materials, energy, transports, external works, financing etc, Supplier is entitled to adjust the prices accordingly and shall be charged to Customer from the start of the following month, if Customer has not explicitly objected in writing to the price increase within one month

- from notification by Supplier. Increases are deemed accepted by Customer, if they are not more than 3 % a year.
- 4.4 In the event of continuous contractual obligations the value of receivables including ancillary receivables shall remain stable. The measure of calculating the stable value shall be the Consumer Price Index 2010 (Base year 2010) published monthly by the Austrian Central Office for Statistics or some other index replacing it. The index number calculated for the month in which the contract was concluded serves as a reference parameter. All change rates calculated in this way shall be rounded up to one decimal place.
- 4.5 Supplier reserves the right to modify prices if the order placed is not in accordance with the offer submitted. A change in the scope of services shall only become binding with the legally valid signature of both parties to the contract.
- 5. Payment terms, set-off, retention of title, assignment**
- 5.1 Unless otherwise agreed, Supplier's invoices shall be paid promptly on receipt by Customer. All payments shall be made without charges and any deductions. Transfers are done at Customer's risk. Collection and discount charges are borne by Customer. Supplier is at all times entitled to make the provision of the delivery or service dependent on advance payments or the provision of other securities by Customer at a reasonable amount.
- 5.2 If part deliveries have been agreed, delay with only one single part payment – even without the fault of Customer –, is considered as failure to meet the deadline and the entire claim becomes due immediately.
- 5.3 Payment terms shall be deemed achieved, if the full invoice amount is credited without reservation to the bank account shown on the invoice prior to expiry of the payment period. In the event of failure to pay, Supplier is entitled to charge the relevant statutory default interest. The costs incurred in the event of default and for the legal prosecution by collection offices and lawyers shall be borne by Customer. Any discounts or bonuses granted are subject to full payment within the due date.
- 5.4 In the event of any late payment, Supplier is also entitled to cease with the fulfillment of all contractual obligations until the fulfillment of all payment obligations of Customer. If Customer is in default of payment or service despite the granting of an appropriate period of grace of two weeks or if Customer refuses to accept without any reason the object of purchase, then the legal consequences under section 2.5 – 2.7 shall ensue. In addition, Supplier is entitled, to take back the delivery or service provided – if this is not impossible or inappropriate – without any judicial intervention excluding any right of retention by Customer, at Customer's cost and after a prior written request on the basis of the autonomy thus granted by Customer. Customer is obliged to afford Supplier immediate access to the premises in which the delivery or service provided are located.
- 5.5 Customer declares that he agrees that all payments that he makes shall be charged against costs incurred, then against interest and only at the end against the deliveries or services (in particular goods). Any other payment references of Customer shall be irrelevant.
- 5.6 Objections to invoiced amounts receivable are to be raised by Customer in writing within two weeks from receipt of invoice; otherwise the amount receivable will be deemed to be accepted. Objections raised by Customer against the invoice shall not affect the due date of the invoiced amount, unless notification of an obvious error in the invoice is involved.
- 5.7 Customer can only offset claims of Supplier with legally established claims or those explicitly accepted in writing by Supplier. Customer is not entitled to any right of retention.
- 5.8 Title to the delivery or service provided shall remain with Supplier until full payment is made plus ancillary costs. Customer shall carefully handle the delivery or service during the existence of the retention of title and have any maintenance and inspection works regularly carried out at his cost and provide written proof of same to Supplier upon request. Customer shall immediately inform Supplier in writing of all access to the delivery or service by third parties, in particular of enforcement measures, as well as any damage or destruction of the delivery or service or of a change of ownership and is obliged to assert the ownership of Supplier. Customer shall compensate Supplier for any damages and costs arising from a violation of these obligations and as a result of necessary intervention measures against the access of third parties to the delivery or service. In the event that the delivery or service is processed, Supplier acquires co-ownership to the new item in the ratio of the total value to the value of the delivery or service provided by him. The same applies if the delivery or service is processed or blended with items not belonging to the supplier.
- 5.9 Customer hereby assigns to Supplier, for the purposes of securing the latter's claim, all claims against third parties from the resale of the delivery or service, even if these have been processed, transformed, or mixed. Customer is authorised to dispose of the delivery or service subject to retention of title only with the proviso that upon reselling he notifies the secondary buyer of the assignment for security or enters the assignment in his account books. Upon request, Customer shall notify Supplier of the assigned claim and the debtor thereof, and make all information and material required for his debt collection available and notify the third-party debtor of the assignment.
- 6. Warranty**
- 6.1 Supplier warrants that the contracted delivery or service has no defect at the time of acceptance that would impair the functionality, due to a fault in design, the materials or the execution. No warranty obligations may be deducted from particulars appearing in catalogues, folders, promotional literature and the like as well as written or oral statements which have not been included in the contract. If a delivery or service is manufactured by Supplier on the basis of design data, drawings, models or other specifications supplied by Customer, Supplier's warranty shall be restricted to non-compliance with Customer's specifications.
- 6.2 The warranty period is one year from the time of the transfer of risk in respect of the (partly) delivery or service even if these are firmly attached to a building or property. The warranty period starts anew for repaired/remedied or replaced parts, but ends in any case six months after expiry of the original warranty period. If the delivery or service is delayed for reasons beyond the scope of Supplier, the warranty period shall start two weeks after the latter's willingness to deliver or provide service. Once the warranty period expires, all warranty claims become invalid, so that Customer has no recourse vis-à-vis Supplier under § 933b ABGB. The warranty does not cover specific economic success.
- 6.3 Warranty claims including rights of dealer recourse by Customer require the submission of a written, detailed and timely notice of defects. Customer shall, immediately after provision of the delivery or service, check these for defects. This notification requirement also exists with hidden defects, with the obligation to notify defects being triggered on discovery of the defect. Defects in a part of the delivery or service shall not result in the rejection of the entire delivery or service. If notification is not given in due time, the delivery or service is deemed accepted and the assertion of warranty claims or claims for damages plus the right of rescission due to error are excluded in this context. Customer is solely responsible for providing evidence that his claims are justified, in particular for the defect itself, for the time of the detection of the defect and for the timeliness of the notice of defects. The presumption of defects under § 924 ABGB and the reversal of the burden of proof in § 1298 ABGB are hereby excluded.
- 6.4 Supplier shall, in the case of a defect covered by warranty, firstly at his discretion replace the defective delivery or service or remedy the defective parts thereof, on site or have them send to him for remedying or offer an appropriate reduction in price. The costs of the removal of defects by third parties (substituted performance) shall only be borne by Supplier if he has explicitly agreed to this in writing or the removal of defects is not completed within a reasonable period solely due to reasons for which he is responsible. As a general rule, Customer may choose to either demand a reduction in price or a modification of the relevant contract (minor defects excepted) should an improvement prove to be impossible or advisable.
- 6.5 All other costs arising in connection with the removal of defects, especially for production downtime, speeding up operations, consequential damage and damage to property, dismantling, assembly, travel, freight, packaging, disposal, insurance, customs duties and other public charges, tests and technical acceptances shall be borne by Customer. For warranty work at Customer's premises, the required auxiliary personnel, lifting devices, scaffolding and incidentals, etc., need to be provided to Supplier by Customer free of charge. Replaced parts become the property of Supplier.
- 6.6 Supplier is only bound by the warranty if Customer has met all his payment obligations in full. Warranty claims do not entitle Customer to withhold his performance.
- 6.7 In the case of deliveries or services, which are subsequently changed by Customer's own staff or by third parties, any warranty obligation for Supplier lapses and likewise no warranty is given for defects, faults or damages, which in particular are due to improper wiring, lack of power supply or air conditioning and operation plus non-compliance with safety measures, installation requirements or conditions of use (e.g. operating errors, use not defined in the contract), excessive utilisation of the parts beyond the capacity indicated by the Supplier, negligent or faulty handling, use of inappropriate operating materials by Customer or one of his employees or suppliers and transport damage; this likewise applies to defects attributable to the material supplied by Customer. Supplier is likewise not responsible for faults and breakdowns due to force majeure or actions of third parties. The warranty does not cover the replacement of parts subject to natural wear and tear. In the sale of used goods, Supplier assumes no warranty.
- 6.8 If, after repeated attempts and the granting of a period of grace of at least two weeks, Supplier is not in a position to restore the conditions agreed in the contract, Customer shall be entitled to withdraw in writing from the contract with immediate effect.
- 7. Liability, limitation on liability**
- 7.1 Beyond national or international product liability provisions, Supplier's liability is limited to intent or gross negligence. Supplier's liability for minor negligence, damages for consequential loss, financial damage, loss of profit, actions of his vicarious agents and for damages from third party claims against Customer is excluded. In the case of non-compliance with instructions for assembly, commissioning and operation of the delivery or service or non-compliance with licensing requirements, any warranty claim or claim for damages is excluded.
- 7.2 The aforementioned limitations on liabilities do not apply to injuries to people and damage to property attributable to the Supplier and to damage to objects transferred to Supplier for processing.
- 7.3 Warranty, non-fulfilment and claims for damages by Customer require the drafting of an immediate written und detailed notice of defects as defined in section 6.3.
- 7.4 Supplier shall not be liable for damages due to actions of third parties or force majeure. If contractual penalties are agreed, any claims above and beyond these are excluded from the relevant title. The assertion of claims on the ground of laesio enormis, error, or lapse of purpose by Customer is excluded.
- 7.5 In terms of the amount, Supplier's liability for any event causing damage, if not caused by intent or gross negligence, is limited vis-à-vis the individual injured party at 25 % of the net order amount or – depending on which value is lower at EUR 125,000-- and vis-à-vis all the injured parties at the net order total or – depending on which value is lower - at EUR 500,000,--. If the total damage exceeds the maximum amount, any claims for damages filed by the individual claimants shall be reduced proportionately. This limitation on liability does not apply to items taken into storage or for work by Supplier and which get lost in the process.
- 7.6 Claims for damages are statute barred in six months from the damage and liable party coming to light, any in any case in three years after provision of the delivery or service.
- 8. Intellectual property rights, rights of use**
- 8.1 Offers, assembly instructions like plans, drafts, samples, catalogues and other technical documents etc of Supplier shall remain the latter's intellectual property and are subject to the relevant legal stipulations, in particular with regard to reproduction, copying, competition, and data protection and like items manufactured from them, shall not be forwarded by Customer to third parties without Supplier's written consent, nor used for any purpose other than those agreed in the contract, amended or further developed. All such devices shall be marked in a suitable manner as being the property of Supplier and shall be protected against unauthorised inspection or use and if necessary be maintained or repaired. They shall automatically be returned upon cancellation of the order. Notwithstanding any other rights, Supplier may furthermore request the return of

such devices if Customer fails to comply with these obligations. Under no circumstances shall Customer have a right of retention with regard to such devices.

- 8.2 All rights arising from intellectual property rights including copyright to the delivery or service or otherwise from the provision of the performance provided to Customer are due to Supplier or his licensors, unless otherwise agreed. Customer merely receives the non-exclusive and non-transferable right, to use this performance after full payment of the agreed remuneration in compliance with the contractual specifications at the agreed place for the purposes agreed in the contract with the acquired number of licences. All other rights are reserved to the supplier or his licensors; without their prior written consent, Customer is therefore in particular not entitled to reproduce the delivery or service, to which the rights of Supplier or third parties exist, or change same, make them accessible to third parties or use them other than at the agreed place for the purposes agreed in the contract with the acquired number of licences.
- 8.3 If delivery or service is done by Supplier on the basis of construction details, drawings, models or other specifications of Customer, the latter shall indemnify and hold harmless Supplier against any violation of intellectual property rights including copyright in this context.

9. Confidentiality, data protection

- 9.1 Customer shall keep confidential all information, documents, notifications, technical drawings, models, calculations and other data ("confidential information"), he acquires during the business relationship with Supplier - in whatever form (written, verbal or via electronic data transfer) – if it is not generally known or Customer has otherwise lawfully obtained it or Customer has been released in writing by Supplier from his obligation. The confidential information shall not be used either directly or indirectly for purposes other than the purposes of the contract.
- 9.2 In the event that the contract is terminated, Customer shall return all confidential information to Supplier or destroy it and delete all electronically stored data. Customer shall confirm to Supplier, on the latter's request and in writing within a week that he has fulfilled this obligation.
- 9.3 Customer agrees and guarantees that the obligation of confidentiality shall be adhered to the same extent by any employees taken on by him, company organs and consultants (like e.g. auditors, lawyers, business or financial consultants), or other third parties, who have access to the information.
- 9.4 The same applies to personal data relating to Supplier or third parties, of which Customer becomes aware in connection with the business relationship with Supplier. Customer shall protect all this information and results in particular from access by third parties and comply with all other statutory national and international data protection provisions. Section 9.3 applies mutatis mutandis.
- 9.5 The obligations of Customer under section 9 shall remain in effect even after full fulfillment of the delivery or service by Supplier and after termination of the business relationship with Customer.
- 9.6 In the event of violation by Customer of any of the obligations under section 9, Supplier shall be entitled to demand for each violation a penalty of 5 % of the gross contract amount. Supplier is due the contractual penalty regardless of the fault of Customer and proof of corresponding damage is not required. Claims for damages by Supplier above and beyond this are not affected even in the case of minor negligence on the part of Customer

10. Contract period

- 10.1 Unless otherwise agreed, all contractual relationships can be terminated in writing by Supplier and by Customer without any reasons and subject to a period of one month's notice to the last day of any calendar month. Supplier is entitled to partially terminate the contractual relationship. Customer is only entitled to such a partial termination if this has been explicitly agreed.
- 10.2 Notwithstanding other good reasons, Supplier is entitled, in particular in the following cases to unilaterally terminate the contract in part or in full and with immediate effect:
- If concerns have arisen about the solvency of Customer and the latter at the request of Supplier does not make any prepayment or does not provide sufficient collateral prior to delivery; or
 - If bankruptcy proceedings are applied for or instigated in relation to the assets of Customer, or if a petition to open insolvency proceedings is denied for lack of assets, or if circumstances exist which would justify the institution of such proceedings or the rejection of such an application, with Customer being obliged to inform Supplier immediately of a planned insolvency application and/or petition by creditors, sent to Customer; or
 - If Customer infringes material contractual provisions and continues to do so despite written request within two weeks; or
 - If Customer does not fulfil or not properly fulfil the obligations imposed on him under section 3.3 - 3.5; or
 - In the cases mentioned in section 2.4, 2.5, 2.6, 2.7.
- 10.3 Only the cases mentioned in section 2.3, 2.4 or 6.8 shall entitle Customer to withdraw from the contract.
- 10.4 Notwithstanding any claims for damages by Supplier, including pre-court costs, any (part) deliveries or services already provided shall, in the event of a termination of the contract, be charged and paid. This also applies where the delivery or service has not yet been accepted by Customer, and to preparatory activities provided by Supplier and costs for works already carried out. Alternatively, Supplier is at his discretion entitled to demand the return of the delivery or service provided as well as components and accessories at the cost and risk of Customer to Supplier. See section 5.4.

11. Transfer of order

- 11.1 Supplier is entitled to make full or partial use of subcontractors at his discretion to perform the order. In particular, Supplier is entitled to transfer rights and duties from the contractual relationship with Customer to an affiliated company under § 228 (3) UGB. The latter shall also apply in respect to third parties where such an assignment is necessary in order to obtain finance (eg Factoring). No right of termination accrues to Customer as a result of such transfer.
- 11.2 If the contract is awarded to a group of bidders or working group, their individual members shall be liable vis-à-vis Customer only for the services under the con-

tract performed by them; in particular the individual members shall not be jointly liable for the full performance of the contract.

- 11.3 If, at the request of Customer, Supplier provides the services of third parties, these contracts shall be concluded exclusively between Customer and the third party. Supplier shall only be responsible for the services provided by him.

12. Compliance, corporate governance

- 12.1 Customer shall immediately inform Supplier in writing and at the latest on acceptance of the quote if Customer or members of his management have been legally convicted within the last five years before order confirmation by a national court of bribing officials and immediately inform in writing if Customer or members of his management have been accused at any time between order confirmation and acceptance of deliveries/services of Supplier in a national court of bribing of officials. This information is used to meet the requirements of the OECD recommendation for the prevention of bribery in connection with government export guarantees.
- 12.2 Customer shall comply with the laws of the particular applicable legal system. In particular, he shall neither actively nor passively, directly nor indirectly be involved in any form of corruption, violation of his employees' basic rights or in child labour. He shall be responsible for the health and safety of its employees in the workplace, observe environment protection laws and encourage and require his suppliers to observe this code of conduct.
- 12.3 If Customer breaches these obligations, then Supplier is entitled, notwithstanding further claims, to terminate the contract in full or in part with immediate effect. If the breach of contract is capable of remedy, the right to terminate is subject to the proviso that such breach has not been remedied within a reasonable period.

13. Severability clause, jurisdiction, applicable law, miscellaneous

- 13.1 If any provision of these GTCS is found to be invalid or otherwise unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which comes as close as possible to the intended objective and purpose. The same applies to any loopholes.
- 13.2 Any disputes arising out of or in connection with the existence, the validity, the interpretation, the execution and/or the termination of this GTCS and the legal relationship between Supplier and Customer shall be subject to the exclusive jurisdiction of the City of Vienna Law Court. Supplier may at his own discretion take action against Customer at any court, having territorial and substantive jurisdiction over the place where the registered offices of Customer are located.
- 13.3 These GTCS and the legal relationship between Supplier and Customer shall be governed by Austrian law excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (UN-Sales Convention) and to the exclusion of any conflict of law provisions (IPRG).
- 13.4 All contractual agreements, changes and supplements thereto plus any other agreements or legally-relevant declarations must be in writing to be effective and require signature by Customer and Supplier, if bilateral. The waiver of the agreement on the written form must also meet these requirements. The form requirement of signature is also satisfied by an e-mail, to which the signed document is attached as a PDF, or in another way, by which the identity of the informant is guaranteed, or by transfer by fax.
- 13.5 Electronic contractual declarations, other legally-relevant electronic declarations and electronic confirmations of receipt shall be deemed received, when they can be collected by Customer under normal circumstances. Under this provision, declarations shall be deemed to have met deadlines and be effective on the day that they have been received.
- 13.6 Customer shall immediately inform Supplier of any changes to his name or his address in writing or electronically (e-mail). If there is no notification of any change, documents are deemed received by Customer if they have been sent to the last known address for him.