

General Terms and Conditions of Purchase ("GTCP") - 13.11.2012

1. Scope, order and order Confirmation, reservation

- 1.1 These GTCP apply to all orders (deliveries and services, regardless of whether Supplier provides same or purchases them from third parties) of Powerlines Group GmbH and Austrian companies affiliated with it in the sense of § 228 (3) UGB ("Customer"). Moreover these GTCP shall be considered as framework agreement for future orders with the same Supplier without Customer having to refer to them again in each individual case until Customer informs Supplier of changes to the GTCP. If Supplier does not reasonably object in writing the amended GTCP within a two week period following notification, the amended GTCP shall be deemed accepted.
- 1.2 These GTCP shall be part of the contract on acceptance of an order and they apply exclusively. Customer is in particular only bound to General Terms and Conditions of Supplier to the extent that these agree with the GTCP or if Customer has expressly agreed to them in writing; this is also the case if they are located on company paper and similar of Supplier and Customer 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 GTCP.
- 1.3 Only the content of the written order of Customer is binding notwithstanding any offers submitted by Supplier. If the order confirmation differs from the order itself, Supplier must point this out clearly in the order confirmation by showing the differences. Customer is only bound by any difference if he has expressly assented to same in writing. The acceptance of a delivery or service and payment do not represent assent, even if they occur without reservation.
- 1.4 Customer can revoke the order without any costs being incurred if Supplier has not accepted it in writing within two weeks of receipt (order confirmation). Such a revocation is sufficiently early if it was sent to Supplier prior to receipt of the order confirmation.
- 1.5 Changes or additions to the order are only effective if they are confirmed by Customer in writing.
- 1.6 With the order confirmation Supplier declares that it vouches for the provision of the order and the deliveries and services required for it even if problems occur due to no fault of his own.
- 1.7 Fulfilment of the contract on the part of Customer is with the reservation that there are no obstacles to fulfilment of it on the basis of national or international (re) export stipulations and no embargoes and/or other sanctions in particular.

2. Delivery/Service, deadline for delivery of performance ("deadline"), consequences of delay

- 2.1 The delivery or service provision occurs at the point of receipt stated in the order. A delivery note must be attached to all deliveries which must in particular contain the names of Supplier and Customer, the item number, order number and material number, the precise material description if necessary plus the precise quantity and the complete order reference. Partial deliveries, excess-deliveries and under-deliveries are only permitted with the express written permission of Customer.
- 2.2 The deadline indicated by Customer in the order is binding and it starts when the order reaches Supplier unless the start of the period was expressly agreed differently. If no deadline is agreed, delivery must take place or services be performed without delay.
- 2.3 Arrival at the place of receipt is the decisive factor for the punctuality of deliveries or supplementary performance and for services the time of their approval is the decisive factor.
- 2.4 If there is a clear delay to a delivery or service or supplementary service, Customer must be informed immediately and his decision must be sought. In this case the deadline is only extended if this was expressly approved by Supplier in writing.
- 2.5 If the deadline is gone beyond due to reasons for which Supplier is responsible, Customer is entitled to pass to account a contractual penalty of 0.3 % for each started working day of delay up to a maximum of 5 % of the gross contract amount. If the corresponding reservation is omitted on acceptance of the deliveries, services or supplementary services, the contractual penalty can nevertheless be claimed right up to the final payment. The contractual penalty is due to Customer regardless of the fault of Supplier and it is not necessary to provide evidence of corresponding loss. Any additional claims for damages on the part of Customer remain unaffected and this is also the case for slight negligence on the part of Supplier. In the case of a delay Customer is entitled to withdraw from the contract following a period of grace of two weeks. This is also the case if a late partial delivery or partial service was previously accepted by Customer without reservation. If a fixed date was agreed, it is not necessary to provide a period of grace.
- 2.6 If it already becomes clear within the time period allowed that Supplier cannot properly provide his deliveries or services within the contractually agreed time, Customer is thus permitted to take any measures to prevent the threat of late delivery at the expense and risk of Supplier. See also section 13 with reference to this.
- 2.7 In the case of delivery ahead of schedule Customer reserves the right to charge Supplier additional costs resulting from this such as storage and insurance costs and to make the payment in line with the agreed delivery date. Up until the delivery date Customer only bears the liability of a custodian.

3. Place of performance, transfer of risk, dispatch, packing, disposal

- 3.1 Place of performance for deliveries or services is the place of receipt in line with section 2.1. For payments the place of performance is Customer's registered offices.
- 3.2 For deliveries with set-up or assembly and for services, the risk passes over to the point of receipt on approval and for deliveries without set-up or assembly the risk passes over on acceptance by Customer where unloading occurs at the cost and risk of Supplier for delivery to building sites or directly to third parties. The dispatch must also be announced to Customer without delay with the information required on delivery notes in line with section 2.1.

3.3 Supplier is obliged to secure the import, export or transit or other official licenses which may be required for 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 costs and comply with any requirements linked to the applicable national and international export, customs and foreign trade legislation ("AWR"). Supplier bears all costs and losses which may occur for Customer as a result of absence of the aforementioned data or defects within them.

3.4 Section 3.3 applies with the stipulation that, according to AWR, it is not Supplier but Customer or a third party which is obliged to apply for the export licenses. In this case Supplier shall provide Customer as promptly as possible and no later than before the delivery deadline with all information and data in writing which Customer 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. Supplier bears all costs and losses which may occur for Customer as a result of absence of the aforementioned data or defects within them.

3.5 Unless specifically agreed to the contrary, the dispatch and packaging costs are at the expense of Supplier. For pricing ex works or sales depot of Supplier, dispatch must be at the lowest costs unless Customer has prescribed a specific mode of transport. Additional costs due to a dispatch instruction not being adhered shall be borne by Supplier. For pricing with freight prepaid, Customer can also specify the mode of transport. Additional costs for any necessary accelerated transport in order to adhere to a delivery date must be borne by Supplier. In the case of missing or incomplete agreed payment instruments (e.g. letter of credit), inadequate dispatch papers, especially if order data to be reported back are missing, Customer retains the right to refuse the goods at the cost and risk of Supplier. If the price is understood to be "exclusive of packaging", this must be calculated at cost price and accounted for separately.

3.6 Supplier is obliged to use environmentally friendly packaging which permits reuse or disposal at low cost and which also meets the applicable national and international legal regulations in this regard. The packaging must provide protection against damage, contamination and damp during transport and storage so that assembly at the premises of Customer or a company commissioned by Customer can occur without additional costs for Customer. Adequate protection must be guaranteed by suitable packaging material or bracing in order to rule out any danger of deformation of contractual objects through collisions, acceleration or delays during transport. Sealing surfaces must be protected particularly carefully.

3.7 All important notifications for the contents, appropriate storage and transport must be clearly attached. All damage and losses due to inappropriate packaging are to be paid for by Supplier. When delivering hazardous substances, the applicable national and international legal regulations related to this must be adhered to, especially the requirements concerning realisation and marking of the packaging and the means of transport. If the delivery contains goods which must be classified as hazardous goods in accordance with the aforementioned regulations, Supplier will inform Customer of this at the time of order confirmation at the latest.

3.8 Supplier must take back packaging materials at his own cost at the request of Customer. Supplier will receive returnable packaging sent back to his own address at his own cost. Unless otherwise agreed the value of the reusable packaging returned by Customer is to be reimbursed by Supplier. If Supplier refuses to take receipt or if this is not possible, Customer may undertake disposal at the expense of Supplier. Any waste which occurs on delivery or during performance of the work must be disposed of properly by Supplier at his own cost and risk unless Customer renounces this.

3.9 Supplier expressly declares that it will adhere to the applicable national and international legal regulations regarding transport, packaging and disposal (e.g. participation in approved collection or recycling systems by himself or the provider of preliminary work) and will indemnify Customer against damage or accusation in this regard if the above is not the case.

4. Prices, changes to Service, invoice

4.1 All prices are guaranteed fixed prices and they include all services and supplementary work of Supplier (e.g. assembly, installation) and all supplementary costs (e.g. proper packaging, transport costs including any transport and liability insurance) and fees. Price adjustment clauses are not accepted by Customer unless they are individually agreed in writing with Customer.

4.2 Supplier must accept objectively justified and appropriate changes to the order and he can only charge additional costs if he proves that the changes resulted in an increase of more than 3 % to the gross order amount. Supplier is obliged to adapt the contract with Customer appropriately if Supplier grants a third party better conditions for comparable services or deliveries.

4.3 The invoice must be sent to Customer stating all order data immediately after delivery or completion of work. The layout of the invoice must make a straightforward comparison with the order possible along with a simple invoice check. Order number and order data must be included in the invoice. Invoices concerning work performed or assembly must include time sheets confirmed by Customer. In the case of deliveries requiring an export licence, the invoice must contain all the necessary references for this purpose. If Supplier's registered offices are located within the EU, Supplier must provide his VAT number (or equivalent) at the latest when invoicing. If this information is missing, invoices are deemed not to have been issued and cannot be paid until the matters have been rectified.

5. Payment terms, set-off, retention of title

5.1 Payments are due within 14 calendar days with a 3 % discount or within 60 calendar days net. The punctuality of payments is determined by the time of payment receipt. Bank charges from the recipient bank are to be borne by Supplier. If settlement should occur in partial amounts in line with agreement, Customer will not lose his early payment discount if other partial payments are not made within the discount or due period. In the case of any delay to payment, Customer will owe delay interest to the amount of 4 % above the base rate of interest of the Austrian national bank pa.

- 5.2 The payment or discount period starts as soon as delivery or service has been fully accepted by Customer and the appropriately produced invoice has been received by Customer. If Supplier has to make material tests, test reports, quality documents or other documents available, the receipt of these documents by Customer is also required for completeness of the delivery or service. Early payment discount is also permitted if Customer offsets or withholds payments due to defects; the payment period for the amount withheld due to defects starts following complete rectification of the defects.
- 5.3 Payments by Customer do not mean any acknowledgement of the correctness of the delivery or service or a waiver of the rights due to Customer, in particular due to warranty payments, contractual penalties or compensation.
- 5.4 Unless otherwise agreed Customer is entitled to retain retention money in the amount of 5 % for warranty claims which is not interest bearing (calculated from the gross settlement sum) for the duration of the warranty period.
- 5.5 Customer is entitled to redeem payment obligations to Supplier with his own demands and with assigned demands to Customer which are due to Supplier in group terms with the companies affiliated to Customer in the sense of § 228 (3) UGB by way of compensation. Supplier hereby agrees to such an assignment. Supplier is not entitled to offsetting towards Customer. Title retentions or withholding rights of Supplier and comparable legal or contractual securing means of Supplier of whatever type are not valid.
- 6. Quality assurance**
- 6.1 Installations erected by Supplier or products supplied by it must be equipped with the prescribed safety devices and meet the valid national and international safety regulations. The current status and the codes of practice must be observed in any case.
- 6.2 In addition Supplier must, when delivering installations and appliances which are to be assembled by third parties or by Customer also supply all documents required and necessary for Customer to the customary extent such as assembly plans, data sheets, installation instructions, processing instructions, storage, operation and maintenance instructions, lists of spare and wearing parts etc.
- 6.3 Customer retains the right to demand verification of Supplier's quality assurance system and the documentation concerning quality testing and also to carry out an audit in Supplier's company at any time. Supplier will make available all test installations, test appliances and workers present which are required by Customer or his suppliers to carry out tests at his own (Supplier's) expense.
- 6.4 Supplier must agree the same quality assurance measures with his subcontractors and grant Customer corresponding rights. Supplier will on request provide Customer with verification concerning this.
- 7. Acceptance, notice of defects, warranty, liability for defects**
- 7.1 Supplier guarantees that the contractual delivery or service will be provided completely free of defects, that it has the agreed quality and the intended use is guaranteed without restriction. The current state of technology is agreed as a minimum standard. Upstream suppliers are deemed to be vicarious agents of Supplier. Supplier declares expressly that it has all the necessary commercial or other licences for carrying out the agreed delivery or service and will provide the corresponding documentation to Customer on request. If special official licences, permits or approvals are required in order to provide the contractual delivery or service, these must be obtained by Supplier in good time without separate payment.
- 7.2 The approval of the delivery or service and the testing for completeness and any visible defects occur within an appropriate time following handover with a random sample test being sufficient. If parts of the delivery scope do not meet the customary quality in a random sample test, then the complete delivery can be rejected. Customer will inform Supplier of any defects noticed as soon as possible. The failure to notify of defects within the framework of approval does not however lead to the lapse of claims by Customer resulting from these defects. Supplier expressly renounces the objection of non-punctual notice of defects in accordance with § 377 UGB.
- 7.3 The mere acceptance of the delivery or service, its temporary use or payments made do not represent an approval or a renunciation of claims to which Customer is entitled.
- 7.4 The warranty period for deliveries and services of Supplier is two years. For deliveries or services which are permanently connected to buildings and/or property, the warranty period is three years. The warranty period starts anew for exchanged goods or services following rectification of defects. The warranty obligation starts on approval for deliveries with set up or assembly and services. For deliveries without set up or assembly it starts with acceptance by Customer at the place of receipt.
- 7.5 The warranty period for hidden defects only starts once they are noticed. If it is necessary to consult an expert in order to determine a defect or the extent of it, the warranty period only starts once the relevant report is presented. If a defect is determined, the costs for establishing the defect are in any case borne by Supplier regardless of fault. Extra judicial notification of defects leads to the period for judicial assertion of the warranty claims being extended by half a year.
- 7.6 The notification of defects by Customer is deemed to be immediate and punctual in all cases if it is received by Supplier within two weeks of the defect being determined by Customer. Otherwise it depends whether the notification of defect occurred within an appropriate period when taking into consideration the circumstances of the individual case according to proper course of business.
- 7.7 Supplier must either rectify any defects which occur within the warranty periods stated above at his own cost or carry out a new delivery or new service depending on the choice of Customer. Customer is in any case also entitled to demand from Supplier all costs associated with the rectification such as removal and installation costs. Investigation costs must in any case be paid to Customer if the investigation has shown defects. If supplementary work by Supplier has been unsuccessful or there are particular circumstances which do on consideration of mutual interests justify the immediate withdrawal of Customer, no period of notice is required; Supplier must be informed without delay and in advance where possible. Otherwise Customer is entitled to a reduction in the purchase price or withdrawal from the contract in the case of a material defect or defect in title in line with legal regulations.
- 7.8 If there is any imminent danger, to avoid delay on his own part or tardiness on the part of Supplier in the rectification of defects within a period set by Customer or if there are significant defects which affect use, Customer reserves the right to have a substitute service carried out immediately by a third party at the expense of Supplier without prior notification and without prejudice to his rights from the warranty liability of Supplier, without demanding an improvement from Supplier beforehand. The costs for such a substitute service are in this case to be reimbursed to Customer in full if these are greater than the costs of rectification by Supplier would be.
- 7.9 Supplier carries the burden of proof including all associated costs and expenditure for the lack of presence of a defect or for his sheer insignificance.
- 7.10 Customer has claims to recourse against Supplier in the sense of § 933b ABGB even if the end customer is a business enterprise rather than a consumer.
- 8. Liability, freedom from third party rights**
- 8.1 Supplier shall be liable vis-à-vis Customer for any damage caused by Supplier or his vicarious agents in the context of the delivery or service under the contract as per the statutory provisions notwithstanding any penalty payments. Supplier shall indemnify Customer against third-party claims.
- 8.2 Any exclusions of liability or any limitations of liability of Supplier, especially out of warranty or damages, shall not be binding on Customer unless explicitly negotiated in detail with Customer and set forth in writing
- 8.3 Supplier guarantees that no intellectual property rights including copyright oppose the contractually agreed use of the delivery or service to be provided by Supplier and that no third party rights are violated with regard to the delivery or service. If Customer is subject to claim regarding third party rights or there is a threat of him being subject thereto, Supplier shall indemnify and hold harmless Customer from these claims at the first written request. The am. obligation refers to all costs incurred by Customer in connection with the claim by a third party.
- 8.4 Supplier shall take out the appropriate third party liability or other insurance in sufficient value to cover the aforementioned risks in section 8.1 and 8.3. Supplier shall provide Customer with proof on request of the insurance policy for inspection. The insurance shall be maintained during the period, in which particular claims can be asserted vis-à-vis Customer or Supplier. Supplier shall inform Customer in writing and in advance of the end and the time thereof.
- 9. Product liability**
- 9.1 If there is a claim against Customer due to defects in his products by his customer or by third parties on the basis of domestic or foreign product liability provisions or there is a threat of such a claim, Supplier shall indemnify and hold harmless Customer from any claims and costs, if these are due to defects in the product delivered by Supplier.
- 9.2 On top of this, Customer is entitled to demand compensation from Supplier for all cost, incurred by Customer, by his having to take security measures, e.g. warning of or precautionary recall of a faulty product, unless Supplier proves the lack of causation. Supplier shall immediately make available to Customer all relevant materials to defend product liability claims raised by any third party, such as in particular manufacturing documentation and documentation showing production and delivery lots and/or production and delivery time.
- 9.3 Costs of determining risks (in particular professional fees) and internal administrative and handling expenses of Customer shall be borne by Supplier, unless the latter proves the lack of causation.
- 9.4 Supplier shall take out appropriate insurance cover for product liability and shall provide Customer with the insurance policy for inspection on request. The insurance shall be maintained during the period, in which particular claims can be asserted vis-à-vis Customer or Supplier. Supplier shall inform Customer in writing and in advance of the end and the time thereof.
- 10. Intellectual property rights, rights of use**
- 10.1 Any required drawings, technical calculations and other auxiliary means shall be provided by Supplier free of charge. Any tools, forms, samples, models, profiles, drawings, norm sheets, printing proofs, measuring devices etc., supplied by Supplier for the execution of the order, shall remain the property of Supplier and, as well as the products manufactured in accordance therewith, may neither be passed on by Customer to third parties without the written consent of Supplier nor may they be used for any purpose other than for the performance of the contract. Tools, forms etc., which have been manufactured at the expense of Supplier shall become Supplier's property upon payment.
- 10.2 All such devices and auxiliary materials in the widest sense shall be appropriately marked by Supplier as Customer's property, secured against unauthorised inspection or use and, if necessary, maintained or repaired. They shall be returned by Supplier to Customer either upon execution or cancellation of the order. Notwithstanding any other rights, Customer may furthermore request the return of such devices if Supplier fails to comply with these obligations or experiences production difficulties. Any right of retention by Supplier is excluded.
- 10.3 In the event of the delivery of standard software (software that was developed for the needs of several customers in the market and not specifically by Supplier for Customer and is available as a standard solution in the market), Supplier grants Customer a non-exclusive, transferrable, worldwide, unlimited right of use,
- to use and have used software and the associated documentation ("Software"),
 - to give end customers, affiliated companies under § 228 (3) UGB and other distributors the right as per letter a, and
 - to copy the Software for the installation in hardware or have it copied by end customers, affiliated companies under § 228 (3) UGB or other distributors.
- Supplier, affiliated companies under § 228 (3) UGB and other distributors are also authorised to allow end customers to further transfer software licences to third parties.
- 10.4 For software products which have been individually developed for Supplier on the basis of a Customer specification, Supplier grants Customer an exclusive

right of use and transferable and unlimited license to use the work for all types of use. In particular, Customer also has the right to amend and further develop individual software. Unless otherwise agreed, the source code of the software shall also be delivered to Customer in the latest version. Supplier shall look after the installation of the software. Following implementation, Supplier shall provide Customer with a data carrier which can be read on Customer's systems with both the source and object code and the related documentation (in particular contents and structure of the data carrier, programme and data flowcharts, test procedures, test programmes, error correction etc.). Alongside this documentation, Supplier shall provide Customer prior to acceptance with comprehensive written user documentation in the language required by Customer and in sufficient quantity.

10.5 Supplier shall provide Customer free of charge within the warranty period – both for standard and individual software – all subsequent programme versions, containing fault corrections ("Updates"). Furthermore he shall offer Customer maintenance of the delivered software for at least five years from the date of acceptance at market prices.

11. Materials provided

11.1 Materials provided remain the property of Customer and shall be separately stored, identified and administered free of charge by Supplier. Upon request by Customer, the receipt thereof shall be confirmed. Such materials shall only be used for orders of Customer. Supplier shall provide compensation for any depreciation or loss of the materials. This also applies to any transfer of contract-related material already charged. Any claims for damages by Supplier due to a delay in the delivery of such materials as well as Supplier's right of retention shall be excluded.

11.2 Any processing or alteration of the material is done for Customer. The latter shall immediately become the owner of the new or altered item. Should this be impossible for legal reasons, Customer and Supplier hereby agree that Customer shall be the owner of the new product at all times during the processing or alteration. Supplier shall hold the new item free of charge for Customer with the diligence of a prudent businessman.

12. Confidentiality, data protection

12.1 Supplier shall keep confidential all information, documents, notifications, technical drawings, models, calculations and other data ("confidential information"), he acquires during the business relationship with Customer - in whatever form (written, verbal or via electronic data transfer) – if it is not generally known or Supplier has otherwise lawfully obtained it or Supplier has been released in writing by Customer from his obligation. Furthermore Supplier shall treat all confidential information as comprehensively as possible and use this exclusively for the performance of the delivery or service and keep the results or partial results obtained by him through the execution of the order and shall use them exclusively for the performance of the order. The confidential information shall not be used either directly or indirectly for purposes other than the purposes of the contract.

12.2 In the event that the contract is terminated, Supplier shall return all confidential information to Customer or destroy it and delete all electronically stored data. Supplier shall confirm to Customer, on the latter's request and in writing within a week that he has fulfilled this obligation

12.3 Supplier 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 that Supplier uses to fulfil his contractual obligations or who have access to the information

12.4 The same applies to personal data relating to Customer or third parties, of which Supplier becomes aware in connection with the business relationship with Customer. Supplier 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 12.3 applies mutatis mutandis.

12.5 The obligations of Supplier under Section 12 shall remain in effect even after full fulfilment of the delivery or service by Supplier and after termination of the business relationship with Customer.

12.6 In the event of violation by Supplier of any of the obligations under Section 12, Customer shall be entitled to demand for each violation a penalty of 5 % of the gross contract amount. Customer is due the contractual penalty regardless of the fault of Supplier and proof of corresponding damage is not required. Claims for damages by Customer above and beyond this are not affected even in the case of minor negligence on the part of Supplier.

13. Contract period

13.1 Unless otherwise agreed, all contractual relationships can be terminated in writing by Customer and by Supplier without any reasons and subject to a period of one month's notice to the last day of any calendar month. Customer is entitled to partially terminate the contractual relationship. Supplier is only entitled to such a partial termination if this has been explicitly agreed.

13.2 Notwithstanding other good reasons, Customer is entitled, in particular in the following cases to unilaterally terminate the contract in part or in full and with immediate effect:

- a) If bankruptcy proceedings are applied for or instigated in relation to the assets of Supplier, 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 Supplier being obliged to inform Customer immediately of a planned insolvency application and/or petition by creditors, sent to Supplier; or
- b) If Supplier infringes material contractual provisions and continues to do so despite written request within two weeks; or
- c) if circumstances exist that obviously render the timely performance of the order impossible or
- d) In the cases mentioned in section 2.5, 7.7, 14.2 or 15.3.

If it is Supplier's fault that there are reasons for dissolution, he shall compensate Customer not only for any further claims but also those additional costs incurred by any commissioning of a third party.

14. Transfer of order, assignment of claim

14.1 Customer is entitled to transfer rights and duties from the contractual relationship with Supplier to an affiliated company under § 228 (3) UGB. No right of termination accrues to Supplier as a result of such transfer.

14.2 The full or partial transfer of contracts to third parties by Supplier is not permitted without Customer's prior written consent and shall entitle the latter to withdraw in full or in part from the contract with immediate effect and demand compensation. Assignment of a claim by Supplier is only permitted with Customer's prior written consent.

15. Compliance, corporate governance

15.1 Supplier shall immediately inform Customer in writing and at the latest on acceptance of the quote if Supplier 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 Supplier 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.

15.2 Supplier 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 his employees in the workplace, observe environment protection laws and encourage and require his suppliers to observe this code of conduct

15.3 If Supplier breaches these obligations, then Customer 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.

16. Severability clause, jurisdiction, applicable law, miscellaneous

16.1 If any provision of these GTCP 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.

16.2 Any disputes arising out of or in connection with the existence, the validity, the interpretation, the execution and/or the termination of this GTCP and the legal relationship between Supplier and Customer shall be subject to the exclusive jurisdiction of the City of Vienna Law Court. Customer may at his own discretion take action against Supplier before the court having jurisdiction at the place of performance of the obligation of delivery or service.

16.3 These GTCP 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).

16.4 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.

16.5 Electronic contractual declarations, other legally-relevant electronic declarations and electronic confirmations of receipt shall be deemed received, when they can be collected by Supplier 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.

16.6 Supplier shall immediately inform Customer 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 Supplier if they have been sent to the last known address for him.