

Gebrüder Weiss Gesellschaft m.b.H. – General Terms and Conditions of Purchase

(Updated July 2017)

1. Scope and terms and conditions of the Contractor

1.1 These General Terms and Conditions of Purchase apply to all orders (goods and services) by Gebrüder Weiss Gesellschaft m.b.H. (hereinafter referred to as "GW" or "the Buyer") and its affiliated group companies. Deviating terms and conditions of sale and/or delivery issued by the Contractor (hereinafter referred to as "the CNTR") shall only apply if expressly recognized by GW in writing. If, in such a case, there are any contradictory clauses, the provisions of the present General Terms and Conditions of Purchase shall prevail. Reference in GW's order to the CNTR's offer documents shall not imply (indirect) acceptance of the CNTR's general terms and conditions of business.

1.2 By accepting and executing GW's orders, the CNTR accepts GW's General Terms and Conditions of Purchase. GW's General Terms and Conditions of Purchase shall thereupon become an integral part of the respective agreement. Full or partial subcontracting of orders by the CNTR shall require GW's prior written consent. Any alterations and/or supplements to orders, and verbal agreements, shall only be valid with GW's written consent. Furthermore, these General Terms and Conditions of Purchase shall apply to all GW framework purchase agreements.

1.3 Any alterations to these General Terms and Conditions of Purchase shall be notified to the CNTR in writing or via electronic means. The said alterations shall assume legal force for all the CNTR's current business relationships four weeks after notification, unless the CNTR sends a written objection within that time limit.

1.4 Unless expressly accepted by GW in writing in advance, any terms and conditions issued by the CNTR or its subcontractors in paper or digital form with the software products shall not be binding upon GW in particular if the said terms and conditions require GW or third parties for which GW is responsible (e.g. employees, consultants) to perform actions constituting the basis for conclusion of a contract or possible registration actions.

2. Validity and electronic order processing

2.1 The entire ordering process is performed electronically (e.g. via a web application or EDI connection), unless otherwise expressly agreed in writing beforehand by GW and the CNTR. The CNTR is obliged to send the order and the corresponding invoices

electronically and in a form which GW can use for electronic data processing in automated form.

3. Order acceptance

3.1 Order acceptance shall be confirmed in writing (electronically) by the CNTR without delay. If this is not done within a reasonable time period (two weeks at most), GW shall have the option of revoking the order within one month without payment on account, i.e. without incurring costs. The order confirmation cannot change the contents of GW's order. GW shall only be bound by deviations if GW has expressly agreed thereto in writing.

4. Delivery lead times and delay

4.1 The lead times for provision of goods or performance of services shall commence on the order date. If no lead time is agreed, the goods or services shall be supplied or performed without delay. The timeliness of delivery shall be determined according to the date of receipt at the destination or place of use stipulated by GW. The timeliness of deliveries involving assembly or installation and services shall be determined according to the date of approval.

4.2 In the event of delays in delivery for reasons for which the CNTR is responsible, the CNTR shall notify GW immediately, thereby allowing GW to determine how to proceed. However, the CNTR is in any case obliged to do everything in its power to make the delivery as soon as possible. Extension of the time limit for delivery or performance in such cases shall be contingent on GW's express written consent. In the event of delay in delivery or performance, GW shall be entitled to withdraw from the contract, having granted the CNTR a reasonable extension to rectify the situation. This shall also apply in the event of a delayed partial delivery being previously accepted by GW without reservation. No extension period needs to be granted in the event of a fixed-date transaction.

4.3 If it can already be foreseen, within the CNTR's delivery lead time, that the CNTR will be unable to duly execute the delivery or performance by the contractually agreed date, GW shall be entitled to take all measures necessary to prevent imminent default, at the cost and risk of the CNTR. In the case of risk of default or other, greater impending damage, GW is not obliged to prompt the CNTR or to set a time limit for them.

4.4 In the event of early delivery, GW reserves the right to charge the CNTR any additional costs resulting therefrom, such as warehousing and insurance costs, and to render its own services in accordance with the agreed delivery date. Until the agreed delivery date, GW's liability shall be limited to that of a depositary only.

4.5 In the event of change in the CNTR's shareholding/ownership structure or in the event of the CNTR's insolvency, GW shall be entitled to withdraw from the contract in full or in part, irrespective of procedural consequences. The CNTR shall be required to inform GW of any of the circumstances mentioned above.

5. Shipment, delivery, transfer of risk, retention of title

5.1 Risk shall be transferred upon approval by authorized GW employees for services and deliveries involving installation and/or assembly.

5.2 For deliveries not involving installation or assembly, risk shall be transferred upon receipt by GW's authorized employees at the respective "application site". Risk shall only be transferred to GW when the CNTR has handed over the delivery to GW's authorized employees and GW's authorized employees have inspected the delivery at the delivery location and have duly accepted it as being in order and the CNTR has also fulfilled all secondary obligations according to the specifications, such as the provision of the required test certificates, descriptions, instruction manuals, etc.

5.3 DDP – Delivered Duty Paid (named place of destination) shall apply (Incoterms 2010). In the event of delivery to construction sites or to directly associated contractual parties (e.g. warehouse operators), unloading shall be performed at the CNTR's risk and expense.

5.4 Part deliveries, over-deliveries and under-deliveries shall require GW's express written authorization. Goods shall be delivered to the goods receiving point at the respective delivery location at the usual times or the times specified for acceptance of goods in the order.

5.5 If GW bears the transport and delivery costs under a separate contractual agreement and does not stipulate a specific mode of transport, the goods in question must be shipped using the most economical means possible. Failing this, all negative consequences and extra costs resulting therefrom shall be borne by the CNTR. Any additional costs for expedited transport of the consignment, which may be necessary to comply with the delivery date in such cases, shall be borne by the CNTR.

6. Invoicing and payment

6.1 The CNTR shall be required to invoice GW immediately after delivery or completion of the relevant service. The order number and details must be specified in the invoice. Time records confirmed by GW shall be enclosed with invoices for performance of work or assembly. For goods requiring an export license, the invoice must contain all the relevant labelling requirements.

6.2 Invoices that do not comply with clause 6.1 shall be returned by GW without settlement. In such cases the invoice shall be considered as not presented. The payment period shall therefore only

start from such time as the respective service and/or delivery has been fully approved by GW and the invoice has been duly received, as defined under 6.1. Where the CNTR is required to furnish material testing reports, inspection records, quality-control documents or any other documentation, delivery or performance shall only be deemed complete upon receipt of such documents. The CNTR acknowledges that payment of any invoices can only be made if the GW supplier portal is filled with the most recent queried information of the CNTR. Responsibility for this is borne by the CNTR.

6.3 GW shall be entitled to offset its payment obligations towards the CNTR with claims held by GW or any of its affiliated group companies against the CNTR.

6.4 Payments shall be made net within 60 days. In the event of defects, GW shall be entitled to withhold payment until full rectification thereof. Payment shall not, however, be deemed to constitute acknowledgement that delivery of goods or performance of services have been duly performed, or waiver any of GW's rights.

6.5 Payments shall be deemed to have been made in a timely manner upon execution of the payment order to GW's bank by no later than the payment due date. The CNTR shall bear the bank charges of the receiving bank.

6.6 The CNTR shall ensure that the movement certificate required for customs exemption contains the correct details and is legally effective, failing which the CNTR shall be liable for all detriment ensuing.

6.7 The CNTR shall waive the right to rescission due to error and gross disparity.

7. Approval and guarantee in the event of defects

7.1 The acceptance of deliveries or services, temporary use and/or payments made shall not be deemed to constitute either acceptance or waiver of the rights incumbent on GW. Neither delivery note counterfoils nor other receipts with regard to receipt of goods by GW shall constitute declaration of final acceptance by GW of the goods delivered.

7.2 GW shall not be subject to the obligation to report defects immediately, as specified under Section 377 of the Austrian Commercial Code (Unternehmensgesetzbuch). GW shall inform the CNTR of any defects identified as soon as possible, however. This obligation to notify is not subject to any time limitation.

7.3 Inspection for completeness and any visible defects and final acceptance of goods through an acceptance test shall be performed within a reasonable time-limit following receipt of the goods. If a random inspection reveals that parts of a delivery do not comply with GW's requirements or are not of merchantable quality, GW shall be entitled to reject the entire delivery.

7.4 The CNTR shall provide a two-year warranty for its deliveries and services. A three-year warranty shall be provided for deliveries and services connected with buildings and/or land. After rectification of defects, the warranty period for the component of the delivery or service which has been replaced shall start again.

7.5 For deliveries with assembly or installation and for services, the warranty obligation shall commence following acceptance testing. For deliveries not involving assembly or installation, the warranty obligation shall commence upon delivery to the application site. For hidden defects the warranty obligation shall commence upon identification thereof. In the event of deliveries to locations where GW is to use the goods delivered to perform orders outside its own business premises, the warranty period shall start to run from the customer's acceptance of the service to be provided by GW. The deadline shall be deemed to have been complied with upon submission of a written warranty claim from GW.

7.6 The CNTR shall guarantee use of the best, purpose-made, brand-new materials available, skilled execution in accordance with the underlying technical drawings and specifications, fully functioning design and fault-free installation – in each case state of the art. The CNTR shall accept a two-year unlimited warranty for the accuracy and completeness of its written and oral statements and instructions for services related to engineering, consultation, software or documentation and in the event of delegation of personnel.

7.7 Pursuant to Section 933b of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch), the CNTR shall also grant GW right of recourse if the end customer is a contractor. Furthermore, the CNTR shall waive the claim of late notification of the right of recourse, as specified under Section 933b(2) of the Austrian Civil Code.

7.8 Where defects are identified within the warranty periods specified above, GW shall be entitled to demand, at its own discretion, that the CNTR either immediately rectifies the said defects, at the CNTR's expense, DDP at the application site, or resupplies GW with defect-free goods or services within a set deadline. GW shall also be entitled in any case to claim all costs incurred in connection with rectification of the defect, e.g. dismantling and installation costs, from the CNTR. GW's inspection costs shall be reimbursed if the inspection reveals defects. In the event of risk of further default, e.g. to avoid its own default, or if the CNTR fails to rectify defects within a reasonable time-limit, GW shall be entitled to obtain defect-free products from third parties or to repair defective goods or have such defective goods repaired, at the CNTR's expense, without prior notification and without prejudice to its claims under the CNTR's warranty. GW shall be owed full compensation for such repairs, even if the repair costs are higher than the costs of repair by the CNTR would have been.

7.9 The CNTR's subcontractors and presuppliers (in whatever form) shall be deemed in any case as the agents of the CNTR.

7.10 With regard to all damages caused by the CNTR to GW, the CNTR is liable without restriction in accordance with the general

statutory provisions. This liability also includes compensation for damages from loss of profits.

8. Intellectual property rights

8.1 The CNTR is liable to GW for the freedom from any rights of third parties to the deliveries and services. The CNTR shall indemnify and hold GW harmless against any disputes relating to infringement of patent rights, copyright, trademark or registered design rights ensuing from deliveries of goods and performance of services and shall guarantee unrestricted use of the goods delivered. Irrespective of any other obligations, the CNTR shall indemnify and hold GW harmless against any third-party product liability claims with respect to products supplied by the CNTR. The CNTR shall be required to reimburse GW for all costs incurred by GW due to defense against a claim or compensation. The CNTR undertakes to take out adequate insurance against this risk and to provide GW with appropriate evidence thereof, on demand.

8.2 The CNTR shall inform GW without delay should third parties file claims with regard to patent rights, trademark rights, registered design rights or copyright associated with the delivery of goods and/or provision of services to GW, which could potentially hinder GW's operations, either directly or indirectly. The CNTR shall give GW full assistance and information in order to ward off a possible attack by a third party.

9. Security

9.1 Products delivered to GW and/or equipment installed must not only be equipped with the prescribed safety devices but also comply with the safety regulations applicable at the application site. The products and/or equipment shall be required to be state-of-the-art, unless the state-of-the-art represents a high safety-risk compared with the previous state-of-the-art. In such eventualities the CNTR shall provide GW with a detailed explanation regarding the safety-related aspects and shall present the reasons in writing.

9.2 The CNTR shall be required to comply with the respective EU directives, the Austrian Electrical Engineering Act (Elektrotechnikgesetz) and all regulations based thereon (as amended) and the current ÖVE (Austrian Electrotechnical Association) regulations or the VDE (Association for Electrical, Electronic & Information Technologies) regulations applicable, Austrian technical standards (ÖNORMEN), DIN standards, European standards (EN) and similar sets of regulations.

9.3 Equipment, systems and products delivered to GW must bear the CE mark in accordance with the EU directives and Austrian legislation. The relevant conformity declarations, short descriptions and assembly instructions and installation requirements must be provided upon delivery. Where framework supply agreements have been concluded (especially for standardized consumables), the CNTR shall also inform GW in good time about relevant changes to materials, manufacturing processes, subcontracted parts and conformity declarations. Moreover, when delivering equipment and

devices designed to be assembled by GW or a third party, the CNTR shall provide GW with

all the standard documentation and documentation required by GW, such as assembly plans, data sheets, installation instructions, processing information, storage, operation and maintenance instructions, lists of spare and wearing parts, etc., and provide all reasonable support.

9.4 Labels are to be attached in German and, at GW's request, in other expected languages. The operating requirements and instructions must be issued in duplicate in German and, at GW's request, in other languages as well.

10. Plans and provision of documentation and tools

10.1 All documentation, such as plans, drawings and models, shall become GW's property. The said plans, drawings and models must be handed over to GW, on GW's request, at any time, even in the event of premature termination of the contract. The CNTR shall pass on the order/order confirmation to GW, of its own accord, by no later than completion of the respective provision of services.

10.2 In order to allow GW to apply or otherwise use the plans and other documentation in their original or modified form, without the CNTR's further involvement or authorization, the CNTR shall grant GW (exclusively, irrevocably and without entitlement to additional compensation) the sub-licensable right of use, unlimited in terms of time, place and content and shall likewise grant corresponding permission to use the work resulting from this contract.

10.3 Where drawings and technical calculations are required, they shall be provided by the CNTR free-of-charge. Any tools, moulds, patterns, samples, models, profiles, drawings, standard specification sheets, printed templates, etc. provided by GW for performance of the order, shall remain GW's property. Neither the foregoing nor any items produced on the basis thereof may be passed on to third parties without GW's written consent or used for any purposes other than the contractual purpose. Tools, moulds, patterns, etc. manufactured at GW's expense shall become GW's property after being paid for.

10.4 All the said documentation and auxiliary devices in the broad sense of the term shall be suitably marked as GW's property and shall be protected against unauthorized inspection or use and repaired or replaced if necessary. The said documentation and auxiliary devices shall be returned upon delivery or cancellation of the order. Without prejudice to any further rights, GW shall also be entitled to demand handover of the said documentation and auxiliary devices if the CNTR fails to comply with these obligations or in the event of any manufacturing problems. The CNTR shall have no right of retention.

10.5 The material supplied shall remain GW's property and shall be stored, labeled and administered separately, free of charge. Receipt of such material shall be confirmed in writing, at GW's request.

Use thereof shall only be permitted for orders by GW and its affiliated group companies. The CNTR shall pay GW compensation for any impairment or loss. THE CNTR shall not be entitled to any compensation for delayed provision of such material. The right of retention shall be excluded.

11. Assignments

11.1 Notification with regard to assignment must be provided in writing by registered letter (not by fax or e-mail) to GW's main accounts department, failing which such notification shall be null and void. Duly delivered notification shall become effective after two working days have passed since receipt thereof. The CNTR expressly acknowledges that such a handling time is adequate. In the event of assignment, GW shall be entitled to offset and withhold a processing and registration fee of 0.5% of the claim assigned.

12. Commercial licenses and other authorization

12.1 The CNTR expressly confirms that it holds all commercial licenses and other authorization required for performance of the agreed services and shall present the relevant documents to GW, at the latter's request. Where specific official authorization, permits or inspections are required for the work, these shall be obtained by the CNTR in good time, without separate reimbursement.

13. Code of conduct

13.1 The CNTR shall be required to comply with the legislation applicable in the respective jurisdiction. In particular the CNTR shall not engage, actively or passively, directly or indirectly, in any form of bribery, unlawful price-fixing, violation of the fundamental rights of its employees or exploitation of child labor. Moreover, the CNTR shall take responsibility for the occupational health and safety of its employees, comply with environmental legislation and do its utmost to promote and require compliance with the terms of this Code of Conduct by its suppliers.

13.2 Should the CNTR commit culpable breach of these obligations, GW shall be entitled to withdraw from the contract or serve notice of termination of the contract, without prejudice to other claims. Where the breach of contract can be rectified, the above right may only be exercised after the CNTR has failed to rectify the breach of contract despite a reasonable time-limit being granted by GW for that purpose.

13.3 GW's Code of Conduct can be inspected at <http://www.gw-world.com>.

14. Fire prevention, occupational health and safety and environmental protection

14.1 In the event that the CNTR performs work forming part of the contractual relationship within GW's business premises, the CNTR shall be required to ask for the fire prevention, occupational health

and safety and environmental protection regulations issued by GW and to comply strictly with the terms thereof and to likewise ensure strict compliance with the terms of such regulations by its employees. The CNTR shall be liable towards GW for any loss or damage caused by failure to comply with these provisions. Should the CNTR be aware of any irregularities in this area, including in the case of GW or third parties, the CNTR shall be obliged to notify GW without undue delay.

15. Employment of foreigner nationals

15.1 The CNTR undertakes to comply with the provisions of the Austrian Act on the Employment of Foreign Nationals (Ausländerbeschäftigungsgesetz), Federal Law Gazette BGBl. No. 218/1975 as amended. At GW's request, the CNTR shall be required to remove workers immediately from the construction site or plant, where such workers are employed contrary to the provisions of the Austrian Act on the Employment of Foreign Nationals. The CNTR shall ensure that all necessary documents and evidence are available to GW or its customers at any time.

16. Insurance

16.1 The CNTR shall be required to take out adequate (project) liability insurance, at its own expense, providing coverage for all liability risks arising from the order in question. The insurance policy taken out by the CNTR shall also provide liability coverage for the CNTR's personnel, subcontractors and other vicarious agents, used by the CNTR for performance of the contract.

17. Import/export inspection and customs

17.1 The CNTR shall inform GW about possible licensing obligations (especially with regard to dual-use goods) for (re-)exports of its goods, in accordance with German, European and US export and customs regulations and the export and customs regulations for the country of origin of the goods, in the CNTR's business documents. The CNTR shall provide the following information for the respective item in its offers, order confirmations and invoices for this purpose:

- the ECCN (Export Control Classification Number) for US goods, as defined in the US Export Administration Regulations (EAR);
- whether the goods were transported through the USA, produced or stored in the USA or produced using US production technology;
- the export list number, as defined in Annex AL to the German Foreign Trade Regulations (Außenwirtschaftsverordnung) or equivalent list items in relevant export lists;
- the commercial origin of its goods and the constituent parts of its goods, including technology and software;

- the statistical commodity code (HS code) of its goods;
- whether the deliveries or parts thereof require authorization as dual-use goods, pursuant to Council Regulation (EC) No. 1334/2000; and
- a single point of contact within the CNTR's company for clarification of any queries GW may have.

17.2 At GW's request, the CNTR shall be required to provide GW with written notification regarding any further external trade data for the CNTR's goods and the constituents thereof, and to inform GW in writing without delay (prior to delivery of the goods concerned) about any amendments to the said data.

17.3 Where goods or services are provided from an EU Member State other than Austria, the CNTR shall be required to specify its EU VAT ID number.

17.4 Imported goods shall be delivered duty-paid.

17.5 The CNTR will need to provide any declarations and information required, to enable inspections performed by the customs authorities and to procure all official confirmation, at its own expense, in accordance with Council Regulation (EC) No. 1207/2001 (as modified by Council Regulation (EC) No. 1617/2006 and Council Regulation (EC) No. 75/2008).

18. Information on due storage and disposal of hazardous waste, Restriction of Hazardous Substances Directive (RoHS)

18.1 In addition to the general statutory notification obligations, the CNTR shall also provide GW with all necessary and useful information about goods to be supplied or services to be provided, in particular instructions on proper storage and safety data sheets, as specified under Directives 91/155/EEC, 93/112/EEC and 99/45/EC. The CNTR shall also notify GW as to the possibility of the goods supplied by the CNTR being contaminated with hazardous waste or waste oils and shall advise GW as to the type thereof and possible disposal options in particular. In accordance with the requirements of the Austrian Waste Management Act (Abfallwirtschaftsgesetz), the CNTR shall accept any waste resulting from use of the goods supplied by the CNTR or analogous goods, free of charge, at GW's request, provided that the said goods have been used in accordance with the intended purpose, up to a limit of the quantity supplied by the CNTR. Should the CNTR refuse to accept such waste or if such acceptance is impossible, GW shall be entitled to dispose of the waste at the CNTR's expense.

18.2 The CNTR warrants and guarantees that the deliveries to be performed by the CNTR on the basis of the order comply with the terms of the RoHS Directive (on the restriction of the use of certain hazardous substances in electrical and electronic equipment) and therefore satisfy the limits in force under the RoHS Directive (EC

Directive 2002/95/EC) at the time of delivery. In the event of provision of non-RoHS compliant goods or services, the CNTR shall compensate GW for any loss or damage caused by thereby, without prejudice to any warranty claims.

19. Waste recycling, the Austrian Waste Management Act and the Austrian Ordinance Regulating the Handling of Waste Electrical Equipment

19.1 All transport packaging, sales packaging and service packaging resulting from deliveries to GW from within Austria shall be disposed of by the CNTR exclusively via Altstoff Recycling Austria AG ("ARA AG"). The CNTR shall indemnify and hold GW harmless with respect to any costs incurred by GW as a result of failure to dispose of packaging waste or disposal via a waste collection and disposal system other than that operated by ARA AG.

19.2 Goods shall be duly packaged. The CNTR shall bear the risks and costs of packaging. Where the CNTR is based within Austria, it shall use packaging material for which it utilizes a third party for exemption from the obligation to take back returned packaging, as specified under the Austrian Packaging Ordinance (Verpackungsverordnung) 1996, Austrian Federal Law Gazette (Bundesgesetzblatt) No. 648/1996, as amended, and shall provide GW with all information required on the matter. Under the current ARA system (Altstoffrecycling Austria AG), the CNTR is required to specify its "ARA license number", the "packaging fractions" and the weights thereof on the delivery note. If it has been agreed that the CNTR is not to use a third party, the CNTR shall be required to collect the packaging material without delay from the location specified by GW and to dispose of that packaging at its own expense, in accordance with the Austrian Packaging Ordinance 1996, as amended, and to indemnify and hold GW harmless against damage and legal responsibility ("self-disposal"). The CNTR shall be required to inform GW of the self-disposal requirement upon establishing business contact. GW shall have no waste packaging return, disposal or storage obligations. In the event of delay on the part of the CNTR, GW shall be entitled to dispose of the packaging material or have it disposed of at the CNTR's expense and risk. Where materials not authorized via ARA (in the absence of the required clarification by the Austrian-based CNTR) are disposed of via the ARA system by GW, the CNTR shall be required to reimburse GW for all costs incurred by GW as a result thereof.

19.3 The CNTR shall be required to take back for disposal all deliverables, waste and residues of such deliverables that are classifiable (following use in accordance with the intended purpose) as "waste" or "hazardous waste", at its own risk and cost.

19.4 Where the CNTR is based in Austria and sells waste electrical and electronic equipment for commercial purposes, the CNTR shall assume responsibility for financing the collection and disposal of waste electrical and electronic equipment, as specified under the Austrian Ordinance Regulating the Handling of Waste Electrical and Electronic Equipment (Elektroaltgeräteverordnung).

19.5 Where the CNTR is based in Austria, the CNTR shall be responsible for ensuring due compliance with all obligations incumbent on the CNTR as the manufacturer/importer, in accordance with the Austrian Waste Management Act and the Austrian Ordinance Regulating the Handling of Waste Electrical and Electronic Equipment, in particular the obligations under Sections 11 and 24 of the Austrian Ordinance Regulating the Handling of Waste Electrical and Electronic Equipment. The CNTR shall ensure in particular that none of the products supplied by the CNTR breach the substance ban as provided for under Section 4 of the Ordinance Regulating the Handling of Waste Electrical and Electronic Equipment.

19.6 The CNTR shall bear unlimited liability for all loss and damage and other financial detriment incurred by GW as a result of the CNTR's failure to comply with or failure to comply fully with the above financial obligation. The seller shall bear the burden of proof for compliance with this obligation.

20. Use of the Gebrüder Weiss trademark

20.1 The CNTR shall only be entitled to include the "GW" trademark, the "Gebrüder Weiss logo" or other GW trademarks in its list of references or other correspondence material or to make public reference to its commercial relations with GW in any other way, having obtained prior written permission from GW.

21. Delivery of hardware and software

21.1 Hardware and software shall always constitute a unit, unless agreed otherwise in writing for a specific order.

21.2 In the event of delivery of "standard software" (i.e. not specifically developed for GW), the CNTR shall grant GW a transferable, non-exclusive right to use the said software. In the event of purchase (fundamentally a one-off payment), the right of use shall furthermore not be limited in duration.

21.3 For software custom-developed for GW (hereinafter referred to as "Custom-Developed Software"), the CNTR shall grant GW an exclusive (excluding the CNTR itself as well), transferable usufructuary right for all forms of use, of unlimited duration. The source code for the Custom-Developed Software shall also be transferred in the respective final version. The CNTR shall provide GW with a data storage media for this purpose, readable on GW's system, with the source code and machine code and the relevant documentation (storage media index, program and data flow diagrams, test procedures, test programs, etc.). In addition to this documentation, the CNTR shall also provide GW with sufficient copies of detailed written user instructions, in German and/or another language requested by GW, in hard-copy and electronic format (e.g. as a PDF file) prior to acceptance.

21.4 Following verification of compliance with the Statement of Work prescribed by GW, the Custom-Developed Software shall be

accepted by means of a written handover report, signed by both parties.

21.5 Any improvements shall be recorded in the handover report. Should GW fail to conduct acceptance testing within four weeks of being notified by the CNTR that the relevant goods or services are ready for acceptance testing, or should GW refuse acceptance testing without justification, the software shall be deemed to have been approved after running satisfactorily in trial operation, free of charge, without generating error messages, for at least eight weeks. In case of doubt, the said period shall commence upon productive use of the software by GW or, if passed on, by GW's end customer (or one of its group subsidiaries).

21.6 GW shall be sent all subsequent software versions containing updates free of charge over the warranty period. The CNTR also undertakes to provide GW with service and maintenance and software support for the software supplied for at least 5 years from the date of acceptance, at standard market terms. Service and maintenance charges shall be reduced accordingly over the warranty period.

21.7. In the case of implementation of software and/or hardware by the CNTR, the CNTR shall be liable for all damages resulting from this. In particular, the CNTR is liable for GW's loss of earnings if the system comes to a standstill. If no further agreement has been reached, the contractor is also responsible for any necessary complete data migration.

22. Confidentiality

22.1 The CNTR shall be required to maintain confidentiality with regard to information which comes to its attention regarding GW and the subject-matter of the contract over the course of its contractual relationship with GW, unless the said information is in the public domain or reaches the CNTR via other lawful channels. The CNTR undertakes in particular to maintain confidentiality with regard to the findings or partial findings compiled by the CNTR over the course of performance of GW's order and to use such findings or partial findings exclusively for performance of the respective order. Should the CNTR make use of a third party for performance of its contractual obligations, the CNTR shall contractually bind the third party by a corresponding confidentiality undertaking.

22.2 The same shall apply for personal data relating to GW or third parties and information under Section 38 of the Austrian Banking Act (Bankwesengesetz) or Section 48a of the Austrian Stock Exchange Act (Börsegesetz) etc., which comes to the CNTR's attention in connection with GW's order. The CNTR shall protect such information and findings in particular from third-party access, shall comply with the data secrecy requirements as specified under Section 15 of the Austrian Data Protection Act (Datenschutzgesetz) and shall bind its employees entrusted with contractually relevant tasks by a corresponding confidentiality undertaking.

23. Data protection

23.1 The CNTR grants its express approval to GW passing on all of the CNTR's data generally recorded and the data electronically recorded from the relevant business transaction and stored centrally, to other companies belonging to the GW Group for information purposes (e.g. procurement pooling) and under the corporate reporting obligations for statistical purposes and risk management. The CNTR also grants its express approval to such companies and GW sending the CNTR information about goods or services in writing or by e-mail or contacting the CNTR in any other way (e.g. by telephone). The said approval may be rescinded at any time in writing or by e-mail.

23.2 In principle the data from the respective business transaction (address, telephone and fax number and other correspondence-related information ensuing from modern communication technology, sites, contact persons, goods ordered, and quantity delivered) shall only be automatically processed for the purposes of performance of the contract, in particular for administration and billing purposes. For technical reasons this data may need to be stored on a server belonging to another company within the GW Group or a commissioned third party.

24. Bribery prevention, social responsibility and corruption

24.1 The CNTR shall inform GW in writing, by no later than upon submission of the CNTR's offer, if the CNTR or members of its management have been convicted of bribery of national or foreign public officials by a national or international court within a period of five years prior to submission of the offer and shall notify GW without delay, in writing, if the CNTR or members of its management are charged with bribery of national or foreign public officials by a national or international court at any time between submission of the offer and approval of the CNTR's goods supplied/services provided.

24.2 The CNTR and the CNTR's subcontractors shall be required to minimize the detrimental impact of their activities on human health and the environment. For this purpose, the CNTR shall, insofar as its means allow, set up and develop an environmental management system in accordance with ISO 14001. The CNTR shall also be required to abide by the principles of the United Nations Global Compact Initiative (www.unglobalcompact.org) and the OECD Guidelines for Multinational Enterprises. The above relate in particular to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in recruitment and employment, environmental responsibility, desisting from anti-competitive agreements and the prevention of corruption. Should the CNTR fail to comply with the above standards, GW shall be entitled to withdraw from the contract without issuing notice.

25. Final provisions

25.1 The customer shall be entitled to transfer its rights and obligations under the contractual relationship with the CNTR to

another company in the GW Group. The CNTR shall not be entitled to termination of contract on account of such a transfer.

25.2 The place of performance for deliveries of goods or provision of services shall be the application site specified by GW.

25.3 The place of performance for payments shall be GW's registered head office.

25.4 These General Terms and Conditions of Purchase shall be governed by and construed in accordance with Austrian law, with the exception of legal provisions referring to the law of other countries (Private International Law). The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The contractual language shall be German.

25.5 Any disputes arising, in particular with regard to the conclusion of a contract or claims arising from the contract, shall be subject to the exclusive jurisdiction of the Vienna District Court for Commercial Matters (Bezirksgericht für Handelssachen Wien) or the Vienna Commercial Court (Handelsgericht Wien) (depending on the amount at issue). GW shall also be entitled, however, to file a suit against the CNTR within another jurisdiction, e.g. at the CNTR's place of general jurisdiction.

25.6 Should individual provisions of these General Terms and Conditions or a business agreement based on these General Terms and Conditions be or become ineffective, this shall not affect the effectiveness of the other provisions. To replace the ineffective provision, the contracting parties undertake to agree on a provision, which comes closest in terms of meaning and purpose, within the limits of what is legally possible, to the contracting parties' economic intention in the ineffective provision.

25.7 GW's performance of contractual obligations shall be subject to the requirement that performance thereof is not prevented by any impediments under national or international foreign trade legislation or by embargos or other sanctions.