

General Terms and Conditions of Purchase and Payment (GTC) of the Institute of Science and Technology Austria

1. Scope of Application

1.1. These Terms and Conditions shall apply to all purchases and contracts of the contracting entity, the Institute of Science and Technology Austria ("IST Austria") and form an inseparable part of our inquiries and orders. Deviations therefrom or general terms and conditions of the supplier or of the contractor ("Contractor") to the contrary shall only be binding if they are acknowledged by IST Austria in writing in the individual case.

1.2. General terms and conditions and terms and conditions of delivery of the Contractor shall not become a part of the contract, also without requiring an objection of IST Austria. In particular, acts of performance by IST Austria shall not be deemed an approval of contractual terms and conditions deviating from the GTC. Terms and conditions of the Contractor to the applicability of which the Contractor makes a reference in order confirmations, delivery notes or invoices shall hereby be objected.

1.3. Upon acceptance and/or execution of the order of IST Austria, the Contractor acknowledges the exclusive full applicability of the GTC of IST Austria. This shall also apply in case of future amendments or extensions of the contract.

2. Conclusion of the Contract

2.1. Contracts come into effect with the order. Only orders and changes of such made in writing (or via the ordering platform ISTOS or directly by e-mail) shall be legally valid. All notices concerning the contractual relationship shall be addressed to the contact person mentioned in the order.

2.2. Contracts shall always be validly concluded with the content of the written order or order confirmation transmitted by the ordering system of IST (e.g. IST Ordering System, "ISTOS") or by e-mail including the GTC of IST Austria. Supplements, amendments and deviations of any kind whatsoever shall only become binding for IST Austria if it confirms them in writing (or by e-mail).

3. Scope of Services

3.1. All deliveries and services shall comply with the respectively applicable laws, rules as well as with the other standards and guidelines customary within the industry (e.g. dangerous goods and safety regulations).

3.2. Unless otherwise agreed in writing, orders shall be deemed indivisible. An agreed delivery in parts shall only be deemed fulfilled upon provision of the last partial service.

3.3. If devices are delivered that require a training of the operating staff of IST Austria, this training shall be provided – unless otherwise agreed – without any additional remuneration.

4. Change of Services

Deviations from the orders of IST Austria shall be clearly highlighted and shall – without prejudice to the assertion of claims resulting from a faulty performance of the contract – only be admissible if IST Austria expressly acknowledges them in writing (or by e-mail). The acceptance of goods without reservation shall not constitute such consent.

5. Shipping & Transport

5.1. Unless otherwise agreed, delivery shall be made unloaded, duty paid and free to destination. Unless any other place of destination has been agreed, it shall be Am Campus 1, 3400 Klosterneuburg, delivery zone Bertalanffy Foundation Building 104.

5.2. The Contractor shall be obliged to inform itself in advance and in good time about the acceptance times and modalities. Deliveries of goods outside of the acceptance times and deliveries at another date of delivery than the one agreed may be refused and shall not be deemed fulfilled within the specified time limit.

5.3. The Contractor shall in any case ensure a faultless packaging appropriate as regards the type of transport at its own expense.

5.4. If transport by IST Austria has been agreed, the Contractor shall be obliged to provide IST Austria in advance and in good time in writing (or by e-mail) with any information relevant for the transport (measures, weight, special transport requirements, etc.) and to enclose all documents necessary for the further transport process to the goods (in particular for export and import).

5.5. In case of a cross-border delivery, the Contractor shall assure that it was lawfully imported and that duty was properly paid (clearing the goods for export and import). If it has been agreed with IST Austria that IST Austria is responsible for clearing the goods for import, the Contractor shall provide the documents necessary for a proper customs clearance in good time. The Contractor shall be liable vis-à-vis IST Austria for all disadvantages caused by an omitted, delayed or incomplete provision of the documents.

5.6. Expenses resulting from the violation of shipping regulations shall be borne by the Contractor.

6. Time of Performance & Delivery

6.1. The agreed dates of delivery shall be complied with.

6.2 In case of delays, the Contractor shall notify IST Austria without delay by indicating reasons therefor of the estimated length of the delay in writing or by e-mail to the address from which the order was placed. In case of default in delivery, we are entitled to withdraw from the contract by setting a reasonable grace period.

6.3. The Contractor shall be obliged to fully and precisely indicate on the delivery note auxiliary means used by the Contractor when delivering the goods that are to be kept for the Contractor (pallets and the like). IST Austria shall be entitled to dispose of auxiliary means not noted down at the expense of the Contractor.

6.4. EURO pallets or other exchangeable auxiliary means used when delivering the goods shall be in a proper state. In case of exchangeable auxiliary means, the Contractor shall only have the right to return auxiliary means comparable in terms of type and quality. The Contractor shall not be entitled to refuse hand-over if no comparable auxiliary means are handed over for exchange.

6.5 If delivery ex works is agreed with IST Austria, the goods shall be provided by using auxiliary means that comply with commercial practice. Unless otherwise agreed, they shall not be returned to the Contractor.

7. Transfer of Risk and Take-Over

7.1. Unless expressly agreed otherwise, delivery shall be made at the expense and risk of the Contractor to the place of destination indicated by IST Austria. The risk shall only then be transferred to IST Austria when the Contractor has handed over the delivery to an employee authorized by IST Austria and when the employee has properly taken over the delivery at the place of destination. The employees of IST Austria are not authorized to confirm freedom of defects in the course of the delivery/provision of service. The Contractor shall – for a delivery in accordance with the order, that is to say in order to avoid debtor's default – be obliged to also comply with all ancillary obligations such as the provision of the required test certificates, descriptions, operating instructions, copies of the order, enclosed drawings and all other required documents.

7.2. In case of deliveries that also include the installation or putting into service carried out by the staff of the Contractor, the risk shall only be transferred upon acceptance by IST Austria. If no employee authorized for this purpose by IST Austria is present at the time of the agreed delivery and if it is also impossible to store the goods at the premises of IST Austria, the Contractor shall at its expense ensure a proper safekeeping and inform IST Austria thereon without delay in writing (by e-mail) to the address from which the order was placed. Take-over of delivery shall only occur after the

inspection at the place of use has shown the proper functioning or when processing or using the delivered goods. IST Austria shall not have a duty to notify defects.

7.3. Each service under a contract for work suitable to be accepted shall require a formal acceptance including the keeping of minutes unless IST Austria abstains from it in writing. If the Contractor has fully provided the services agreed under the contract, the Contractor shall notify IST Austria thereof in writing and offer a formal acceptance. An acceptance by conclusive behaviour shall be excluded, in particular the use or, respectively, putting into service of such services under a contract for work or the commercial use within the framework of the trial operation shall not be deemed an acceptance.

8. Shipping Documents and Documentation

8.1. Any and all documents concerning the orders of IST Austria shall contain the corresponding labellings, in particular the order number.

8.2. A packing list/delivery note shall be enclosed to all consignments. In case of multi-deliveries, moreover, a multi-delivery note and a packing list indicating the items and order numbers shall be enclosed. Should proper shipping documents not also be handed over together with the delivery, IST Austria will not accept the delivery in order to fulfil the order.

8.3. The corresponding transport documents shall be enclosed for materials that fall under the Austrian Act on the Transport of Dangerous Goods (Gefahrgutbeförderungsgesetz). Materials falling under the Austrian Chemicals Act (Chemikaliengesetz) shall be labelled correspondingly and a safety data sheet in German shall be provided.

8.4. If stipulated by law, the subjects of performance shall contain a product certification of the Austrian Federation for Electrical Engineering (ÖVE-Prüfzeichen), a CE conformity marking or a safety certification equivalent to them and recognized by the EU. Furthermore, the Contractor shall – unless otherwise agreed – immediately after the order provide the documents required by law such as a EU conformity declaration, operation manuals in German, approvals, etc. Upon request of IST Austria, IST Austria shall be provided with other product-related proofs and certificates (e.g. CE certificate).

9. Waste Disposal

9.1. In the course of the order processing, the Contractor shall be obliged to comply with the requirements of the Austrian Waste Management Act (Abfallwirtschaftsgesetz) and the Austrian Packaging Ordinance (Verpackungsverordnung). Upon request of IST Austria, the licensing confirmation or the participation in an approved collection or recycling system in the sense of the Austrian Packaging Ordinance (Verpackungsverordnung) shall be proven (e.g. by presenting a valid license of the Austrian Association for the Recycling of Waste Materials (ARA-Lizenz)).

9.2. The disposal of packagings, garbage, waste materials and other residues produced in connection with the fulfilment of the contract shall be carried out by the Contractor pursuant to the legal provisions on the day of the service without an additional remuneration. Empty packaging units will be taken back by the Austrian Association for the Recycling of Waste Materials (ARA) or by a return and packaging system.

9.3. Any and all costs resulting from the compliance with the above-mentioned provisions shall be borne by the Contractor. In case of non-compliance, the Contractor shall be obliged to hold IST Austria harmless and indemnify it. IST Austria shall be entitled to deliver a substitute performance at the expense of the Contractor after setting a reasonable grace period.

10. Invoices

10.1. Invoices to IST Austria shall be sent together with the shipping documents. An acceptable invoice shall comply with all statutory requirements and include all essential contents, in particular order number, creditor numbers, contact person at IST Austria, delivery note number, delivery address.

10.2. If invoices do not conform to the requirements mentioned under point 10.1, IST Austria shall be entitled to return them unprocessed. They shall be deemed – until the proper issue and new reception at IST Austria – not billed.

11. Payment

11.1. The payment deadline shall start with the maturity of the invoice. The maturity requires the proper and complete delivery/service or, if applicable, an acceptance (including the shipping documents, insofar as applicable), the provision of any securities/suretyships agreed under an individual contract and the reception of an invoice in accordance with these GTC.

11.2. Unless otherwise agreed, payment shall be made within 30 calendar days after maturity by bank transfer.

11.3. If delivery is already completed before the agreed date, the payment deadline as regards the concerned invoices shall only start with the agreed date of delivery.

11.4. If there are any defects, IST Austria shall be entitled to defer payment until the complete rectification of the defects. Payment by IST Austria does not represent an acceptance of the goods without reservation.

11.5. If the Contractor is a working group, IST Austria shall – in the course of the placement of the order – be indicated an account to which IST Austria may order to make payments with discharging effect.

11.6. A set-off of the Contractor of claims of IST Austria against counter-claims of any kind whatsoever shall be excluded.

11.7. In case of a default in payment, the relevant provisions of the Austrian Commercial Code (UGB, Unternehmensgesetzbuch), as amended from time to time, shall be applicable. IST Austria shall not be obliged to pay

default interests exceeding such or claims for damages and reminder fees.

12. Rights of Use/Industrial Property Rights/Inventions

12.1. The Contractor gratuitously grants to IST Austria a non-exclusive, not revocable right of use unrestricted in terms of time and place, suitable to be sub-licensed to and transferable to indirect and direct participations of IST Austria regarding the deliveries and services subject matter of the contract as well as regarding property rights in connection with these deliveries and services, in particular the entitlement to process, copy, publish and provide them.

12.2. Insofar as within the framework of the order new inventions come into existence which are protectable as a patent/utility model, the Contractor shall transfer to IST Austria the property thereof including the right to register the invention as a property right in its own name or in a third party's name. If the Contractor claims that a patent/utility model has not come into existence in connection with the order, the Contractor shall be obliged to prove it.

12.3. Insofar as other new protectable work results come into existence within the framework of the order, the Contractor transfers to IST Austria exclusive, irrevocable, sub-licensable and transferable rights of use, unrestricted in terms of time and place regarding these work results. IST Austria shall also have the right to exploit the work results newly coming into existence in any type of use whatsoever, that is to say in particular to copy, redesign and publish them. If the Contractor claims that a work result has not come into existence in connection with the order, the Contractor shall be obliged to prove it.

13. Warranty

13.1. The Contractor shall warrant that the deliveries and services correspond with the characteristics expressly agreed and usually preconditioned, with the requirements mentioned under point 3.1 as well as with the general and special regulations applicable in Austria. If this is not the case at the time of the hand-over, they shall be deemed defective.

13.2. The Contractor abstains from the objection of a late notification of defects.

13.3. IST Austria shall be entitled to all warranty claims stipulated by law unless provisions that are more favourable for IST Austria have been agreed under the contract; the warranty period starts to run with the hand-over. A hand-over requires the take-over and, if applicable, acceptance (cf. 7.3) of the service.

13.4. In case of a defective delivery, IST Austria shall be free to first seek improvement, substitution or, respectively, price reduction or at once conversion except if there are only insignificant defects.

13.5. If the Contractor does not comply with its warranty obligations within a reasonable time limit, IST Austria shall be

entitled to rectify the defect, if required, at the expense of the Contractor or to commission third parties to do it. The same shall apply if the Contractor unlawfully refuses its duty to rectify a defect, if the rectification of a defect is faulty or would be unacceptable for IST Austria.

13.6. In case of improvement by the Contractor, the warranty periods shall newly start to run with the rectification of the defect.

14. Property Rights of Third Parties and Liability Provisions

14.1. The Contractor shall ensure that no industrial property rights (inter alia trademark, design and patent rights) of third parties are violated by the delivery or service. If property rights of third parties are violated, the Contractor shall – according to the choice of IST Austria – grant the right of use of the deliveries and services to IST Austria or design them free of protection. If claims are asserted against IST Austria by a third party, the Contractor shall hold IST Austria harmless and indemnify it.

14.2. IST Austria shall be entitled to all claims for damages for the violation of duties of the Contractor and to damages and claims resulting therefrom pursuant to the Austrian Product Liability Act (Produkthaftungsgesetz). The statutory periods of limitation shall apply; the Contractor shall not be entitled to reduce them or to declare that liability is excluded.

14.3. If claims are asserted against IST Austria for a consequential damage due to a defect or for defective material in the sense of the Austrian Product Liability Act (Produkthaftungsgesetz), the Contractor shall hold IST Austria harmless and indemnify it.

14.4. The Contractor shall, whenever necessary, be obliged to recall defective goods at its expense and to name the manufacturer or, respectively, importer within two weeks.

14.5. If claims are asserted against IST Austria for product liability provisions and if the defectiveness of the products of IST Austria is based on a defect of the goods of the Contractor, IST Austria shall be entitled to claim damages vis-à-vis the Contractor to the extent that the damage was caused by the defect of the goods of the Contractor.

14.6. In order to cover product- and service-specific risks, the Contractor shall take out a corresponding liability insurance.

15. Labour and Social Welfare Law

15.1. When preparing an offer and when executing the contract, the provisions under labour and social welfare law applicable in Austria shall be complied with.

15.2. IST Austria shall have the right – after prior announcement – to inspect the commissioned service in the business of the Contractor and/or subcontractor.

16. Subcontractor

16.1. When carrying out strictly personal services, that is to say

executing orders regarding which the qualification and experience of the Contractor or of the person used to execute them is decisive, subcontractors may only be used if they are already mentioned in the offer. The subsequent use of subcontractors not mentioned or the change of specified subcontractors requires the prior written consent of IST Austria.

16.2. It shall be admissible to transfer the order to subcontractors – unless it is a matter of strictly personal services – insofar as the subcontractor has the authority necessary for the execution (of its part), the performance capacity as well as the professional reliability.

17. Construction Contracts

17.1. If the Contractor carries out construction projects (for definition see enclosure), the Contractor undertakes to comply with the provisions under labour and social welfare law applicable in Austria (in particular the relevant collective bargaining agreements, the Austrian Act on the Protection of Employees – ASchG (ArbeitnehmerInnenschutzgesetz) (Austrian Federal Law Gazette (BGBl., Bundesgesetzblatt) no. 450/1994), the Austrian Working Time Act – AZG (Arbeitszeitgesetz) (Austrian Federal Law Gazette (BGBl.) no. 461/1969), the Austrian Act on Work Resting – ARG (Arbeitsruhegesetz) (Austrian Federal Law Gazette (BGBl.) no. 144/1983), the Austrian Amendment Act on the Law of Employment Contracts – AVRAG (Arbeitsvertragsrechts-Anpassungsgesetz) (Austrian Federal Law Gazette (BGBl.) no. 459/1993), the Austrian Anti-Wage and Social Dumping Act – LSD-BG (Lohn- und Sozialdumping-Bekämpfungsgesetz) (Austrian Federal Law Gazette (BGBl.) I no. 44/2016), the Austrian Income Tax Act of 1988 – EStG (Einkommensteuergesetz) (Austrian Federal Law Gazette (BGBl.) no. 400/1988) and the Austrian Equality Act – GIBG (Gleichbehandlungsgesetz) (Austrian Federal Law Gazette (BGBl.) I no. 66/2004). The ILO Conventions no. 29, 87, 94, 95, 98, 100, 105, 111, 138, 182 and 183 of the International Labour Organization (Austrian Federal Law Gazette (BGBl.) no. 228/1950, no. 20/1952, no. 39/1954, no. 81/1958, no. 86/1961, no. 111/1973, Austrian Federal Law Gazette (BGBl.) III no. 200/2001, Austrian Federal Law Gazette (BGBl.) III no. 41/2002 and Austrian Federal Law Gazette (BGBl.) III no. 105/2004) also form part of them. These provisions are accessible at the body of the statutory representation of interests of employers and employees which is locally competent for the execution of the order.

17.2. The above-mentioned obligation shall also apply to any and all subcontractors used by the Contractor in order to carry out the order. The Contractor shall oblige subcontractors to comply with the above-mentioned obligation when executing the services allocated to them, to supervise the compliance and to notify IST Austria of any possible violations without delay.

17.3. Upon written request, IST Austria shall be informed on all subcontractors intended to be used in order to carry out the order as well as on all planned changes of subcontractors and be provided without delay with up-to-date proofs confirming the compliance with the professional reliability of the Contractor or, respectively, of used subcontractors – that is to say in particular to be provided with an extract from the

central register of administrative penalties (Verwaltungsstrafevidenz) of the Austrian Federal Ministry of Finance (BMF) pursuant to sec. 28b of the Austrian Act on the Employment of Foreigners (AuslBG, Ausländerbeschäftigungsgesetz) (Austrian Federal Law Gazette (BGBl.) no. 218/1975), an extract from the register of administrative penalties (Verwaltungsstrafevidenz) of the Austrian Anti-Wage and Social Dumping Competence Centre (Kompetenzzentrum LSDB) pursuant to sec. 7n of the Austrian Amendment Act on the Law of Employment Contracts (AVRAG) (Austrian Federal Law Gazette (BGBl.) no. 459/1993) or, respectively, as of 1-1-2017 pursuant to sec. 35 of the Austrian Anti-Wage and Social Dumping Act (LSD-BG) (Austrian Federal Law Gazette (BGBl.) I no. 44/2016), an extract from the Companies' Register (Firmenbuch), Trade Register (Gewerberegister) or, respectively, a service report of the Central Coordinating Body (ZKO, Zentrale Koordinationsstelle) (in case of cross-border provision of services), an extract from the criminal record, the most recent outstanding debts certificate pursuant to sec. 229a of the Austrian Federal Fiscal Code (BAO, Bundesabgabenordnung) (Austrian Federal Law Gazette (BGBl.) no. 194/1961) or, respectively, the most recent account statement of the competent social insurance institute.

17.4. If a severe violation or repeated less severe violations of provisions under labour and social welfare law is ascertained and proven when executing the order, a contractual penalty amounting to 10 % of the total remuneration shall be agreed. Notwithstanding this, IST Austria refers to the fact that severe or, respectively, repeated violations of provisions under labour, social welfare and environmental law represent a ground for an extraordinary cancellation of the contract or, respectively, entitle to take corrective measures pursuant to sec. 73 of the Austrian Federal Procurement Act of 2006 (BVerG, Bundesvergabegesetz 2006).

17.5. If claims – of any kind whatsoever – resulting from a violation of provisions under labour and social welfare law by the Contractor or the subcontractor are asserted against IST Austria, the Contractor shall be obliged to hold IST Austria fully harmless from and indemnify IST Austria regarding all claims (such as contributions, levies, charges depending on wage, minimum remuneration) of the employees of the Contractor, the employees of its subcontractors and all employees of all other subordinated subcontractors and other legal provisions stipulating a corresponding liability. The compensation and indemnification shall also include court and attorney fees incurred by IST Austria in the defence against the claims asserted against IST Austria.

18. Duties to Examine

The Contractor consents that order and contract may be examined by IST Austria and national and European examination bodies. The Contractor shall in this case cooperate with IST Austria and the examination body and make data and information subject to monitoring accessible.

19. Reservations

19.1. Upon confirmation of the order of IST Austria, the Contractor agrees to abstain from any form of reservation of title.

19.2. The Contractor shall not be entitled to retain or delay its services.

20. Ordinary Cancellation

Unless otherwise agreed, contractual relationships that have been concluded for an indefinite period of time may be cancelled by observing a notice period of three months as per the last day of every calendar month by a registered letter with the date of the post stamp being decisive. The Contractor abstains from an ordinary cancellation during the first twelve months.

21. Place of Jurisdiction & Applicable Law

21.1. The competence of the court having substantive jurisdiction in Vienna Inner City (Wien Innere Stadt) (Austria) is agreed for any and all disputes arising indirectly or directly out of this contract. IST Austria shall additionally have the right to file a suit at the place of jurisdiction of the Contractor.

21.2. The contract including the GTC shall be governed by Austrian law under exclusion of any and all principles of conflict of laws. The UN Sales Law shall be excluded.

22. Data Protection

The Contractor shall be obliged to comply with the provisions of the applicable Austrian data protection provisions as well as of the General Data Protection Regulation; the Contractor shall transfer the corresponding obligations to its employees and to any subcontractors. In case of an order processing of personal data provided by IST Austria, a separate agreement shall be concluded and the Contractor shall point out the existence of an order processing relationship.

23. Data Protection Declaration

23.1. IST Austria only processes personal data of the Contractor (and of any subcontractors) within the framework of the applicable Austrian data protection provisions as well as the General Data Protection Regulation (GDPR).

23.2. Contact data of IST Austria as the person responsible in matters of data processing or, respectively, data protection:

Address: Am Campus 1, A-3400 Klosterneuburg, Austria
Data protection officer of IST Austria
Tel: +43-(0)2243 9000
E-mail: dataprotection@ist.ac.at

23.3. Collection and processing of data IST Austria processes such personal data which the Contractor (and, if

applicable, the subcontractors) provides IST Austria with as the supplier/contracting partner by giving information, for example within the framework of an inquiry or a registration or in order to conclude a contract. Data is processed for the purpose of communication with the Contractor or, respectively, to execute the contract. The initiation of business, the conclusion, the conduction, warranties as well as the reversed transaction form part of it.

The following personal data of concerned persons of the Contractor (or the subcontractor) ("data subject") are processed for this purpose: name and contact data of contact persons as well as documents produced and archived electronically (such as correspondence).

The legal basis of the data processing is the contract initiation and performance pursuant to art. 6 par. 1 (b) of the GDPR.

23.4. Data retention and transfer of personal data The data will be retained and stored in a personal form until the termination of the business relationship or until the expiry of the guarantee periods, warranty periods, periods of limitation and statutory retention periods applicable to IST Austria and, in addition, until the termination of any legal disputes within the framework of which the data is required as a proof; or until the expiry of the third year after the last contact to IST Austria.

The persons of IST Austria respectively responsible for the execution and the process shall have access to the announced personal data. Besides the respectively commissioning department, these persons are in any case the procurement department as well as the legal department.

Personal data will only be transferred or, respectively, transmitted to third parties by us if this is necessary for the purpose of the execution of the contract or for billing purposes or if the data subject has previously given its consent. The data subject shall at any time have the right to revoke a consent given with effect for the future.

If the processing of personal data is based on a consent, the stored personal data will be erased if the data subject revokes the consent to store it, if the data is no longer necessary in order to fulfil the purpose pursued by the storage or if the storage is or becomes inadmissible for any other legal grounds. Data for billing purposes and accounting purposes will not be affected by a request to erase data.

23.5. Rights of data subjects Pursuant to art. 15 of the GDPR, data subjects shall have the right to obtain information on their personal data stored at IST Austria at any time. Similarly, pursuant to art. 16 of the GDPR, they have the right to rectification concerning inaccurate or incomplete personal data, pursuant to art. 18 of the GDPR the right to restriction of processing or – except for a prescribed data processing in order to carry out business –, pursuant to art. 17 of the GDPR, the right to erasure of their personal data as well as, pursuant to art. 20 of the GDPR the right to data portability.

Pursuant to art. 21 of the GDPR, data subjects may change or revoke their consent to data processing at any time with effect for the future. Data subjects may for this purpose address the contact mentioned under point 23.2.

Furthermore, data subjects shall have the possibility to file a complaint to the data protection authority.

24. Confidentiality

The Contractor, its own staff as well as the staff of its subcontractors shall be obliged to treat any commercial and technical information which is not already accessible to the public and which becomes known to them due to the business relationships as a business secret and not to make it accessible to any third party. All employees, also the employees of the subcontractors of the Contractor, shall be obliged correspondingly.

25. Final Provisions

25.1. The Contractor shall not be entitled – without a prior written consent of IST Austria – to assign its existing claims vis-à-vis IST Austria to third parties or to have them collected by third parties (prohibition of assignment).

25.2. The nullity, inadmissibility or invalidity of individual provisions of these GTC as well as of the remaining contractual parts do not affect the validity of the remaining contractual provisions. In case of nullity, inadmissibility or invalidity of individual provisions of these GTC or of the remaining contractual parts, those agreements shall be deemed concluded that are legally valid and come closest to the purpose of the void, inadmissible or invalid provision. The same shall apply in case of a contractual lacuna.

25.3. The respectively valid version of these Terms and Conditions of Purchase and Payment can also be found on the internet under <http://ist.ac.at/de/agn> .

Klosterneuburg, June 14th 2018

ENCLOSURE:

Definition of "construction project"

Construction projects in accordance with point 17 of the GTC are orders with the following services as the main subject-matter of the contract:

1. Execution or the simultaneous execution and planning of construction work, namely:

preparatory site work (e.g. demolition work, earthmoving work); building construction and civil engineering (construction of buildings, long-distance transmission pipelines, etc.); roofer & carpenter work, road construction (incl. the construction of sports grounds, marking work); electrical installation; insulation work (heat, sound, etc.); plumber, heating, air-conditioning, ventilation, sanitation (HKLS) (plumbing & installation); building installation (lighting and equipment); stucco plasterer and plastering work; joinery and smithery (installation work, placing of wood floors); placing of floors, tiles and panels/paperhanger, room set-up (also: carpet floor); painter and decorator, glazier (interior and exterior); other construction trades (façade cleaning); conversions; maintenance and repair work; delivery and installation if important for functioning of the building & fixed connection with structure; planning services if they are awarded with execution services in a uniform process – "total contractor" (≠ general contractor: awards all services to subcontractor(s))

provided that these services form the main subject-matter of the contract.

or

2. The execution or simultaneous execution and planning of a structure, that is to say the result of building construction and civil engineering work as a whole, which is supposed to fulfil a commercial or technical function according to its nature.

In case of mixed contracts, the classification depends on the preponderance of the service part in terms of value; in case of doubt it is a construction project.