



UrbanGold
recycling for a green future

Status:

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General Terms and Conditions of Purchase of UrbanGold GmbH (AEB)

UrbanGold GmbH

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UID: ATU68395505

Steiermärkische Bank und Sparkassen AG
IBAN: AT93 2081 5000 0692 7172
BIC: STSPAT2GXXX

1. Scope of application and conclusion of contract

- 1.1. These terms and conditions of purchase shall apply to all deliveries and/or services provided by the contractor to UrbanGold GmbH as the client.
- 1.2. Other conditions, regardless of whether these conditions are contradicted or supplemented, shall not become part of the contract, even if the client does not expressly object to them. The execution of the order shall be deemed to be acceptance of these terms and conditions.
- 1.3. Orders and agreements shall only become binding as soon as they are requested and/or confirmed in writing by the client. Acceptance of orders shall be confirmed to the Client in writing immediately upon receipt.
- 1.4. Changes to the content of the contract must be notified in writing.
- 1.5. Subcontracting requires the prior consent of the Client in text form or electronic form.

2. Order processing

- 2.1. Only orders given in writing are binding.
- 2.2. Verbal agreements are only valid after written confirmation by the client.
- 2.3. Changes to the delivery item in construction and design can (if reasonable) be made for the contractor by the client. Consequences, in particular with regard to additional costs and the delivery date, are to be clarified by mutual agreement.
- 2.4. Unless otherwise agreed in writing, an order confirmation must be sent after acceptance of the order. This can be sent in the form of a copy of the Client's order with the Contractor's signature or by means of the Contractor's order confirmation. If this is not sent to the principal within 10 working days of the order, the principal is no longer bound by the order.
- 2.5. Changes by the contractor in the course of the order confirmation are only valid with the written consent of the client.
- 2.6. These terms and conditions shall also apply mutatis mutandis to the ordering of services.
- 2.7. The dates and quantities stated in the order are binding.

3. Prices and invoicing

- 3.1. The agreed prices of the order are binding and are fixed prices.
- 3.2. If the prices, the payment and delivery conditions as well as the delivery date are not specified, the conditions of the AEB shall apply.
- 3.3. If an "EXW" or "FCA" price has been agreed, the Client shall only pay the most favourable freight costs. All costs incurred until handover to the carrier, including loading and excluding cartage, shall be borne by the contractor. The agreement on the place of performance shall not be affected by the type of pricing.
- 3.4. Invoices must comply with the respective applicable legal requirements. The invoice must state the complete order number. Each invoice must also show the value added tax separately. Invoices must not be enclosed with the consignment, but must be submitted separately for each order immediately after delivery to the invoice address stated in the order. In the event of non-compliance with these obligations, the invoice cannot be processed and shall be deemed not to have been received.
- 3.5. In addition to all legal details, the invoice must contain our order number and the order date.
- 3.6. The invoice is to be sent by e-mail to office@urbangold.at or by post to UrbanGold GmbH, Peter-Tunner-Strasse 4, 8700 Leoben, Austria.
- 3.7. If, in exceptional cases, the prices are not agreed in advance, they shall be stated bindingly in the order confirmation. The client has the right to object to the price and/or to withdraw from the contract.
- 3.8. Unless otherwise agreed, the Client shall be entitled to pay either two (2) weeks after delivery and receipt of the invoice with a three percent discount or on the 28th (twenty-eighth) of the month following delivery and receipt of the invoice without discount.
- 3.9. Any assignment of claims against the Client shall require the Client's prior consent in text form or electronic form.
- 3.10. The Contractor shall only have the right of retention or set-off to the extent that claims are undisputed or have been finally determined by a court of law.
- 3.11. Payment periods shall commence upon delivery of the goods at the place of receipt (shipping address) or acceptance of the work performance, but not before receipt of a proper and verifiable invoice at the invoice address stated in the order.
- 3.12. Payments shall be made subject to the correctness of the invoices and the contractual compliance of the delivery.
- 3.13. The customer is entitled to set off claims due and not due, including future claims, to which UrbanGold GmbH is entitled against the contractor.
- 3.14. Any kind of retention of title, in particular an extended or expanded retention of title, is excluded, unless the Client has expressly confirmed otherwise in its order with reference to these Terms and Conditions of Purchase.
- 3.15. In the event of delay, a contractual penalty of 0.5% of the order sum per day of delay, but no more than 10% of the order sum, is agreed.

4. Place of performance and delivery date

- 4.1. The place of performance for the delivery is the delivery address agreed with the client.
- 4.2. Unless otherwise agreed, no partial deliveries shall be accepted. The fixed delivery dates are binding. If the contractor notices that he cannot meet a delivery date, he must report this to the client immediately.
- 4.3. Partial deliveries and/or deliveries before the agreed date require the express prior consent of the client in text form or electronic form. The Contractor shall bear the additional costs arising from partial delivery and/or advance delivery, such as freight, etc., unless these deliveries have been expressly requested by the Client and the Client has not expressly agreed to bear these costs.
- 4.4. The agreed delivery dates are binding. If the contractor realises that he will not be able to meet a delivery date, he must inform the client immediately in writing in order to enable the client to make other arrangements. If the contractor is in default with his delivery, the principal shall be entitled, after expiry of a reasonable period set by him, to demand, at his option, delivery and damages due to delayed delivery or, instead of performance, damages due to non-performance and to withdraw from the contract. If the contractor is responsible for exceeding the delivery time or defective performance, he shall pay a contractual penalty if and insofar as this was stipulated in the principal's order letter. The unconditional acceptance of the delayed delivery shall not constitute a waiver of the claims to which the Principal is entitled as a result of the delay.
- 4.5. The Contractor's obligation to deliver in accordance with the contract shall remain unaffected by the payment of any contractual penalties. The Client reserves the right to assert claims beyond this.

5. Transport, shipping - transfer of risk

- 5.1. Unless otherwise specifically agreed, the freight and delivery options are to be expressly agreed with the client.
- 5.2. Insofar as these terms and conditions do not comprehensively regulate the legal relationship between the parties, the statutory provisions shall apply.
- 5.3. The ICC Incoterms in the version applicable at the time of conclusion of the contract shall apply to the interpretation of the trade terms.
- 5.4. The dispatch notification (delivery notes, delivery notifications, packing slips, colli lists) must be sent to the principal at least 2 days before each individual consignment. The consignment itself must be accompanied by a packing slip, the delivery note stating the order number of the principal and the article number. In the case of cross-border consignments, at least two invoices as customs documents and certificates of origin must be enclosed with the freight documents. All consignments which cannot be accepted due to non-compliance with our shipping, customs clearance or documentation regulations shall be stored at the expense and risk of the contractor. The contractor shall take out transport insurance.
- 5.5. In the case of delivery on call or in the case of intermediate storage at the request of the client, proper storage must be ensured. Invoice, delivery note and dispatch note shall be sent to the principal in proper form.
- 5.6. The contractor shall be liable for the consequences of incorrect consignment note declarations. The dispatch note must be submitted immediately upon departure of each individual consignment. If the designated place of receipt, department, order number, subject note or issue note are missing from the shipping documents, all costs incurred as a result shall be borne by the contractor.
- 5.7. The contractor shall take out transport insurance to cover its interests. In addition, the contractor shall take out a liability insurance policy customary in the industry at its own expense for damage caused by it, its personnel or commissioned third parties through the delivery of the goods. Both insurance policies are to be shown to the client upon request. Any further claims for damages to which the Client may be entitled in excess of the sum insured shall remain unaffected.
- 5.8. The date of the order, the order number and the article, order, drawing and part number of the ordering party, as well as the quantity, unit, customs tariff number and country of origin must be clearly and legibly stated on all delivery documents and invoices.

6. Export control

- 6.1. The Contractor shall be obliged to actively and fully inform the Client with the order confirmation of any goods-related licensing obligations and export restrictions of its goods in accordance with Austrian, European and US American export regulations and shall be liable for fees, customs duties and penalties in addition to damages and expenses in the event of a violation.
- 6.2. Should preferential proofs prove to be insufficiently meaningful or faulty and the principal therefore or for other reasons be obliged by the customs authorities to submit an information sheet or comparable documents instead, there shall be an obligation on request to provide the principal without delay with error-free, complete and customs-certified information sheets or comparable documents on the origin of the goods instead.
- 6.3. The Contractor warrants that the personnel employed for the production, storage, processing, loading, transport and acceptance of such goods are reliable and that it has checked them against the currently valid EU sanctions lists. The Contractor further warrants that all business partners acting on its behalf have been informed that they must also take measures to secure the above-mentioned supply chain. The Contractor agrees that its data will be checked against the currently valid EU sanctions lists.
- 6.4. If the Client or its customers are subsequently charged by a customs authority due to their own incorrect proof of origin or if the Client or its customers suffer any other pecuniary loss as a result and the error is based on an incorrect declaration of origin by the Contractor, the Contractor shall be liable for this.

7. Packaging and storage

- 7.1. 7.1. The goods are to be packaged in a manner customary in the trade, expedient, suitable for transport and in perfect condition, unless otherwise agreed. The packaging should be chosen in such a way that the goods can be easily manipulated on acceptance. Any damage caused by improper packaging shall be borne by the contractor.
- 7.2. 7.2. Goods are to be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary. The contractor shall take back the packaging in accordance with statutory provisions.

8. Documentation, testimonials and certificates

- 8.1. If the contractor is domiciled in the EU, he must document the country of origin of the goods to the client by means of a long-term supplier's declaration, a contractor not domiciled in the EU by means of a proof of preference or a certificate of origin, and transmit this to the client. Furthermore, this should be stated on the invoice. Any change in the origin of the goods shall be notified to the principal without delay and without being requested to do so. The documentation, certificates and attestations are to be sent to: office@urbangold.at.

9. Drawings, execution documents, tools

- 9.1. Drawings and other documents, devices, models, tools and other means of production provided to the contractor shall remain the property of the client. Tools and other means of production paid for by the Client shall be transferred to the Client. The aforementioned items may not be scrapped, reproduced or made available to third parties, e.g. for the purpose of production, without the prior consent of the Principal in text form or electronic form. They may not be used for purposes other than those contractually agreed, e.g. delivery to third parties.
- 9.2. The aforementioned items shall be carefully stored by the contractor at the contractor's expense for the client during the performance of the contract. Care, maintenance and partial renewal shall be governed by the respective agreements concluded between the Client and the Contractor. The Client reserves all rights to drawings or products manufactured according to the Client's specifications as well as to processes developed by and for the Client.
- 9.3. If software is part of the delivery, the Client shall have the right to use and exploit it for its own purposes. In addition, the Client shall be entitled to make a backup copy even without an express agreement with the Contractor.

10. Requirements for the delivery item/ IP

- 10.1. The contractor should be certified according to EN ISO 9001. If the contractor has no corresponding certification by an accredited certification body, it is agreed that he must apply the provisions of EN ISO 9001. All applicable standards, e.g. DIN, EN shall be complied with. The essential health and safety requirements for the design and construction of machinery in accordance with the applicable EC Machinery Directives must be complied with.
- 10.2. The standards applicable to the delivery shall be complied with and a documented quality assurance suitable in terms of type and scope shall be ensured and the quality inspection shall be carried out. If deviations from the manufacturing specification or the applicable standards are necessary in individual cases, the contractor must obtain the prior consent of the client in text form or electronic form. However, such consent shall not release the contractor from its contractual and statutory obligations.
- 10.3. The Client shall be entitled to check compliance with the respective necessary standards and quality requirements himself or through third parties commissioned by the Client after giving notice.
- 10.4. The contractor shall transfer ownership to the principal of all documents (including technical documents) required for the delivery (including those of subcontractors). The contractor grants the customer the right to carry out (have carried out) repairs and modifications to the delivery item as well as to manufacture spare parts itself or through third parties. The contractor grants the customer the non-exclusive, transferable, irrevocable right to use the delivery item for all purposes, unlimited in terms of content, time and space. These purposes include, but are not limited to, the right to reproduce, process and distribute. In the case of delivery items produced individually for the Client, the Contractor shall also grant the exclusive right of use and exploitation.
- 10.5. The Contractor must deliver delivery items to the Client as spare parts at reasonable market prices for at least ten (10) years.

11. Liability for defects

11.1. Material defects

- 11.2. The Contractor warrants that all deliveries comply with the state of the art, all relevant legal provisions and regulations and guidelines of authorities, professional associations and trade associations and - insofar as handed over - the requirements in the drawings and specifications of the Client. If deviations are necessary in individual cases, the contractor must obtain the prior consent of the client in text form or electronic form. Such consent shall not release the Contractor from its contractual obligations. The Contractor's liability also extends to parts manufactured and/or supplied by subcontractors.
- 11.3. The contractor undertakes to use environmentally friendly products and processes for its deliveries and for subcontracted or ancillary services of third parties within the scope of economic and technical possibilities. The contractor shall be liable for the environmental compatibility of the products and packaging materials supplied and for any damage caused by the breach of its statutory disposal obligations. At the request of the Client, the Contractor shall issue a certificate of quality for the delivered goods.
- 11.4. The client shall, insofar as is feasible in the ordinary course of business, inspect the goods upon receipt for identity, completeness and externally visible damage, in particular transport damage, and shall give notice of such damage without delay. Insofar as acceptance has been agreed, there shall be no obligation to inspect.
- 11.5. If the deliveries are defective, the Contractor shall remedy the defect immediately at its own expense, including all ancillary costs, which shall also include any costs incurred for dismantling and installation, at the discretion of the Client by remedying the defect or by delivering a defect-free item. In addition, the client shall be entitled to the further statutory rights in the event of defects.
- 11.6. If the Contractor fails to comply with its obligation of subsequent performance within a reasonable period set by the Client, the Client may remedy the defect itself or have it remedied by third parties at the expense and risk of the Contractor, without prejudice to its other liability for defects.
- 11.7. In urgent cases to avert acute dangers or avoid serious damage, if subsequent performance by the Contractor cannot be waited for, the Client may, without prejudice to its statutory rights in respect of defects, otherwise carry out the measures necessary for subsequent performance itself or have them carried out by third parties at the expense and risk of the Contractor. In the interest of undisturbed production, the Client or a third party may remedy minor defects themselves or have them remedied without prior consultation with the Contractor and charge the expenses to the Contractor without this affecting the Contractor's liability for defects.
- 11.8. If the Contractor has assumed a guarantee for the quality or durability of the delivery item, the Client may also assert claims under the guarantee in addition to its rights in respect of defects.
- 11.9. Legal defects
- 11.10. The Supplier warrants that its deliveries or the use of its deliveries do not infringe the industrial property rights of third parties, in particular patents, utility models, trademarks, copyrights and competition rights, business and trade secrets. If the use of the Supplies leads to an infringement of third parties' industrial property rights, the Supplier shall, at its option, either procure for the Purchaser or its customers the right to continue using the Supplies or modify the Supplies in a manner acceptable to the Purchaser in such a way that the infringement of the industrial property rights ceases to exist without affecting the originally agreed quality, performance or performance guarantees. In addition, it shall indemnify the Principal and its customers, to the extent permissible, against all claims of third parties and bear their legal costs. Claims arising from defects of title shall not become statute-barred as long as the third party can still assert the right against the Principal.
- 11.11. Unless otherwise agreed, the limitation period for claims for defects shall be twenty-four (24) months after acceptance of the Supplies by the Purchaser or handover by the Contractor to the third party designated by the Purchaser, unless the law provides for a longer limitation period. For deliveries that are completely or partially redelivered, replaced or repaired, the limitation period shall start new from the date of redelivery or repair.

12. Product liability

- 12.1. Insofar as the Contractor is responsible for damage under the Product Liability Act, it shall be obliged to indemnify the Client against any claims for damages by third parties upon first written request. This shall also apply if joint and several liability exists between the Client and the Contractor vis-à-vis the injured third party in accordance with the Product Liability Act.
- 12.2. In addition, the Client shall be entitled to reimbursement of all costs and expenses incurred by it in this context, in particular due to recall actions initiated by it. The Client shall inform the Contractor, as far as possible and reasonable, about the type and scope of recall actions.

12.3. Paragraphs 12.1 - 12.2 shall apply accordingly insofar as product defects are attributable to deliveries from the Contractor's upstream suppliers or subcontractors.

12.4. Further legal claims remain unaffected.

13. Warranty and compensation

13.1. Exclusions of liability on the part of our contractual partners, in particular under the title of warranty or compensation for damages, are not accepted unless these have been expressly negotiated in detail with the client. In the event of a defect, the client is free to choose between replacement, repair or price reduction. If the Client insists on repair or replacement, the Client shall be entitled to retain the entire remuneration until complete fulfilment of the service and/or delivery owed.

14. Confidentiality and industrial property rights

14.1. All information made available in connection with and in the course of the cooperation by or through the Client or its affiliated companies directly, or indirectly through its affiliated companies, appointed representatives, consultants or cooperation partners, including but not limited to end-customer-specific information and names, specifications, calculations, layouts, drawings, project designations, technical, commercial and/or business information, contents and objectives as well as all data and documents etc., irrespective of the form or type, e.g. in written form, on data carriers, electronically, verbally or otherwise, shall only be used for the purpose of initiating or implementing the contract. Irrespective of the form or type in which they have been transmitted, e.g. in written form, on data carriers, in electronic form, orally or in any other way, are to be used only for the purpose of initiating or executing the contract, are to be treated as strictly confidential and may only be passed on to third parties with the express prior consent of the Client. The contractor as recipient of the confidential information shall not be entitled to object to novelty damage or a right of prior use in any property right application proceedings subsequently initiated by the disclosing party with respect to the confidential information in question. This obligation shall exist for a period of ten (10) years from the initiation of the contract.

14.2. Confidential information shall not include information which can be proven to have been lawfully known to the contractor prior to disclosure without an obligation to maintain secrecy; has been communicated or made accessible by an authorised third party without an obligation to maintain secrecy, provided that the third party is not itself in breach of an obligation to maintain secrecy at the time the information is handed over; is or becomes publicly known, evident or generally accessible or state of the art without the contractor being responsible for this or is known in advance from its own activities. The confidentiality obligation shall further not apply to the extent that confidential information is required to be disclosed by the Contractor pursuant to an order of a competent court or administrative or governmental authority, provided that the Contractor promptly notifies the Client in writing of any such order, thereby giving the Client the opportunity to contest the need for disclosure or to apply for an appropriate confidentiality order or other court order - always provided that the respective proceedings permit the aforementioned notification of the Contractor.

14.3. The contractor is obliged to disclose only such confidential information as is necessary for the initiation or execution of the contract only to employees who must be involved in the processing of the project. All employees who have access to the aforementioned information shall be obliged to maintain confidentiality in writing in accordance with this agreement, excluding the disclosure of the confidential information, to the extent permissible also beyond the termination of the respective employment relationship. This also applies to subcontractors to the extent that the disclosure of confidential information is necessary for them to be able to prepare an offer for the purpose of the contract. The contractor shall provide written evidence of this upon request. Affiliated companies of the contractor shall not be considered third parties insofar as they work on the purpose of the contract and insofar as confidentiality obligations corresponding to the present confidentiality agreement have been imposed on them, unless they are in competition with the client. The Contractor undertakes to inform the Client without delay as soon as it becomes aware of a breach of this confidentiality agreement. In the event of a breach, the Contractor shall be fully liable.

14.4. Upon request by the Principal or after termination of the cooperation under the contract, the Contractor shall be obliged to return all confidential information to the Principal in full without delay, at the Principal's discretion, and to destroy all documents, copies, files, etc. created on the basis of the confidential information. This does not apply to routinely made backup copies of electronic data traffic if this would only be possible with disproportionate effort. The contractor must confirm the return or destruction of the confidential information in writing within fourteen (14) days after receipt of the client's request or termination of the cooperation. The Contractor is permitted to retain a copy of Confidential Information for the sole purpose of keeping records and is obliged to keep it secret and under lock and key even beyond the period referred to in Clause 14.1.

14.5. In addition to the Client's right to claim damages, if any, and the right to demand performance of this confidentiality agreement, the Client shall be free to seek interim relief from the competent court, irrespective of any other rights under this confidentiality agreement. In the event of unauthorised disclosure of confidential information to third parties, the Contractor shall assign its claims to the Client if the Contractor does not take appropriate action against the third party for the benefit of the Client.

14.6. All industrial property rights to drawings and other documents of the Client shall remain with the Client and may not be exploited or made accessible to third parties without the Client's prior written consent. The same applies to other technical details arising from the order or disclosed in other correspondence or negotiations. No provision of these terms and conditions may be interpreted as if the contractor establishes rights of any kind to industrial property rights of the client.

14.7. The contractor already acknowledges these obligations by entering into the contract negotiations, irrespective of whether a contract is concluded.

15. Suspension

15.1. The Contractor agrees to temporarily suspend (in whole or in part) the performance of the scope of delivery at the request of the Client. The contractor can only demand additional costs if the suspension lasts longer than six (6) months. In this respect, additional costs shall only be payable from the seventh (7th) month. The contractor is only entitled to reimbursement of reasonable, exclusively direct additional costs (not, however, lost profit or similar) which have been caused exclusively by the suspension. The Contractor shall provide evidence of the reimbursable additional costs to the Client no later than four (4) weeks after termination of the suspension. The contractor is obliged to keep the costs resulting from the suspension as low as possible and to continue the delivery immediately after the suspension has ended.

16. Rule conformity

- 16.1. The Contractor shall ensure that the employees deployed by it or its subcontractors or personnel service providers to perform contracts with the Client receive the statutory minimum wage in accordance with the German Minimum Wage Act or at least the minimum hourly wage on the basis of the statutory ordinance issued pursuant to Section 3 AÜG or, if the services to be rendered fall within the scope of application of the AEntG, the respective prescribed industry minimum wage.
- 16.2. It shall also ensure that compulsory obligations to pay contributions to social insurance institutions, employers' liability insurance associations and other institutions, such as the joint institutions of the parties to the collective agreement, are fulfilled.
- 16.3. When selecting subcontractors or personnel service providers, the Contractor shall check the fulfilment of the preconditions pursuant to Clause 16.1 and oblige them to comply with them in writing. In addition, the Contractor shall obtain written confirmation from the subcontractors or personnel service providers that they will require compliance with the requirements by the subcontractors or personnel service providers commissioned by them.
- 16.4. In the event that the Client has been justifiably claimed by an employee of the Contractor or by an employee of a subcontractor used, irrespective of the degree, or by a personnel service provider like a guarantor for payment of the statutory minimum wage or industry minimum wage of the collective bargaining parties for payment of contributions, the Contractor shall indemnify the Client against these claims.
- 16.5. The Client shall be entitled to terminate the contract with the Contractor without observing a notice period if the Client is justifiably held liable as a guarantor under the MiLoG or AEntG.
- 16.6. In addition, the Contractor shall be liable to the Client for any damage incurred by the Client as a result of culpable non-compliance with the obligations under Clause 16.1 and Clause 16.2.
- 16.7. Illegal employment of any kind is to be refrained from.
- 16.8. The Contractor warrants that its deliveries comply with the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the Contractor warrants that the substances contained in the products delivered by it have been registered to the extent required under the provisions of the REACH Regulation and that safety sheets in accordance with the provisions of the REACH Regulation or the information required under Article 32 of the REACH Regulation are made available to us. Insofar as the Contractor supplies articles within the meaning of Article 3 of the REACH Regulation, it shall in particular also be responsible for fulfilling its obligation to pass on sufficient information in accordance with Article 33 of the REACH Regulation.

17. Withdrawal in the event of force majeure

- 17.1. The contractor is not obliged to accept delivery of the ordered goods or services if they can no longer be used as intended due to force majeure.

18. Compliance

- 18.1. The Contractor shall comply in all respects with the laws and regulations of the applicable jurisdiction, including, but not limited to, those relating to antitrust, anti-corruption, data protection and export control.
- 18.2. The Contractor declares that it is familiar with and complies with the Client's Code of Conduct, the latest version of which is also available on the website www.urbangold.at. The Contractor shall take all reasonable measures to this end and shall consult with the Client in the event of problems and clarifications. The Contractor shall take all reasonable measures to this end and shall consult with the Client in the event of problems and ambiguities. The Contractor shall commit its subcontractors in writing in a comparable manner and submit this to the Client upon request.
- 18.3. If there is a suspicion that the Client's compliance principles and requirements are not being observed, the Client reserves the right to request information about the relevant facts and, if necessary, to conduct its own investigations, which shall be supported by the Contractor. If the Contractor breaches any of the obligations set out in this Clause 18 or in the event of a claim being made against the Client, the Client shall be entitled, without prejudice to further claims, to claim damages, to terminate or withdraw from the contract and the Contractor shall indemnify the Client against all claims.

19. Limitation

- 19.1. Claims against the Client based on or in connection with the Client's order shall become statute-barred two (2) years after the date of receipt of the delivery and the invoice. If the date of receipt of the delivery and the date of receipt of the invoice differ, the earlier date shall be decisive.

20. Severability clause

- 20.1. Should individual parts of this contract or these General Terms and Conditions of Purchase be or become invalid, unenforceable or void, the remaining provisions of the contract and the General Terms and Conditions of Purchase shall remain in force. The invalid or void provisions shall be replaced by economically equivalent, valid provisions. The same shall apply in the event of a loophole.

21. Choice of law

- 21.1. Austrian substantive law shall apply to this contract, the applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

22. Place of jurisdiction

- 22.1. The court with subject-matter jurisdiction at the registered office of our company shall have local jurisdiction to decide on all disputes arising from this contract. However, we shall also have the right to take legal action at the general place of jurisdiction of the contractual partner.