

gwt

Gesellschaft für Wasser- und Wärmetechnik GmbH
Hirtenbergerstraße 1
2544 LEOBERSDORF
ÖSTERREICH

1. General Provisions:

1. 1 Unless otherwise specified in the order, the following General Purchasing Conditions (GPC) shall govern any and all business relations by and through which GWT Gesellschaft für Wasser- und Wärmetechnik GmbH (hereinafter in short GWT) purchases services.
1. 2 General terms and conditions of the contractor („Contractor“) that are not expressly recognized in writing shall not be binding, regardless of whether the Contractor refers to them and they are not expressly objected to. GWT's General Purchasing Conditions shall be considered to be accepted at the latest when the order has been fulfilled by the Contractor. All correspondence related to the order shall carry the respective order number. If no such number is stated, the communication shall – in case of doubt – be deemed not to have been received. In the event of discrepancies between any parts of the contract concluded between the Contractor and GWT, the following priority ranking shall prevail:
 - the order letter (sent by regular letter mail, fax message or e-mail)
 - the enclosures referred to in the order letter, in particular the negotiation records, including the enclosures stated therein
 - these General Purchasing Conditions (GPC)
1. 3 If the priority ranking does not provide clarity, issues regarding the scope of performance shall be governed by the principle of the best possible fitness of the goods and services for the purpose. In any case of ambiguity concerning the performance of the contract, the Contractor shall immediately inform GWT and seek a possible solution jointly with GWT.

2. Placement of order:

Unless the Contractor objects to an order awarded by us in written form and within a period of eight days maximum, such order shall be deemed to have been accepted.

3. Pricing basis:

The agreed prices are fixed prices excluding VAT, delivered and unloaded at the place of performance, which shall, inter alia, include – unless otherwise expressly agreed upon – packing and shipping costs, costs for documentation, technical inspection, painting, corrosion protection, marking, signing, etc. as well as any and all taxes (excluding VAT), custom fees and duties associated with the goods and services provided by the Contractor. Any addition or extension to the order and any order of spare and wear parts shall be governed by the terms applying to the main order.

4. Transfer of risks / cash on delivery (COD)

Any risk shall only be transferred to us upon delivery and acceptance of the goods either at our premises or at the respective place of fulfilment. Until then, the full risk shall lie with the Contractor. The place of fulfilment shall be the place of receipt of the goods as identified in the order documents. With the exception of an order that expressly contains such condition, the Contractor shall not be entitled to make deliveries COD. We shall be entitled to refuse COD deliveries and consider them as improper performance. The title shall be passed to GWT at the same time as the risk is transferred.

5. Payment terms and conditions:

Payment shall be effected subject to completion of incoming inspection (10 days after delivery at the latest) and compliance with the requirements for payment, in particular after proper and due delivery of documentation at the choice of GWT, either within 60 days with a discount of 2 percent or within 90 days net without discount. Payment of the invoice shall not constitute acceptance of the goods or services as being free of any possible defects and shall hence not be deemed as a waiver concerning any claims on our part, resulting from a legal or commercial warranty nor as a waiver for any kind of damages. Partial payments effected beyond the discount period shall not infringe the right for discount deductions in other parts of the payment that are effected within the discount period. The assignment of amounts receivable by suppliers shall only be admissible upon the express written permission of GWT to do so.

6. Right of withdrawal:

6. 1 In the event of violations of obligations on the part of the Contractor and after unsuccessfully setting the latter a reasonable period of grace (14 days, as a rule) GWT shall be entitled to withdraw from the contract, either in full or in part.
6. 2 GWT shall be entitled to withdraw from the contract in full or in part even without granting a period of grace, provided that:
 - the Contractor has in fact been given a reasonable period of grace after receipt of a dunning letter by GWT even without any explicit setting thereof;
 - GWT has reasons to assume already before the relevant contract date/period that the Contractor is or will not be able or willing to fulfil material parts of his/her contractual obligations in due time;
 - one or more attempts to perform the contract have already failed;
 - changes occur in the ownership structure (including indirect ownership) of the Contractor; and/or
 - the Contractor fails to meet the obligation to provide data on its credit standing as set out below.
6. 3 Dereliction of duty as set out above shall include, inter alia, defaulting or the risk of defaulting in respect of intermediate or final deadlines or also a defective performance that endangers GWT's performance vis-à-vis its own contractual partners, even if no contractual penalty has been foreseen for such case.
6. 4 Notwithstanding a possible withdrawal, GWT shall be entitled to perform such not or not sufficiently performed services or deliveries on their own (self-remedy) or to have them performed by (a) third party/parties (remedy by third party/parties) at the cost of the Contractor. The costs and/or expenses incurred in this context shall either be directly invoiced by GWT with a payment period of 14 days being deemed agreed upon, or shall be deducted from GWT's next payment to the Contractor.

6. 5 In the event of a withdrawal, the Contractor shall be obliged to pay back to GWT any amounts already paid for deliveries and services that have not been performed in accordance with the contract, including financing costs incurred to GWT in this context. If exercising this right of self-remedy or remedy by third party/parties requires access to equipment or material, etc. located at the Contractor's or his sub-supplier's premises, the Contractor shall be obliged to hand out such equipment or material, etc. to GWT.
6. 6 If exercising the right of self-remedy or remedy by third party/parties requires access to property rights, documentation (such as, for instance, workshop drawings, calculations) or other information, the Contractor shall be obliged to ensure that that GWT will be granted the required rights, documentations or information.
6. 7 In the event of withdrawal from the contract, GWT or the final customer shall be entitled to the use of the ordered good(s) free of costs until acceptance of a substitute solution.

7. Creditworthiness of the Contractor

In the event that any insolvency proceedings are threatened or instituted against the Contractor or its suppliers or in case of changes in the Contractor's ownership structures, the Contractor has to immediately provide GWT with comprehensive information thereof. In the event that insolvency proceedings have been initiated against the Contractor, or in case of changes in the Contractor's ownership structures, GWT shall be entitled to immediately dispose of the goods and/or services stored with the Contractor or its sub-suppliers and/or to immediately withdraw from the contract in whole or in part. GWT shall be entitled to this said right also in the event that either of the parties has not yet completed/fulfilled the order either in its entirety or in parts, as long as the Contractor's obligation for legal or commercial warranty is still valid.

8. Cancellation

8. 1 For as long as GWT has not received a written order confirmation, GWT shall be entitled at any time to cancel the order without consequences.
8. 2 GWT shall be entitled to withdraw from the contract at any time, be it in full or in parts, also without any fault on the part of the Contractor. In such a case, GWT shall be obliged to pay to the Contractor the contractually agreed price pro rata to the goods and services already handed over at this point and, in addition, to reimburse the Contractor for any evidenced direct costs of deliveries and services that are in the process of being performed and rendered and/or for the cancellation costs of any sub-orders already placed. Upon declaration of withdrawal by GWT, the Contractor shall be obliged to make every effort to keep the costs to be reimbursed by GWT as low as possible.

9. Suspension:

GWT shall be entitled at any time to request that the Contractor suspend its further performance of the order. In such case, the Contractor shall have to explain in detail the consequences emerging from such measure and to propose a change of the project schedule that will be the best possible economic solution in view of the particular project in question. Suspensions of less than 3 months shall not represent a basis for claims on the part of the Contractor. After termination of a suspension by GWT, the Contractor shall be obliged to immediately continue with the performance of the order.

10. Subcontracting

10. 1 The Contractor shall be obliged to inform GWT in due time of any intended subcontracting and shall furthermore be obliged to obtain GWT's written approval of any such subcontracting prior to corresponding order placement with such subcontractor. The Contractor shall provide GWT with a copy of the respective order upon the latter's request. In the event of violation of this obligation, the Contractor shall be obliged to indemnify GWT for any and all consequences resulting from such violation, which may particularly result in context with the following criteria:
- quality
 - technical cross-standardization
 - scheduling risk
 - counter trade interests
 - subcontractor stipulations by the end consumer
 - customs stamp, customs transit, import and transport
10. 2 In the event of any subcontracting not authorized by GWT, GWT shall be entitled, notwithstanding any further claims, to withdraw from the contract in full or in part.
10. 3 Upon GWT's acceptance of and consent to a subcontract, the Contractor's obligations shall not be reduced. Also in case of any subcontracting, the Contractor shall remain fully responsible vis-à-vis GWT for performing the entire contract. The Contractor shall be liable for any action omission on the part of the subcontractor(s) as for its own actions and omissions.

11. Deliveries and shipping

- 11.1 Except when otherwise agreed, deliveries shall be made to the premises of GWT's headquarters. Deliveries in excess of the agreed quantities shall not be accepted, but shall be returned to the Contractor postage not prepaid. GWT reserves the right to accept deliveries below the agreed quantities. Where packaging is delivered postage not prepaid, GWT reserves the right to return the packaging postage not prepaid.
- 11.2 Shipping has to be effected in accordance with the instructions given by GWT. Upon shipping, GWT shall in due time transmit two copies of the shipping notice, while a further copy has to be sent in such due time to the shipping address as to make sure that any preparations required for the receipt of the delivery can be carried out in a timely manner. Packing has to be made diligently and taking into account any possible transport risks. Packing notes, labels, tags and the like are to be used to guarantee easy and accurate identification of the goods supplied and to provide for proper determination of the shipped quantity. All the shipping documents must contain the order number, the order date, the quantity, the technical designation as well as any other references and information required.
- In case of time-critical shipments, agreement has to be sought with GWT prior to taking special transport measures (such as, e.g., air freight or express services) otherwise such costs shall be borne by the Contractor. The Contractor must provide valid evidence of preference (such as, e.g., movement certificate, certificate of origin, etc.). Special conditions set by GWT in accordance with the order are to be met by the Contractor. Unless there are any provisions to the opposite, it shall not be permitted to make any statements as to the value of the goods in the accompanying shipping papers. The costs for transport insurance shall only be borne by GWT if this is expressly agreed upon. In the event of non-fulfilment of any of the provisions regarding shipping, packing, customs procedures and/or documentation, any and all of the risks, damages and costs resulting therefrom shall be borne by the Contractor and the due date for the payment of the relevant invoice shall accordingly be postponed until the fulfilment of the contract and/or the submission of the missing documentation. Special product stipulations, such as, e.g., the ones for products

falling under the stipulations for hazardous goods, shall be classified, packed and labelled in accordance with the valid provisions; the legally required ÖNORM (Austrian Standards) safety data sheets shall be attached accordingly.

12. Inspections

12. 1 It shall not be incumbent upon GWT to check delivered goods and complain about any defects that may be detected. However, the Contractor shall grant GWT and its authorized persons/bodies the right to inspect, at any time, the activities associated with the performance of the order. This shall include the inspection of designs, manufacturing in terms of quality, and matching of the packing lists with the contents, dispatch checks, etc. For this purpose, the Contractor shall grant GWT and its authorized persons/bodies access to the corresponding workshops and documentation at the Contractor's premises and those of its (sub)contractors, and the Contractor shall keep GWT informed on the actual progress of the work and to promptly inform GWT of any foreseeable delays.
12. 2 Before the testing team carries out its technical inspection, the Contractor shall be obliged to carry out a full-scale test and to submit the detailed test results (test report, measuring protocols, etc.) for the final inspection and, upon being requested by GWT, to participate in such final inspection. For performing the test, the Contractor, at its cost, shall provide auxiliary services, materials, workers, interpreters, energy, suitable testing equipment, testing means, skilled and unskilled workers, e.g. for restacking, opening/closing of crates, etc. so that the testing can be carried out properly and effectively.
12. 3 If GWT should find the quality to be deficient or there is a delay in the time schedule, GWT shall be entitled to constantly monitor the Contractor's activities on the manufacturing site at the Contractor's cost until the deficiency has been remedied or the delay made good. GWT shall inform the Contractor of such monitoring in good time. The Contractor shall be obliged to prepare the systems and/or system components, etc. ready for inspection in such a way that they are easily accessible from all sides, secured against accidents and, unless otherwise agreed, unpainted and provisionally assembled.
12. 4 If GWT carries out a test or waives its right to carry out tests this shall not release the Contractor from its obligations and neither shall it, in particular, constitute a waiver on the part of GWT of any of its rights such as e.g. penalties, damages, claims under legal or commercial warranty, even when no relevant proviso exists. Any defects detected in the course of such testing shall be promptly remedied by the Contractor at its own cost.

13. Warranty / compensation

13. 1 Apart from the explicitly specified and/or agreed characteristics of the goods or services delivered, the Contractor also guarantees their completeness, their execution in accordance with the order, in particular the delivery of immaculate material, effective construction and design and flawless functioning, and also guarantees that the goods and services delivered by the Contractor are suited for the respective needs of the project in question. The goods or services delivered shall have the guaranteed characteristics and shall comply with the accepted rules of engineering, the appropriate standards and the applicable regulations issued by government authorities and trade associations, in particular with regard to safety. This warranty period shall run for 36 months after successful trial operation and take-over by the final customer, however not longer than 48 months from complete fulfilment of the contract according to order. For steel constructions and corrosion protection the warranty period shall end 60 months after take-over by the final customer. Any defect with regard to which a complaint was filed during the warranty period, including the lack of guaranteed characteristics, shall, upon request, be remedied by the Contractor promptly and free of charge (including material and labor costs and including ancillary costs such as freight, packaging, etc.) at the place of installation to the extent required and ineluctably for operational considerations (including all ancillary costs such as transfer, accommodation, expenses, etc.

13. 2 If the Contractor fails to remedy such defect within a reasonable period, GWT shall be entitled to remedy it or have it remedied upon prior notification and at the Contractor's expense. In an urgent case, GWT shall be entitled to remedy the defect itself without prior notification in order to ensure its uninterrupted operation and to charge the expenditure to the Contractor without affecting the warranty period. In case of a replacement delivery or repair carried out by the Contractor, the warranty period shall commence again.
13. 3 The Contractor shall be liable for any and all damages, in particular for consequential damages, which result from defects that occurred during the warranty period.
13. 4 The Contractor shall also be liable for hidden defects, which become apparent only after expiry of the warranty period. In such case, the burden of proof that the defect did not exist upon handing-over shall be on the Contractor.
13. 5 If any defect whatsoever occurs, GWT shall be entitled to retain the entire unpaid purchase price or compensation for the work until it has been fully remedied.
13. 6 If the Contractor assigns personnel to GWT, the Contractor shall be fully liable for all damages caused by this personnel to GWT or third parties. The liability shall not be affected by the question of which of the parties selected the personnel.
13. 7 Exclusions or limitations of liability on the part of the Contractor and obligations to transfer exclusions of liability to customers are not agreed upon. In the event that goods delivered show defects within the meaning of the (Austrian) Product Liability Act and claims are filed against GWT in this context, the Contractor shall indemnify GWT to the full extent and hold it harmless in this respect. The Contractor shall be obliged to provide a complete but easily understandable user manual, to keep and store any and all necessary documents/records and to carry out precise product monitoring.
13. 8 An inspection obligation on the part of GWT regarding goods or services delivered by the Contractor prior to their commissioning or use shall be excluded. The Contractor shall waive the claim of late or non-effected notification of defects.

14. Delivery period / default

14. 1 Any deadlines specified in the order shall be fixed dates; if there is a chance that a deadline may not be observed, GWT shall promptly be informed in writing. If a deadline is not observed, GWT
 - shall be entitled to damages for default/delayed performance, or
 - may withdraw from the contract regardless of whether the timely performance was impossible due to a circumstance beyond the Contractor's control, and may claim damages for non-performance.
14. 2 If the delivery period is exceeded and unless otherwise agreed in the order, a penalty in the amount of 0.2 percent of the contract sum shall be payable per calendar day up to a maximum of 10 percent of the contract sum. This penalty shall be in addition to any claim by GWT for compensation for any loss or damage accruing to GWT.

Unless otherwise agreed in the order, the Contractor shall be obliged to supply detailed documentation of the delivery. In case of default regarding the obligation for documentation, a penalty in the amount of 0.5 percent of the contract sum shall be payable per commenced week of default up to a maximum of 5 percent of the contract sum. This penalty shall be in addition to any claim by GWT for compensation for any loss or damage accruing to GWT.
14. 3 Penalties can, as the case may be, also be deducted from outstanding invoices and/or claims of the Contractor. The Contractor's obligation to pay a penalty arises upon occurrence of the default. In the event of defective delivery of goods or services, the time between their take-over and the notification of defects issued by GWT shall not be subject to penalty payment. Reservations on the part of GWT upon take-over of the goods or services delivered shall not be required to ensure entitlement to a penalty payment. The payment of penalties shall not release the Contractor from its performance obligations and any liabilities

resulting therefrom.

15. Force majeure:

15. 1 The Contractor shall be released in whole or in part of the timely performance of a contract if it is prevented from performance by force majeure.
15. 2 If prevented from performance by an instance of force majeure, the Contractor may plead force majeure only if it furnishes GWT immediately, but within at most 5 calendar days, with a statement on the cause, the expected effect and duration, stating the commencement and foreseeable termination of the impediment, by registered letter certified by the relevant government authority or chamber of trade of the country of delivery/performance. In the event of force majeure, the Contractor shall make every effort to eliminate or mitigate the problem and foreseeable damage and keep GWT informed on an ongoing basis.
15. 3 Any deadlines or duration periods that cannot be met due to an instance of force majeure shall be extended by the duration of the effect of force majeure. In the event that an instance of force majeure should take more than four weeks, GWT shall be entitled to withdraw from the contract in full or in part. GWT shall not be liable to the Contractor for any consequences of impaired performance caused by unforeseeable and inevitable events.

16. Acceptance

If an acceptance procedure, e.g. according to TÜV, is required for any goods, a certificate of acceptance shall be deemed an integral part of the delivery. Accordingly, an order shall be considered delivered only upon receipt of all certificates required.

17. Maintenance and operating instructions

Each and every shipment shall include operating manuals, maintenance instructions and spare parts lists, all in the German language. These documentations shall be similarly deemed an integral part of the order, i.e. the payment period shall commence only upon their receipt.

18. CE mark

If a CE mark and/or statement of conformity is required or permitted for a delivery or service, the Contractor undertakes to observe all applicable laws and to apply the CE mark at his own cost to the equipment/system once it is ready for use and/or to furnish GWT with the requisite statement of conformity in the language prescribed for the documentation or by the law, respectively.

19. Intellectual property

19. 1 The Contractor shall be liable for any damage or disadvantages suffered by GWT from any infringement of third-party intellectual property rights in connection with the use, installation or resale of goods delivered to GWT.

19. 2 Any and all information and documentation, including, without limitations, designs, models and drawings, that have been handed over for the Contractor's use shall remain the material and intellectual property of GWT and shall not be used for any other purpose nor disclosed to any third party. Upon completion of the enquiry or order, the Contractor shall return to GWT, without being asked to do so and at its own cost, any such information and documentation, together with any copies or reproductions whatsoever which may have been made and for the making of which our prior express consent needs to be obtained. GWT also reserves all rights to drawings made on the basis of data provided by GWT.

20. Marking of shipments

The order number shall be marked on all letters, freight papers, wagon papers, as well as on crates, packages, transit documents, delivery notes, invoices, etc. Accordingly, also partial deliveries shall be clearly marked as such. If the shipment is made through another company or a carrier, they shall be similarly required to mark the shipments with the order number.

21. Invoices / Intrastat data

21. 1 Invoices are to be addressed in two copies to GWT, 2544 Leobersdorf, Hirtenbergerstraße 1. A copy of the delivery notification and/or the bill of sale are to be attached to the invoices. Invoices for services rendered need to be accompanied by corresponding service performance confirmations. The payment period shall commence only after receipt of the correct invoice including all documents required to be attached to it, which means the Contractor's shipment shall be deemed completed only after receipt of these documents. GWT shall be obliged to perform payment only after complete shipment of the entire order and performance of any and all side services agreed upon. Any invoices that do not show the order number shall not be processed. The last instalment of a payment shall be released only when the final account covering all goods and services provided as specified in the order and all associated claims has been presented.
21. 2 If the Contractor is domiciled in an EU Member State with the exception of Austria, it shall state in or enclose with its invoice the data required for Intrastat declarations.
21. 3 By presenting its final account, the Contractor confirms that it has asserted any and all of its claims from the relevant business transaction and will not submit any further claims.

22. Assertion of claims by the Contractor

Any claims on the part of the Contractor for payment beyond the total order sum, regardless of the legal ground, shall be asserted by the Contractor within 30 days of the event which, in the Contractor's opinion, entitles the Contractor to such claim, to be submitted to GWT in writing and including detailed evidence and the specification of the exact amount of such claim, failing which such claims of the Contractor shall expire.

23. Third-party claims

The Contractor shall indemnify and hold GWT harmless for any and all third-party claims associated with any defects or non-contractual performance of its goods and services.

24. Assignment / pledge

The Contractor's rights and duties shall not be assigned, pledged or otherwise transferred except with GWT's written consent

25. Change in performance

The Contractor undertakes to inform GWT of and offer it any improvement of the contractual object it may become aware of. No change shall, however, be made to the contractual object except on the basis of a follow-up order.

26. Liens / rights of retention

Any acquisition of liens, rights of retention or other securities regarding parts provided by GWT or its goods/services or parts thereof shall be excluded. The Contractor shall ensure that an appropriate clause to this effect shall be included in all its contracts with its subcontractors.

27. Standards, regulations, laws at the place of installation/performance

27. 1 The Contractor undertakes to fully observe any and all laws, ordinances, provisions and regulations which are applicable at the place of performance/fulfilment or are stipulated during the time of order performance.
27. 2 To the extent that the Contractor has inadequate information with regard to the above provision, it shall obtain such information at its own expense and in good time. The Contractor shall furthermore warrant that it has familiarized itself with all essential circumstances affecting the provision of the goods/services and with GWT's information and documentation before entering into the contract. Any loss or damage which may arise from the Contractor's failure to properly meet its obligations under this clause shall be borne by the Contractor.
27. 3 The relevant standards, regulations and company standards of the final customer, if any, shall be applicable except as otherwise agreed in the terms and conditions specified in the order and/or the specifications and its enclosures.

28. Trade law, employment of foreigners, protection of workers and employees

The Contractor declares possession of any permits under trade law or other regulations that are required for the agreed upon delivery of goods and performance of services and undertakes to submit them upon request of GWT.

Furthermore, the Contractor shall be obliged to comply with the provisions of the (Austrian) Employment of Foreign Nationals Act. In the event of deployments at a site of GWT or its customers, the Contractor shall provide, without being asked to do so, any and all information relevant in this context and submit the accordingly relevant documents and documentations. GWT shall be entitled to carry out random inspections regarding the compliance with the provisions of the Employment of Foreign Nationals Act. In the event of a violation against the regulations of the Employment of Foreign Nationals Act or against the provisions of this clause, the Contractor shall be obliged to fully indemnify GWT and hold it harmless.

Furthermore, a monetary fine in the amount of € 3,000 shall be deducted from the final invoice for each individual worker of the Contractor who is found to be without a valid work or residence permit

If the Contractor provides its own assembly team or other personnel, it has to ensure in every case that this personnel is equipped with personal protective equipment (PPE). Instructions given by GWT personnel must be respected and followed without restrictions and particular measures relating to safety on the site must be implemented without contradiction

29. Export licenses

The Contractor shall be obliged to procure, at its own cost, any and all licenses possibly required in context with its goods and services delivered, in particular those that are required for export to the country of the final customer. The Contractor assures that upon placement of the order the complete delivery of the subject matter of this order is ensured and that no governmental or other restrictions hinder the full delivery of goods and performance of services, otherwise the Contractor shall be liable for the damage caused to GWT and/or the final customer as a consequence thereof. After conclusion of the contract, the Contractor shall inform GWT in due time of any export bans/restrictions that might possibly be imposed and shall submit alternatives in a timely manner and free of cost.

30. Confidentiality

The Contractor shall keep confidential the contents of the order, the business transaction as well as any information gained directly or indirectly from GWT or the final customer and also any form of information based on the aforementioned and shall use them exclusively for the execution and performance of the respective order.

31. Industrial property rights

The Contractor undertakes to ensure that the use of goods and services delivered and performed by it are in no way impaired by the assertion of any third-party rights (brands, samples, patent, territorial protection, etc.) and that no existing boycott clauses, blacklist, etc. are being violated. No remuneration shall be granted for the preparation of tenders. Any submission of tender shall include the consent that technical tender documentation may be put at the disposal of third parties (engineering partner, customer, etc.) to the required extent and free of any charge for GWT; tender documentations shall not be returned. The Contractor shall inform GWT immediately of any violation of third-party rights or of boycotts, blacklist, etc. that should later emerge. In the event of any allegations made in respect of such impairments or violations, the Contractor undertakes to indemnify GWT and/or the final customer and hold it harmless in full and without any restrictions against claims asserted by third parties.

32. Governing law, venue, place of jurisdiction

Unless otherwise agreed upon, the place of performance shall be the head office of GWT. Austrian law shall apply under exclusion of the UN Sales Convention. It is agreed that for any and all disputes arising from this contract, the exclusive place of jurisdiction shall be Wiener Neustadt, Austria.

33. Severability, Languages

If one or more of the provisions of these General Terms and Conditions should be or become invalid, ineffective, illegal or unenforceable, this shall not affect the validity, effectiveness, legality or enforceability of all other provisions. In such event, the invalid, ineffective, illegal or unenforceable provision shall be replaced by a provision that is legal and that comes as close as possible to the economic purpose of the original provision.

In case of ambiguities between the German and the English version of these General Purchasing Conditions, the original German version shall prevail.

For the **Contractor**

For **GWT**

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Date / Signature

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Date / Signature