General Terms and Conditions of Purchase

Validity of these terms and conditions
These General Terms and Conditions of Purchase apply to the - also future - purchase of goods and services by TÜV AUSTRIA and the associated processing, unless otherwise agreed in writing. Other general terms and conditions shall not apply even if they have not been expressly objected to in individual cases or if TÜV AUSTRIA accepts deliveries in the knowledge of conflicting or deviating terms and conditions. TÜV AUSTRIA's behaviour shall under no circumstances whatsoever be considered as approval of such conditions. By accepting the order, the Contractor simultaneously acknowledges and agrees to TÜV AUSTRIA's Terms and Conditions of Purchase.

Definitions
TÜV AUSTRIA:
TÜV AUSTRIA refers to the TÜV AUSTRIA Group company ordering goods or services from the Contractor. TÜV AUSTRIA Group is an international group of companies managed by TÜV AUSTRIA HOLDING AG, based in Austria (www.tuv.at).
Contractor (CO):
The contractual partner of TÜV AUSTRIA for the contract in question.
Procurement service:
Is the service to be provided by the Contractor in accordance with the specification or service description within the scope of the contractual provisions.
Procurement document:
The enquiry, the present General Terms and Conditions of Purchase, specifications, service descriptions, and, if available, award criteria including all respective annexes.
Third party contractors:
Companies commissioned by TÜV AUSTRIA with supplies and services - except for the Contractor.
Subcontractors:
Contractors additionally engaged by the Contractor or by third party contractors to fulfil their contractual obligations towards TÜV AUSTRIA - without establishing a contractual relationship with TÜV AUSTRIA.

1. Order - order confirmation - offer documents

1.1. Orders on the part of TÜV AUSTRIA shall be placed exclusively in writing, if possible, in the form of an SAP order. In case of any other form of order, the TÜV AUSTRIA cost centre will be notified. Verbal contracts or contract amendments shall have no legal effect without written confirmation. Silence on the part of TÜV AUSTRIA shall not be deemed as consent or acceptance.
Offers made to TÜV AUSTRIA are in any case free of charge and do not create any obligation on the part of TÜV AUSTRIA. AUSTRIA.

1.2. Acceptance of the order must be confirmed in writing to TÜV AUSTRIA, stating a binding delivery period. For this purpose, the order must be signed and returned by authorised representatives of the Contractor within 5 working days of receipt of the order.
The order confirmation shall include acceptance of these General Terms and Conditions of Purchase. Order confirmations that deviate from the order shall be considered a new offer, which shall only be deemed accepted after expressing written approval by TÜV AUSTRIA. If there is no such confirmation and delivery is nevertheless made, the contract is concluded under these General Terms and Conditions of Purchase.

1.3. TÜV AUSTRIA reserves the property rights and copyrights to illustrations, drawings, calculations and other documents which are handed over to the Contractor in connection with the preparation of the offer or the placing of the order; they may not be made accessible to third parties without the express consent of TÜV AUSTRIA.

2. Subject of the contract
All agreements made between TÜV AUSTRIA and the Contractor for the purpose of executing this Contract are laid down in writing in this Contract. The subject matter of the contract is the regulation of the rights and obligations of the Contractor and TÜV AUSTRIA in the provision of the procured service.
The contract for the provision of the procured service comprises the following documents (including their annexes), which are valid according to the following order:

2.1. The written order of TÜV AUSTRIA.
2.2 The jointly initialled technical and/or commercial negotiation protocol, if available.
2.3. The offer (references to the Contractor's general terms and conditions are invalid).
2.4. All legal and technical standards, guidelines and other regulations, insofar as they apply to the procured service or are state of the art and are published at the time of the conclusion of the contract, but only come into force with transitional periods within the performance period or which come into force within the performance period and are immediately binding. Commercial provisions - from ÖNORMEN - shall not become the subject matter of the contract.

3. Obligations of the Contractor

3.1. The scope of supplies and services to be provided by the Contractor shall be determined by the subject matter of the contract defined in Section 2.
All services not listed separately in the procurement documents, insofar as they are necessary for the complete and proper fulfilment of the contract or correspond to the state of the art, shall also be included in the scope of the Contractor's services and shall be deemed to be included in the price offered. Excluded from the scope of services of the Contractor are only any own services of TÜV AUSTRIA that are explicitly listed in the procurement document.

3.2. The Contractor shall inform himself about the nature and scope of his obligations, as well as about all circumstances that may play a role in the planning and subsequent execution of the procured service and/or delivery. In the event of any ambiguities, the Contractor shall inquire with TÜV AUSTRIA in advance or inform TÜV AUSTRIA thereof, as otherwise these ambiguities shall be borne by the Contractor if the order is placed and any additional costs incurred as a result shall not be reimbursed by TÜV AUSTRIA.

3.3. The Contractor undertakes to comply with all statutory provisions and official orders for the complete and proper fulfilment of the contract in the context of the provision of the procured service. It undertakes to ensure that all statutory, official and operational health and safety regulations and all individual official orders and instructions issued by the responsible persons are complied with by its vicarious agents and the subcontractors commissioned by it.

3.4. The Contractor undertakes to ensure that the persons employed by it, or its subcontractors have the necessary authorisation, reliability, specialist knowledge and physical fitness to perform their work. If subcontractors and/or sub-suppliers are used, they must be named by the Contractor when submitting the offer and approved by TÜV AUSTRIA before use. Subcontractors may be rejected by TÜV AUSTRIA. The involvement of subcontractors and/or sub-suppliers does not release the Contractor from the obligations or liability. The Contractor shall be liable for subcontractors and sub-suppliers as for his own actions. TÜV AUSTRIA's consent shall not create any legal relationship between TÜV AUSTRIA and the subcontractor and/or sub-supplier.

3.5. Insofar as the procured service includes construction and assembly services, the Contractor shall additionally comply with the following provisions:

a) The daily working hours shall be agreed separately, considering the statutory framework conditions.
b) Overtime, night, Sunday and public holiday hours shall only be remunerated if they are ordered by TÜV AUSTRIA prior to the execution of the work or if they are not performed by the Contractor to make up for delays for which he is responsible.
c) Public holidays not recognised by law shall be considered as working days. The Contractor shall obtain any necessary authorisation from the competent supervisory authority to work overtime, at night, on Sundays and on public holidays.
d) Work with difficulties shall be deemed to be work that is defined in the relevant collective agreements for labourers and employees or in similar agreements. At most the percentages stated therein shall be remunerated.

e) If no unit prices have been agreed, the following provisions shall apply to invoicing:
TÜV AUSTRIA will only recognise as travel hours those that are required from the location of the company concerned to the place of installation with favourable air, train or road connections.
Travelling expenses for installation personnel shall be reimbursed according to actual expenditure against proof (invoice, ticket, etc.) without surcharge.
Regarding the reimbursement of travelling expenses, the relevant collective agreements for workers and employees or similar agreements shall apply. If travelling by car has been agreed, the official mileage allowance shall be paid.

f) The start of assembly shall be agreed between the responsible contact person of TÜV AUSTRIA and the Contractor, unless already stipulated in the contract.

g) The person appointed as the Contractor's representative shall be notified to TÜV AUSTRIA in writing prior to commencement of the work and must always be available during working hours.

h) The Contractor shall ensure that the positions of the key personnel remain as constant as possible. Key personnel are the project management, site management and those persons who are additionally specified as key personnel. At the justified request of TÜV AUSTRIA, the Contractor shall change key personnel.

4. Delivery time

4.1. The delivery time specified in the order is binding.

4.2. The Contractor is obliged to inform TÜV AUSTRIA immediately in writing if circumstances occur or become recognisable to him which indicate that the stipulated delivery time cannot be met.
If the delivery or performance dates agreed in writing are exceeded, neither a wage nor a material price increase will be paid for work carried out after this date.

4.3. In the event of a delay in delivery, TÜV AUSTRIA shall be entitled to the statutory claims. TÜV AUSTRIA is entitled to withdraw from the contract after the fruitless expiry of a reasonable period and to claim damages instead of performance. TÜV AUSTRIA is entitled to full compensation in this respect. In case of late delivery or short delivery, TÜV AUSTRIA shall be entitled to obtain a replacement from a third party at the expense of the Contractor.

4.4. If the postponements are caused by TÜV AUSTRIA, the schedule shall in principle continue to apply until a new schedule is mutually agreed.

5. Deadlines and contractual penalty

If a contractual penalty for late delivery has been agreed, the following provisions shall apply:

5.1. The date of delivery/service shall be deemed to be the date of receipt of the complete delivery/service at the place of fulfilment. Penalties shall also apply to mere partial deliveries.

5.2. If the agreed deadlines are exceeded, the Contractor shall be in default without further reminder and shall owe TÜV AUSTRIA a contractual penalty, irrespective of fault, of 1% of the total order value for each week or part thereof and for each deadline agreed as subject to a penalty, up to a maximum of 10% of the total order value. If deadlines are postponed with the consent of TÜV AUSTRIA, these new deadlines shall be deemed new penalty deadlines accordingly.

5.3. TÜV AUSTRIA expressly reserves the right to claim damages more than the no-fault contractual penalty.

5.4. If a contractual penalty for late delivery has been agreed, it shall be due even if the late delivery was accepted without reservations.

5.5. The acceptance of a delayed delivery shall not exclude any claims for compensation.

6. Place of fulfilment and dispatch

6.1. Unless expressly agreed otherwise in writing, the place of fulfilment for the services to be procured shall be the place defined in the contract.

6.2. The place of fulfilment for payment is the business address of TÜV AUSTRIA stated in the order.

6.3. Unless expressly agreed otherwise in writing, the Contractor is obliged to deliver carriage paid and duty paid. The risk of accidental loss and accidental deterioration of the delivery item shall in any case be borne by the Contractor until handover at the place of receipt, irrespective of whether the delivery was agreed carriage paid or not.
The costs of transport insurance shall be borne by the Contractor.

6.4. Delivery of the total quantity shall be deemed to be on time. Partial deliveries, where permissible and agreed, shall be labelled as such.

6.5. The Contractor shall design the type of packaging in such a way that the integrity of the goods is guaranteed. Environmentally friendly packaging materials are to be favoured. If the Contractor is obliged under the Packaging Ordinance to take back the packaging used, it shall bear the costs of return transport and recycling.

6.6. The order number and the order item number must be stated on all documents (invoice, delivery note, order confirmation, etc.). If the order number and/or order item number are missing on the invoice, it will not be authorised for payment and further processing will be stopped.
Delays resulting from incorrectly addressed, incorrectly submitted or incomplete documents automatically extend the payment deadlines.
The payment period shall commence upon receipt of an invoice that fulfils the requirements.
Invoices are to be sent exclusively electronically to the e-mail address stated on the order form. Each invoice item number must be clearly assigned to an order item number, otherwise the invoice will be returned unchecked.

7. Subsequent changes to the order

7.1. TÜV AUSTRIA may request changes to the procured service even after conclusion of the contract. The Contractor is obliged to inform TÜV AUSTRIA of the effects regarding deadlines, costs, third-party contractors, etc. These effects must be calculated and disclosed by the Contractor in a comprehensible manner. Supplementary offers are to be prepared based on the original calculation of the main contract. In particular, the calculation for the supplementary offer must be disclosed if lump-sum prices were originally agreed. Execution of the work may only commence after TÜV AUSTRIA has placed the order. The same applies to additional work, which is not included in the original order, but which TÜV AUSTRIA requests to be carried out.

7.2. If TÜV AUSTRIA requests postponements in the provision of services for which the Contractor is not responsible, new binding deadlines shall be set by mutual agreement, otherwise the originally agreed deadlines shall remain unchanged.

7.3. Should there be changes to the defined interfaces, software configurations, cloud applications on the part of the Contractor, the respective TÜV AUSTRIA company must be informed immediately.

8. Remuneration of the Contractor - Terms of payment

8.1. Unless otherwise agreed, all cost estimates submitted to TÜV AUSTRIA are free of charge. Furthermore, the Contractor guarantees the correctness of his cost estimate. However, if the expenses incurred by the Contractor fall short of his calculation, TÜV AUSTRIA shall only pay for the actual expenses incurred.

8.2. Unless otherwise agreed, payment for services shall only be made after complete performance of the service. If the contracting parties agree on partial payments, partial payments shall only be made after the respective partial service has been rendered in full.

8.3. The prices are fixed prices and shall not change until the order has been completely fulfilled.

8.4. Any changes whatsoever to the calculation basis shall have no influence whatsoever on the price offered. The possibility of contestation on the grounds of error is hereby expressly excluded.

8.5. The prices stated in the order are net prices; the statutory value added tax must be added in each case. Unless expressly agreed otherwise in writing, the agreed prices shall always include delivery in accordance with point 6.

8.6. All travel for the Contractor's personnel, including travel expenses and ancillary costs, which are necessary for the fulfilment of the contract, shall be included in the offer price of the order.

8.7. The payment dates shall be mutually agreed between the contracting parties.
Unless otherwise agreed, payments shall be made within 21 days less 3% discount or 30 days net after receipt of a verifiable, correct (assuming due date) and legally compliant invoice.
Invoices must be sent electronically to the respective e-mail address or by post to the registered office of the respective TÜV AUSTRIA company, e.g. to the financial accounting department, stating the SAP order number or the TÜV AUSTRIA cost centre (stated in the order text of the invoice or in the invoice address). Otherwise, the invoice shall be deemed not to have been delivered.

8.8. In the event of faulty delivery, TÜV AUSTRIA is entitled to withhold payment until proper fulfilment, without loss of rebates, discounts and similar payment benefits.

8.9. Payments do not constitute confirmation of the correctness of the invoice and/or the conformity of the delivery or service with the contract but are made subject to subsequent verification. All claims of TÜV AUSTRIA against the Contractor arising from the contract shall remain in full force and effect.

8.10. TÜV AUSTRIA reserves the right to retain 10% of the total order value for the duration of the warranty period plus 3 months as a non-interest-bearing retention. Upon request, a free, irrevocable and unconditional bank guarantee from a major bank in the EU area for the same amount and duration can also be provided. The amount of the guarantee shall remain unchanged for the duration of its existence. If the warranty period is extended due to warranty claims, the term must be adjusted accordingly. The bank guarantee shall be returned upon written request after expiry of the warranty period.

8.11. The Contractor is not entitled to offset claims of TÜV AUSTRIA against his own claims, unless the claims have been expressly recognised in writing or legally binding, both in terms of reason and amount.

9. Transfer of ownership and transfer of risk

9.1. Upon payment of the total price - less any agreed retention of title - ownership of the procured services shall pass to TÜV AUSTRIA without restriction.
Retention of title is excluded.
The Contractor guarantees TÜV AUSTRIA that no rights of third parties exist. If claims are nevertheless asserted against TÜV AUSTRIA based on such third-party rights, the retention of title may be utilised.

9.2. Until the final transfer of ownership, the Contractor shall bear the risk of accidental loss of the procured goods.

10. Warranty

10.1. The Contractor warrants that all procured services/deliveries comply with the usually assumed and the special, contractually stipulated characteristics - in particular the state of the art.

10.2. In the event of a warranty claim, the Contractor shall provide all services required for the inspection and rectification of defects at its own expense. The costs incurred in this respect shall only be borne by TÜV AUSTRIA to the extent that they would have been incurred if the Contractor had performed in accordance with the contract. In addition, TÜV AUSTRIA shall be entitled to full compensation from the Contractor. The statutory warranty period shall be deemed agreed.

10.3. If the procured service cannot be used as contractually intended due to defect rectification work, the warranty period shall be extended by the duration of the interruptions.

10.4. Notification of defects by TÜV AUSTRIA shall be made within a reasonable period from the date of knowledge of the defect. The Contractor expressly waives the defence of late notification of defects pursuant to § 377 UGB.

10.5. Verbal notification of defects shall be deemed to fulfil the deadline. A written notification of defects and request for improvement after acceptance shall suspend the warranty period until the defects complained of have been remedied.

10.6. Despite utilisation of the warranty, further claims of TÜV AUSTRIA remain unaffected.

11. Liability

11.1. The Contractor shall be liable for all personal injury, property damage and financial loss (including loss of profit) culpably caused by him or his vicarious agents to TÜV AUSTRIA or its personnel during or when the fulfilment of the procured services. The Contractor shall also be liable for slight negligence.

11.2. The Contractor shall indemnify TÜV AUSTRIA against all claims for damages of third parties caused by him or his vicarious agents.

12. Insurance

Upon request, the Contractor shall submit proof of existing liability insurance for the period of service provision, stating the specified amounts of cover for personal injury and property damage per claim.

13. Ownership of documents - rights of use

13.1. TÜV AUSTRIA shall be entitled to ownership of all documents, records, drawings, etc., which are produced or procured by the Contractor in fulfilment of the order or this contract ("Documents").

13.2. TÜV AUSTRIA shall be granted the exclusive right of use (right to use the work), which is transferable to third parties, to the Documents as well as to all other copyrighted rights in the broadest possible legal sense.

13.3. After complete fulfilment of the contract or after premature termination of the contract, the Contractor undertakes to hand over all order-related documents in his possession, in particular technical documents (originals and copies), to TÜV AUSTRIA immediately and without request - also in editable electronic form.

14. Patents - Inventions

14.1. The Contractor shall immediately notify TÜV AUSTRIA of any inventions arising in the course of his work for TÜV AUSTRIA and, at TÜV AUSTRIA's request, take all steps for a patent application in favour of TÜV AUSTRIA.
AUSTRIA in favour of TÜV AUSTRIA. TÜV AUSTRIA will support the Contractor in this.

14.2. The Contractor is obliged to provide his services in such a way that they are free of third-party rights, free of patent rights or industrial property rights. If claims are asserted against TÜV AUSTRIA by third parties based on such rights, the Contractor is obliged to indemnify and hold TÜV AUSTRIA harmless against such claims.

14.3. The Contractor undertakes to transfer to TÜV AUSTRIA all industrial property rights necessary for the realisation of the subject matter of the Contract, unless TÜV AUSTRIA already holds them.

15. Confidentiality - Data protection - Publications

15.1. The Contractor expressly undertakes to treat all information received by him and his representatives, consultants or other authorised agents during negotiations and discussions in connection with the conclusion and execution of the Contract as confidential, to use such information only for the purpose of the business relationship between the Contractor and TÜV AUSTRIA and to prevent the disclosure of such information, in whatever form, to third parties.

15.2. Such confidential information includes in particular

- ✔ all written documents transmitted (e.g.: offer, enclosures, plans, technical descriptions) as well as their contents.
- ✔ all non-written information communicated to the Contractor in negotiations or discussions.

Confidential information disclosed in this form includes, for example, economic, financial, operational and technical matters, know-how, regarding software and hardware, technical applications or information services, any sales, marketing, advertising and customer strategies and activities.

15.3. The Contractor expressly undertakes to ensure that confidential information, insofar as this is necessary, is only passed on to persons who are subject to a professional obligation of confidentiality and/or with whom a corresponding confidentiality obligation has been agreed in writing.

15.4. The obligation of confidentiality shall survive the termination of the business relationship with TÜV AUSTRIA.

15.5. Any breach of this confidentiality obligation shall result in a contractual penalty of EUR 30,000 regardless of fault. TÜV AUSTRIA is entitled to claim damages more than the contractual penalty. The assertion of consequential damages is not excluded.

15.6. Further agreements on confidentiality will be regulated in separate agreements if necessary.

15.7. To ensure compliance with applicable laws and regulations in the collection, storage, processing or transmission of personal data and information, a corresponding order processing agreement pursuant to § 28 GDPR shall also be concluded between TÜV AUSTRIA and the Contractor in such cases.

15.8. Publications of any kind (radio, television, press, trade journals, lectures or the like) may only be made or facilitated by the Contractor with the prior written consent of TÜV AUSTRIA. This also applies to the production of photographs, drawings and other representations intended for publication. The Contractor shall ensure that in the cases third party contractors must also obtain the consent of TÜV AUSTRIA.

15.9. The use of the TÜV AUSTRIA logo is only permitted based on a separate written agreement.

15.10. Inclusion of TÜV AUSTRIA in the Contractor's reference list, on its website or in advertising materials, also requires the prior written consent of TÜV AUSTRIA.

16. Force majeure

16.1. Force majeure is understood to mean events or circumstances whose effects make it impossible or unlawful for the affected contractual partner to fulfil its obligations in whole or in part, provided that the events or circumstances (i) are beyond the control of the contractual partner, (ii) are not attributable to the contractual partner, and (iii) could not have been foreseen, avoided, managed or remedied in whole or in part by the contractual partner invoking force majeure with due care.
This includes, for example, terrorist attacks, blackouts, strikes, lockouts, civil war-like conditions, official or judicial orders and the like.

16.2. If one of the contracting parties does not intend to fulfil its contractual obligations due to force majeure, it must notify the other contracting party immediately, stating the expected duration. The other contracting party shall not be entitled to any claims due to such non-compliance with the contract for the period of the continuing force majeure circumstance. Rather, the rights and obligations of both parties shall be cancelled for the duration of the non-compliance with the contract due to force majeure to the extent affected by the force majeure. Payment obligations that have already arisen shall remain in force and must be fulfilled without delay.

16.3. In the event of force majeure, the contracting parties shall endeavour to keep the resulting disadvantages as low as possible. In particular, the affected contractual partner shall take all technically and economically reasonable measures to eliminate the cause or consequences of the force majeure.

16.4. Unless otherwise agreed, each contracting party shall bear and be liable for its own costs, expenses, losses and damages incurred and suffered because of Force Majeure.

16.5. If it is foreseeable that the force majeure circumstances and/or their after-effects will last longer than 4 weeks, the contracting parties shall enter negotiations to reach a solution acceptable to both parties.
If, on the other hand, the anticipated duration of the force majeure circumstances and/or their after-effects is longer than 8 weeks, the contractual partner who is not affected by the force majeure shall be entitled to extraordinary cancellation without being bound by notice periods or dates.

17. Interruption or cancellation

17.1. TÜV AUSTRIA reserves the right to demand the interruption of further order fulfilment at any time.

17.2. In the event of important reasons that make it unreasonable to maintain the contractual relationship, the contracting parties have the right to withdraw from the contract.
Such important reasons are in particular

a) the loss of the service already rendered;
b) if the opening of insolvency proceedings against the assets of the other contracting party has been rejected due to a lack of assets to cover the costs or if such insolvency proceedings have been cancelled due to a lack of assets to cover the costs;
c) if insolvency proceedings have been opened against the assets of the other contracting party and the statutory provisions do not prohibit cancellation of the contract;
d) if circumstances exist which make the proper fulfilment of the order obviously impossible, insofar as the other contractual partner is responsible for this;
e) if the other contracting party
   i. has acted fraudulently to cause damage to the contractual partner, in particular if agreements have been made with other companies that are detrimental, contrary to common decency or the principle of competition;
   ii. directly or indirectly promised or granted advantages contrary to common decency or directly threatened or inflicted disadvantages on bodies of the contractual partner involved in the conclusion or execution of the contract;
f) if subcontractors are used without the consent of TÜV AUSTRIA;
g) Serious violations of the Code of Conduct (point 18)

The authorisation to withdraw expires 30 days after the time at which the other contractual partner becomes aware of the existence of the facts justifying withdrawal.

17.3. In the event of interruption or cancellation, the Contractor shall only be entitled to charge for the deliveries or services demonstrably provided up to the time of interruption or cancellation, whereby the Contractor must deduct all conceivable utilisation and savings possibilities.

17.4. If TÜV AUSTRIA has informed the Contractor of a mere interruption of the Contract, the Contractor shall commence performance of the outstanding contractual services within 14 days after written notification by TÜV AUSTRIA of the desired continuation of the work. However, the Contractor may refuse to continue the performance of its services if the interruption has lasted longer than 6 months.

18. Code of Conduct

18.1. TÜV AUSTRIA is convinced that compliance with the law, a socially responsible business policy and adherence to ethical principles of behaviour are indispensable and contribute to ensuring the long-term economic success of a company. TÜV AUSTRIA expects its business partners to share these principles of behaviour and to support ethically sound and sustainable business practices.

18.2. The Contractor therefore undertakes to comply with the following principles:

a) Act with integrity
- ✔ Act honestly, responsibly and fairly;
- ✔ Conduct business activities fully and unreservedly in accordance with applicable law;

b) Avoiding conflicts of interest
- ✔ Make decisions solely on the basis of objective considerations and not be guided by personal interests;
- ✔ avoid situations in which the interests of the Contractor conflict with the interests of TÜV AUSTRIA;

c) Confidentiality and data protection
- ✔ All information that the Contractor receives from TÜV AUSTRIA exclusively for the performance of its services for TÜV AUSTRIA and to protect it from unauthorised internal and external use;
- ✔ to use all information obtained about internal circumstances and processes at TÜV AUSTRIA as well as other technical and commercial information, insofar as this has been labelled "confidential" in writing or is reasonably to be understood as confidential information, strictly confidential and only with the written consent of TÜV AUSTRIA;
- ✔ to ensure compliance with applicable laws and regulations when personal data and information is collected, stored, processed or transmitted;

d) Anti-corruption
- ✔ to ensure compliance with applicable anti-corruption laws;
- ✔ not to be involved in any form of bribery or corruption;
- ✔ not to assume any costs for hospitality and invitations to events organised by employees of TÜV AUSTRIA employees that exceed customary and legally permitted practices;

e) Fair business behaviour
- ✔ to respect fair and equitable competition;
- ✔ to comply with applicable and internationally recognised competition laws and regulations;
- ✔ refrain from exchanging sensitive company data that could unduly impair competition;

f) Occupational health and safety
- ✔ to comply with all applicable laws relating to occupational health and safety in the provision of services for TÜV AUSTRIA;
- ✔ take reasonable measures to protect the health and safety of employees;

g) environmental protection
- ✔ to comply with all applicable legal provisions for the protection of the environment;
- ✔ to treat natural resources with care;
- ✔ to avoid any danger to the environment;

h) Fair working conditions
- ✔ to respect, protect and promote the human rights of employees;
- ✔ to offer employees safe workplaces in accordance with internationally recognised standards;
- ✔ to comply with the legal regulations for fair working conditions, including those on fair pay and reasonable working hours;
- ✔ promote diversity within the company and not tolerate discrimination
- ✔ to condemn any form of forced and child labour and to prevent it in its own value chain;

i) Subcontractors and third parties
- ✔ to communicate the aforementioned principles to subcontractors and third parties and to demand compliance with them;

18.3. Upon request by TÜV AUSTRIA, the Contractor shall submit the company's sustainability report. If none is available, a greenhouse gas balance sheet of the company shall be prepared.

18.4. The Contractor is obliged to report any indications of violations of this Code of Conduct, or any criminal offences committed in the course of providing services for TÜV AUSTRIA that could have an impact on TÜV AUSTRIA via the whistleblower system on the TÜV AUSTRIA website at. www.tuv.at/compliance

18.5. Reports via the whistleblower system atwww.tuv.at/compliance can be made anonymously. If a report is not made anonymously, TÜV AUSTRIA assures that the person reporting a genuine concern in good faith will not suffer any disadvantage as a result of their report, unless the report is demonstrably wilful, or the reporting person is themselves involved in the criminal offence in question. In such a case, the protection of the reporting person vis-à-vis the investigating authorities cannot be maintained. All reports will be investigated in an appropriate manner and appropriate action will be taken where an offence is found to have been committed.

18.6. TÜV AUSTRIA reserves the right to verify compliance with and implementation of the principles of conduct of this Code of Conduct in the organisation of the Contractor. For this purpose, TÜV AUSTRIA will coordinate with the Contractor.
Should the result of such an inspection/audit be that this Code of Conduct is not complied with, the Contractor is obliged vis-à-vis TÜV AUSTRIA to remedy the situation immediately.

18.7. TÜV AUSTRIA attaches great importance to working in partnership with its business partners. For this reason, in the event of minor violations of this Code of Conduct, the Contractor will generally be given the opportunity to implement appropriate corrective measures within a reasonable period. In the event of serious violations, however, TÜV AUSTRIA reserves the right to impose appropriate sanctions, such as a contractual penalty or the immediate termination of the business relationship.

18.8. Additional information can be found atwww.tuv.at/compliance . In case of ambiguities or questions, it is possible to submit an enquiry via the TÜV AUSTRIA website or to contact the Compliance Officer of TÜV AUSTRIA (compliance@tuvaustria.com) directly.

19. Legal succession

19.1. TÜV AUSTRIA may transfer the rights and obligations under the Contract to legal successors or affiliated companies; the Contractor may only object to the transfer to legal successors if the legal successor does not offer any guarantee for the fulfilment of TÜV AUSTRIA's obligations under this Contract and the Purchase Order.

19.2. The transfer of rights and obligations under the Contract on the part of the Contractor is only permitted with the prior written consent of TÜV AUSTRIA. In particular, the Contractor is not authorised to assign his claims or to have them collected by third parties without the prior written consent of TÜV AUSTRIA.
Otherwise, such assignment shall be invalid (absolute effect of the prohibition of assignment). In this case, TÜV AUSTRIA may nevertheless, at its own discretion, make payment with discharging effect both to the Contractor and to the third party.

20. Severability clause

Should a contractual provision or purchasing condition be or become invalid or void, this shall not affect the legal validity of the remaining provisions. Rather, the contracting parties undertake to replace the invalid or void provision with a valid provision that comes as close as possible to the economic effect of the invalid or void provision.

21. Miscellaneous

21.1. The written contract, including its annexes, governs all relationships between the contracting parties regarding the subject matter of the contract. Amendments and/or additions to the contract, including its annexes, must be made in writing to be effective; this also applies to any agreement to waive the written form requirement. No verbal agreements have been or will be made.

21.2. All previous agreements and arrangements in connection with the subject matter of the contract shall be deemed cancelled upon conclusion of this written contract.

21.3. In the event of contradictions between the annexes and the text of the contract, the text of the contract shall be binding in case of doubt. Headings are used exclusively for better orientation and not for the interpretation of the contract. These Terms and Conditions of Purchase shall apply to matters not regulated in the contract.

22. Applicable law - place of jurisdiction

22.1. Contracts concluded based on these Terms and Conditions of Purchase, including all aspects of their conclusion, validity and enforcement, shall be governed by the law of the country in which TÜV AUSTRIA has its registered office. This shall apply without regard to the principles of conflict of laws and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods.

22.2. In the event of disputes or claims arising from these Conditions of Purchase and the contract based thereon, including the pre-contractual obligation or other legal relationships between TÜV AUSTRIA and the Contractor, in particular also for disputes in connection with the conclusion, termination, cancellation, ineffectiveness and reversal, the parties shall exclusively refer to a competent court in the country and at the place of the registered office of TÜV AUSTRIA; however, TÜV AUSTRIA may at any time initiate proceedings against the Contractor before the court of general jurisdiction at the place of the Contractor's registered office.