

GENERAL DELIVERY CONDITIONS (GDC) OF GINZINGER ELECTRONICS SYSTEMS GMBH FOR ELECTRONICS PRODUCTION

AS AT JULY 2024

1 / SCOPE OF APPLICATION

1.1 / All deliveries and services of GINZINGER ELECTRONIC SYSTEMS GMBH, A-4952 Weng im Innkreis, Gewerbegebiet Pirath 16, FN 364958d, (hereinafter referred to as "GINZINGER") shall be provided exclusively on the basis of these General Terms and Conditions of Delivery in the version valid at the time (hereinafter referred to as "TERMS"). These TERMS shall also apply to all future transactions of this kind, without their validity having to be agreed separately in each individual case. The PRINCIPAL expressly agrees to this when placing the order.

1.2 / Deviating, conflicting or supplementary contractual terms and conditions, in particular terms and conditions of business of the PRINCIPAL (hereinafter referred to as the PR) shall not become part of the contract, even if they are known, unless GINZINGER expressly agrees to their validity in writing. If agreements or conditions deviating from these General Terms and Conditions of Delivery are made in the contract, these contractual provisions shall take precedence.

1.3 / Deviating special agreements or conditions require mutual agreement in writing.

1.4 / In the event of contradictions between the contracting parties, the following order of precedence shall apply:

- a) Order confirmation
- b) Offer
- c) GINZINGER's General Terms and Conditions of Delivery
- d) FEEL (Professional association of electrical- and electronics industries) Terms and Conditions of Delivery as of May 2024
- e) dispositive Austrian contract law.

2 / OFFER

2.1 / Offers from GINZINGER are subject to change.

2.2 / All offer- and product documents may not be reproduced or made accessible to third parties without the consent of GINZINGER. They may be reclaimed at any time and must be returned to GINZINGER immediately, if the order is placed elsewhere.

2.3 / The data records and documents provided by the PRINCIPAL shall be transmitted without reference to persons. Transmitted order-related data and documents may be stored by the PRINCIPAL for an unlimited period for statistical purposes.

2.4 / If the delivery is made after the agreed delivery date - without GINZINGER being culpably responsible for a delay in delivery - GINZINGER shall be entitled to increase the agreed prices accordingly. This price adjustment shall take into account the change in the collectively agreed wage costs or other costs necessary for the provision of services, such as those for materials, energy, transportation, external work financing, etc. between the agreed and the actual delivery date.

2.5 / Cost estimates are set up to the best of our knowledge, but no guarantee is given for their accuracy.

3 / CONCLUSION OF CONTRACT

3.1 / The contract shall only come into effect upon written order confirmation or delivery of goods or sending of the invoice by GINZINGER.

3.2 / No warranty claims can be derived, or liability established from information in catalogues, brochures, advertising material and written or verbal statements that have not been included in the contract.

3.3 / Any additional costs due to deviations of the actual conditions from the documents or plans provided by the PRINCIPAL as well as additional costs due to delayed provision of the documents shall be borne by the PRINCIPAL. Changes to the order after acceptance are only possible by mutual agreement and in writing.

4 / MATERIALS PROVIDED

4.1 / Materials to be provided must be supplied by the PRINCIPAL in sufficient quantities and on time; details are noted in the respective offer or order confirmation. Delays can lead to changed delivery dates.

4.2 / If the lack of materials provided leads to delays in the delivery date of more than ten working days, components already in stock for the order may be invoiced.

4.3 / Materials provided must be provided as a strap or roll; any costs for strapping components will be charged to the PRINCIPAL.

4.4 / Component dimensions of the provided components must be consistent with the layout data.

4.5 / Parts provided shall be insured by the PRINCIPAL for delivery and return.

4.6 / The PRINCIPAL shall be responsible for compliance with the component-specific storage time and storage type. The PRINCIPAL shall bear the risks arising from incorrect storage. If special storage conditions are required at GINZINGER, these shall be communicated by the PRINCIPAL at least four (4)

weeks before delivery of the provision. The delivered component packaging itself must be correctly and clearly labeled for the corresponding type of storage (moisture, etc.).

4.7 / PRINCIPAL shall clearly mark the provided goods as RoHS-compliant if RoHS-compliant further processing is expected.

Materials are ordered by GINZINGER by means of a purchase order in which the delivery date and quantity are fixed.

5 / PROTOTYPES / FUNCTIONAL TESTING

5.1 / No warranty or liability is assumed for prototypes, pre-series and sample assemblies. Prototypes, pre-series and sample assemblies may not be used for series production and are not intended for resale.

5.2 / Without a functional test of the assembly, production errors may remain undetected. If no functional test has been commissioned, a production-related failure rate of three percent (3%) shall be deemed accepted by the PRINCIPAL.

5.3 / Measuring and testing equipment provided by the PRINCIPAL must have a valid calibration status and a unique inventory number. Unless otherwise defined, the calibration interval shall be assumed by GINZINGER in accordance with a technical procedure customary in the industry.

5.4 / The inventory, calibration, training and set-up of measuring- and test-equipment provided, shall be invoiced on a time and material basis at a currently valid hourly rate.

6 / DELIVERY

6.1 / The delivery period shall commence on the latest of the following dates:

- a) Date of order confirmation;
- b) Date of fulfillment of all technical, commercial and other requirements incumbent on PRINCIPAL;
- c) Date on which GINZINGER receives an advance payment or security to be made prior to delivery of the goods/rendering of the service.

6.2 / As confirmed delivery times may change between the time of the offer and the first (framework-) call-off, the delivery dates stated in the offer shall be deemed non-binding and shall be fixed in writing from receipt of the order and clarification of the data.

6.3 / The PRINCIPAL shall obtain any official or third-party approvals required for the execution of installations. If such approvals are not obtained in good time, the delivery period shall be extended accordingly.

6.4 / GINZINGER shall be entitled to make and invoice partial or advance deliveries. If delivery on call has been agreed, the goods shall be deemed to have been called one (1) year after the order at the latest.

6.5 / Compliance with deadlines for deliveries is subject to the timely receipt of all documents to be supplied by the PRINCIPAL, necessary approvals and releases, in particular of plans, as well as compliance with the agreed terms of payment and other obligations by the PRINCIPAL. If these requirements are not met in good time, the deadlines shall be extended by the same period of time.

6.6 / Insofar as unforeseeable circumstances or circumstances independent of the will of the parties, such as in particular all cases of

- a) force majeure (in particular war, official interventions and prohibitions, transport and customs clearance delays, transport damage, energy and raw material shortages, labor disputes);

- b) virus and other attacks by third parties on the IT system of GINZINGER, insofar as these occurred despite compliance with the usual care in protective measures;
- c) hindrances due to German, US or other applicable national, EU or international regulations of foreign trade law or due to other circumstances for which GINZINGER is not responsible, or
- d) untimely or improper delivery to GINZINGER as well as failure of an essential, difficult to replace supplier, which hinder compliance with the agreed delivery period, this shall in any case be extended by the duration of these circumstances. These aforementioned circumstances shall also entitle GINZINGER to extend the delivery period if they occur with suppliers.

6.7 / If a contractual penalty for late delivery was agreed between the contracting parties, when the contract was concluded, this shall be paid in accordance with the following provision, whereby any deviation from this in individual points shall not affect its application in other respects:

A delay in performance that is proven to have occurred through the sole fault of GINZINGER shall entitle the PRINCIPAL to claim a contractual penalty of a maximum of half a percent (0.5%) for each completed week of delay, but no more than a total of five percent (5%), of the net value of that part of the total delivery in question; that cannot be used as a result of failure to deliver a significant part on time, provided that the PRINCIPAL has incurred damage in this amount. Further claims based on the title of delay are excluded.

6.8 / If dispatch or delivery is delayed at the PRINCIPAL's request by more than one month after notification of readiness for dispatch, the PRINCIPAL may be charged a storage fee of half a percent (0.5%) of the price of the items of the deliveries for each additional month or part thereof, up to a maximum total of five percent (5%). The contracting parties are at liberty to prove higher or lower storage costs.

6.9 / If acceptance has been agreed, the goods shall be deemed to have been accepted in full at the latest upon commencement of use within the scope of its business operations.

6.10 / GINZINGER has the right to use subcontractors for all deliveries and service components.

6.11 / Unless expressly agreed otherwise, GINZINGER reserves the right to overdeliver or underdeliver to the extent of up to 200 units +/- 5%, from 201 to 1000 units +/- 3%, from 1001 units +/- 2% of the ordered quantity (number of electronic assemblies and/or accessories).

6.12 / After consultation with the PRINCIPAL, GINZINGER may increase production batches beyond the ordered quantity in order to ensure line utilization. If the PRINCIPAL requests changes after production of the batch, these changes, if technically possible, will be invoiced at cost.

7 / WITHDRAWAL FROM THE CONTRACT

7.1 / Unless a more specific provision has been made, the prerequisite for PRINCIPAL's withdrawal from the contract is a delay in delivery due to gross negligence on the part of GINZINGER, as well as the unsuccessful expiry of a reasonable grace period set. Withdrawal must be asserted by registered letter.

7.2 / Irrespective of its other rights, GINZINGER shall be entitled to withdraw from the contract,

- a) if the execution of the delivery or the start or continuation of the service is impossible for reasons for which PRINCIPAL is responsible or is further delayed despite the setting of a reasonable grace period,
- b) if concerns have arisen regarding PRINCIPAL's ability to pay, PRINCIPAL neither makes advance payment nor provides suitable security prior to delivery at GINZINGER's request,

- c) if the extension of the delivery period due to the circumstances listed in point 6.6 amounts to more than half of the originally agreed delivery period, but at least six (6) months, or
- d) if PRINCIPAL does not or not properly fulfill the obligations imposed on it by point 14.

7.3 / Withdrawal may also be declared with regard to an outstanding part of the delivery or service for the above reasons.

7.4 / If insolvency proceedings are opened against PRINCIPAL's assets or an application for the initiation of insolvency proceedings is rejected for lack of sufficient assets, GINZINGER shall be entitled to withdraw from the contract without observing a notice period.

7.5 / Regardless of GINZINGER's claims for damages, including pre-litigation costs, services or partial services already rendered shall be invoiced and paid for in accordance with the contract in the event of withdrawal. This shall also apply if the delivery or service has not yet been accepted by PRINCIPAL and for preparatory acts performed by GINZINGER. Instead, GINZINGER shall also be entitled to demand the return of items already delivered.

7.6 / Other consequences of withdrawal are excluded.

7.7 / The assertion of claims due to laesio enormis, error and elimination of the business basis by PRINCIPAL shall be excluded.

7.8 / If PRINCIPAL withdraws from the contract without being entitled to do so; or requests its rescission, GINZINGER shall be entitled to choose between insisting on the fulfillment of the contract or agreeing to the rescission of the contract; in this case, a contractual penalty of 20% of the gross invoice amount shall be deemed agreed. Any further claims for damages shall remain unaffected.

8 / PRICES / INVOICING / PAYMENT

8.1 / Payments shall be made in accordance with the terms of payment on the invoice.

Unless there is a written agreement on a payment term between the contracting parties, payments of the invoice amounts are due without deduction within fourteen (14) days after receipt of the invoice.

8.2 / In the case of partial settlements, the corresponding partial payments are due upon receipt of the respective invoice. This shall also apply to settlement amounts which arise due to subsequent deliveries or other agreements in excess of the original final amount, irrespective of the terms of payment agreed for the main delivery.

8.3 / Payments shall be made in the agreed currency, without any deduction, free GINZINGER's paying agent. Any acceptance of checks or bills of exchange shall always be on account of payment only. All related interests and charges (e.g. collection- and discount charges) shall be borne by PRINCIPAL.

8.4 / PRINCIPAL shall not be entitled to withhold or offset payments on account of warranty claims or other counterclaims.

8.5 / A payment shall be deemed to have been made on the day it is on GINZINGER's disposal.

8.6 / If PRINCIPAL is in default with an agreed payment or other service from this or other legal transactions, GINZINGER may, without prejudice to its other rights

- a) postpone the fulfillment of its own obligations until this payment or other service has been effected and claim a reasonable extension of the delivery period,

- b) declare all outstanding claims from this or other legal transactions due and payable and charge the statutory default interest plus VAT for these amounts from the respective due date, unless GINZINGER can prove costs exceeding this,
- c) in the event of qualified insolvency, i.e. after two payment defaults, to fulfill other legal transactions only against advance payment.

In any case, GINZINGER shall be entitled to charge pre-litigation costs, in particular dunning charges and lawyer's fees, in accordance with the legally applicable regulations. The consequences of default shall also apply without prior reminder or setting of a grace period.

8.7 / GINZINGER shall retain title to all goods delivered by it, until the invoice amounts plus interests and costs have been paid in full. PRINCIPAL hereby assigns to GINZINGER its claim arising from the resale of goods subject to retention of title, even if these have been processed, transformed or mixed, in order to secure GINZINGER's purchase price claim. The PRINCIPAL is only authorized to dispose of the goods subject to retention of title in the event of resale with deferral of the purchase price under the condition, that he notifies the secondary buyer of the security assignment at the same time as the resale, or notes the assignment in his business books. Upon request, PRINCIPAL shall notify GINZINGER of the assigned claim and its debtor and provide all information and documents required for the collection of the claim, and notify the third-party debtor of the assignment. In the event of seizure or other claims, PRINCIPAL is obliged to point out GINZINGER's right of ownership and to inform GINZINGER immediately.

8.8 / All prices are based on the current state of information and the data provided when the offer is made. Subsequent requests for changes shall be charged at cost and in accordance with GINZINGER's current hourly rates.

8.9 / The prices quoted in the offer are based on the current dollar exchange rate on the date of the offer as well as the prices, availability and delivery times of the component manufacturers. We reserve the right to adjust the terms of the offer due to exchange rate fluctuations, changes in component availability, delivery times or purchase prices, changes in labor and material costs.

8.10 / The current hourly rates of Ginzinger electronic systems GmbH according to the appendix shall apply.

8.11 / Unless otherwise agreed, shipment shall be EXW
 Gewerbegebiet Pirath 16, Weng im Innkreis, in accordance with INCOTERMS 2020.

8.12 / The prices are valid for delivery in accordance with the INCOTERMS 2020 stated in the offer. All prices are net prices. Taxes, customs duties and fees of any kind incurred outside Austria are not included in the price and shall be borne by PRINCIPAL.

8.13 / Incoming payments shall first be offset against compound interest, interest and ancillary charges, the pre-litigation costs, such as the costs of a lawyer and debt collection agency, shall only then be offset against the outstanding capital, starting with the oldest debt.

8.14 / Bank charges shall be borne by the PRINCIPAL and are due for payment immediately. Payments must be made without deductions, regardless of the reason.

8.15 / GINZINGER has the right to transmit the invoice electronically.

8.16 / The opening of insolvency proceedings against PRINCIPAL's assets, the discovery of circumstances that jeopardize or complicate the collection of our claims or make PRINCIPAL's inability to pay appear doubtful, or the receipt of information about PRINCIPAL's financial and/or income situation that is unfavorable in GINZINGER's view, shall entitle GINZINGER, without prejudice to other rights, to demand corresponding payment, shall be entitled, without prejudice to other rights, to demand appropriate securities or to withdraw from the contract without setting a grace period and to declare all claims arising from the business relationship due immediately, even if bills of exchange or checks have been accepted or payment in installments has been granted.

9 / WARRANTY

9.1 / GINZINGER shall be obliged, subject to compliance with the agreed terms of payment, to remedy any defect affecting the functionality of the goods which exists at the time of delivery and which is due to a defect in design, material or workmanship, in accordance with the following provisions. GINZINGER reserves the right to choose the respective warranty remedy (repair, exchange, return of the goods).

9.2 / Unless otherwise agreed, a warranty period of twelve (12) months shall be deemed agreed. This shall also apply to goods and services that are firmly attached to a building or land. The warranty period shall commence at the time of delivery to the PRINCIPAL.

9.3 / If the delivery or service is delayed for reasons that are not within the sphere of GINZINGER, the warranty period shall begin two (2) weeks after the readiness for delivery or service.

9.4 / PRINCIPAL must inspect the delivered goods immediately for any defects. The warranty claim presupposes that the PRINCIPAL has immediately notified

GINZINGER in writing of the defects, that have occurred and that the notification is received by GINZINGER. PRINCIPAL must immediately prove the existence of the defect, in particular provide GINZINGER with the documents or data available to it. The type and scope of the alleged defect must be clearly stated in the notice of defect. In the event of a defect subject to warranty in accordance with point 9.1, GINZINGER shall, at its discretion, repair the defective goods or the defective part at the place of performance or have them sent to GINZINGER for the purpose of rectification or make an appropriate price reduction.

9.5 / For warranty work at PRINCIPAL's premises, the necessary auxiliary staff, lifting equipment, scaffolding and small materials etc. shall be provided. Replaced parts shall become the property of GINZINGER.

9.6 / If goods are manufactured by GINZINGER on the basis of design data, drawings, models or other specifications of PRINCIPAL, GINZINGER's liability shall only extend to execution in accordance with the conditions.

9.7 / Unless otherwise agreed, the warranty shall not cover defects resulting from arrangement and assembly not carried out by GINZINGER, inadequate equipment, failure to observe the installation requirements and conditions of use, overloading of parts beyond the performance specified by GINZINGER, negligent or incorrect handling and use of unsuitable operating materials or subject to normal wear and tear; this shall also apply to defects attributable to material provided by PRINCIPAL. GINZINGER shall also not be liable for damage caused by the actions of third parties, atmospheric discharges, overvoltage and chemical influences. The warranty does not apply to the replacement of parts that are subject to natural wear and tear.

9.8 / The warranty shall expire immediately if PRINCIPAL itself or a third party not expressly authorized by GINZINGER makes changes or repairs to the delivered items without the written consent of GINZINGER.

9.9 / Provisions 9.1. to 9.8. shall also apply analogously to liability for defects on other legal grounds.

10 / LIABILITY, COMPENSATION FOR DAMAGES

10.1 / The product shall be produced in accordance with the production documents and/or material to be provided by PRINCIPAL. GINZINGER shall not be liable for defects of the product and for consequential damages of PRINCIPAL or third parties, insofar as these arise due to defects in the production documents and/or due to defects in the material to be provided by PRINCIPAL or cannot be tested by GINZINGER to the appropriate extent (e.g. no functional test desired).

10.2 / GINZINGER shall only be liable for damages outside the scope of application of the Product Liability Act, if intent or gross negligence can be proven within the scope of the statutory provisions. The existence of gross negligence must be proven by PRINCIPAL. GINZINGER's total liability in cases of gross negligence shall be limited to the net order value or to EUR 500,000, whichever is lower. GINZINGER's liability per case of damage shall be limited to 25% of the net order value or EUR 125,000, - whichever is lower. Unless otherwise agreed, liability for slight negligence, with the exception of personal injury, as well as compensation for consequential damage, pure financial loss, indirect damage, loss of production, financing costs, costs for replacement energy, loss of energy, data or information, loss of profit, unrealized savings, loss of interest and damage from third-party claims against PRINCIPAL, shall be excluded.

10.3 / Unless otherwise agreed, any compensation for damages shall be excluded in the event of non-compliance with any conditions for installation, commissioning and use (such as those contained in the operating instructions) or the official approval conditions.

10.4 / Within the scope of application of the Product Liability Act, GINZINGER shall be liable for body injury and property damage suffered by a consumer. GINZINGER shall not be liable for property damage suffered by an entrepreneur. Furthermore, PRINCIPAL's recourse pursuant to S 933b ABGB (Austrian civil code) is excluded. Claims for damages shall expire at the latest three years after delivery.

10.5 / If contractual penalties have been agreed, any further claims by PRINCIPAL are excluded, irrespective to the legal basis.

10.6 / The provisions of clause 10 shall apply conclusively to all claims of PRINCIPAL against GINZINGER, irrespective of the legal -basis and -title, and shall also apply to all employees, GINZINGER's subcontractors and sub-suppliers.

11 / EXCLUSION OF SET-OFF / BAN ON ASSIGNMENT

11.1 / PRINCIPAL shall not be entitled to set off any counterclaims it may have against GINZINGER, under any title whatsoever against claims of GINZINGER.

11.2 / PRINCIPAL shall not be entitled to assign claims against GINZINGER to third parties or otherwise dispose of them in favor of third parties. Assignments or other dispositions made contrary to this prohibition shall be legally invalid.

12 / NON-SOLICITATION CLAUSE

12.1 / The contracting parties mutually undertake to refrain from enticing away employees employed by them for the duration of this contractual relationship and beyond until one year after the end of the business relationship.

12.2 / Enticement shall also be deemed to occur if the enticed employee is employed by a company that has a business relationship or a de facto close relationship with the other contracting party.

12.3 / Enticement shall also be deemed to have occurred, if the enticed employee enters into a contractual relationship as an independent contractor or freelancer with the other contracting party or with a company that has a business relationship or a de facto close relationship with the other contracting party.

12.4 / In each case of a breach of this non-solicitation clause, the soliciting contracting party shall pay the other contracting party a contractual penalty not subject to judicial mitigation in the amount of a gross annual salary (plus employer's contributions) based on the last monthly salary of the solicited party. The right to claim further damages remains unaffected by this.

13 / CONFIDENTIALITY, PRIVACY AGREEMENT

13.1 / PRINCIPAL shall be obliged to maintain confidentiality with regard to all information and data of which it becomes aware in the context of this contractual relationship and shall use such information and data exclusively for the purpose of fulfilling the contract.

13.2 / PRINCIPAL shall impose this obligation on its employees and any subcontractors.

13.3 / The confidentiality obligation shall continue to apply in full even after termination of the contractual relationship.

13.4 / PRINCIPAL expressly agrees that GINZINGER may collect, process and use the personal data that PRINCIPAL has provided or will provide in the future for marketing purposes, including by setting up a customer file. This consent includes in particular the transmission of information for the purpose of advertising by fax, letter, e-mail or any other method of transmission. This consent may be revoked by the PRINCIPAL at any time with effect for the future.

14 / COMPLIANCE WITH EXPORT REGULATIONS

14.1 / PRINCIPAL shall comply with the applicable provisions of national and international (re-)export regulations when passing on the goods delivered by GINZINGER and the associated documentation to third parties, regardless of the manner of provision or the services provided by GINZINGER, including technical support of any kind. In this case, when passing on the goods or services to third parties, PRINCIPAL must comply with the (re-)export regulations of the country in which GINZINGER has its registered office, the European Union, the United Kingdom of Great Britain and Northern Ireland and the United States of America.

14.2 / If required for export control checks, upon request PRINCIPAL shall provide GINZINGER immediately with all necessary information, including information on the final recipient, final destination and intended use of the goods or services.

15 / INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHTS

15.1 / If goods are manufactured by GINZINGER on the basis of design information, drawings, models or other specifications of PRINCIPAL, PRINCIPAL shall indemnify and hold GINZINGER harmless in the event of any infringement of property ts.

15.2 / Execution documents such as plans, sketches and other technical documents as well as samples, catalogues, brochures, illustrations and the like, shall always remain the intellectual property of GINZINGER and shall be subject to the relevant statutory provisions regarding reproduction, imitation, competition, etc. Point 2.2 also applies to execution documents.

16 / CALLING OFF ORDERS

16.1 / The call-off quantities made by PRINCIPAL must correspond to the lot sizes agreed in the (framework-) offer.

16.2 / Call-offs after the agreed (framework-) order term are only possible by mutual agreement and, additionally to the agreed price, monthly storage and financing costs based on the monthly interest rate of the respective current EURIBOR 3 month interest rate + 0.5 %, related to the still open (framework-) order value will be invoiced.

16.3 / Residual material, which cannot be used in the (framework-) order due to packaging units or minimum order quantities and has been purchased by the PRINCIPAL shall be delivered and invoiced to the PRINCIPAL three (3) months after delivery of the last (framework-) production batch, unless a follow-up order has been agreed within this period. The residual material shall be invoiced on the basis of the GINZINGER purchase prices plus a processing fee of 15% of the purchase price.

16.4 / Furthermore, the following applies:

- a) In the case of framework agreements, approval is automatically granted for the purchase of all material to cover the framework volume.

- b) Excess material worth up to 10% of the framework volume is considered accepted.
- c) After expiry of the term of the (framework-) order or in the event of withdrawal from or termination of the contract, the remaining material (incl. 15% processing fee), semi-finished material (incl. 15% processing fee), finished products (incl. 15% processing fee) as well as services rendered, but not yet invoiced (in accordance with the current GINZINGER's hourly rates) shall be automatically invoiced and delivered after three (3) months at the latest.
- d) Prolonged storage can only be agreed by mutual consent; a monthly financing and storage fee of 2.5% of the material value of the unused storage material shall be charged.

17 / FINAL PROVISIONS

17.1 / Amendments or additions to this GDC as well as all notifications and declarations must be made in writing to be legally effective. This shall also apply to any waiver of the written form requirement. Transmission by e-mail or fax fulfills the written form requirement.

17.2 / The invalidity or ineffectiveness of individual provisions of these GDC shall not affect the validity of the remaining provisions. In this case, those agreements shall be deemed to have been made, which come closest to the economic purpose of the invalid or ineffective provision and the intention of the parties.

17.3 / Notifications shall be sent to the address last notified in writing. PRINCIPAL is obliged to notify GINZINGER immediately in writing of any change of address, otherwise, notices sent to the PRINCIPAL's last address notified in writing, shall be deemed to have been effected. Unless expressly stated otherwise, the date of posting shall be decisive for the timely receipt of a notification.

17.4 / The place of performance for all obligations resulting from the business relationship shall be the registered office of GINZINGER in A-4952 Weng im Innkreis.

17.5 / The risk for a service or an agreed partial service shall pass to PRINCIPAL upon its provision.

17.6 / For all disputes arising from or in connection with the contractual relationship in question, the exclusive jurisdiction of the court with subject-matter and local jurisdiction at the registered office of GINZINGER is agreed. GINZINGER also reserves the right to take legal action against PRINCIPAL at its general place of jurisdiction.

17.7 / Austrian substantive law shall apply exclusively. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

17.8 / Any claims of PRINCIPAL must be asserted in court within one year of the due date, otherwise they shall be excluded. Timeliness shall be determined by the date on which the pleading, initiating the proceedings, is received by the court.

17.9 / Performance of the contract by GINZINGER is subject to the proviso that there are no obstacles to performance due to national or international (re-)export regulations, in particular no embargoes and/or other sanctions.