

General Terms and Conditions of Purchase

LTW Intralogistics GmbH

(hereinafter referred to as "Purchaser")

Achstrasse 53, A-6922 Wolfurt/Austria

1. Validity and Scope

- 1.1. Effective immediately, any and all purchases and contracts of the Purchaser with the Supplier shall be exclusively governed by these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP"), except as expressly amended by separate written agreement.
- 1.2. The Supplier's own (general) provisions and/or provisions diverging from these GTCP shall not be incorporated into the contract and shall have no effect.
- 1.3. Amendments to or modifications of these GTCP and/or the annexes hereto shall not be effective unless made in writing. Deviating or supplementary terms and conditions will not be binding on the Purchaser unless expressly counter-confirmed by the Purchaser and shall only apply to the respective individual transaction agreed.

2. Quotation

- 2.1. By a request for quotation (RFQ) from the Purchaser, the Supplier is requested to submit to the Purchaser a quotation, free of charge, based on these GTCP.
- 2.2. The Supplier's quotation shall expressly show in detail all incidental expenses that may be incurred by the Purchaser for taxes, charges, duties, packaging, transportation, license fees, etc.

3. Purchase Order / Order Acknowledgment / Price

- 3.1. The Purchaser will place a written purchase order with the Supplier through electronic data interchange (EDI) or by e-mail (in PDF or signed form).
- 3.2. Such a purchase order, including the annexes thereto (drawings, technical specifications and other documents) will be deemed to supplement the GTCP or may amend individual clauses thereof.
- 3.3. Prices are fixed prices without value-added tax, which include all expenses of the Supplier incurred in connection with the fulfillment of its deliveries and services.
- 3.4. Subsequent price and quantity changes will only be recognized if they have been confirmed separately and in writing by the Purchaser. The orders placed by the Purchaser are, provided certain delivery times have been agreed, to be regarded as transactions where time is of the essence within the meaning of the law.

4. Delivery, Place of Delivery, Date of Delivery

- 4.1. The ordered products, goods and/or services shall be delivered and/or provided according to the instructions of the Purchaser and these GTCP.
- 4.2. In the absence of any such instructions, the Supplier shall be responsible for proper packaging and transportation. The Supplier shall expressly point out to the Purchaser and to any forwarding agent or carrier employed any special care to be taken during unloading (including unpacking).
- 4.3. Packaging shall not be separately paid. Any returns that may be required shall be separately agreed upon.
- 4.4. In the event of transportation of products, goods and/or services being delayed for any reason whatsoever for which the Purchaser cannot be held responsible, the Supplier shall notify the Purchaser without delay and/or properly store the goods at its own expense and risk.
- 4.5. Unless otherwise agreed, the place of delivery shall be the Purchaser's registered office (designated factory) in accordance with CIP INCOTERMS 2020.
- 4.6. The date of delivery shall be the day the goods are received by the designated factory (place of delivery) of the Purchaser.
- 4.7. In the event of any delays in delivery due to circumstances within the control of the Supplier, the Purchaser shall be entitled, at its option, either to claim subsequent delivery and damages for delay (if applicable, plus the penalty set forth in Clause 10) or to waive subsequent delivery, rescind the contract and claim damages for failure to perform. The Purchaser's acceptance of a late delivery shall not constitute a waiver of claims for further damages.
- 4.8. Events of force majeure or other disruptions suffered by the Purchaser that result in production outbacks or stops at the Purchaser shall release the Purchaser from its obligation to take receipt and/or pay damages, if any, for the duration and to the extent of the effects of such force majeure events.
- 4.9. Reservations of title on the part of the Supplier are not accepted by the Purchaser.
- 4.10. Any necessary storage instructions shall be pointed out separately in any and all documentation, failing which the Supplier shall be liable for any damage resulting from improper storage. In the event of the Purchaser being unable to comply with the specified storage instructions, the Purchaser will notify the Supplier, and both parties shall reach an agreement and/or the Purchaser shall be entitled to rescind the contract.

4.11. It shall fall solely within the Supplier's responsibility and duty to cause the required export licenses to be obtained and to ensure that any and all export, import, transit and inspection regulations and formalities are complied with (see Sub-clause 2.2).

4.12. The Supplier is obligated to obtain, at its expense, export licenses, if any, for export to the Purchaser's country and, if necessary, from there to foreign countries. The Supplier assures that at the time the purchase order is placed the complete delivery of the subject matter of the purchase order is ensured and does not conflict with any restrictions imposed by public authorities or any other restrictions on the complete delivery and provision of service. Otherwise, the Supplier shall be liable for any damage incurred by the Purchaser. The Supplier shall notify the Purchaser of any potential emerging prohibitions/restrictions on export in due course and shall submit alternatives to the Purchaser free of charge at an early stage.

5. Quality Requirements

5.1. Products, goods and/or services shall be delivered and/or provided according to the legal provisions and standards as amended from time to time and as set forth in the purchase order itself or in its enclosures and shall expressly comply with the state of the art in science and engineering.

5.2. The Supplier is obligated to check the specifications, drawings, technical data, descriptions, samples, etc. specified in the purchase order and the annexes thereto when developing and manufacturing the products, goods and/or services, taking into account the (relevant specified) legal provisions immediately upon receipt of such documents and to strictly comply with such specifications when executing the purchase order. The Supplier shall immediately notify the Purchaser of any discrepancies and/or other defects the Supplier may become aware of when checking and/or executing the purchase order. The Supplier shall be under express and full obligation to inform the Purchaser.

5.3. To the extent the specifications included in the purchase order and the annexes thereto do not define the quality of the goods, the Supplier shall warrant the consistent quality of its products for current and future purchase orders according to the state of the art in science and engineering.

5.4. The Supplier shall notify the Purchaser of any changes in quality at an early stage. Upon request of the Purchaser samples and/or specifications must be provided in advance and need to be approved by the Purchaser. In case of changes in quality without prior notification, the Purchaser shall be entitled to refuse to accept the goods. The Supplier shall be liable for any direct and indirect damage resulting therefrom.

5.5. If special working drawings or design documents are required for manufacturing and/or providing specific products, goods and/or services, the Supplier shall submit such drawings or documents to the Purchaser for approval in advance.

5.6. The Supplier shall not be entitled to subcontract the orders placed, in whole or in part, except with the prior written consent of the Purchaser. If the Purchaser gives its consent to the subcontracting of part of an order placed, the Supplier shall in particular impose any and all duties and obligations on the subcontractor.

5.7. The Purchaser shall be entitled to inspect at any time the manufacture and/or provision of the products, goods and/or services and the work progress made by the Supplier and/or by subcontractors according to the agreed quality specifications as set forth in the purchase order and the annexes thereto. Furthermore, the Purchaser shall be entitled to perform such inspections also on the business premises of the Supplier, including inspections by competent authorities or regulatory bodies. This shall also include inspection of planning, manufacturing with respect to quality and scheduling, sampling, packaging with respect to quality and conformity of packing lists with contents, loading inspection, etc. For that purpose, the Supplier shall grant the Purchaser or its agents access to the respective workshops and documents. Inspection or waiver of inspection on the part of the Purchaser shall under no circumstances limit the obligations of the Supplier. The Supplier and/or the Purchaser shall each bear their own costs incurred for their personnel and/or inspection team. In the event of inspection not being (successfully) completed for reasons within the control of the Supplier, any and all costs resulting from re-inspection shall be borne by the Supplier.

5.8. The Purchaser shall be notified in a verifiable manner of any product changes, changes in the manufacturing process and/or change in manufacturer, if any, at an early stage. Such changes will be deemed to result in a new quotation. The Purchaser may refuse to accept such changes without giving reasons. Furthermore, the Purchaser may qualify such changes as a breach of contract and shall be entitled to refuse acceptance or to rescind the contract or to claim a reduction of the purchase price and to claim damages.

5.9. The Supplier shall notify the Purchaser of any planned production stops and/or relocation of production by the Supplier at an early stage, no later than six months prior to the delivery deadline.

6. Ownership of Tools

6.1. In the event of the Purchaser paying all or part of the costs of the engineering and manufacturing of tools or all or part of the purchase price of tools, absolute title to such tools shall pass to the Purchaser. The Supplier shall separately store and conspicuously and appropriately mark such tools as the property of the Purchaser.

- 6.2. The Supplier shall be responsible for and shall pay the costs of standard maintenance of such tools. Furthermore, the Supplier shall bear the risk of accidental destruction, loss, deterioration and damage.
- 6.3. In the event of the Supplier failing to perform such obligation, the Purchaser shall be entitled to claim damages from the Supplier as well as the return of any benefit derived and to rescind any current contracts with the Supplier in whole or in part without any compensation for the Supplier.

7. Documentation

- 7.1. Documentation shall mean any and all documents in written, graphical or other form that accompany the Supplier's goods and services and are intended to enable the Supplier and the Purchaser to perform their obligations hereunder in the most economical manner. Such documents relate to manufacturing, quality control, hazard potentials, safety regulations, shipment, transportation, export, import, customs clearance, payment of taxes, identification of parts, logistics, storage, assembly, commissioning, training, bookkeeping, accounting, plant management, repair, maintenance, procurement of spare parts, etc. Documentation shall be an essential component of the Supplier's scope of goods and services.
- 7.2. The Purchaser shall acquire an unrestricted and (if additionally agreed) exclusive right to use such documentation.
- 7.3. Documentation shall be submitted in the scope specified in the purchase order. Where not specified in detail, documentation shall correspond, in scope, quality and scheduling, to the specific transaction and shall be prepared in German, English and/or in the language specified by the Purchaser. Documentation shall be delivered to the Purchaser in digital format on a standard data storage medium in readable format.
- 7.4. Shipping documentation: The documentation shall clearly show the complete and correct order number, identification number, contract article number and item number, in addition to the description of the goods, to enable, for example, the respective customs tariff to be clearly assigned. The part description shall be identical in any and all documentation and is required to be identically worded in drawings, parts lists, packing lists and shipping documents.
- 7.5. Documentation of origin: The Supplier shall attach, free of charge, a valid proof of preferential origin (movement certificate, GSP certificate of origin, certificate of origin, confirmation of origin, declaration of origin, etc.) to the products and/or goods to be delivered in cross-border traffic. Unless otherwise agreed, the country of the Supplier will be deemed to be the country of origin. Any and all duties, charges and additional expenses incurred as a result of failure to produce such documents or of incorrect statements shall be borne by the Supplier.
- 7.6. Inspection documentation: To the extent required in connection with the transaction, the inspection documentation to be supplied by the Supplier shall consist of reports on quality control, test records, etc., in addition to time schedules and progress reports.
- 7.7. Assembly documentation: Documents and instructions on proper and cost-effective assembly shall be produced.

8. Payment

- 8.1. Payment shall be made within 60 (sixty) days net upon receipt of the invoice and the goods at the Purchaser's registered office or at the agreed place of delivery.
- 8.2. Payment of the invoice shall not constitute approval and/or acceptance of the products, goods and/or services by the Purchaser or a waiver by the Purchaser of any claims under warranty and/or guarantee.
- 8.3. The Supplier shall not set off any claims it may have on the Purchaser against any claims the Purchaser may have on the Supplier.
- 8.4. By presenting the final account, the Supplier declares to have thereby asserted any and all claims arising from the respective transaction and to raise no additional claims.

9. Inspection, Notification of Defects, Refusal to Accept

- 9.1. As a matter of principle, the values of the quantity delivered, mass, weight and quality requirement determined by the Purchaser during acceptance testing and/or receiving inspection shall basically be binding. The Purchaser will notify the Supplier in writing of any defects as soon as such defects are identified in the ordinary course of business of the Purchaser.
- 9.2. The Supplier expressly waives the plea of late notification of defects and approval without reservation.
- 9.3. Upon notification of defects, the Purchaser will grant the Supplier an additional period of time of reasonable length for rectification of the defects free of charge at the place designated by the Purchaser or for the delivery of replacement free of charge. The reasonableness of such an additional period will depend, among other factors, on the importance for the end customer. In individual cases, "reasonable" may therefore also mean "without delay".
- 9.4. In the event of the Supplier failing to comply with the said additional period, the Purchaser shall be entitled, without further request and/or notice, to remedy the defects or cause substitute performance to be effected by third parties, in each case at the expense and risk of the Supplier.
- 9.5. In the event of a major defect, the Supplier shall take back the goods (product and/or service) at its expense and shall refund to the Purchaser the price already paid and shall reimburse the Purchaser for any proven expenses incurred in connection with the inspection of the goods (product and/or service) and with any unsuccessful attempts to rectify the defects. In any event, the Purchaser shall be entitled to deduct from the purchase price the reduction in value, if any, of the defective part.
- 9.6. If the Purchaser incorporates the goods (product and/or service) delivered as a component into a product and the defect is not revealed until the product is operated, the Purchaser shall be entitled to notify defects of any kind at any time until the relevant period of limitation has expired.
- 9.7. In the event of a justified notification of defects, the Supplier shall reimburse the Purchaser for any expenses incurred in connection with the remedying of the defect.

- 9.8. If, in the opinion of the Purchaser, a defect may be presumed to occur also in other parts delivered by the Supplier, the Purchaser shall be entitled to create a recall and/or replacement campaign for parts identified to be defective.
- 9.9. The Supplier shall, at the Purchaser's option, repair or replace, at its own expense, any and all parts already delivered. This shall also apply if the warranty period has already expired, to the extent such defective parts are likely to damage other objects or, in particular, pose a risk to life and limb.

- 9.10. Moreover, the Supplier shall indemnify the Purchaser for any losses incurred in connection with such a replacement campaign.
- 9.11. The Purchaser shall be entitled to refuse to take delivery of, and pay, products, goods and/or services until any defects that the Purchaser is unable to prevent by reasonable means have been remedied.

10. Penalties

- 10.1. In the event of the Supplier failing to meet the deadlines stipulated in the purchase order, the Supplier – unless otherwise agreed – shall pay penalties as set forth hereinbelow which are not subject to the judicial right of reduction and are calculated on the basis of the total order value, regardless of the occurrence of an actual loss, until the actual date of delivery. If the occasion arises, penalties can also be deducted from the current accounts and/or accounts receivable of the Supplier. The Purchaser reserves the right to assert claims in excess thereof.
- 10.2. Penalties for deliveries (including documentation) and services shall amount to 1% for each commenced week of delay, and shall not exceed 20% of the total order value.
- 10.3. The Supplier's obligation to pay penalties shall arise upon the occurrence of delay. Upon taking delivery, the Purchaser shall not be required to express any reservations to protect the claim for payment of penalties.
- 10.4. Payment of penalties shall not release the Supplier from its obligation to perform or from any responsibilities resulting therefrom.
- 10.5. Even if penalties are provided for in the purchase order (e.g. penalties for non-performance), this shall not release the Supplier from its obligation to ensure that its goods and services comply with the guaranteed intended use.

11. Guarantee/Warranty

- 11.1. The Supplier is aware that the Purchaser's products are used worldwide for ascending and transportation aids in passenger transportation systems or conveying systems. Therefore, unless express guarantees have been made, the goods to be delivered shall, in any event, comply with the state of the art in science and engineering at the time they are delivered and shall expressly provide the degree of safety that can be expected, having regard to all the circumstances, considering in particular but not exclusively the presentation of the product, the use of the product that can be reasonably expected and the time the product is put into circulation.
- 11.2. The Supplier warrants that the goods delivered are free from defects in development and design, that the specified material or, where no material has been specified, suitable material is used, that the material used is free from defects, that the products delivered are free from defects in workmanship and assembly, that the documentation is correct and complete and that all other requirements set out in the purchase order and the annexes thereto are met.

- 11.3. The warranty period shall be 24 months from the time the goods are put into operation or at the latest 48 months from the time the goods are received or accepted by the Purchaser (designated factory) or at any other place of delivery designated by the Purchaser.

- 11.4. In addition to the characteristics that are expressly specified or otherwise guaranteed or generally taken for granted, the Supplier guarantees that its deliveries, products, goods and services are complete, in good working order and fit for the specific requirement, and guarantees in particular, but not exclusively, the fitness of the goods and services for the operating conditions prevailing on site during continuous operation and in conjunction with the complete system, compliance with any and all standards applicable on site and any and all regulatory requirements (in particular those regarding safety and environmental protection), uninterrupted availability in compliance with performance and consumption values, ease of assembly, maintenance and repair, and in particular design according to the state of the art in science and engineering, and also that any and all required certificates of conformity and conformity marks, licenses, accreditations, permits, approvals and certificates are on hand.

- 11.5. The Supplier warrants to the Purchaser that the products, goods and/or services delivered and/or provided comply with the legal and regulatory provisions applicable in the country of destination for their world-wide distribution and use in the country of destination and do not infringe any third-party rights. The Supplier shall be equally liable for goods and components and/or services that are delivered and/or provided by the Supplier but were not produced by the Supplier.

- 11.6. In the event of components or assembly groups being replaced, the warranty and/or any guarantee period that may have been agreed shall recommence for the components or assembly groups of the Supplier that have been replaced.

- 11.7. Unless specially agreed, it shall be the Supplier's responsibility to take out any insurance policies that may be deemed necessary.

12. Industrial Property Rights / Intellectual Property Rights

- 12.1. To the extent that the Supplier delivers to the Purchaser products in which intellectual property rights (e.g. patents, brands, designs, copyrights) or other rights exist, the Supplier shall ensure that the Purchaser is granted all rights necessary to use the products world-wide, without any limitation as regards object or time, and without being required to pay any further remuneration. Where and whenever the Supplier cannot ensure this, it shall inform the Purchaser thereof in writing and without delay. In that case the Purchaser shall have the right to withdraw from the contract.

- 12.2. If claims are raised against the Purchaser by a third party for an infringement of rights with regard to products supplied by the Supplier, the Supplier shall indemnify the Purchaser at first demand, unless (i) no infringement has occurred; (ii) the infringement is not due to a legal defect; (iii) the Supplier

- is not responsible for the infringement; or (iv) the warranty claims have become statute-barred.
- 12.3. Any use of registered and/or non-registered marks (e.g. brands, names, logos) as well as of parts thereof by the Supplier is forbidden. The Purchaser may approve of the use of such marks in writing on a case-by-case basis.
- 12.4. Any intellectual property rights (which shall include but not be limited to patents, brands, designs, copyrights etc.) or other rights in the information made available by the Purchaser to the Supplier within the scope of the cooperation are owned exclusively by the Purchaser. Any use of such information which goes beyond the cooperation shall be subject to the Purchaser's prior written approval.
- 13. Research Premium**
- 13.1 The Purchaser reserves the right to claim a research premium pursuant to the Austrian Income Tax Act (EStG) or other research promotions from the deliveries and services commissioned in accordance with the statutory requirements, provided that those as a whole or parts of those are used for research projects, without the need to explicitly inform the Supplier thereof in each case.
- 14. Product Liability**
- 14.1. The Supplier shall be liable under the Austrian Product Liability Act ("Produkthaftungsgesetz") for the products and/or goods delivered by the Supplier.
- 14.2. In consideration of the provisions relating to product liability as applicable in the various countries, the products and/or goods delivered shall comply with an appropriate product safety standard for the countries where the goods are used.
- 14.3. The Supplier declares to have provided, by taking out an adequate insurance policy as customary in the ordinary course of business or in any other appropriate manner, for satisfying, to an adequate extent, any product liability claims that may be asserted against the Supplier.
- 14.4. In the event of a claim being asserted against the Purchaser in connection with the products and/or goods delivered by the Supplier, including without limitation claims under a product liability act (including Australia, Canada and the USA), the Purchaser will name the Supplier. Moreover, the Purchaser shall be entitled to claim damages and recourse in full from the Supplier for any and all expenses incurred in connection with such a claim.
- 15. Confidentiality**
- 15.1. The Supplier shall treat any and all confidential information received from the Purchaser within the scope of the business relationship confidential vis-à-vis third parties. It shall, in particular, protect such information from any unauthorized access by means of technical, organizational and legal measures, and shall use it exclusively within the scope of the cooperation. The following shall be deemed confidential information: (i) the fact that a business relationship with the Purchaser exists; (ii) the signing of the Contract as well as its content; (iii) any information developed jointly with the Purchaser within the scope of the cooperation; (iv) any and all information or documentation disclosed by the Purchaser to the Supplier within the scope of the cooperation; and (v) any and all knowledge gained by the Supplier within the scope of the cooperation and concerning operational and/or organizational processes at the Purchaser. This undertaking shall not apply if and insofar as (i) confidential information was already known to the Supplier afterwards through a third party in a lawful manner, i.e. without breach of a confidentiality agreement, a statutory provision or an administrative order; (ii) confidential information was already in the public domain at the time of the signing of the Contract or thereafter comes into the public domain without culpable breach of this confidentiality obligation; (iii) confidential information has been independently developed or discovered by the Supplier; (iv) its disclosure is required within the context of the cooperation or for the protection of the legal interests of the Supplier, provided that such disclosure takes place vis-à-vis auxiliaries which have been bound to secrecy in writing in accordance with the above obligation (e.g. sub-suppliers) or vis-à-vis advisors which are bound to professional secrecy; (v) the Purchaser has released the Supplier from its obligation; or (vi) statutory requirements, other applicable laws, or a court or administrative order require the disclosure. In such cases, the Supplier undertakes to inform the Purchaser without delay in writing in order to determine together with the Purchaser the scope of the disclosure to the extent permitted by law.
- 15.2. The right to terminate this Confidentiality Clause by due notice shall be excluded.
- 15.3. For each case of a culpable breach of this confidentiality clause the Supplier undertakes to pay to the Purchaser a contractual penalty in the amount of up to EUR 1,000,000.00. The objection of continuation of the breach shall be excluded to the extent that a breach is due to a willful conduct of the Supplier. The Purchaser reserves the right to assert further claims arising from a breach of the confidentiality obligation. Any violation of the confidentiality obligation shall entitle the Purchaser to withdraw from the contract.
- 15.4. Upon the Purchaser's request the Supplier shall (i) return to the Purchaser any and all confidential information received from the Purchaser within the context of the business relationship and (ii) thereafter delete such information completely along with all copies, if any, provided that no statutory requirement exists to retain such information.
- 15.5. The personal data of business partners and interested parties, which they provide to the Purchaser as part of the conclusion of the respective contract, shall be solely processed for the purpose of the performance of the contract as well as the promotion of the Purchaser's products with business partners and interested parties. The legal basis for this is article 6(1) lit. b and f of the GDPR or analogous regulations applicable to the Purchaser beyond the area of application of the GDPR. The Purchaser's legitimate interest is the continuity of the business relationship and fulfilment of all tasks resulting from it. Further details regarding the processing of personal data can be found on the Purchaser's website.
- 16. Rescission**
- 16.1. In the event of material breach of contract, the Purchaser shall be entitled to rescind the entire contract, in whole or in part, granting an additional period of time of reasonable length (not more than 14 days).
- Material breach of contract shall include, without limitation,
- The Supplier's failure to make manufacturing progress as stipulated in the purchase order at the respective dates;
 - Exceeding of deadlines for delivery and/or commissioning despite utilizing the maximum delay in delivery;
 - Failure to achieve the absolutely guaranteed values based on the values of the RFQ and/or contract specifications or details in the quotation and attempts to rectify the defects being unsuccessful;
 - Penalized guaranteed values exceeding the maximum amount of penalties stipulated in the contract despite attempts to rectify defects;
 - Delivery not meeting the requirements.
- 16.2. The Purchaser shall be entitled to rescind the contract at any time without observing any period of notice and without granting an additional period of time and if
- The Purchaser, even prior to delivery and/or takeover, has good and understandable cause to believe that the Supplier will not be able to perform its contractual obligations;
 - Reorganization proceedings are instituted against the Supplier or a relevant petition is dismissed for lack of assets;
 - The ownership structure, whether direct or indirect, of the company of the Supplier changes.
- 16.3. In the event of rescission, the Purchaser shall be entitled to perform, or cause to be performed by third parties, at the expense of the Supplier, such deliveries of goods and/or provision of services as have not been performed or have been insufficiently performed (substitute performance). The Purchaser may directly charge the related costs incurred, with a term of payment of 10 (ten) days from the date the account is rendered being deemed agreed and the Supplier waiving its right to set off any of its own alleged claims against the claims asserted by the Purchaser. The Supplier shall refund to the Purchaser any amounts already paid for any deliveries of goods and provision of services not effected, plus any financing expenses incurred by the Purchaser, with the Supplier waiving any right to set off such amounts against any of its own alleged claims.
- 16.4. If the exercise of the right to cause or effect substitute performance requires the Purchaser to access materials, in addition to any drawings, etc. located on the premises of the Supplier or of its subcontractors, the Supplier is obligated to surrender such materials to the Purchaser, which obligation shall survive the termination of the contract.
- 16.5. If the exercise of the right of rescission requires the Purchaser to access any industrial property rights, documentation (such as workshop drawings, calculations) or other information, the Supplier is obligated to procure the necessary rights, documentation and information for the Purchaser, which obligation shall survive the termination of the contract.
- 16.6. In the event of a rescission of the contract, the Purchaser shall be entitled to use the subject matter of the purchase order, free of charge, until a substitute solution is accepted.
- 16.7. In the event of operations of the Purchaser or the end customer being impeded by events of force majeure, the Purchaser shall be entitled to rescind the contract in whole or in part or demand performance at a later date, without any claims whatsoever arising on the part of the Supplier.
- 17. Place of Performance, Passing of Title**
- 17.1. The place of performance for any and all mutual obligations shall be the Purchaser's registered office, unless a different place was agreed in writing.
- 17.2. Title shall pass to the Purchaser upon delivery.
- 18. Applicable Law, Jurisdiction**
- 18.1. These GTCP and any and all related issues (purchase order, etc.) shall be governed by national material law in force at the Purchaser's registered office, to the exclusion of any conflict-of-law rules and to the express exclusion of the UN Sales Convention.
- 18.2. For both parties the court having subject matter jurisdiction over the Purchaser's registered office shall have exclusive jurisdiction for any and all disputes. However, the Purchaser shall be free to sue the Supplier in any other competent court.
- 19. General**
- 19.1. If individual clauses of these GTCP are held to be void or invalid for any reason whatsoever, the remaining clauses hereof shall remain in full force and effect. Instead of the invalid provision or to fill any gaps, the parties shall agree on a reasonable valid provision that, to the greatest extent possible, comes closest to what the parties would have intended if they had considered that point.
- 19.2. These GTCP shall also be applicable on the part of the Supplier in business transactions with all companies of the Doppelmayr/Garaventa Group, if they so desire.
- 20. Code of Conduct/Compliance**
- 20.1. The contracting parties' obligations arising under their business relation shall be governed by the corporate values, code of conduct, guidelines and laws summarized in the Code of Conduct of the Doppelmayr/Garaventa Group. The current version of the Code of Conduct is available on the Web at <http://www.doppelmayr.com>. The Supplier declares to be aware of the Code of Conduct and agrees to comply with the provisions contained therein.