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**General Terms and Conditions of the
Fachhochschule Vorarlberg GmbH
(University of Applied Sciences Vorarlberg)**

1. General

The terms and conditions stated below apply to all our orders, particularly also to all future transactions. Any other terms and conditions are only binding to us if they are confirmed in writing. This also applies if a supplier is referring to his own terms of delivery and contract terms. Verbal agreements, which contain additional obligations on our part, are only legally binding if they are confirmed by us in writing.

2. Order placement

- 2.1 Each order must be placed in writing in order to become legally binding. By accepting our order, these terms and conditions are also accepted.
- 2.2 If our order does not contain any prices or contains only pricing guidelines, then fixed prices have to be added by the supplier in the order confirmation, which, however, require our consent.
- 2.3 If the order confirmation deviates in any way from the contents of our order, then this fact has to be pointed out explicitly and our written consent has to be obtained. We are reserving the right to cancel the order if no consensual order acceptance has been achieved within 14 days.

3. Prices, terms of payment and invoicing

- 3.1 The agreed prices are fixed prices, which are guaranteed by the supplier for a period of twelve months from acceptance of our order. If, however, the supplier lowers his prices prior to the delivery date, then this price decrease must be passed on to us.
- 3.2 The agreed prices are understood to include the cost of shipping and handling as well as freight charges to our offices. The additional costs for more expensive packaging than agreed have to be borne by the supplier. At our request, packaging has to be taken back by the supplier at his expense after stating a collection date. We are, however, also entitled to keep the packaging.
- 3.3 If nothing else has been agreed (e.g. as part of the order), we shall pay within 30 days, whereby the due date is calculated from the date of receipt of goods and receipt of invoice. If the goods are delivered prior to the invoice, then the due date shall be calculated only from the date of receipt of the invoice.
- 3.4 C.O.D. shipments are not accepted.

4. Shipping, transfer of risk

Shipping to the place of fulfilment (ship-to location) is always carried out at the risk and cost of the supplier. The risk is only transferred after the receipt of the shipment is signed by us at the point of delivery. Any costs which arise from non-compliance with the shipping procedure are also borne by the supplier.

5. Date of delivery and penalty

- 5.1 The completion and delivery deadlines, which are determined in the order form upon placement of the order, are legally binding and must be complied with. Any delay in the delivery has to be reported by the supplier as early as possible and a new delivery deadline has to be requested in writing, stating reasons thereto, and we shall reserve the right to accept same or not. Deliveries ahead of time also require our explicit consent. In case of non-compliance with the agreed delivery deadline or upon improper compliance with the terms of the contract in a timely manner, to the agreed location and in the agreed manner, we are entitled - apart from any other legal remedies - to cancel the entire contract without granting a grace period or to demand damages for non-compliance or to place a replacement order with a third party. The supplier has to reimburse any additional costs incurred due to non-compliance with the delivery deadlines. If partial deliveries or late deliveries or services are accepted, then it does not constitute a waiver of these or other claims.
- 5.2 Upon exceeding the delivery deadline, which was not agreed by us, we are entitled to deduct a penalty equal to 0.1% for every day of the delivery delay, regardless of any other legal remedies (e.g. damage claims) or to cancel the contract. In the event of cancellation of the contract we are also entitled to charge damage claims (e.g. for a replacement order).

6. Acceptance and warranty

- 6.1 Goods and services are only considered accepted if an examination has taken place at the place of use. The required notification of defects according to §§ 377 et seq. of the Austrian Commercial Law (UGB) is explicitly waived. If the delivery does not meet the requirements of the order, then we are entitled - apart from other legal remedies - not to accept the order.
- 6.2 Each delivery to us must be accompanied by a delivery note. We reserve the right to refuse delivery without a delivery note.
- 6.3 If the operation and maintenance of a delivered object requires a user manual, drawings, operating instructions, etc. or if these are customary, then they form an integral part of the order and have to be handed over no later than upon delivery.
- 6.4 The warranty regulations of the Companies Act are excluded; the provisions of the Austrian General Civil Code (ABGB) apply. According to that, each supplier shall provide full warranty. If after acceptance the delivery does not meet the order specifications, then we are entitled -apart from any legal remedies- to return the delivery or to demand a replacement free of charge.
- 6.5 Any defects which occur during the warranty period have to be fixed immediately by the supplier free of charge. This obligation has to be met at the place of delivery. If the supplier does not meet his obligation immediately, then we are entitled to have the defects fixed at the account and risk of the supplier. In case of replacement of the delivery or fixing any defects the warranty period for the replacement parts shall commence anew.
- 6.6 Furthermore, the supplier shall provide a 12-month-warranty, during which he shall be liable for any defects regardless of his own fault and regardless when these defects occurred.

7. Product liability

- 7.1 A failure to notify of any defects does not affect any claims according to the Product Liability Act (PHG) under any circumstances.
- 7.2 The supplier is obligated in any event to disclose to us upon demand within 3 weeks the name of the manufacturer - or for imported products the name of the importer - and to provide us all other information which is necessary to file claims according to the Product Liability Act (PHG).
- 7.3 The liability for damages to persons and property cannot be restricted or excluded.

8. Assignment, contract take-over

An assignment of the obligation of the supplier as the result of the contract is only possible with our explicit, written consent. We are entitled, however, in any event to pay the original creditor to satisfy the debts.

9. Sketches and drawings

Any manuscripts, sketches, drawings and samples etc. shall remain our property and may not be used in any other way, otherwise liability from damages shall be incurred. They are to be returned upon delivery.

10. Intellectual property rights

The supplier warrants that no third-party intellectual property rights and copyrights are affected and the unrestricted use of the delivered goods is guaranteed. If a third party should claim any intellectual property rights and copyrights in connection with the delivered goods, then the supplier shall indemnify us and hold us harmless in the event of such a dispute.

11. Place of fulfilment and place of venue

11.1 The place of fulfilment is reflected in every order form respectively in our bidding documents.

11.2 The exclusive place of venue shall be a competent court at the registered office of our company in Dornbirn. However, we are also entitled to file a lawsuit at the place of venue of the supplier.

12. Applicable law

Only Austrian law shall apply to the contractual relationship between the supplier and ourselves, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Miscellaneous

If a provision of these terms and conditions or a provision within the framework of any other agreements should be or become invalid, then the validity of all other remaining provisions or agreements will not be affected. The invalid provision shall be replaced by such a provision that comes closest from an economic point of view.