



General Terms and Conditions of A1 Telekom Austria AG for Purchasing Consulting Services and Other Services

Version February 2019

The Customer – as named in the purchase order - is a company belonging to Telekom Austria Group.

These General Terms and Conditions for Purchasing Consulting Services and Other Services (hereinafter referred to as „GTP Consulting“) form an integral part of all contracts concluded with the Customer. The GTP Consulting shall apply irrespective of any references by the Contractor to its own general terms and conditions or any other of its own general contract or business terms which shall be without any legal effect, even if the Customer does not expressly raise any objections to them. The Customer and the Contractor are hereinafter also referred to as a “Party” and jointly referred to as “Parties”. However, the foregoing applies even if the services provided by the Contractor are unconditionally accepted although the Customer is aware of the Contractor’s conditions, which are contrary to or in conflict with this GTP Consulting.

1. CONTRACTUAL DOCUMENTS

The mutual rights and obligations are based on the following documents and shall apply with the following order of precedence:

- a) the purchase order,
- b) the service description in the offer of the Contractor mutually agreed with the Customer,
- c) these GTP Consulting

2. GENERAL

- (1) The Customer is committed to conducting business honestly, fairly and transparently and in full compliance with applicable laws and regulations.
- (2) Payments effected by the Customer shall not be deemed to constitute confirmation of the due performance of the contract by the Contractor, in particular, they shall not constitute a waiver of the Customer’s rights arising from any warranties, guarantees or damages.
- (3) The Contractor shall provide the services free from any directives, with no time constraints and shall not be bound to any specific work place, however only, as far as this is compatible with the nature of the services.
- (4) The Customer acknowledges that the Contractor is used to serving multiple clients within different industries. This however, shall only apply subject to the provisions set forth in Clause 3 “Conflict of Interest/Non-Compete obligation and Code of Conduct” and to the extent that by performing the services for the Customer no conflicts of interest arise with third parties.
- (5) Due to the proven expertise of the Contractor, the Customer attaches great importance to having the Contractor performing the agreed service personally. Possible performance of the services by a qualified third party is subject to prior written consent of the Customer. In such a case the Contractor is fully responsible for the remuneration of this qualified third party and is fully liable for all acts and omissions of such chosen third party as if such acts and omissions were its own. There is no contractual relationship between such third party and the Customer.



- (6) The Contractor shall use its own operating resources (PC, car, etc) but may - subject to prior written consent of the Customer - use the Customer's premises as well as its IT systems. The Contractor shall use the operating resources of the Customer (e.g. the Customer's computer, test-software –and hardware but only as far as required by the nature of the services provided under the respective contract, in order to protect the intellectual property rights of the Customer as well as for security reasons.
- (7) The Contractor acknowledges that the services under the respective contract are considered to be self-employment income and that there is no employment relationship whatsoever or any other relationship governed by labour law, thus the Contractor is fully responsible for paying the related taxes and social security contributions. The current contractual relationship does not fall under the social insurance contributions pursuant to the General Social Security authority ("ASVG"). Therefore the Customer does not register the Contractor with the General Social Security authority.
- (8) During the term of the agreement on the basis of this GTP Consulting as well as for the period of six months after the expiration or termination of the respective agreement, no party to the agreement shall actively pursue efforts to hire any of the other Party's employees who are or were key for the provision of the services under an agreement on the basis of the GTP Consulting.

3. CONFLICT OF INTEREST / NON-COMPETITION CLAUSE AND CODE OF CONDUCT

(1) General

TAG Company is committed to conducting business honestly, fairly and transparently. As a matter of course, TAG Company complies with all applicable laws and principles of business ethics. Such compliance TAG Company also expects from its suppliers.

(2) Labor Rights and Working Conditions

Contractor shall ensure that in connection with the performance of this contract all regulations of the International Labour Organisation (ILO) regarding the rights of workers and their working environment (minimum standards such as compliance with human rights, prohibition of child labor and forced labor, appropriate remuneration etc) are adhered to. Contractor shall ensure that these obligations are binding upon its suppliers.

(3) Fair Dealing and Avoidance of Conflict of Interest

Contractor confirms that there are no intermediaries who gain a personal advantage and/or pecuniary benefit etc in connection with the conclusion of the contract with TAG Company.

Contractor shall avoid any situations that suggest conflict of interest towards TAG Company and further commits to refrain from any actions which could cause any harm to TAG Company, in particular any actions which could cause harm to its reputation.

(4) Legal Compliance - Prohibition of Corruption and Bribery

Contractor warrants to comply with all applicable legislation.

TAG Company does not accept any corruption and bribery. In particular, Contractor must not demand, offer, or grant any undue advantages – if against moral standards -or other benefits.



The violation of the provisions of this Code of Conduct shall constitute a material default which entitles TAG Company to terminate the contract with immediate effect.

In such case the Contractor will lose its entitlement to the agreed remuneration unless services have been rendered/deliveries have been made which can be used by TAG Company. This is without prejudice to TAG Company's right to claim damages. The Contractor shall be liable vis-à-vis TAG Company for any disadvantages and shall bear all additional costs which may incur in connection with such termination due to the default of the Contractor.

(5) Non-competition clause

In order to avoid any conflicts of interest, with respect to all employees or other third parties assigned to work for the Customer, the Contractor warrants that such employees or third parties must not be assigned to provide services to a competitor of the Customer (which includes all telecommunication providers) without the explicit prior written consent of the Customer. The Customer will not refuse such consent if its interests are not endangered. This exclusivity is valid for 6 months after termination or expiration of the contract and applies worldwide.

(6) A violation of the provisions of this clause 3 (Code of Conduct and non-compete) is an important reason that entitles the Customer to terminate the agreement with immediate effect. In this case, the Contractor loses all claims to the fees agreed upon, unless the past services / deliverables are beneficial for the Customer. This does not affect any claims for damages. The Contractor shall be liable for any disadvantages of the Customer and shall bear all additional costs of the mandates arising from the breach of the provisions of this Code of Conduct and / or non-compete and / or the justified termination of the agreement.

(7) For every case of infringement of the provision laid out in this clause 3, the Contractor is obliged to pay a penalty in the amount of EUR 70.000,- to the Customer, which shall become due immediately. This is without prejudice to the Customer claiming further damages. However, respective penalty payments shall be credited against such further claims.

4. CONTRACTOR OBLIGATIONS

(1) Provision of Services

a) The Contractor shall provide the agreed services in conformity with the state-of-the-art of science and technology.

b) In connection with the provision of the services Contractor shall only assign the number of employees necessary for the project. The Contractor shall provide the names of the assigned employees. In addition, and unless otherwise agreed, the Contractor shall provide the curriculum vitae of the respective employees to the Customer in connection with submitting the offer. The Customer reserves the right to decline the assignment of a particular employee. Provided that the Customer consents to a change of employees, the cost of transferring the specific project related know-how shall be borne by the Contractor.

c) The Contractor is not allowed to use subcontractors without prior written consent of the Customer.

(2) Documentation and Report of Services Rendered

a) The Contractor shall report all services rendered in a transparent and comprehensible manner ("Report on Services Rendered"). Unless otherwise explicitly agreed, the Contractor shall provide to the project owner or the respective single point of contact (SPOC) on a 4 weeks basis a detailed report in written form of the services rendered.. Per employee such report must at least include the following:

- the respective services rendered (e.g. according to the project plan),



- date of the performance of the service together with detailed timesheets,
- place of performance,
- as well as the results achieved.

The delivery of the comprehensible Report on Services Rendered is a condition for the payment of the fee – furthermore any failure of the Contractor to comply with this obligation shall be deemed a material breach of this GTP Consulting.

b) After fulfillment of the services (also after a termination of the contract by the Customer) the Contractor shall provide a detailed final report and shall present such final report to the Customer. In any case this final report shall include the period of service performance, the services rendered, the timesheets as evidence of the working (service) hours with relation to the respective services rendered, the place of service performance, the respective members of the consulting team as well as the result(s).

(3) Submission of the Offer

In connection with submitting the offer, the Contractor shall breakdown the fees of any fixed price offer. All calculated man-days, the respective man-day rates as well as respective project discounts shall be provided in a transparent and comprehensible manner.

5. FEES, INVOICING, TERMS OF PAYMENT

- (1) The payment is made solely on basis of service documentation confirmed by the Customer. Furthermore, the Contractor is committed to full compliance with the expense policy of the Customer (clause 6.).
- (2) The performance of services in advance or the performance of any other services without prior agreement, is not permitted and does not constitute the right to claim compensation.
- (3) Unless otherwise agreed invoicing shall be on a monthly basis for the preceding month after acceptance of the services. The rendering of invoices shall occur after the service documentation has been confirmed by the Customer or the project head. Invoices shall only be deemed to have been duly rendered if they include the order number, date of order, invoice number, the recipient of the services and are in conformity with the regulations on Value Added Tax and are sent in single copies to A1 Telekom Austria AG, A-1004 Wien.
- (4) If invoices have not been duly made out, in particular if invoices include errors or any other deficiencies with regard to content or calculation, the relevant amounts shall not fall due until such deficiencies have been remedied to the Customers satisfaction and the Customer shall be entitled to return such invoices at any time. All invoices exceeding an amount of net EUR 10.000,- shall include the Value Added Tax Identification Number of the Customer.
- (5) The period for payment of the fees shall start after the due receipt of the invoice including the respective service documentation or an acceptance protocol, if any. If for whatever reasons an acceptance protocol is not due, the presentation of the respective final report shall be considered as an acceptance protocol.
- (6) Unless otherwise agreed, all invoices are subject to the Customer's acceptance of the services rendered in writing and to a cash discount of 3% if settled within 30 days from the beginning of the payment period, 2% cash discount for payment within 45 days or payable net within 60 days. Whether payments are deemed to have been made in time is determined by the date of the credit transfer order or, if any other common method of payment is used, the date of the payment.
- (7) For default interest a maximum of 4% p.a. can be demanded from the Customer.



- (8) The Customer is not obliged to pay any recovery costs to the Contractor for outstanding debts due to delayed payment.
- (9) The assignment or transfer of any Contractor's rights resulting from an agreement based on this GTP Consulting, including but not limited to the initiation of an agreement shall be prohibited.
- (10) The Contractor is only entitled to offset against of the Customer to the extent such claims are recognized by a final court decision or recognized by the Customer itself.
- (11) Provided that value added tax obligations apply, the respective amounts shall be increased by the value added tax to be shown separately on all invoices made out by the Contractor. Furthermore the Contractor is fully responsible for any fees, duties or taxes arising with regard to the payment of the agreed fees, as well as for contributions to social security. However, if the Customer has to bear such associated taxes or social security payments for the benefit of the Contractor due to mandatory law, the fees agreed shall be reduced by that amount.
- (12) Additional services of minor scope, clarifications or the participation in meetings related to a purchase order that are demanded by the Customer, are included without additional costs.
- (13) Any unilateral changes of the fees – for whatever reason – are hereby expressly excluded.
- (14) The Contractor shall provide the Customer with all information necessary in order to be able to comply with respective tax laws. Any duties or taxes etc. incurred shall be fully borne by the Contractor. The Contractor shall indemnify and hold the Customer harmless from any and all claims in this respect.

6. EXPENSE POLICY AND PRINCIPLES REGARDING THE CALCULATION OF MANDAYS

(1) General

- a) For each project, the Contractor shall provide to the SPOC of the Customer a general budget indicating the estimated fees for the project until completion.
- b) The Customer will reimburse the Contractor only such costs and expenses that are:
 - reasonably and properly incurred by the Contractor for the provision of the services,
 - based on the actual cost incurred by the Contractor,
 - in line and justified by this GTP Consulting.
- c) Unless otherwise explicitly agreed, travel time shall not be considered part of the working time.
- d) Changes of a personnel or structure nature (i.e. regarding the seniority of an employee) of a member of the consulting team shall not entitle the Contractor to an automatic change of the applicable man-day fee.
- e) In general, a man-day consists of a minimum of 8 hours per calendar day. Additional hours exceeding the minimum of 8 hours within a calendar day cannot be charged. If the Customer does not need an entire man-day from the Contractor, the Parties will agree to this in advance. In this case, the Contractor will charge the actual hours, but in no event more than one man-day per calendar day.
- f) Saturdays, Sundays or public holidays shall not be charged additional costs by the Contractor. The same applies for night hours.
- g) Unless otherwise agreed preparation time for a project shall not be considered as part of the volume ordered and shall therefore be free of charge.
- h) Expenses consisting of expenses for travel, hotel, research and administrative tasks (including graphic design) will be charged by the Contractor as incurred and capped with 10% of the contract fees. If research or administrative activities are a major task of the project (e.g. benchmarking) terms can also be amended for the individual case.



i) It is acknowledged and agreed that travel costs, particularly flights must economic rates but may not exceed the cost for an economy class ticket. Upon request by the Customer, the Contractor shall provide evidence of its travel expenses by presenting the boarding passes for flights, taxi receipts or any such receipts for public transport together with the respective invoice.

j) As regards hotel expenses the Customer may decide at its discretion to book the hotels for the consulting team in order to ensure the best rates. In any case Customer expects that the Contractor chooses hotels with economic rates.

k) When arranging meetings alignment from the Contractor must be given to the number of people attending from all locations so that travel costs are minimised. The Customer reserves the right to reject expenses should an unreasonable number of Contractor representatives chose to attend meetings involving travel.

l) Furthermore, the Customer reserves the right to audit expenditure including the right to original receipts etc.

(2) Categories of Travel

a) Travel by air: All flights must be approved by the Customer's SPOC in writing and in advance.

b) Travel by rail: The Contractor will use rail travel as its standard means of transport.

c) Travel by car: In all cases travel by car is subject to prior agreement with Customer's SPOC.

(3) Accommodation

Overnight accommodation associated with travel will be standard business class accommodation. Executive or luxury class or suites will not be reimbursed.

(4) Expenses

Acceptable Expenses:

- Travel fares (rail, tube, taxi, tolls and congestion charges etc)
- Car rental costs used for business purposes
- Parking fees for rental
- Accommodation costs

Any changes in this list must be agreed by the Parties in writing.

Unacceptable Expenses include but are not limited to:

- Motoring related fines and penalties, including parking and speeding fines
- Upgrades for flights to anything other than economy class
- Purchases of any technical equipment such as lap-tops, mobile phones, SIM and data cards, etc., unless agreed in writing in advance
- Any personal expenses including clothes purchases, hotel TV, pay TV, , gym or wellness costs, etc.
- Expenses incurred or allocated to a specific representative or employee of the Contractor if they are off sick or on holiday during a project

7. ACCEPTANCE AND WARRANTY

(1) Acceptance



The acceptance of the services or parts of the services is subject to the conformity of the services with requirements of the Customer. If the Customer refuses to accept the services, the Contractor will improve or perform the missing services in a way, that such services meet the agreed acceptance criteria. A failure of the Contractor to comply with this obligation shall be deemed as a delay determined in clause 10. of this GTP Consulting.

(2) Warranty

a) In case the delivery of the results of specific work is agreed between the Customer and the Contractor, the warranty provisions according to the respective warranty legislation shall apply unless otherwise explicitly agreed in this GTP Consulting below.

b) However, in any case the Contractor warrants, that its performance meets the contractual obligations and the requirements of the Customer. In particular the quality parameters and other acceptance criteria are included in the service description or in the offer mutually agreed beforehand. If the Contractor's performance does not meet the contractually agreed obligations, the Contractor is obliged to remedy such defects and/or to perform additional services/repair without delay and without costs for the Customer, however only to the extent that such remedies are compatible with the nature of the services. If the Contractor fails to fully remedy such deficiencies and/or to perform additional service/repair in due time, the Customer has the right to claim a reduction in price.

c) The warranty period shall be at least 24 months and shall start to run from the acceptance of the contractually agreed services. In the case of replacement or repair of any defects the warranty period shall start to run again from the time of replacement or repair of the components concerned.

d) In any case of doubt the Contractor's warranty obligations shall also include the costs of repairing defects on site.

e) Any repair shall be effected without delay. Should the Contractor fail to repair a defect without delay, the Principal shall be entitled, at its option, without setting an additional period of grace and without affecting its right to claim a reduction in price, to repair the product itself or to have the product repaired by a third party or to rescind the contract.

f) The Customer shall be entitled to claim any latent or hidden defects even after the expiration of the warranty period within 6 months from the time the Customer notices such defects.

g) The Contractor shall bear the burden of proof of the non-existence of defects or the existence of minor defects only. The Contractor shall also bear any costs and expenses arising in this context. Furthermore, the Contractor shall expressly waive the right to defence of late notice of defect (article 377 of the Austrian Commercial Code (UGB)).

8. LIABILITY

The Contractor guarantees that it has or will obtain all the necessary permits and that it will comply with all applicable laws and the respective profession specific regulations. The Contractor shall indemnify and hold the Customer harmless from any and all claims, which result from the Contractor's failure to comply with the applicable laws and regulations. Moreover, the statutory provisions on liability shall apply.

9. INFORMATION OBLIGATION AND DUTY TO NOTIFY

(1) Should any Party become aware of any circumstances which are related to the contractual relationship, the Party concerned shall notify the other Party to this effect in writing and without any delay. Changes in regard to the address of a Party, corporate form of a Party or any contact persons are anyway considered to be such circumstances. Such notifications shall be in writing and sent by registered mail,



however in urgent cases the notification may be submitted orally, however, notification shall still take place and be made subsequently in writing.

- (2) Should the Contractor become aware of any circumstances which could put the performance of the contract in doubt, it shall notify the Customer to this effect in writing and without delay and include any measures it is considering.

10. DELAY IN DELIVERY

In the agreed offer, delivery dates or timelines in regard to the services shall be defined and the Contractor shall guarantee to comply with these agreed dates and/or timelines.

In the case of non-compliance with the dates and/or timelines for reasons which are not under the Customer's control, the Customer shall be entitled to either insist on the performance of the contract and to claim liquidated damages (penalty) or to rescind the contract after setting a reasonable grace period, without prejudice to any claim to a penalty. As penalty for a delay a payment amounting to 3% of the contract value of the respective purchase order per week of delay commenced shall be agreed. This provision shall not affect the Customer's right to claim damages that exceed the said amount. However, any penalty paid shall be credited against any such exceeding damages.

11. RIGHT OF USE AND THIRD PARTY RIGHTS

(1) Right of use

a) The Contractor grants to the Customer an exclusive, irrevocable and transferrable right of use, without any restrictions as to time, location and content for all the results of work results under a contract based on this GTP Consulting. The right of use includes the right of adoption and shall include without restriction the right to announce the results of work partially or fully as well as to reproduce such work results. In particular the results of work shall comprise presentations, reports, business principles, analytical concepts, approaches, methods, models, processes, findings, ideas, formats as well as all other documentation.

b) The Contractor grants to the Customer a non-exclusive, irrevocable and transferrable right of use and exploitation without any restrictions as to time, location and content for the know-how and knowledge used by the Contractor during the performance of the services.

c) The Contractor is obliged to notify the Customer in regard to any of its own existing or third party intellectual property and copy rights, to the extent that these rights are necessary for the use and exploitation of the results of work. This includes the information about the group of people authorized to dispose of these rights. The Contractor grants the Customer a non-exclusive and transferrable right of use for the Contractor's own intellectual property and copy rights.

d) Any and all rights acquired by the Customer are covered by the agreed fees.

(2) Third party rights

The Contractor guarantees that its performance of the services and the results of work are free from third party rights, in particular free from third party rights which prevent or exclude the contractual usability of the work results. The Contractor shall indemnify and hold the Customer harmless from any and all claims, which result from an infringement of any third party rights.

12. TERM, TERMINATION, TERMINATION FOR CAUSE

- (1) The agreement shall expire in accordance with the respective delivery dates or timelines mutually agreed in the purchase order or in the offer, without this requiring separate notice.
- (2) Either Party may terminate the agreement immediately at any time and without prejudice to any other provisions of these GTP Consulting in particular, if:



- a) the other Party repeatedly defaults in the performance of any of its obligations hereunder even after written warning notices have failed to remedy such behavior,
- b) the other Party commits a material breach of the contract provisions.
- (3) The Customer may terminate the agreement immediately at any time,
 - a) if the Contractor commits a breach of its obligations under clause 3. "Conflict of Interest / Non-Compete and Code of Conduct" or
 - b) if circumstances arise which obviously make the timely performance of the contract impossible.
- (4) If the agreement is terminated by the Customer with immediate effect due to the fault of the Contractor, the Contractor commits to reimburse the Customer for any and all additional cost incurred in connection with such termination, including but not limited to contracting the services to a third party. This applies without prejudice to the Customer's right to claim further damages.
- (5) In case of insolvency the statutory provisions shall apply.
- (6) The Customer may terminate the agreement – including but not limited to partial services of the agreement – for convenience by giving the Contractor at least 14 days' prior written notice.
- (7) In case of termination by the Customer, the remuneration of the Contractor shall be the amount due for the achieved results up until the termination in relation to the amount due for the aspired final result, but limited at the maximum to the amount due for services that have been actually performed up until the termination and which have been evidenced accordingly and finally, that are of use for the Customer.
- (8) A notice of termination will only be valid if expressed in writing.

13. CONFIDENTIALITY, DATA PROTECTION

- (1) The Contractor shall treat all information and data which become known to it during the execution of the purchase order/agreement as confidential unless it has been exempted from such obligation in writing by the Customer in individual cases. The Contractor shall further be obliged to use data which have become known to it only for the purpose of performing the contract. The confidentiality obligation shall continue to apply after termination of any contractual relationships.
- (2) The Contractor agrees that the data and information it provides in performing the contract can be processed by the Customer and transferred to any company belonging to the Telekom Austria Group.
- (3) The Contractor shall disclose confidential information only to employees of the Contractor who have a need to know and are furthermore obliged to treat such information as confidential.
- (4) The Contractor further undertakes to comply with any current security requirements of the Customer (<http://einkauf.a1telekom.at>) and to adhere to any other laws and regulations concerning data protection, in particular those of the Telecommunications Act. By the time the agreement is terminated at the latest, all plans, models, sketches, materials and information of any kind handed over to the Contractor, shall be, at the option of the Customer, either returned to the Customer or shall – if the Customer so wishes, under its supervision – be destroyed.
- (5) In case that any personnel data is processed by Contractor, Contractor is obliged to conduct the A1 Standard Data Processing Agreement (<http://einkauf.a1telekom.at>), so that A1 can comply with its legal obligations.
- (6) In case any agreed confidentiality obligations or legal provisions of data protection are violated by Contractor, Contractor shall pay a penalty amounting to 20% of the order value of the respective purchase order for each and every case of infringement. The payment of such penalty shall be without prejudice to any claims by the Customer for damages exceeding said amount.



- (7) The provisions concerning confidentiality and data protection shall continue to apply after complete performance of the agreement by the Contractor and termination of any contractual relationships.

14. MOST FAVOURED NATION CLAUSE

The Contractor shall offer to the Customer any more favourable fee or royalty clauses which it has granted to third parties under such an agreement and shall be obliged to amend the agreement accordingly.

15. FORCE MAJEUR

- (1) Neither Party will be liable for delay or failure to fulfill its obligations under this GTP Consulting due to unforeseen circumstances or causes beyond the affected Party's reasonable control, including but not limited to war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation.
- (2) The Party affected is obliged to notify the other Party without any delay. Payment obligations of the Customer shall not apply for any periods when services are interrupted.
- (3) Each Party shall be entitled to rescind the agreement if the interruption of services exceeds one month.

16. MISCELLANEOUS

- (1) This agreement, the hereby established obligation as well as any and all contractual or non-contractual claims arising out of or in connection with it shall be governed by, and construed in accordance with the law of Austria excluding its conflict of law rules as well as the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980. This also applies to the conclusion of the agreement. For any disputes in connection with the obligation, it is agreed that the exclusive jurisdiction shall be with the competent court in 1010 Vienna.
- (2) Should any of the provisions contained in this agreement be fully or partially void or unenforceable, this shall not in any way affect the validity of any other provision of this agreement. In such case, the Parties are obliged to replace the partly or fully invalid or unenforceable provision by a valid and enforceable provision which is best suited to serve the intended purpose of the provision to be replaced in relation to the overall agreement and which comes closest to the will of the Parties on the date of the conclusion of the contract.
- (3) Unless otherwise agreed, the Parties to the contract shall not be entitled to transfer any rights and obligations arising from the contract, including rights to remuneration (in particular factoring and the sale of receivables) and any rights to claim damages, to any third parties without securing the consent of the other Party. Exempted from this regulation, however, is the transfer of rights and obligations by means of universal succession.

In the case of rights and duties being transferred to any universal or singular legal successors of the Customer or to any companies which are controlled by the Customer either directly or indirectly, or which directly or indirectly control the Customer, and to any companies controlled by the latter, the Contractor shall be deemed to have given its consent.

- (4) In cases of dispute, the Contractor shall not be entitled to retain or discontinue any products or services.
- (5) Changes and additions to this contract shall be expressed in writing and are required to be duly signed by the authorised representative(s). Likewise a departure from the requirement of written form will only be valid if expressed in writing.



- (6) Furthermore, orders, delivery call-offs as well as amendments and supplements – being approved by the Customer - may also be submitted by means of electronic communication (e.g. via email). The transmission made in this way shall be deemed to be a legally valid declaration, according to the will of the parties.