

PURCHASE:

The general terms of delivery and the Software Terms of the electrical and electronics industry of Austria apply to the purchase contract to be concluded with NTT.

The prices are based on the material prices valid at the time of the signing of this order by the customer, collectively agreed minimum salaries for employees of the electrical and electronics industry in Austria, the personnel costs of the electrical and electronics industry in Austria as well as applicable taxes and duties. If only one of these factors increases by the time of delivery, the prices increase accordingly.

COMMISSIONING:

On the commissioning contract to be concluded with NTT, the Terms and Conditions for Installation as well as the Terms and Conditions for Services of NTT apply. The services delivered by NTT include the connection and commissioning of the delivered products in accordance with the agreed service. The beginning and duration of the service shall be determined in agreement with NTT. The commissioning contract shall only be deemed concluded upon the written acceptance of this order by NTT.

Unless otherwise agreed, commissioning fees will be charged according to the actual material and time required in accordance with NTT's applicable material prices and installation rates at the time the products were commissioned.

RENT:

If applicable, the customer undertakes, at the latest within six (6) weeks after signing of this order, to conclude with All-In-One Vermietung GmbH, Vordere Zollamtsstraße 13, 1030 Vienna (lessor) the aforementioned rental agreement with the contractual content specified in this order, based on the rental conditions of the lessor as well as the Terms and Conditions for Services of NTT. The rental fees do not include duties, taxes, costs of packaging, transport and materials and, unless otherwise agreed, the cost of commissioning of the products.

SERVICE:

If applicable, the customer undertakes to conclude with NTT the aforementioned service agreement with the contractual content specified in this order, based on the Terms and Conditions for Services of NTT, no later than six (6) weeks after signing of this order.

STABLE VALUE CLAUSE RENT/SERVICE:

The monthly rental / service fee is secured by value. If no other price basis has been agreed, the basis for calculating the value assurance is the collective agreement minimum salary of an employee in employment group E according to the collective bargaining agreement for employees of the electrical and electronics industry at the time the contract is concluded. If the collectively agreed minimum salary and / or the ancillary personnel costs increase, the rental / service fee increases in the same proportion. This also applies to the increase and reintroduction of taxes and other public charges that affect the calculation of the rent / service fee.

INVOICING / PAYMENT TERMS:

Product deliveries will be invoiced after shipment. Invoices for the purchase price of the products are due upon receipt of the invoice within 30 days net.

The rental / service fees are payable quarterly in advance. For the current quarter, rent / service fees will be charged pro rata from the date of actual or intended commissioning of the facilities. Any annual basic fee will be charged in advance and the respective fees per intervention after the provision of the service. The invoices are due upon receipt without deduction.

All prices are excluding VAT.

COMMON PROVISIONS:

The customer is bound to his request for six (6) weeks.

Product liability

NTT / lessor is liable within the scope of the Product Liability Act in principle without restriction but reserves the right to agree on restrictions for individual cases only.

Rights to programs

In case of products for which the software (programs) supplied by NTT / the lessor is used, the customer is entitled to use the programs with the agreed features for the operation of the products. All other rights to the programs are reserved to NTT or the manufacturer. In particular, customer may not reproduce, modify, make available to unauthorized third parties or use on any equipment not covered by this order without the prior written consent of NTT. By transferring these obligations to its employees and / or agents, the customer must ensure that the rights of NTT or the manufacturer of the programs are not violated by the employees and /or agents of the customer.

Integrated systems

The customer is obliged to establish an agreement with NTT before connecting the products with products or software not supplied by NTT / the lessor or before their modification. If such connection or modification is made without NTT's prior written consent and without full technical acceptance of the third-party products or software, any warranty / service obligation and any liability for the proper functioning of the facilities are excluded.

Dial-up connections

If dial-up connections have been configured in coordination with the customer, NTT / the lessor is not liable for any additional costs incurred by the customer due to an unintentional activation.