

I.: Conditions applying to all suppliers:

1. General

1.1. Except where agreed otherwise in writing, orders are processed exclusively subject to the following terms and conditions.

1.2. Arrangements which vary from our terms and conditions of purchase, in particular delivery terms, are valid only where we have expressly confirmed this in writing.

2. Delivery

2.1. Where a delivery date is missed, we have the right to withdraw from the contract, regardless of the reason for the delay and without prejudice to other legal recourse available to us. Where possible, we will alert you when delivery is overdue and allow a reasonable extension.

2.2. The overdue supplier may be held liable for consequential damage in the form of loss of profit, compensation, professional fees and the like.

3. Transport

3.1. Goods are to be sent carriage paid to the location specified on the order. Transport is at the supplier's risk.

4. Pricing

4.1. Prices include packing, free delivery to destination and unloading. Prices are firm and cannot be increased.

5. Invoicing

5.1. Following delivery, invoices should be sent in electronic form to invoice@dccs.eu, quoting the order number and with a copy of the delivery note attached. Should this not be possible, invoices should be sent to the invoice address shown on the order or, in case of doubt, to DCCS GmbH, Sternäckerweg 44, 8041 Graz.

6. Payment

6.1. Except where agreed otherwise, payment for goods shall be made net once accepted within 30 days of receipt of invoice. The supplier is obliged to provide a bank confirmation from its bank at the start of the business relationship and when changing its bank details.

6.2. Payment shall not be construed as final acceptance of the order and is therefore made without prejudice to our rights concerning failure of contractual performance owing to warranty, compensation or similar.

6.3. The supplier agrees that any valid counterclaims may be offset.

6.4. Invoice assignment requires our written consent.

7. Acceptance

7.1. Should the delivery not correspond to what was agreed, statutory provisions, normal terms and conditions or safety regulations, we have the right to withdraw from the contract immediately.

8. Warranty and guarantees

8.1. The supplier guarantees that goods delivered and services provided will be free of defects for 12 months following acceptance.

8.2. Where defects arise, the warranty restarts following rectification.

8.3. Statutory warranty periods also apply.

9. Product liability

9.1. The supplier is fully liable for any damage, whether to ourselves or to our customers, caused by faulty goods or services. We will not accept exclusion or limitation of this liability.

10. Documents

10.1. Any information media provided by us or produced by the supplier to fulfil our order - including in particular drafts, specifications, designs, samples, models, drawings, templates, software, code snippets and other documents or tools - remains our physical and intellectual property, over which we retain full control. The information media provided, as well as any information media produced for us by the supplier, may only be used to fulfil our orders and may not be made accessible or available to external third parties. Except where agreed otherwise, all tools are to be returned free of charge and without needing to be requested following completion of the order. The order and all information, documentation, etc. relating to it are to be treated in confidence as a trade secret. Subcontractors are bound by a similar duty.

10.2. The supplier may only advertise the mutual business relationship with our written consent.

11. Third-party rights

11.1. By accepting an order from us, the supplier is confirming specifically that no rights, and in particular no third-party property rights, are attached to the goods or services being provided. The supplier is obliged, where third-party rights are asserted, to indemnify and protect us against any claims, to guarantee our unlimited use of the goods or services provided, and to compensate us in full for any damage suffered. This also applies in particular to trade marks and patent and licensing disputes.

12. Place of supply

12.1. Except where agreed otherwise, the place of supply is the delivery location specified on the order, or in case of doubt our company registered office.

13. Place of jurisdiction and applicable law

13.1. The place of jurisdiction for all disputes arising under this legal relationship is the competent court in Graz. It is agreed that Austrian law applies to all legal relationships, to the exclusion of the Vienna Sales Convention.

II.: Special terms and conditions governing the procurement of IT services:

1. Usage rights

1.1. Legal title over all final output and interim output under the supplier's contractual services (collectively: "work output") in material form shall pass to us upon delivery of the work.

1.2. The supplier further grants us an exclusive, fully paid, permanent, irrevocable, sublicensable and transferable right to use and exploit this work output without limitation in terms of location, time or content as it is created, or no later than when it is delivered.

2. Service delivery

2.1. The service to be provided will be specified in individual agreements.

2.2. The supplier will keep us informed in line with our procedures regarding time spent and work output.

2.3. The supplier is under a duty to maintain confidentiality regarding any information which becomes known in the course of providing the service and will issue an independent statement of confidentiality to this effect. Statutory data protection will be respected and specific requirements on our part will be complied with.

2.4. The supplier will respond without delay to any requests from us for information, and will arrange for any security audits to be carried out which we may require.

2.5. The supplier undertakes to comply with all safety requirements on our part and to attend all necessary briefings. All specifications and requirements stipulated by us will in turn be passed on to any subcontractors engaged.

2.6. The quantity ordered is a total order quantity which is called off in individual deliveries. The supplier may not stipulate specific call-off quantities.

2.7. The supplier will provide the service in accordance with our specific requirements and service definitions and will comply with specified time limits. The supplier is not however subject to any instructions from us when carrying out the work and is free as to how to organise that work.

2.8. The supplier is not authorised to issue instructions to our employees.

3. Fees

3.1. The supplier is paid according to time spent. Additional services will only be paid for where approved by us before being performed.

3.2. Indexing fees to protect against inflation will only be accepted if and to the extent that this has been expressly stipulated in a written agreement signed by us.

3.3. Where the supplier is required to travel in the course of providing the service, this will only be reimbursed by separate agreement. No other fees are payable. All expenses, equipment costs and the like are included in the fee as per clause 3.1.

3.4. Subcontractors may only be used with our prior express approval.

4. Competition clause

4.1. The supplier is not permitted to submit tenders to or accept orders from the project end customer throughout the term of the project and for one year following. Circumventing this obligation by engaging an intermediary is not permitted either.

5. Non-solicitation clause

5.1. The supplier is not permitted to approach employees of DCCS or its subsidiaries directly or indirectly with offers of work throughout the term of the project and for one year following. Should this non-solicitation clause be breached, the supplier shall forfeit a contractual penalty of €50,000 (in words: fifty thousand euros) for each breach, which cannot be reduced by the Courts.