

## **1 Scope of Application**

- 1.1 These Terms and Conditions shall apply to all purchases and contracts of the contracting entity, the Institute of Science and Technology Austria ("ISTA") and form an inseparable part of our inquiries and orders. Deviations therefrom or general terms and conditions of the supplier or of the contractor ("Contractor") to the contrary shall only be binding if they are acknowledged by ISTA in writing in the individual case.
- 1.2 General terms and conditions and terms and conditions of delivery of the Contractor shall not become a part of the contract, also without requiring an objection of ISTA. In particular, acts of performance by ISTA shall not be deemed an approval of contractual terms and conditions deviating from the GTC. Terms and conditions of the Contractor to the applicability of which the Contractor makes a reference in order confirmations, delivery notes or invoices shall hereby be objected.
- 1.3 Upon acceptance and/or execution of the order of ISTA, the Contractor acknowledges the exclusive full applicability of the GTC of ISTA. This shall also apply in case of future amendments or extensions of the contract.
- 1.4 The version of the respective legal provisions valid at the time of the order shall be decisive for the execution of the contract.
- 1.5 Unless otherwise agreed, the offer must be prepared in German and prices must be quoted in EUR.

## **2 Conclusion of Contract & Change in Performance**

- 2.1 Contracts come into effect with the order. Only orders and changes of such made in writing (or via the ordering platform ARIBA or directly by e-mail) shall be legally valid. All notices concerning the contractual relationship shall be addressed to the contact person mentioned in the order.
- 2.2 Contracts shall always be validly concluded with the content of the written order (or via the ordering platform ARIBA or directly by e-mail) including the GTC of ISTA.
- 2.3 Supplements, amendments and deviations of any kind whatsoever must be clearly highlighted and shall only become binding for ISTA if it confirms them in writing (or via the ordering platform ARIBA or directly by e-mail). Unconditional acceptance of goods does not constitute consent.

## **3 Scope of Services**

- 3.1 All deliveries and services shall comply with the respectively applicable laws, mandatory rules as well as with the other standards and guidelines customary within the industry (e.g. dangerous goods and safety regulations). When entering the campus to perform services, the contractor must comply with the safety measures applicable there in accordance with the campus information sheet ([https://supplier-information.pages.ist.ac.at/wp-content/uploads/sites/232/2024/03/Fremdfirmen\\_Sicherheitsmerkblatt-1.pdf](https://supplier-information.pages.ist.ac.at/wp-content/uploads/sites/232/2024/03/Fremdfirmen_Sicherheitsmerkblatt-1.pdf)).
- 3.2 Unless otherwise agreed in writing, orders shall be deemed indivisible. An agreed or performed partial delivery shall only be deemed fulfilled upon provision of the last partial service.
- 3.3 If devices are delivered that require a training of the employees of ISTA, this training shall be provided – unless otherwise agreed – without any additional remuneration.
- 3.4 Where applicable to this order, the contractor is obliged to comply with the minimum requirements specified in the European Union's Net-Zero Industry Act (NZIA) in connection with the delivery of so-called net-zero technologies (including essential parts and components in accordance with the annex to the regulation (EU) 2024/1735) from the date of entry into force in accordance with the implementing act in its current version.

## **4 Shipping & Transport**

- 4.1 Unless otherwise agreed, delivery shall be made unloaded, insured, duty paid and free to destination. Unless any other place of destination has been agreed, it shall be "ISTA – Institut of Science and Technology Austria, **Zentrallager**, am Campus 1, 3400 Klosterneuburg". If a different place of destination is agreed, the delivery shall be declared at the Zentrallager (Central Storage), which will arrange the further shipment by the supplier.
- 4.2 The Contractor shall be obliged to inform himself in advance and in good time about the acceptance times and modalities, respectively to coordinate the hand-over with the purchaser of the goods. Deliveries of goods outside of the acceptance times and deliveries at another date of delivery than the one agreed may be refused and shall not be deemed fulfilled within the specified time limit.
- 4.3 The Contractor shall ensure a faultless packaging appropriate as regards the type of transport at its own expense.
- 4.4 If transport by ISTA has been agreed, the Contractor shall be obliged to provide ISTA in advance and in good time in writing with any information relevant for the transport (measures, weight, special transport requirements, etc.) and to enclose all documents necessary for the further transport process to the goods (in particular for export and import).

- 4.5 In case of a cross-border delivery (third party country), the Contractor shall assure that it was lawfully imported and that duty was properly paid (clearing the goods for export and import). If it has been agreed with ISTA that ISTA is responsible for clearing the goods for import, the Contractor shall provide the documents necessary for a proper customs clearance in good time (to the purchaser and [invoice@ist.ac.at](mailto:invoice@ist.ac.at)). The Contractor shall be liable to ISTA for all disadvantages arising from the failure to provide, delayed provision, or incomplete provision of the documents. Expenses arising from the violation of shipping regulations shall be borne by the Contractor.

## **5 Time of Performance & Delivery**

- 5.1 The contractor must provide the requested service as soon as possible, at the latest within 60 working days.
- 5.2 In case of delays, the Contractor shall notify ISTA without delay by indicating reasons therefor of the estimated length of the delay in writing to the address from which the order was placed and the delivery must be stored properly. In case of default in delivery, ISTA is entitled, without prejudice to other rights, to withdraw from the contract by setting a reasonable grace period.
- 5.3 The Contractor shall be obliged to fully and precisely indicate on the delivery note auxiliary means used by the Contractor when delivering the goods that are to be kept for the Contractor (pallets and the like). ISTA shall be entitled to dispose of auxiliary means not noted down at the expense of the Contractor.
- 5.4 EURO pallets or other exchangeable auxiliary means used when delivering the goods shall be in a proper state. In case of exchangeable auxiliary means, the Contractor shall only have the right to return auxiliary means comparable in terms of type and quality. The Contractor shall not be entitled to refuse handover if no comparable auxiliary means are handed over for exchange.
- 5.5 If delivery ex works is agreed with ISTA, the goods shall be provided by using auxiliary means that comply with commercial practice. Unless otherwise agreed, they shall not be returned to the Contractor.

## **6 Transfer of Risk, Take-Over & Acceptance**

- 6.1 Unless expressly agreed otherwise, delivery shall be made at the expense and risk of the Contractor to the place of destination indicated by ISTA. The risk shall only then be transferred to ISTA once an authorized ISTA employee has duly accepted delivery at the destination. ISTA employees are not authorized to confirm that the goods or services are free of defects already during delivery/performance. In addition to delivering in accordance with the order (i.e., avoiding default on the part of the debtor), the contractor is also obligated to fulfill all ancillary obligations, such as providing the necessary test certificates, descriptions, instructions for use, copies of the order, accompanying drawings, and all other necessary documents.
- 6.2 In case of deliveries that also include the installation or putting into service carried out by the staff of the Contractor, the risk shall only be transferred upon acceptance by ISTA. Acceptance of delivery shall only occur after the inspection at the place of use has shown the proper functioning or when processing or using the delivered goods. IST Austria shall not have a duty to notify defects.
- 6.3 Each service under a contract for work suitable to be accepted shall require a formal acceptance including the keeping of minutes unless IST Austria abstains from it in writing. If the Contractor has fully provided the services agreed under the contract, the Contractor shall notify IST Austria thereof in writing and offer a formal acceptance. An acceptance by conclusive behaviour shall be excluded, in particular the use or, respectively, putting into service of such services under a contract for work or the commercial use within the framework of the trial operation shall not be deemed an acceptance.
- 6.4 In the event of a breach of the agreed delivery terms, ISTA may arrange for a replacement delivery at the supplier's expense and risk. ISTA shall not be liable for any damage sustained in the course of arranging a replacement delivery.

## **7 Shipping Documents & Documentation**

- 7.1 Any and all documents concerning the orders of ISTA shall contain the corresponding labelings, in particular the order number.
- 7.2 A packing list/delivery note shall be enclosed to all consignments. In case of multi-deliveries, moreover, a multidelivery note and a packing list indicating the items and order numbers shall be enclosed. Should proper shipping documents not also be handed over together with the delivery, ISTA reserves the right to refuse take-over.
- 7.3 The corresponding transport documents shall be enclosed for materials that fall under the Austrian Act on the Transport of Dangerous Goods (Gefahrgutbeförderungsgesetz - GGBG) and label the substances accordingly. Materials falling under the Austrian Chemicals Act (Chemikaliengesetz – ChemG 1996) shall be labelled correspondingly and a safety data sheet in German and English shall be provided.
- 7.4 If stipulated by law, the subjects of performance shall contain a product certification of the Austrian Federation for Electrical Engineering (ÖVE-Prüfzeichen), a CE conformity marking or a safety certification equivalent to them and recognized by the EU. Furthermore, the Contractor shall – unless otherwise agreed – immediately after the order provide the documents required by law (such as a EU conformity declaration, operation manuals in German, approvals, etc). Upon request

of ISTA, ISTA shall be provided with other product-related proofs and certificates (e.g. CE certificate).

## **8 Waste Disposal**

- 8.1 The Contractor is obliged to comply with all applicable environmental regulations in the performance of the contract, in particular the Waste Management Act (AWG 2002) and the Packaging Ordinance as amended. At ISTA's request, the Contractor shall provide proof of participation in an approved collection or recovery system in accordance with the Packaging Ordinance (e.g. by submitting a valid license from a system such as ARA or an equivalent system).
- 8.2 The proper and environmentally compliant disposal of all packaging, waste, residual materials and other by-products arising in connection with the performance of the contract shall be carried out by the Contractor on the day of service performance and without any additional remuneration. The return of empty containers shall take place via an approved collection and recovery system or an equivalent in-house return system. Particular attention shall be paid to environmentally friendly, resource-saving and legally compliant disposal.
- 8.3 All costs arising from compliance with the above provisions shall be borne by the Contractor. In the event of non-compliance, the Contractor shall indemnify and hold ISTA harmless in full. After the unsuccessful expiry of a reasonable grace period, ISTA shall be entitled to arrange for substitute performance at the Contractor's expense.
- 8.4 For Contractors with their registered office outside the European Union, the following applies: If, in the course of contract performance, packaged goods or materials are placed on the market in the territory of the European Union for the first time, the Contractor is obliged to fulfil the duties of the initial distributor in accordance with the Packaging Ordinance as amended. This includes, in particular, participation in an approved collection and recovery system (SVS) and the payment of the corresponding licensing and disposal fees. Alternatively, the Contractor may appoint an authorized representative established within the EU to assume these obligations. All costs and documentation requirements arising therefrom shall be borne by the Contractor.

## **9 Invoices**

- 9.1 Invoices to ISTA shall be sent together with the shipping documents. An acceptable invoice shall comply with all statutory requirements and include all essential contents, in particular order number, vendor number, delivery note number, contact person at ISTA, delivery address.
- 9.2 If invoices do not conform to the requirements mentioned under point 9.1, ISTA shall be entitled to return them unprocessed. Such invoices shall be deemed not to have been submitted until they have been properly issued and received again by ISTA.

## **10 Payment**

- 10.1 The payment deadline shall start with the maturity of the invoice. Payment is generally due upon proper and complete delivery/performance and receipt of an invoice in accordance with section 9. If applicable, acceptance, shipping documents, or the provision of any securities/guarantees agreed upon in individual contracts are also prerequisites for payment to become due.
- 10.2 Unless otherwise agreed, payment shall be made by bank transfer within 30 calendar days of the due date.
- 10.3 If delivery is already completed before the agreed date, the payment deadline as regards the concerned invoices shall only start with the agreed date of delivery – without prejudice to sections 6, 7 and 9.
- 10.4 If there are any defects, ISTA shall be entitled to defer payment until the complete rectification of the defects. Payment by ISTA does not represent an acceptance of the goods without reservation.
- 10.5 ISTA reserves the right to request a bank guarantee in individual cases (in particular for advance payments exceeding EUR 50,000.00 excluding VAT). In this case, the Contractor is obliged to submit an irrevocable and abstract bank guarantee from a credit institution with the best credit rating, with jurisdiction in Austria/Vienna and in accordance with Austrian law, in the amount of the agreed advance payment, which is either unlimited or renewable until the date of acceptance (in accordance with point 6).
- 10.6 If the Contractor is a working group, ISTA shall – in the course of the placement of the order – be indicated an account to which ISTA may order to make payments with discharging effect.
- 10.7 The Contractor is not entitled to offset its own claims against claims of ISTA.
- 10.8 In case of a default in payment, the relevant provisions of the Austrian Commercial Code (UGB, Unternehmensgesetzbuch), shall be applicable. ISTA shall not be obliged to pay default interests exceeding such or claims for damages and reminder fees.
- 10.9 Der AN ist ohne vorherige schriftliche Zustimmung des ISTA nicht berechtigt, seine gegen ISTA bestehenden Forderungen an Dritte abzutreten oder durch Dritte einzuziehen zu lassen (Zessionsverbot).

## **11 Rights of Use/Industrial Property Rights/Inventions**

- 11.1 The Contractor gratuitously grants to ISTA a non- exclusive, not revocable right of use unrestricted in terms of time and place, suitable to be sub-licensed to and transferable to indirect and direct participations of ISTA regarding the deliveries and services subject matter of the contract as well as regarding property rights in connection with these deliveries and services, in particular the entitlement to process, copy, publish and provide them.
- 11.2 Insofar as within the framework of the order new inventions come into existence which are protectable as a patent/utility model, the Contractor shall transfer to ISTA the property thereof including the right to register the invention as a property right in its own name or in a third party's name. If the Contractor claims that a patent/utility model has not come into existence in connection with the order, the Contractor shall be obliged to prove it.
- 11.3 Insofar as other new protectable work results come into existence within the fulfillment of the order, the Contractor transfers to ISTA exclusive, irrevocable, sub-licensable and transferable rights of use, unrestricted in terms of time and place regarding these work results. ISTA shall also have the right to exploit the work results newly coming into existence in any type of use whatsoever, that is to say in particular to copy, edit and publish them. If the Contractor claims that a work result has not come into existence in connection with the fulfillment of the order, the Contractor shall be obliged to prove it.
- 11.4 The granting of these right under this section 11 is covered by the payment of the agreed fee.
- 11.5 ISTA is entitled to take photographs and make video recordings of the object of performance or service provision and to use these worldwide, for an unlimited period of time and free of charge. This includes, in particular, use on social media, in posters, flyers, exhibition folders, on the ISTA websites and for similar purposes related to exhibitions. ISTA is also entitled to add music of its own choice to these video recordings. ISTA will endeavor to name the contractor within the technical capabilities of the respective medium.

## **12 Warranty**

- 12.1 The Contractor shall warrant that the deliveries and services correspond with the characteristics expressly agreed and usually preconditioned, with the requirements mentioned under point 3.1. If this is not the case at the time of the handover, they shall be deemed defective.
- 12.2 The Contractor abstains from the objection of a late notification of defects according to §§ 377 f UGB.
- 12.3 ISTA shall be entitled to all warranty claims stipulated by law unless provisions that are more favourable for ISTA have been agreed under the contract; the warranty period starts to run with the hand-over. A hand-over requires the take-over and, if applicable, acceptance (cf points 6.2 and 6.3) of the service.
- 12.4 In case of a defective delivery, ISTA shall be free to immediately demand either improvement, replacement, price reduction, or termination of the contract.
- 12.5 If the Contractor fails to fulfill its warranty obligations within a reasonable period of time, ISTA shall be entitled to carry out the necessary improvements at the Contractor's expense or to commission third parties to do so. The same shall apply if the Contractor unlawfully refuses to fulfill its obligation to improve or replace the goods, if the improvement is faulty, or if it would be unreasonable for ISTA to accept it.
- 12.6 In case of improvement by the Contractor, the warranty periods shall newly start to run with the rectification of the defect.

## **13 Property Rights of Third Parties & Liability Provisions**

- 13.1 The Contractor shall ensure that no industrial property rights (inter alia trademark, design and patent rights) of third parties are violated by the delivery or service. If property rights of third parties are violated, the Contractor shall – according to the choice of ISTA – grant the right of use of the deliveries and services to ISTA or design them free of protection. If claims are asserted against ISTA by a third party, the Contractor shall hold ISTA harmless and indemnify it.
- 13.2 ISTA shall be entitled to all claims for damages for the violation of duties of the Contractor and to damages and claims resulting therefrom pursuant to the Austrian Product Liability Act (Produkthaftungsgesetz). The statutory periods of limitation shall apply; the Contractor shall not be entitled to reduce them or to declare that liability is excluded.
- 13.3 If claims are asserted against ISTA for a consequential damage due to a defect or for defective material in the sense of the Austrian Product Liability Act (Produkthaftungsgesetz), the Contractor shall hold IST Austria harmless and indemnify it.
- 13.4 The Contractor shall, whenever necessary, be obliged to recall defective goods at its expense and to name the manufacturer or, respectively, importer within two weeks.
- 13.5 If claims are asserted against ISTA for product liability provisions and if the defectiveness of the products of ISTA is based on a defect of the goods of the Contractor, ISTA shall be entitled to claim damages vis-à-vis the Contractor to the extent that the damage was caused by the defect of the goods of the Contractor.
- 13.6 In order to cover product- and service-specific risks, the Contractor shall take out a corresponding liability insurance.

## **14 Labour & Social Welfare Law**

- 14.1 The contractor is obliged under Section 93 of the Austrian Public Procurement Act 2018 (BVerG 2018) to comply with the labor and social security regulations applicable in Austria when preparing the bid and performing the contract (in particular the conventions no 29, 87, 94, 95, 98, 100, 105, 111, 138, 182 and 183 of the International Labour Organization, Austrian Federal Law Gazette (BGBl) I no 228/1950, no 20/1952, no 39/1954, no 81/1958, no 86/1961, no 111/1973, Austrian Federal Law Gazette (BGBl) III no 200/2001, no 41/2002 and no 105/2004, the relevant collective bargaining agreements and the environmental legislation, the Austrian Act on the Protection of Employees (ArbeitnehmerInnen-schutzgesetz – ASchG), Austrian Federal Law Gazette (BGBl) I no 450/1994, the Austrian Working Time Act (Arbeitszeit-gesetz – AZG), Austrian Federal Law Gazette (BGBl) I no 461/1969, the Austrian Act on Work Resting (Arbeitsruhegesetz – ARG), Austrian Federal Law Gazette (BGBl) I no 144/1983, the Austrian Amendment Act on the Law of Employment Contracts (Arbeitsvertragsrechts-Anpassungsgesetz – AVRAG), Austrian Federal Law Gazette (BGBl) I no 459/1993, the Temporary Employment Act (Arbeitskräfteüberlassungsgesetz – AÜG), Austrian Federal Law Gazette (BGBl) I no 196/1988, the Austrian Anti-Wage and Social Dumping Act (Lohn- und Sozialdumping-Bekämpfungsgesetz – LSD-BG), Austrian Federal Law Gazette (BGBl.) I no 44/2016, the Federal Disability Equality Act (Bundes-Behindertengleichstel-lungsgesetz – BGStG), Austrian Federal Law Gazette (BGBl.) I no 82/2005, the Disability Employment Act (Behinder-tenEinstellungsgesetz – BEinstG), Austrian Federal Law Gazette (BGBl.) I no 22/1970, and the Austrian Equality Act (Gleichbehandlungsgesetzes – GIBG), Austrian Federal Law Gazette (BGBl) I no 66/2004). These regulations are avail-able for inspection at the local branch of the statutory interest group representing employers and employees responsible for executing the order.
- 14.2 ISTA shall have the right – after prior announcement to inspect the commissioned service in the business of the Con-tractor and/or subcontractor.
- 14.3 If a severe violation or repeated less severe violations of provisions under labour and social welfare law is ascertained and proven when executing the order, a contractual penalty amounting to 10% of the total remuneration shall be agreed. Notwithstanding this, IST Austria refers to the fact that severe or, respectively, repeated violations of provisions under labour, social welfare and environmental law represent a ground for an extraordinary cancellation of the contract or, respectively, entitle to take corrective measures pursuant to § 83 of the Austrian Federal Procurement Act in current version (Bundesvergabegesetz - BVerG i.d.g.F.).
- 14.4 If claims – of any kind whatsoever – resulting from a violation of provisions under labour and social welfare law by the Contractor or the subcontractor are asserted against ISTA, the Contractor shall be obliged to hold ISTA fully harmless from and indemnify ISTA regarding all claims (such as contributions, levies, charges depending on wage, minimum re-muneration) of the employees of the Contractor, the employees of its subcontractors and all employees of all other subordinated subcontractors and other legal provisions stipulating a corresponding liability. The compensation and in-demnification shall also include court and attorney fees incurred by ISTA in the defence against the claims asserted against ISTA.

## **15 Contractor & Subcontractor**

- 15.1 The Contractor must possess the necessary qualifications to carry out the order, immediately report any loss of these qualifications, and submit proof of qualifications (in particular a criminal record certificate and credit report) at ISTA's request and at the Contractor's expense.
- 15.2 The Contractor shall require subcontractors to comply with the obligation set out in section 14 when performing their services, shall monitor compliance, and shall report any violations to ISTA without delay.
- 15.3 It shall be admissible to transfer the order to subcontractors - unless it is a matter of strictly personal services (these are contracts where the qualifications and experience of the contractor or the persons assigned to carry out the work are decisive) - insofar as the subcontractor has the authority necessary for the execution (of its part), the performance ca-pacity as well as the professional reliability.
- 15.4 When performing highly personal services, key personnel or subcontractors may only be used if they are already listed in the offer. The subsequent use of unnamed key personnel or subcontractors or the replacement of listed key personnel or subcontractors requires the prior written consent of ISTA. ISTA must be notified in writing of all subcontractors intended for order processing and planned subcontractor changes, and current evidence of the professional reliability of the con-tractor or subcontractors used must be submitted immediately – in particular, the submission of information from the central administrative penalty register of the Federal Ministry of Finance in accordance with § 28b AuslBG, information from the administrative penalty register of the LSDB competence center in accordance with § 7n AVRAG or § 35 LSD-BG, an extract from the commercial register, trade register or service notification ZKO (in the case of cross-border service provision), a criminal record extract, a valid certificate of arrears in accordance with § 229a BAO or a valid account statement from the relevant social insurance institution.

## **16 Duties to Examine**

The Contractor consents that order and contract may be examined by ISTA and national and European examination bodies. The Contractor shall in this case cooperate with ISTA and the examination body and make data and information subject to monitoring accessible.

## **17 Reservations**

- 17.1 Upon confirmation of the order of ISTA, the Contractor agrees to abstain from any form of reservation of title.
- 17.2 The Contractor shall not be entitled to retain or delay its services.

## **18 Cancellation**

- 18.1 Unless otherwise agreed, contractual relationships that have been concluded for an indefinite period of time may be cancelled by observing a notice period of three months as per the last day of every calendar month in writing or by email. Receipt of a notice of termination shall be presumed to be irrefutable (i) in the case of a registered letter or courier service by presentation of the posting receipt and (ii) in the case of transmission by email by confirmation of dispatch from the sender's server without an error message. The Contractor abstains from an ordinary cancellation during the first twelve months.
- 18.2 ISTA shall be entitled to terminate the contractual relationship with the Contractor for good cause at its own discretion (i) prematurely with immediate effect or (ii) in whole or in part after setting a reasonable grace period if continuation of the contractual relationship is unreasonable. Unreasonableness shall be deemed to exist in particular if the economic situation or financial position of the Contractor threatens to deteriorate significantly or has already deteriorated significantly, thereby creating a risk that the Contractor will no longer be able to fulfill its contractual obligations toward ISTA in whole or in part. The Contractor is obliged to inform ISTA immediately and in writing of the occurrence of such circumstances. Such circumstances exist in particular if there is a significant deterioration in creditworthiness according to information from a suitable independent credit institution (KSV and equivalent; a standardized credit rating regarding the probability of default must be submitted by the contractor at the earliest opportunity and at the contractor's expense upon request by ISTA) or the equity ratio is permanently below 8% and the notional debt repayment period exceeds 15 years (see URG). A withdrawal must be carried out in such a way that it complies with the prohibition of withdrawal under § 25b IO and does not violate this statutory provision. As an alternative to terminating the contract, ISTA shall be entitled to unilaterally change its payment obligation to be made concurrently with the Contractor's provision of defect-free services.

## **19 Place of Jurisdiction & Applicable Law**

- 19.1 The competence of the court having substantive jurisdiction in Vienna Inner City (Wien Innere Stadt), Austria, is agreed for any and all disputes arising indirectly or directly out of this contract. ISTA shall additionally have the right to file a suit at the place of jurisdiction of the Contractor.
- 19.2 The contract including the GTC shall be governed by Austrian law under exclusion of any and all principles of conflict of laws. The UN Sales Law shall be excluded.

## **20 Data Protection**

- 20.1 The Contractor shall be obliged to comply with the provisions of the applicable Austrian data protection provisions (Datenschutzgrundverordnung – DSGVO) as well as of the General Data Protection Regulation (GDPR); the Contractor shall transfer the corresponding obligations to its employees and to any subcontractors. In case of an order processing of personal data provided by IST Austria, a separate agreement shall be concluded and the Contractor shall point out the existence of an order processing relationship.
- 20.2 The current version of ISTA's privacy policy is available on the Internet at <https://ista.ac.at/de/datenschutz/>. Data processing within the scope of the contractual relationship is carried out in particular in accordance with the points 4.9 and 4.10 of the privacy policy.

## **21 Confidentiality**

The Contractor, its own employees as well as the employees of its subcontractors shall be obliged to treat any commercial and technical information which is not already accessible to the public and which becomes known to them due to the business relationships as a business secret and not to make it accessible to any third party.

## **22 Severability Clause**

The nullity, inadmissibility or invalidity of individual provisions of these GTC as well as of the remaining contractual parts do not affect the validity of the remaining contractual provisions. In case of nullity, inadmissibility or invalidity of individual provisions of these GTC or of the remaining contractual parts, those agreements shall be deemed concluded that are legally valid and come closest to the purpose of the void, inadmissible or invalid provision. The same shall apply in case of a contractual lacuna.

Klosterneuburg, January 2026