



# GENERAL TERMS AND CONDITIONS AUSTRIA

NTS Network Telecom Service AG  
Parking 4, 8074 Grambach, Austria  
FN 173863g, LG f. ZRS Graz

Version Q3 - 2022

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Valid from: 15.09.2022

## 1. SCOPE OF APPLICATION

- 1.1. The following General Terms and Conditions (GTC) shall apply to all purchase and sales offers, as well as all other business and contracts concluded by NTS Netzwerk Telekom Service AG ("NTS") with a Customer to the extent that they relate to the delivery of goods (d.h. Hardware and if necessary along with associated Software) and/or rendering work or other services by NTS vis-à-vis the Customer, and the Customer is an entrepreneur within the context of Section 1 UGB, a legal entity under public law, or a special fund under public law.
- 1.2. If the Customer submits an offer for conclusion of a contract with NTS, he accepts the validity of the present GTCs as an integral part (i) of his offer **and (ii) all offers and contractual declarations which the Customer has submitted to NTS in the past or may submit in the future**. This also applies if the Customer does not expressly refer to the objective GTCs in his offer or respective contractual declaration. Unless otherwise agreed in writing in individual cases and subject to clause 1.4, the present GTCs shall govern the entire contractual relationship between NTS and the Customer, repeal without substitution any deviating contractual terms and conditions previously in force regarding the respective contractual relationship of the Parties, and shall apply to the entire business relationship between the Parties.
- 1.3. Conflicting General Terms and Conditions of the Customer are expressly contradicted, whereby they shall not become part of the Contract. This shall also apply in the event that NTS, being aware of the Customer's General Terms and Conditions, performs the service to the Customer without reservation and/or the Customer refers to deviating General Terms and Conditions in his contractual declaration.
- 1.4. If a special framework agreement be concluded between NTS and Customer in addition to these General Terms and Conditions, such agreement shall in any case take precedence over these General Terms and Conditions.

## 2. CONCLUSION OF CONTRACT

- 2.1. Offers from NTS are understood as a mere invitation to the Customer to submit a legally binding offer (*invitatio ad offerendum*). Illustrations, drawings, and brand details in offers from NTS shall not be binding. The Customer only submits a binding offer for the provision of the desired services by signing the offer submitted by NTS (i.e. the *invitatio ad offerendum* from NTS) at the position provided for this purpose and sending it to NTS (transmission of the signed offer by e-mail or fax shall be sufficient).
- 2.2. The legally binding offer submitted by Customer shall only be deemed as effectively accepted by NTS if the Customer's offer is confirmed by NTS in writing (e-mail or fax sufficient) or if NTS actually starts rendering services, whichever occurs first. Customer offers shall remain valid for 14 days from the date of their submission and can be accepted by NTS within this period. NTS is not obliged to enter into a contract. Oral collateral agreements involving written offers from the Customer or regarding validly concluded contracts shall only be valid if and as soon as their validity is confirmed by NTS in writing (e-mail or fax shall be sufficient).
- 2.3. Any cost estimates shall be deemed to be non-binding, unless otherwise in advance expressly agreed in writing. Section 1170a para. 2 ABGB (Austrian Civil Code) is expressly excluded, whereby the limits of cost overruns stipulated therein do not apply to non-binding cost estimates.

### 3. PRICES, TERMS OF PAYMENT AND RIGHT TO REFUSE PERFORMANCE

- 3.1. Unless otherwise agreed in writing in individual cases, the prices shown in the respective offer shall apply to the delivery of goods plus statutory value added tax and other duties and charges prescribed by law or regulation. The prices quoted are "EX WORKS" in accordance with INCOTERMS 2020 (cf. Section 8.1) and do not include the costs for the freight forwarder (carrier or warehouse keeper) commissioned by the Customer.
- 3.2. Unless otherwise agreed for the provision of work or other services in individual cases, our hourly rates current at the time of the conclusion of the contract shall apply plus statutory value added tax and other duties and fees prescribed by law or regulation. The respective current hourly rate list is available under the following link: <https://www.nts.eu/stundensatze/>
- 3.3. **NTS shall be entitled to unilaterally adjust the agreed prices only if and in so far as a change in the circumstances on which the calculation of the prices was based occurs up to the time of delivery or other performance of services. This shall apply in particular to the subsequent introduction of purchase prices, taxes, customs duties, public charges, freight and other ancillary charges by which the deliveries or services of NTS are directly or indirectly affected.**
- 3.4. Unless other payment terms are granted in individual cases, immediate payment in cash and without deductions upon delivery or (agreed) acceptance of the respective service by the customer shall be agreed as the payment term. Partial deliveries or services (cf. Section 8.3) may be invoiced separately. If NTS accepts payment by bill of exchange or check - which NTS is not obligated to do - this shall be on account of payment only, i.e. subject to actual receipt of payment in full by NTS. Stamps, discount and collection charges as well as other cash expenses in connection with the acceptance and/or cashing of bills of exchange or checks shall be invoiced separately and shall be due for payment immediately upon NTS's demand for payment.
- 3.5. **If the Customer is in distress or in need of reorganisation, he shall notify NTS in writing (e-mail or fax is sufficient) over the course of submitting his binding offer. For the purposes of these GTCs, the Customer is in distress if (a) he is insolvent (Section 66 IO (Austrian Insolvency Code)) or threatened with insolvency (Section 6 para. 2 ReO) or (b) over-indebted (Section 67 IO), or (c) the company's equity ratio (Section 23 URG (Austrian Business Restructuring Act)) is less than 8% and the notional debt repayment period (Section 24 URG) is more than 15 years.**
- 3.6. In the event that a contract is concluded with a Customer who, upon submission of his offer, fulfils the requirements of item 3.5 (i.e. distress or need for reorganisation), it shall be deemed agreed that services by NTS shall be rendered exclusively against prepayment, irrespective of the question whether or not Customer has duly informed NTS thereof upon submission of his offer. The customer bears the burden of proof that he has not fulfilled the requirements of item 3.5 at the time of submission of his offer.
- 3.7. With regard to the right of NTS to make payments due immediately in case the economic situation of the Customer deteriorates, the following shall be added to item 5.1 sublit (a).
- 3.8. In the event that the payment deadline is exceeded, default interests shall be agreed in accordance with § 456 of the Austrian Commercial Code (UGB). A reminder fee of EUR 40,- per reminder is agreed. The assertion of further debt enforcement costs in accordance with § 458 UGB remains unaffected.
- 3.9. If payment by instalments is agreed, then the entire outstanding purchase price shall become due in the event of non-payment or delay in payment of even one instalment. By agreement of both parties to the contract, incoming payments will first be credited against costs, then against

interest, and then against capital. NTS is, however, free to choose to credit the most senior respective debt position. Deviating payment dedications of the Customer are not permitted and will not be taken into account.

- 3.10. If and as long as the Customer is in (also merely objective) default of payment, NTS shall be entitled to withhold contractual services not yet rendered and to refuse to render such services until the outstanding, due claims have been settled in full by the Customer (including default interest and lump-sum reminder fees). In the case of services with continuing performance character - in particular in the case of licensing of software for a limited period of time by NTS, e.g. on a subscription basis - NTS shall furthermore be entitled to withdraw or prohibit the Customer from using the contractual service (e.g. the licensed software) until the claims have been duly settled. The Customer may not derive any claims from a justified refusal of performance on the part of NTS.
- 3.11. **Special rights to refuse performance may result from shrink-wrap terms and conditions accepted by NTS on behalf of the Customer (cf. Section 10) or from such terms and conditions of third parties accepted by the Customer itself. NTS shall be entitled to withdraw or prohibit the Customer from using the contractual service (e.g. the licensed software) if, to the extent and as long as the respective measure serves to enforce a justified right of a third party (e.g. the respective software licensor) to refuse performance and the third party instructs NTS accordingly. The Customer may not derive any claims from such action on the part of NTS either.**
- 3.12. The Customer shall only be entitled to set-off or retention rights if his claim has been legally established or is undisputed. Furthermore, the right of retention only applies if it originates from the same contractual relationship.

## 4. NOTIFICATION OBLIGATIONS OF THE CUSTOMER

- 4.1. Customer shall be obliged to notify NTS without delay in writing (e-mail or fax sufficient) if circumstances exist which may give rise to justified concerns regarding the Customer's creditworthiness or the Customer's ability to properly meet his liabilities towards NTS on the due date. In particular, the Customer shall inform NTS in this sense about (in each case foreseeable or already occurred) (a) deterioration of his creditworthiness or probability of default according to the assessment of the Kreditschutzverband (KSV) 1870 or comparable creditor protection associations, (b) mathematical over-indebtedness, (c) imminent insolvency, (d) payment delays, (e) applications (by the Customer himself or by third parties) to initiate insolvency and/or reorganisation proceedings regarding the Customer's assets, as well as (f) possible refusals to initiate insolvency proceedings regarding the Customer's assets due to lack of assets. If the Customer violates his information duties, he shall be liable to NTS for all disadvantages and damages resulting therefrom.

## 5. DETERIORATION OF THE ECONOMIC SITUATION OF THE CUSTOMER, WITHDRAWAL FROM THE CONTRACT BY NTS

- 5.1. For the purposes of these GTCs, a deterioration of the Customer's financial standing, indebtedness, creditworthiness, and/or solvency shall always be deemed significant if objectively justified doubts arise as to whether or not the Customer will be able to fully service and fulfil his debts and liabilities towards NTS when due. A significant deterioration is presumed refutably (see item 5.3) if (i) the Customer is more than 45 days in arrears with due payments and/or (ii) one of the cases of item 4.1 sublit (a) to (f) occurs; furthermore, if an insurance

company entrusted by NTS with the insurance of payment defaults refuses the coverage for the specific transaction.

- 5.2. In the event of a significant deterioration of the Customer's financial standing (in particular if an insurance company entrusted by NTS with the insurance of payment defaults refuses coverage for the specific transaction), indebtedness, creditworthiness, and/or solvency compared to the situation upon (i) submission of the Customer's offer and/or (ii) conclusion of the respective contract, and in the event of reasonable suspicion that such a significant deterioration might occur, NTS shall be entitled - unless mandatory statutory provisions to the contrary exist - (a) to declare the outstanding claims against the Customer under the respective contractual relationship due and payable with immediate effect, despite any other agreed term of payment, moreover, in the case of services with continuing performance nature, to switch to periodic invoicing in advance (insofar as such invoicing was not already provided for), and to withhold or suspend all outstanding deliveries and services until all affected outstanding claims have been settled in full, and/or (b) to demand adequate security of the outstanding claims by the Customer (e.g. information on granting liens and the like, in each case at NTS' discretion), and/or (c) to declare the immediate withdrawal of the contract with the Customer or its termination without notice and to claim compensation for all resulting losses.
- 5.3. In case of dispute or upon respective request by NTS, the Customer shall prove that a significant deterioration of his financial standing, creditworthiness, indebtedness, creditworthiness, and/or solvency has not occurred, and that there are no justified suspicions suggesting the occurrence of such significant deterioration. If the Customer has duly complied with its information obligations pursuant to items 3.5 and 4, NTS shall only exercise its rights pursuant to item 5.2 if it has previously granted the Customer at least five working days to provide the evidence pursuant to this item 5.3 and this evidence has failed; if the evidence succeeds, this shall not prevent NTS from reassessing the factual situation in the event of a change of circumstances. For the purposes of these provisions, working days are all weekdays from Monday to Friday, excluding Austrian public holidays.
- 5.4. In the event of withdrawal from the contract (ex tunc), the reciprocally provided services must be reversed immediately in each case. In this connection, the Customer shall pay an appropriate user fee for services rendered by NTS and/or goods or works already used by him after delivery.

## 6. RESERVATION OF TITLE

- 6.1. Delivered goods or works shall remain the property of NTS until complete payment, including default interest and reminder fees.
- 6.2. During the entire period of the reservation of title, the Customer shall not be permitted to make any legal transactions regarding the goods or works that could frustrate the reserved property of NTS, in particular the goods or works may neither be sold, pledged, transferred by way of security, rented, or otherwise made available to third parties for use. In case of processing, mixing, or combination of the goods or works under reservation of title with materials owned by the Customer, it is agreed that ownership by NTS shall not expire, but co-ownership shall be created in proportion to the contributions to the newly created object. The Customer undertakes to transfer to NTS the co-ownership share resulting as a security for the remaining purchase price claim, until full payment of the purchase price owed. If the debt is not repaid on time, NTS shall be entitled to utilise the property transferred by way of security by way of executive or extra-judicial sale analogous to the provisions of Sections 461 ff and 466a ff ABGB (Austrian Civil Code) and to satisfy itself from the proceeds. Any surplus amounts from the sale of

the Customer's co-ownership share must be surrendered to the Customer. Upon request, the Customer shall provide NTS with a comprehensive sales power in writing for out-of-court sales.

- 6.3. Insofar as NTS grants the Customer license rights to goods or services, the respective rights shall be granted exclusively concurrently against payment of the license fee agreed with the Customer (*urheberrechtlicher Eigentumsvorbehalt*). In the event of non-payment by the customer, clause 3.10 and clause 6.2 shall apply *mutatis mutandis*. If the Customer is granted license rights to goods or services by third parties, special retention of title rules may result from shrink-wrap terms and conditions accepted by NTS on behalf of the Customer in this context (cf. Section 10) or from such terms and conditions of the respective third parties accepted by the Customer itself. Reference is again made to item 3.11.

## 7. PLACE OF PERFORMANCE AND APPLICABLE LAW

- 7.1. In the absence of any other agreement, the place of performance for the performance obligations resulting from the respective contractual relationship is 8010 Graz, Austria. The court of jurisdiction for all disputes arising from and/or in connection with the respective contractual relationship shall be the competent court in 8010 Graz, Austria. The mutual business relationship shall be governed by Austrian law to the exclusion of its conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods.

## 8. DELIVERY AND DELAY

- 8.1. Sofern im Einzelnen nicht schriftlich Abweichendes vereinbart ist, erfolgt die Lieferung von Waren jeweils EX WORKS gemäß INCOTERMS 2020.
- 8.2. Unless otherwise agreed in writing (e-mail or fax is sufficient), a delivery period of at least 3 months shall be deemed agreed. In the absence of an express, written (e-mail or fax is sufficient) commitment, all delivery dates and delivery periods are subject to change and may be reasonably adjusted (i.e. extended or postponed) by NTS if necessary (also several times). If a delivery date or a delivery period within the meaning of this clause 8.2 has been expressly agreed in writing as binding, this period shall commence on the date of acceptance of the order (= the Customer's offer) by NTS.
- 8.3. Partial deliveries and services are permissible and cannot be rejected by the customer. If a contract is fulfilled in parts and a binding fulfilment date is agreed only for the entire delivery/service, the last partial delivery or service must be made no later than the relevant date. For the settlement of partial deliveries or services, reference is made to item 3.4, second sentence.
- 8.4. Delay in delivery of up to 4 weeks shall not entitle the customer to withdraw from the contract or to assert claims for damages under the title of delay in performance. This shall apply even in the event that fixed delivery periods or "fixed delivery date" have been expressly agreed.
- 8.5. NTS shall not be liable to Customer for any delay or failure to perform any obligation under the applicable Agreement if and to the extent that such delay or failure is due to a Force Majeure Event, i.e. an event beyond the reasonable control of NTS (including internet or public telecommunications network failures, hacker attacks, denial of service attacks, viruses or other malicious platform attacks or infections, power outages, changes in law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars, strikes, failure or delay in delivery by suppliers and the like). In such cases, the procurement risk shall be borne by the Customer within the scope of their duration and scope, so that NTS shall not be obliged to make

covering purchases, and agreed delivery or performance periods and dates shall be extended or postponed accordingly. If one or more events of force majeure affecting the performance of NTS's obligations under the respective contract last for more than 120 days in total, the Customer shall be entitled to terminate the affected contract with immediate effect by notifying NTS accordingly in writing; any further claims of the Customer shall be excluded.

- 8.6. The Customer is obliged to accept goods or works delivered in accordance with the contract. If the Customer refuses to take over the goods or works delivered according to the contract, NTS shall be entitled to store the goods/works in the name, at the risk as well as at the expense of the Customer and to insure them adequately. If the Customer does not duly take over the goods/works within a further 30 days at the latest despite repeated express request for acceptance, (a) NTS shall no longer be subject to any safekeeping obligations regarding the goods/works, (b) NTS shall be entitled to deposit the goods/works at any place not obviously unsuitable for the Customer's collection (whereby it is expressly stated that a place where the goods/works are not protected against access by unauthorised third parties and/or natural influences such as rain, snow etc. shall not be regarded as obviously unsuitable within the meaning of these GTCs) and (c) the Customer shall bear the sole risk of damage, loss and reduction in value of the goods/works deposited for collection (if the Customer's obligation to pay the agreed purchase price remains unaffected). In addition, the Customer shall compensate NTS for all damages and disadvantages resulting from the improper acceptance of the goods/works.
- 8.7. If the Customer refuses to accept the goods/works contrary to the terms of the contract, NTS shall furthermore have the right to withdraw from the respective contract without notice, to sell the goods/works elsewhere, and to fully regress to the Customer with regard to all damages and disadvantages arising from the withdrawal from the contract.

## 9. SPECIAL DELIVERY CONDITIONS FOR THIRD COUNTRIES

- 9.1. NTS points out that according to EU Regulation (EC) 428/2009, a delivery of dual use products (products usable for both civil and military purposes) to third countries is subject to authorisation for all European companies.
- 9.2. By submitting his offer, the Customer expressly confirms receipt of the relevant information [C:\Users\lfrullard\Documents\Kundenhinweis Englisch \(1\).pdf](C:\Users\lfrullard\Documents\Kundenhinweis Englisch (1).pdf)

and undertakes towards NTS (a) to complete the Customer Certificate completely and correctly and to send it duly signed to NTS (as stated therein), (b) to submit the confirmations contained therein truthfully and to comply with the submitted confirmations, and (c) to repeat steps (a) and (b), if necessary, upon request by NTS in order to ensure that the Customer Certificate is up-to-date.

## 10. LICENSE GRANT, THIRD PARTY LICENSE TERMS, AUTHORIZATION

- 10.1. The contractual use of delivered hardware by the Customer may require the Customer to conclude a separate license agreement on the use of certain software or on the use of certain subscription services or similar ("Necessary Licenses"). The respective licensing is - subject to



Section 10.2 first sentence - an agreement between the Customer and the holder of the rights to the services with regard to which the Necessary Licenses are granted. The respective agreement must be concluded at the latest when the Hardware is commissioned by the Customer and shall limit the use of the intellectual property rights to the Services covered by the Necessary Licenses. Before NTS enters into a contractual relationship with the Customer, NTS shall inform the Customer accordingly about the possible requirement to acquire Necessary Licenses.

- 10.2. NTS shall owe the granting of Necessary Licenses personally only if this has been expressly agreed in writing in the individual case. Otherwise, the granting of the respective license rights shall be effected exclusively via the respective rights holders, either by way of acceptance of shrink-wrap terms by NTS on behalf of the Customer (cf. Sections 10.3 and 10.4) or by way of acceptance of the related license terms by the Customer itself on the occasion of the commissioning of the Hardware.
- 10.3. For the contractual performance of services, it may be necessary for NTS to install the software(s), subscription services, subscriptions, etc. required for the operation of the delivered Hardware on the Hardware or to enable access thereto for the Customer, for which purpose the license terms of the respective provider for the acquisition of the Necessary Licenses must be accepted on behalf of the Customer ("Shrink Wrap Terms"). Shrink Wrap Terms may be embedded in electronic form in the respective Software or attached to the Software Documentation.
- 10.4. **NTS is authorized and empowered to confirm and accept the respective shrink-wrap terms and conditions on behalf of the Customer to the extent necessary to enable NTS to fulfil its performance obligations as agreed.**

## 11. TRANSFER OF RISK

- 11.1. The risk of accidental loss of the goods or works shall pass to the Customer upon handover of the goods or works to the courier or carrier, but at the latest, upon leaving the warehouse or works, even if the goods or works are to be delivered as agreed to an agreed destination.



## 12. SPECIAL PROVISIONS FOR MAINTENANCE AND SUPPORT OF HARDWARE AND SOFTWARE

- 12.1. The provision of technical support and maintenance services for hardware and/or software shall be expressly agreed between the parties, whereby point 2 shall be observed. The scope and content of the services in question shall - unless otherwise agreed in writing - be based on the NTS standard SLA valid at the time of the conclusion of the contract, which is available at the following link: [https://www.nts.eu/app/uploads/2023/05/NTS\\_Supportbedingungen\\_2023\\_DE-1.pdf](https://www.nts.eu/app/uploads/2023/05/NTS_Supportbedingungen_2023_DE-1.pdf)
- 12.2. The fee for agreed support and maintenance services shall be determined by the contract between the parties. In the absence of an express provision, the hourly rates of NTS current at the time of the conclusion of the contract shall apply, available at the following link: <https://www.nts.eu/stundensaeetze/>
- 12.3. The support and maintenance services shall be provided by NTS - at its reasonable discretion - by means of remote access or on site at the Customer's premises. Any travel costs shall be deemed to be working time and shall be charged to the Customer at the relevant hourly rates, unless a lump-sum payment or other deviating arrangement has been agreed.
- 12.4. The term of the respective support and maintenance contract results from the referring agreement of the parties. In the absence of an express provision, a contract term of 12 months shall be deemed agreed. If the contract is not terminated in writing by either party with a notice period of one month to the end of the respective term, it shall be automatically extended by a further 12 months in each case, unless the parties have provided otherwise in the respective contract.

## 13. WARRANTY

- 13.1. NTS shall be liable for the contractually agreed performance within the scope of the statutory provisions, unless otherwise provided for in the following.
- 13.2. NTS warrants that the delivered goods or the delivered work have the contractually agreed properties at the time of (agreed) handover to the Customer and can be used for the agreed purpose. Liability for any further properties of the goods or the work is excluded. The possible necessity for the Customer to acquire Necessary Licenses (cf. Section 10.1), about which NTS has informed the Customer prior to the conclusion of the contract, shall not be deemed a defect of the services owed by NTS.
- 13.3. The warranty period for goods delivered by NTS or work services performed by NTS shall be six months from the respective handover (or from agreed handover if the Customer refuses acceptance, contrary to the contract). This also applies to objects or works that are firmly attached to a building or to the ground. After expiry of the six-month period, all warranty claims shall expire, and the assertion of claims for damages due to defects in accordance with Section 933a ABGB (Austrian Civil Code) shall also be excluded. The Customer must prove the existence of the defect at the time of delivery of the item and that it was not caused by improper use by the Customer and § 924 ABGB is expressly waived. In case of a defect relevant under warranty law NTS shall, at its option, either repair or replace the item or - provided that the legal requirements for this are met - grant a conversion or price reduction.
- 13.4. Claims for damages, warranty claims and other claims of the customer mentioned in Section 377 para. 2 UGB expire, if defects which are recognisable in accordance with Section 377 para. 1 UGB are not reported in writing and by registered mail immediately, but at the latest within 7

days after handover/acceptance of the goods or the work to/by the customer or to/by an authorised third person named by the Customer or after execution of the order. Receipt of the written notice of defects by NTS shall be decisive for the timeliness of the notice of defects. It is stated for clarification only that any warranty claims (including claims for damages according to Section 933a ABGB) shall be excluded in any case, even if the Customer or third parties authorised by him carry out any changes, interventions, or repair attempts, etc. of whatever nature on the object of purchase or work, without prior written consent from NTS and without any corresponding prior declaration of consent by NTS, which thereby result in the defectiveness of the goods or work.

## 14. LIABILITY AND LIMITATION OF CLAIMS

- 14.1. NTS shall exclusively be liable for violation of contractual main performance obligations if such violation was caused intentionally or by gross negligence; in case of personal injury, NTS shall also be liable in case of slight negligence.
- 14.2. Liability for force majeure, lost profit, missing savings, loss of interest, indirect and consequential damages, idealistic damages, as well as damages from claims of third parties is excluded.
- 14.3. NTS shall not be liable for information given by telephone or oral statements or declarations of its employees, unless these have subsequently been confirmed in writing.
- 14.4. The liability of NTS shall be limited to the insurance sum available for the specific claim with Chubb European Group SE Versicherungsgesellschaft in the amount of EUR 10,000,000.00 for personal injury and/or damage to property, specifically with an annual limit of EUR 20,000,000.00 and EUR 5,000,000.00 for pure financial losses.
- 14.5. All claims for customer claims arising from and/or in connection with the respective contractual relationship shall expire within one year from the date the damage and the damaging party become known. The provisions of item 13.3 concerning the assertion of claims for damages in accordance with Section 933a ABGB (Austrian Civil Code) remain unaffected.
- 14.6. **Any compensation exceeding the respective liability insurance sum and the sublimits agreed therein for certain insured events pursuant to item 14.4 is expressly excluded, so that by accepting these GTC the customer confirms that he has inspected the insurance contract including the general and special terms and conditions or that the possibility of inspection was deliberately not taken advantage of. Nothing contained herein shall limit customer's claims for compensation for personal injury.**
- 14.7. The respective valid limits of liability shall apply to any insurance claim. If the total damage is higher, the compensation claims of the individual injured parties shall be reduced proportionately. Where there are two or more competing injured Parties, the maximum amount of each of Party must therefore be reduced in proportion to the amount of the claims.

## 15. INDEX ADJUSTMENT

- 15.1. All agreed prices, in particular the respective hourly rates (cf. Sections 3.2 and 12.2) shall be indexed according to the Consumer Price Index 2020 published monthly by Statistik Austria or an index replacing it. The index published for the month of January of the calendar year in which the respective contractual relationship enters into force shall serve as the starting point for the first indexation. The index number announced for January of the following year shall be used for comparison. All changes shall be calculated to one decimal place. **The indexation shall be carried out automatically and without the need for a separate announcement by NTS.** It shall take effect at the beginning of the day on which the index triggering the value adjustment is announced and shall affect all charges that are not yet due for payment on that day.
- 15.2. Item 3.3 shall remain unaffected.

## 16. SEVERABILITY CLAUSE

- 16.1. If any items of these GTC or of the respective contract is held void, unenforceable or ineffective, all other items shall remain in full force and effect. The Parties shall replace the affected provision with a provision that comes as close as possible to original intent of the Parties and to the economic effect of the affected provision - to the greatest extent permitted by law.

## 17. MISCELLANEOUS

- 17.1. Insofar as the present GTC require declarations or agreements to be in writing, this shall mean in writing within the meaning of Section 886 of the Austrian Civil Code (ABGB), unless expressly provided otherwise in individual cases.