

Mag.SZ/ET 20 TIMAG/3

Total-Information-Management TIM AG (hereinafter: “TIM AG” or “TIM”)
General Terms and Conditions
(Version April 2022)

1. Scope

- 1.1. The deliveries and services of TIM AG are provided exclusively at the following business conditions and provisions in the applicable specialist trade price list insofar as nothing is agreed to the contrary. Supplementary reference is made to the manufacturer's licence conditions appended to the contractual products.
- 1.2. In addition to the following General Terms and Conditions, the relevant GTC of the specified agreements apply to any further services and ranges of services of TIM AG (such as “On-Site-Maintenance Service” and “Software Support”). If this results in any contradictions, the special GTC of the relevant service ranges take precedence.
- 1.3. TIM AG does not recognise any contradictory customer conditions, or conditions in variance from the General Terms and Conditions of TIM AG, unless TIM AG had explicitly agreed to the applicability of these varying business conditions. Consequently, any silence of TIM AG with regard to the customer's conditions, or performance without reservation of TIM AG despite knowledge of such contradictory terms and conditions of the customer, shall not be deemed to be recognition of or agreement to the customer's conditions under any circumstances. Non-contractual ancillary agreements shall only be effective if confirmed in writing by TIM AG.
- 1.4. The Terms and Conditions of TIM AG, as well as any future supplements or amendments to our Terms and Conditions, will be announced on the internet website of TIM AG (www.tim-vad.at or the applicable internet address). TIM AG will transmit the GTC to the customer free of charge on their request for performances relevant to them or for services applicable to them. The customer will be explicitly referred to the applicability of the Terms and Conditions before the conclusion of an agreement or on the conclusion of an agreement (equivalent to a written confirmation).

- 1.5. The issuing of an assignment or order (subsequently “Order”) by the customer represents a binding offer, which TIM AG may accept within three weeks by sending an order confirmation or delivering the merchandise. On placement of an Order by the customer the applicable GTC shall be deemed to have been accepted by the customer. An agreement shall only be effective on the basis of the offer made by TIM AG with the receipt of, and in accordance with the contents of a written order confirmation (including sent via electronic media, e.g. by email or fax) sent by TIM AG to the customer.

The performance features and the object of performance will be conclusively described in the order confirmation and are binding. Any prior offers made by TIM AG – in particular with regard to technical descriptions, quantities, prices and delivery times – are non-binding.

- 1.6. TIM AG concludes agreements exclusively with companies in accordance with section 1 UGB. No agreements will be concluded with consumers in accordance with section 1 (1) KSchG.

2. Deliveries and services

- 2.1. The offers made by TIM AG are non-binding (without obligation), subject to alteration and are subject to the reservation that we are supplied by our suppliers. An agreement shall only come into force with a written order confirmation of TIM AG, however, with the acceptance of the delivery by the customer at the latest.

2.2. TIM AG may reject the offer in any case, if

- there are justified doubts regarding the identity for the legal personality of the customer;
- there are justified suspicions that the customer intends to misuse the services or performances in connection with these, in particular with fraudulent intent, or to tolerate misuse by third parties, or have already misused these, or the customer has tolerated misuse by third parties;
- the customer does not provide TIM AG with any delivery address or point of payment;

- the customer is in arrears with their payments or has breached material contractual obligations in an earlier or current contractual relationship with TIM AG;
- there are technical or commercial grounds that speak against a contractual relationship;
- there is a customer for whom there are justified suspicions that the performance provided by TIM AG will be used predominantly by a third party at which the grounds for rejection detailed above apply, or this customer has made incorrect or incomplete disclosures which make an assessment as per the grounds for rejection detailed above impossible.

2.3. The vicarious agents of TIM AG have no power of attorney at all to conclude individual agreements that deviate from these GTC.

2.4. When commissioning TIM AG the customer must provide proof

- of their identity;
- of their corporate status (documented by a company register extract, business licence etc.).
- If the customer is acting for a third party, the customer requires proof of their authorisation (power of attorney, company register extract etc.).

2.5. The customer is obliged to provide the required cooperation, which includes in particular providing the required information. In any case TIM AG assumes the information provided by the customer is accurate and complete and is not obliged to check this information. Further, the customer is obliged to support TIM AG in the provision of the performance and to create the necessary pre-conditions.

2.6. TIM AG shall deliver on behalf of the customer directly to its customers (end customer), unless delivery of the customer was agreed.

2.7. TIM AG reserves the right to make reasonable technical and design deviations from the disclosures made to the customer in brochures, catalogues and written documents, as well as changes to models, designs and material in the course of technical progress and further development, without the customer deriving any rights against TIM AG from these circumstances.

- 2.8. TIM AG is entitled to carry out reasonable part deliveries and to invoice these, unless the customer has no interest in the part delivery.
- 2.9. The pre-condition for compliance with agreed, written delivery dates or deadlines is that the customer carries out all cooperation actions required for the delivery or provision of the services and makes the agreed payments punctually. Otherwise, the delivery date or the deadline to provide the services shall extend appropriately. Agreed, written delivery dates shall be deemed to be met if the contractual product was handed over to the freight driver on the agreed delivery date, if no explicit, written agreement to the contrary was made.

Delivery dates/delivery deadlines are subject to the reservation that TIM AG is supplied correctly, completely, defect-free, and punctually. Unless delivery dates were explicitly agreed to be binding, delivery dates are non-binding and shall always be the probable point in time of provision and handover to the customer. Fixed dates require an explicit written confirmation from TIM AG. Delivery dates will be agreed in accordance with the probable capacities of TIM AG. Incidents for which TIM AG is not responsible and that delay/hinder the delivery of TIM AG or merchandise delivery, in particular force majeure, state actions, the non-issue of official permits, industrial action of all kinds, sabotage, war, terrorism, commodity shortages, and unforeseeable delayed material deliveries for which TIM AG is not culpable, shall free TIM AG from its obligation to perform for the duration of their effects. This exemption from performance also applies if it occurs during a delay that has already occurred. Consequently, this period shall be extended even in the event of a delay to any period of grace set by the customer for the duration of these effects. If delivery is impossible for TIM AG as a result of the effects detailed above for a period of more than six weeks, TIM AG shall be entitled to withdraw from the agreement, if it has not already been fulfilled. Any claims to compensation of the customer are excluded. TIM AG shall inform the customer in such a case and shall refund any advance payments that have already been made.

- 2.10. Any other overruns of delivery dates/delivery deadlines shall entitle the customer to withdraw from the agreement, if it had fruitlessly set TIM AG an appropriate period of grace of at least thirty days. The period of grace must be set in writing.

- 2.11. TIM AG may also withdraw from an agreement if after the conclusion of the agreement the manufacturer ceases production of the products that are the object of the agreement. TIM AG shall inform the customer of this without delay. Any claims to compensation of the customer against TIM AG are excluded.

3. Inspection and transfer of risks

- 3.1. The customer must inspect the merchandise after receipt without delay for completeness, correspondence with the delivery paperwork, and for any defects. This also applies in the event of a direct delivery made by TIM AG to the end customer. If a complaint is not made without delay, the merchandise shall be deemed to have been delivered properly and in full, unless a defect is involved that was not recognisable during an inspection.
- 3.2. In the event of transport damage, the orderer/customer must have the damage recorded by the competent position (carrier/parcel service) without delay, otherwise any resulting claims against the transport agent (carrier/freight driver), as well as against their insurance, may lapse or be excluded.
- 3.3. Minor defects that do not impair the functionality of the delivery item shall not entitle the customer to refuse acceptance.
- 3.4. The risk of accidental loss and accidental deterioration of the contractual product passes to the customer on handover to the carrier/freight driver or to their vicarious agents.

4. Prices and terms of payment

- 4.1. The prices of the applicable specialist trade price list are net and “ex stock”. Value added tax and other statutory deductions, as well as packaging, transport costs, transport insurance, environmental and settlement lump sums, or any other contractual ancillary costs, shall be invoiced to the customer separately and are not included in the price.
- 4.2. Invoices are payable by SEPA direct-debit entry on the day after the delivery, insofar as nothing is agreed to the contrary. The customer shall issue a corresponding direct debit mandate to TIM AG on the conclusion of an agreement. Cheques will only be accepted on account of performance. If payment is not made punctually at the agreed terms of payment, interest on arrears of 9.2 (nine point two) percentage points p.a. above the applicable base rate shall be paid. The customer shall refund TIM AG any further losses.

- 4.3. If the customer is granted special conditions for certain end customers by TIM AG, the end customer shall only be permitted to use the delivery or services of TIM AG for those end customers detailed in the quotation or in the order confirmation. If the customer passes on deliveries or services of TIM AG to other end customers nevertheless, TIM AG reserves the right to charge the customer the difference between the delivery or services granted at special conditions and the normal tariff.
- 4.4. If the agreed payment conditions are not met without any justifiable reasons, TIM AG may at any time demand delivery concurrently optionally in return for cash payment, advance payment or the provision of security. All outstanding receivables, including those for which TIM AG has accepted bills of exchange or for which payment by instalments has been agreed, shall in this case become due for payment immediately, insofar as these relate to the same legal relationship.
- 4.5. Notwithstanding the payment provisions of the customer TIM AG is entitled initially to credit payments to its older debts. If costs have already been incurred as a result of arrears, TIM AG is entitled to credit the payment initially to costs, then to interest, and finally to the main performance.
- 4.6. Any offsetting by the customer with counterclaims or exercising of a right of retention due to such receivables by the customer is not permissible, unless these are disputed by TIM AG or are legally enforceable.
- 4.7. If there is any deviation from the above terms of payment without any legally-justifiable grounds, TIM AG may at any time demand delivery concurrently optionally in return for cash payment, advance payment or the provision of security. All outstanding receivables, including those for which TIM AG has accepted bills of exchange or for which payment by instalments has been agreed, shall become due for payment immediately.
- 4.8. The payment conditions granted exist with regard to the credit limits set by TIM AG for each individual assignment. If the current credit limit is exceeded, TIM AG reserves the right to demand the remainder of the value of the assignment as an advance payment. If creditworthiness subsequently changes, TIM AG is entitled to demand payment concurrently on delivery or appropriate provision of security, and to withdraw from the agreement in the event of non-fulfilment.

5. Retention of title

- 5.1. TIM AG retains title to the delivery item until receipt of all payments from the business relationship with the customer/purchaser. Retention of title also extends to the recognised balance, insofar as TIM AG enters receivables from the customer/purchaser in the current account (current account reservation). The customer only has a provisional, purely usage relationship under the law of obligations until payment in full of all their payables.
- 5.2. In the event of conduct of the customer/purchaser (customer of TIM AG or end customer) that is in breach of contract, in particular in the event of payment arrears, threatened cessation of payment or in the event of judicial execution or judicial administration against the customer/purchaser, TIM AG shall, after setting an appropriate deadline, be entitled to take back the delivery item; the customer/purchaser is obliged to surrender the same. If TIM AG takes back the delivery item, this shall always mean a withdrawal from the agreement. An attachment of the delivery item shall also always mean a withdrawal from the agreement. In the event of attachments or other third-party interventions, the customer/purchaser must notify TIM AG in writing without delay so that a lawsuit may be filed and/or surrender may be requested. If the third party is not in a position to refund the costs of the judicial and extra-judicial costs incurred, the customer/purchaser shall be liable for the shortfall incurred by TIM AG.
- 5.3. In the event of arrears in payment the customer is revocably entitled to pass on the reserved goods in orderly business, if they also resell subject to their own reservation of title, but not to attachment or transfer as security in any form. In the event of third-party interventions on the reserved goods, the customer must point out the ownership of TIM AG and inform TIM AG without delay.
- 5.4. The customer/purchaser is entitled to resell the delivery item in orderly business. However, the customer now assigns to TIM AG all receivables at the amount of the final invoice amount (including VAT) that the customer receives from their buyer or third parties from the resale. This assignment is made regardless of whether the delivery item has been resold without or after processing. The customer/purchaser is also empowered to collect this receivable after its assignment. The authority of TIM AG to collect the receivable itself remains unaffected. However, TIM AG is obliged not to collect the receivable itself as long as the customer/purchaser properly meets their payment obligations and is not in arrears of payment. In the event of any breach of the payment obligations or of arrears in payment, TIM AG may demand that the customer/purchaser notifies TIM AG of the assigned receivables and their debtors, provides all disclosures required for collection, surrenders the accompanying documents, and notifies the debtors (third parties) of the assignment.

- 5.5. In the event of any combination, processing, mixing or reforming of the delivery item with merchandise that is not owned by TIM AG, TIM AG shall acquire co-ownership to the new item in relationship to the value of the delivery item to the value of the processed item at the point in time of the processing. The statements detailed for items created by processing also apply to reserved goods. If such combination or mixing is carried out in a manner so that the customer's/purchaser's item is seen as the main item, it is deemed to be agreed that the purchaser transfers pro rata co-ownership to TIM AG. The customer/purchaser shall safeguard the sole or co-ownership for TIM AG.
- 5.6. The customer/purchaser also assigns to TIM AG the receivables to secure TIM AG's receivables that the customer/purchaser accrues through the combination of the delivery item with a plot of land from a third party.
- 5.7. TIM AG is obliged to release the securities to which it is entitled on demand of the customer/purchaser, if the value of the securities exceeds the value of the unpaid receivables of TIM AG by more than 20%.
- 5.8. In the event of arrears in payment, including from other and future deliveries or services of TIM AG, or in the event of the financial collapse of the customer, TIM AG may enter the business premises of the customer in order to assert the retention of title to the reserved goods and to seize the reserved goods. If the pre-conditions detailed in the preceding paragraph occur while the reserved goods are in transit, the customer is obliged at the request of TIM AG to instruct the transporter as well as any other third party, irrevocably and without delay, to return the reserved goods to TIM AG immediately at the cost of the customer. TIM AG may resell merchandise taken back in orderly business and offset the costs of TIM AG with the proceeds.
- 5.9. The customer assigns its receivables from the resale of the reserved goods at the relevant invoice value of the reserved goods (including value added tax), with all ancillary rights, to TIM AG in advance at the point in time of the order. TIM AG accepts this assignment. The customer also remains entitled to collection after the assignment. Notwithstanding this, TIM AG is entitled to collection within the scope of orderly business, however, it will only exercise this right in the event of arrears in payment or in the event of an application to open insolvency proceedings against the assets of the customer.

On demand by TIM AG the customer shall specify the assigned receivables, make the required disclosures, and hand over documents. The customer is obliged to enter a corresponding note in its outstanding item lists and debtor accounts. TIM AG may disclose this assignment at any time in order to secure its payment entitlements.

- 5.10. TIM AG shall be solely responsible for the selection of the pre-conditions regulated under section 5.9. for receivables to be collected by TIM AG. It is made explicitly clear that the security assignment, including in the event of any disclosure and collection by TIM AG, is only made on account of performance.
- 5.11. Items delivered for test and demonstration purposes remain the property of TIM AG. The customer may only use items beyond test and demonstration purposes on the basis of a separate written agreement with TIM AG.
- 5.12. The customer must notify TIM AG of any judicial execution measures, or seizures, or other third-party disposals over the reserved goods, or over the receivables assigned to TIM AG, or any other securities, while simultaneously handing over the documents necessary for an intervention; this also applies to any other adverse effects. The customer must inform third parties and enforcement officers of the ownership of TIM AG.

6. Warranty

- 6.1. TIM AG shall be liable for material defects and defects of title on the delivered items and works, including incorrect and short deliveries, pursuant to statutory regulations, if nothing to the contrary is determined in Point 6 and Point 8. Without any explicit commitment TIM AG shall not accept any warranty that the service or delivery is commercially or technically usable for the purposes of the customer.
- 6.2. Statutory provisions about supplier recourse, the Austrian Product Liability Act ("Produkthaftungsgesetz") and the liability for guarantees remain unaffected.
- 6.3. TIM AG is entitled to provide part-performances. Part-performances are not deemed to be material defects in accordance with section 922 et seqq. ABGB.
- 6.4. Only the product information of TIM AG, which become items of the agreement, are an agreement on qualities. The technical data and descriptions in the product information alone do not represent any guarantee commitments of certain properties.

- 6.5. TIM AG does not grant its customers any guarantees, unless such guarantees were agreed individually and in writing between TIM AG and the customer. Any manufacturer guarantee acquired by TIM AG will be passed on to the customer.
- 6.6. TIM AG accepts no liability for any public statements made by third parties.
- 6.7. The pre-condition for any warranty claims of the customer is that the customer met the inspection and complaint obligations owed as per section 377 et seqq. UGB in writing, in particular that the defect identified is concretely reported and disclosed at the point in time the defect is identified. The customer must give TIM AG the required time and opportunity to inspect a defect subject to complaint, in particular to hand over the merchandise for this purpose or to grant access to the delivered merchandise for the purposes of the inspection.
- 6.8. The customer must prove the presence of defects. Section 924 ABGB shall not apply. Warranty claims are non-transferable.
- 6.9. In the event of a defect, rectification or subsequent delivery shall be provided at the choice of TIM AG. Replaced parts shall become the property of TIM AG. The pre-condition for supplementary performance in every case is that the customer sets an appropriate deadline in writing.
- 6.10. In the event of rectification TIM AG shall assume the work costs. All other costs of rectification, as well as the ancillary costs associated with a replacement delivery, in particular the transport costs for the replacement part, shall be borne by the customer, if these costs are not disproportionate to the order value. If TIM AG does not remedy a defect subject to complaint within an appropriate period of grace of a maximum of twelve months, the customer shall be entitled to withdraw from the agreement. This means that TIM AG will refund the purchase price to the customer, to an account specified by the customer, concurrently in return for the provision of the delivery or the service by the customer. However, there shall be no claims to compensation against TIM AG or the assertion of such claims shall be explicitly and irrevocably waived.
- 6.11. If the result of an inspection carried out by TIM AG on the basis of a defect report made by the customer is that no warranty case exists, TIM AG shall be entitled to charge all the expenses it has incurred to the customer. In this case all the expenses of TIM AG shall be invoiced at the relevant and applicable service prices of TIM AG.
- 6.12. The warranty obligation of TIM AG lapses in all cases in which defects and other adverse effects to the performances relate or could relate to improper operation by the customer, to an intervention made by the customer (e.g. amending the implementation) to a

performance provided by the customer (e.g. data and contents), or to an existing system environment at the customer for which TIM AG was not responsible, as long as and insofar as the customer does not prove that the aforementioned circumstances did not cause the defect.

- 6.13. Before return consignments to claim the warranty or for repairs, as well as returns of all kinds, the Contracting Parties must conclude an agreement for this purpose and an RMA number must be assigned. In this case the transport costs of the return consignments shall be borne by the customer in the respect that these increase because the merchandise delivered by TIM AG has subsequently been brought to a different location from the delivery location agreed with the customer. A credit note for returned merchandise shall be issued in this case with a deduction of the additional costs incurred by TIM AG. Return consignments that arrive without the agreement of TIM AG shall be returned to the customer at the costs of the same. A credit note for returned merchandise shall be issued in this case with a deduction of the additional costs incurred by TIM AG.

7. Commercial property rights and third-party copyright

- 7.1 Insofar as software is part of the scope of supply this will be provided to the commercial purchaser solely for one-off resale and to the end customer for sole use, i.e. they may neither copy nor amend nor provide the software to others for use. A multiple right of use requires a separate written agreement. Software is supplied on the basis of licence agreements between TIM AG and its suppliers. TIM AG will make these licence agreements accessible to the customers on handing over the merchandise. The customer is obliged to comply with these licence agreements and also refer their end customers to the licence conditions and to oblige these to compliance accordingly.

8. Liability

- 8.1 In the event of claims to compensation, in particular also due to the impossibility of the performance and positive breach of contract, TIM AG shall only be liable
- a) without limitations on the compensation amount for losses caused by the intent of the legal representatives or executives of TIM AG or by serious organisational culpability.

b) For losses caused by the culpable breach of material obligations, which are required to achieve the contractual purpose, in the event of gross negligence, limited to the amount of the loss that is typical for the agreement and was foreseeable on the conclusion of the agreement. In the event of gross negligence, the liability of TIM AG is limited to the cover total (insurance total) of its product liability insurance. TIM AG is prepared to allow the customer to view the corresponding policy. The same applies to losses caused by vicarious agents of TIM AG with gross negligence or intentionally without any breach of material contractual obligations. Otherwise, liability for minor negligence is excluded.

Statutory liability provisions apply to claims made from guarantees from supplier recourse and pursuant to the Austrian Product Liability Act (Produkthaftungsgesetz).

8.2 TIM AG will not accept any liability for losses caused by minor negligence. In the event of damage to property and financial losses caused by gross negligence, in the case of a breach of a material contractual obligation, the liability of TIM AG shall be limited to the losses foreseeable on the conclusion of the agreement and that are typical for the agreement.

8.3 The limitation of liability detailed under Point 8.2. also applies to claims resulting from culpability when commencing contractual negotiations. Furthermore, this also applies to claims resulting from liability in tort.

8.4 Liability shall be subject to a period of limitations of six months from the conclusion of the agreement. This applies accordingly to defect losses and consequential losses. TIM AG shall not be liable for any indirect losses, loss of profit, interest losses, omitted savings, consequential losses, financial losses, losses caused by third party claims or for the loss of data and programs and their recovery. If in any case a penalty was agreed, this shall be subject to judicial mitigation. The assertion of any compensation beyond the penalty is excluded; the penalty therefore forms the upper limit.

8.5 The limitations of liability do not apply in the event of any personal injury or damage to health, or in the event of death attributable to TIM AG.

8.6 TIM AG shall not be liable for the loss of data if the loss would not have occurred in the event of proper data backup in the area of responsibility of the customer.

The liability of TIM AG for the loss of data is limited to typical recovery that would have occurred in the event of proper backup.

- 8.7 The liability of TIM AG to compensate a material or immaterial loss pursuant to Art. 82 of the GDPR due to a negligent breach of provisions of data protection law is excluded.
- 8.8 If and insofar as liability of TIM AG is excluded, this also applies to the personal liability of management bodies, employees, workers, representatives and vicarious agents of TIM AG.
- 8.9 In variance from the statutory regulation the customer must assert warranty claims against TIM AG due to material defects within six months of the transfer of risks or of acceptance, otherwise these shall be time-barred.
- 8.10 This does not apply to claims to compensation resulting from the non-performance of warranty claims due to material defects, to claims resulting from restitution culpability, resulting from guarantee commitments, in the case of supplier recourse and in the event of fraudulent concealment of a defect. Statutory time limits apply in these cases.
- 8.11. Statutory time limits also apply to claims due to intentional or grossly negligent breaches of duties or the causation of death, personal injury and damage to health.

9. Export and import licences as well as anti-corruption

- 9.1 If TIM AG provides services across borders, these services are provided subject to the issue of export licences, in particular in accordance with German Federal foreign trade legislation. For this reason, the Customer declares and must ensure that they are not (i) based in a country or region that is subject to comprehensive US trade sanctions or other significant trade restrictions (including but not restricted to the Crimea, Cuba, Iran, North Korea and Syria) (these together the "Sanctioned Countries"); or (ii) on a list of restricted persons issued by the US government (including but not restricted to the *Specially Designated Nationals and Blocked Persons List*, *Foreign Sanctions Evaders List* and *Sectoral Sanctions Identification List*, as well as the *Denied Party List*, *Entity List* and *Unverified List*) (these together the "Restricted Party Lists"). Further, the customer confirms that they neither directly nor indirectly export, re-export, transfer or otherwise use the goods and/or services in breach of export legislation or with a purpose prohibited by this export legislation, to a Sanctioned Country, to a person or organisation on the blocked list or for usages in connection with nuclear, chemical, rocket or biological weapons.

Compliance with export control regulations is a material contractual obligation, the breach of which shall provide grounds for immediate termination with good cause. The Customer is obliged to find out about any relevant export restrictions and/or other licencing obligation and to ensure the legal pre-conditions of permissible export or shipment to third countries are met and to prove this on a request by TIM AG.

- 9.2 In order that neither TIM AG nor the customer are illegally preferred in the delivery of products or services, the customer is obliged to offer office holders or other persons with special public service obligations neither payments nor any other benefits for them personally or for their direct relatives as consideration for official actions.

10. Compliance

- 10.1 The customer is obliged to comply with all applicable national anti-corruption legislation, if applicable, in particular the Foreign Corrupt Practices Act of the United States (the "FCPA") and the UK Bribery Act 2010, as well as to take all necessary actions to avoid commercially-damaging actions (such as corruption, payments, the provision of items of value or gifts in order to influence the decisions of office holders, employees or officers of a company). Furthermore, the customer is obliged to conduct regular audits and reporting in order to guarantee compliance.

11. Other provisions

- 11.1 The customer is not entitled to assign their entitlements from the agreement.
- 11.2 It is explicitly agreed that Austrian law applies under the exclusion of rules of conflicts of laws (in particular UN sales law, CISG and the provisions of international private law). This also applies in the case that one Contracting Party has their registered office abroad.

- 11.3 The place of performance is the company registered office of TIM AG in Vienna. In order to rule on all disputes resulting from an agreement – including such a dispute over its existence or non-existence – the exclusive competence of the court that objectively comes into consideration at the registered office of TIM AG is agreed.
- 11.4. Order settlement shall be carried out at TIM AG with the help of electronic data processing. The customer hereby explicitly agrees to electronic processing and storage of their data that is created, notified and is required for order settlement within the scope of the business relationships with TIM AG. The customer also agrees that TIM AG may use this data for its business purposes in accordance with the Austrian Data Protection Act (Datenschutzgesetz). Consequently, TIM AG is entitled to send the customer direct advertising by email for its own, similar merchandise or services, if the customer has transmitted their email address within the scope of the business relationship and does not object to such use.
- The Privacy Policy is an integral constituent of the GTC and is appended to these. These will be handed to the customer on request and can be viewed on the internet website.
- The customer/purchaser may exercise their right to object without disclosing grounds at any time and amend or withdraw in full the declaration of consent issued with effect in the future. They may transmit an objection either by post, email or fax to TIM AG.
- 11.5. If one or more of the provisions of these General Terms and Conditions are or become ineffective, or if this contractual text contains an omission, the Contracting Parties shall replace or supplement the ineffective or incomplete provision with appropriate regulations that correspond to the commercial purpose of the desired regulation as far as possible. The validity of the remaining provisions remains unaffected.
- 11.6. No verbal ancillary agreements to this set of agreements shall be made. Any amendments to the agreement must be made in writing, this also applies to any deviation from the written form requirement thus set.