

Orders – General Terms and Conditions for Purchasing of TU Graz

1. Orders (Order forms) of TU Graz shall only become valid once they have been confirmed in writing by TU Graz and have been duly signed by the responsible person respectively by the authorized employee of TU Graz, or have been electronically signed by TU Graz.
2. Terms and conditions for services or for delivery of the Contractor as well as retentions on invoices or delivery documents etc. which are contradictory to the conditions of the objective order, are expressly invalid and shall under no circumstances be binding for TU Graz.
3. If the Contractor is not able to meet the agreed dates of delivery and no separate penalty for a delay in delivery has been agreed between the Contractor and TU Graz, TU Graz shall be entitled to terminate the objective order in full or in part with immediate effect (“cancellation of order”). Furthermore TU Graz shall have the right to demand compensation for all costs and expenses from the Contractor which arose on her side in connection with the delay.
4. In case of qualitative deviations from the specification of the order or in case of an assignment of order by the Contractor to a subcontractor without obtaining prior written approval of TU Graz, TU Graz shall have the right to resign from the Agreement with immediate effect.
5. Invoices, documents of delivery and of performed services as well as all other correspondence shall always refer to the number of order (with reference to point 11.)
6. All deliveries and dispatch shall be free of costs for TU Graz and shall take place at the risk and cost of the Contractor to the place named by TU Graz.
7. All packaging material as well as any other garbage has to be taken back by the Contractor at his own expense. Otherwise the Contractor shall credit the equivalent amount on the invoice to TU Graz respectively the amount may be deducted by TU Graz from the total amount of invoice.
8. If the Contractor is in the course of his warranty responsibility obliged to make any modifications, changes or revisions, the Contractor shall be fully responsible for the equipment handed over to him by TU Graz for this purpose.
9. Works of Contractor, which are calculated according to the total expenses for materials, time exposure etc., have to be verified to TU Graz accordingly and have to be approved in writing by TU Graz before invoicing.
10. In case no separate payment conditions have been agreed in writing, payment shall only take place 30 days after receipt of invoice and after the full and total performance of the ordered services. Payments of TU Graz are made twice weekly, which may lead to minor delay in payments. For this reason the Contractor shall not be entitled to claim any discount or default interest.
11. All invoices shall **exclusively be addressed to Technische Universität Graz, Department: Finanzen, Rechbauerstraße 12, 8010 Graz**. The complete corporate name, identification and address of the Contractor as well as the **SAP purchase order number** and the data of purchase must be printed on invoices. Invoices have to be issued in a way that a comparison with the purchase order and an auditing can be easily made. TU Graz reserves the right to return invoices unpaid which are not being issued in accordance with its regulations, in particular with regard to its

purchase data or the sales tax regulations. In such a case an invoice is deemed not to be issued and the payment period starts to run after issuing a new (correct) invoice.

- 12. The invoices should preferably be issued electronically and must be sent exclusively direct from the supplier to finanzen@tugraz.at.**
- 13.** All disputes shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. Place of Arbitration is Vienna. The language of the Arbitration shall be conducted in English. All relations arising out of these Conditions shall be governed by and construed in accordance with the laws of Austria. The prevailing Party in any legal action shall be entitled to reasonable costs and fees in connection with the Arbitration procedure, including reasonable attorneys fees.
- 14.** Since 1.1.2004 TU Graz is a legal entity in law on its own. Therefore the respective applicable sales tax regulations have to be considered in case of issuing invoices.