

General Terms and Conditions of Purchase

1 Scope

- 1.1 These General Terms and Conditions of Purchase (GTCP) apply to all legal transactions of NOVOMATIC AG, Wiener Strasse 158, 2352 Gumpoldskirchen, company registration number FN 69548b, concerning the acquisition of goods and the receipt of other services from its contractual partners (suppliers). If reference in the material below refers to “goods” only, it shall also apply accordingly to other services.
- 1.2 These General Terms and Conditions of Purchase shall also apply to any future legal transactions with business partners of NOVOMATIC AG without referring to them in each instance individually.
- 1.3 The Supplier’s general terms and conditions of business and similar conditions shall only apply to the extent that they concur with these General Terms and Conditions of Purchase. Terms and conditions or other restrictions on the supplier’s part of any kind whatsoever that conflict with or deviate from these General Terms and Conditions of Purchase shall not become a part of the contract unless NOVOMATIC AG has agreed to them expressly in writing in each individual instance. In general, deviations from these General Terms and Conditions of Purchase shall only be effective if they are expressly confirmed in writing by NOVOMATIC AG.

2 Subject matter of contract

- 2.1 Together with a purchase order of NOVOMATIC AG, the General Terms and Conditions of Purchase within the meaning of **section 1** shall constitute an integral part of the legal transactions concluded with NOVOMATIC AG.
- 2.2 The specifications set out in catalogues, brochures, product information and other documentation and publications (Internet) of the supplier and any and all sub-suppliers (manufacturers) (e.g. dimensions, weights, illustrations and drawings) shall be binding. The same shall apply to relevant data sheets, technical specifications, etc.
- 2.3 Subsequent amendments to the subject matter of contract must be agreed upon in writing.

3 Offers, acceptance and relevant conclusion of contract – transfer of rights

- 3.1 Every supplier must adhere precisely to NOVOMATIC AG's enquiry in its offers and must expressly indicate any deviations.
- 3.2 The supplier’s offer must be free of charge and shall constitute no obligation on NOVOMATIC AG. The same shall apply to the provision of a cost estimate, which in case of doubt shall be deemed to be given binding the supplier vis-à-vis NOVOMATIC AG.



- 3.3 NOVOMATIC AG places its purchase orders (=acceptance) and changes to purchase orders in writing (including fax and/or e-mail). The contents of any purchase orders and changes thereto made orally shall only be binding on NOVOMATIC AG if subsequently confirmed in a written confirmation by NOVOMATIC AG to the supplier.
- 3.4 The contract between the supplier and NOVOMATIC AG shall be concluded upon the supplier's offer and the acceptance (=purchase order) by NOVOMATIC AG. The acceptance and resultant conclusion of the contract shall be effected by sending a purchase order to the supplier in accordance with **section 3.3**. Any and all deviations between the supplier's offer and the acceptance (purchase order) of NOVOMATIC AG shall be deemed approved if the supplier actually complies with the acceptance or does not expressly reject them in writing within three days. Any reference made by NOVOMATIC AG in its acceptance to the supplier's offer documents shall not be deemed to constitute an acceptance of the supplier's commercial terms and conditions (terms of delivery). Accordingly, the supplier's confirmations of order are merely acknowledgements, i.e. they have information status only and do not contain any binding declarations of will by the supplier. The supplier shall issue order confirmations within three working days if requested by NOVOMATIC AG.
- 3.5 Without the prior written consent of NOVOMATIC AG, the supplier shall not be entitled to transfer, charge and / or pledge rights or obligations connected with the contractual relationship with NOVOMATIC AG either in whole or in part to sub-suppliers (subcontractors) or other third parties. Nor shall the supplier be entitled without the prior written consent of NOVOMATIC AG to avail itself of subcontractors for purposes of performing the contracted services in whole or in part. Notwithstanding, - even if NOVOMATIC AG has given its written approval - the supplier shall be liable in every instance for the deliveries and services of its sub-suppliers (subcontractors) as for itself and shall be responsible for the sub-suppliers' compliance with all obligations as imposed on the supplier. The supplier shall not be entitled to set off any liabilities with own claims.
- 3.6 However, NOVOMATIC AG shall be entitled to transfer all rights and obligations connected with the contractual relationship with discharging effect to other enterprises, including without limitation affiliated companies (e.g. sister companies and subsidiaries) without the supplier's consent. In such case, NOVOMATIC AG will notify the supplier without delay of all essential information on that company.



4 Product Requirements, product qualities

- 4.1 Deliveries must correspond precisely to the quality conditions set out in the basic agreement and/or in the purchase order. To the extent and as long as a purchase order contains no special quality conditions, the delivered object must be of at least commercially customary quality and have the usually pre-assumed characteristics and conform to the applicable statutory and official administrative provisions in force at the destination, the supplier's head offices and the registered office of NOVOMATIC AG (in that order), including without limitation regulations on safety, labour protection and accident prevention, as well as applicable norms (e.g. national, Community and international norms and regulations, works standards), directives, complying with generally accepted state of the art and standards of technology and all regulations based thereon. The norms and drawings included in the purchase orders shall refer to the most recently published issues valid at the time of the purchase order unless expressly stated otherwise in the purchase order. All products must be in compliance with the RoHS II Directive 2011/65/EU, as amended, with the REACH Regulation (EC) No. 1907/2006, as amended and with the POP Regulation (EC) No. 850/2004, as amended.
- 4.2 NOVOMATIC AG shall supply upon supplier's request all necessary specifications. The request shall be addressed to NOVOMATIC's Environmental Management.
- 4.3 The supplier must familiarise itself sufficiently with the intended use of the delivery items and the requirements connected therewith.
- 4.4 The supplier shall acquire within sufficient time any and all import, export or other official authorisations, as well as any third-party approval or consent which may be necessary to perform the purchase order.
- 4.5 All EU directives regarding CE designation applicable to the product must be complied with. The corresponding declaration of conformity, including pertaining documentation, shall be included as part of the delivery.
- 4.6 At the request of NOVOMATIC AG, the supplier shall provide proof of preferential origin [Präferenznachweis]. Deliveries from EU third countries must conform to the rules on preferential origin in the respective treaties with the EU on preferential origin, unless expressly negotiated otherwise by contract.
- 4.7 Furthermore, the supplier shall upon request name without delay the manufacturer, importer or upstream supplier.
- 4.8 The supplier shall provide all components and services to fulfil all the requirements ordered by NOVOMATIC AG which shall already be included in the price, even if they are not expressly mentioned in the purchase order.
- 4.9 The supplier shall bear all expenses of materials and labour costs for all material certificates for primary materials.



5 Provision of material, documentation and lists of replacement parts

- 5.1 All documentation and equipment provided to the supplier by NOVOMATIC AG for production of the goods to be supplied, including without limitation samples and tools, shall remain the property of NOVOMATIC AG. The supplier may not use them for any other purposes, duplicate them or make them accessible to third parties. Upon request they are to be returned instantly to NOVOMATIC AG, together with all copies and duplicates. The supplier shall have no right of retention, as the right of retention is precluded expressly.
- 5.2 The supplier must provide lists of replacement parts in the language of the place of fulfilment by no later than the time of delivery.

6 Pricing, terms and conditions of delivery

- 6.1 Unless stated otherwise in the purchase order, prices shall include packaging, free delivery to the place of fulfilment, customs clearance, unloading (DDP) and transport insurance; they shall be fixed prices.
- 6.2 In the event that the price of the goods is calculated by weight or dimensions, only the weight and/or dimension upon acceptance by NOVOMATIC AG shall be applicable.
- 6.3 The destination (place of delivery) shall be the place of fulfilment in accordance with the purchase order, i.e. the head offices of NOVOMATIC AG (see **section 1.1** above) unless stipulated otherwise
- 6.4 Should delivery conditions be stipulated in the purchase order, they are to be interpreted according to INCOTERMS 2000. All relevant specifications made by NOVOMATIC AG regarding the mode of transportation, forwarding agent and the shipping instructions must be complied with unconditionally. The supplier must send a dispatch notice (shipping notice) to the respective receiving point at the destination on a timely basis. If the place of delivery is different from the head offices of NOVOMATIC AG, the supplier must also simultaneously provide a copy of the dispatch notice to NOVOMATIC AG.

Goods are accepted in Gumpoldskirchen on workdays (Monday through Friday). The delivery times set out in the purchase orders shall apply unless agreed otherwise.

- 6.5 The supplier must pack, label and dispatch products, in particular hazardous products, in accordance with the applicable national and international provisions and at its own expense. Any damage caused by improper packaging shall be for the account of the supplier.
- 6.6 The supplier must take back commercial reusable packaging at its expense.



- 6.7 The supplier shall be responsible for compliance with the delivery conditions by his sub-suppliers and contracted transport companies. All dispatches which cannot be accepted due to non-compliance with these provisions shall be warehoused at the supplier's risk and expense. NOVOMATIC AG shall be entitled to determine the content and condition of such dispatches.
- 6.8 Should the supplier reduce its prices and/or improve the conditions during the time between the order and the delivery, the prices and conditions valid on the day of delivery shall apply. Price increases and excess deliveries will only be accepted with the invoice if NOVOMATIC AG has given written consent thereto prior to receiving the invoice. Should the supplier disregard this condition, NOVOMATIC AG shall be entitled to reduce the supplier's invoice accordingly without notice.
- 6.9 The supplier is not entitled to claim any retention of ownership of any kind whatsoever.

7 Delivery notes and invoices, certificates of origin

- 7.1 A delivery note must be attached to every shipment stating the order number as well as any required information in regard of export permit regulations (e.g. Export Control Classification Number (ECCN), export control list number in accordance with the EU Dual Use Regulation or national law) or any eligibility for preferential treatment (e.g. movement certificate, certificate of origin etc.).
- 7.2 Invoices may not be enclosed with the shipment. Invoices that do not indicate the order number or do not meet with the legal provisions (including without limitation the provisions contained in the turnover tax act) can be rejected. In the case of a rejection, the invoice shall be deemed as not issued.
- 7.3 Invoices must be issued according to the statutory provisions (e.g. Art. 11 of the VAT Act [Umsatzsteuergesetz] and correspond to the purchase order in terms of their mode of expression, text sequence, itemisations and prices. Additional performance or a performance shortfall must be indicated separately on the invoice. If products are subject to an export permit, the invoice must include all designations that are required for the product.
- 7.4 In the event that invoices do not correspond to **sections 7.2** and/or **7.3**, the client placing the order may demand that a new due and proper invoice be sent. Invoices shall not be due for payment until a due and proper invoice has been received.
- 7.5 All invoices for deliveries within the EU must contain the information required for fulfilling statistical requirements (Intrastat) applicable to NOVOMATIC AG (e.g. statistical article number, net weight of the goods, country of origin for each item on the invoice, etc.), as well as the contracting parties' VAT ID numbers.
- 7.6 Separate invoices are not to be issued for initial samples until a positive initial sample notification has been given.



8 Delivery dates and delay of the supplier

- 8.1 If a term for delivery has been agreed upon, it shall begin on the day the supplier receives the purchase order. Delivery and finalisation dates stipulated and / or negotiated by NOVOMATIC AG are fixed dates unless agreed otherwise; this means that the delivery items must be available to NOVOMATIC AG within usual local business hours on the stipulated delivery date at the stipulated delivery location.
- 8.2 As soon as the supplier can assume that it cannot deliver on time, it shall inform NOVOMATIC AG thereof, without delay and in writing, stating the reasons therefor and the expected duration of the delay.
- 8.3 Should the negotiated delivery date not be met, regardless of whether the supplier is at fault, the supplier shall additionally be obligated to pay a penalty of 1% of the net value of the undelivered goods up to a maximum of 10% of the total order value to NOVOMATIC AG for every workday or part thereof of delay in delivery. In the event of a delay NOVOMATIC AG shall, in addition and notwithstanding any other statutory or contractual claims, be entitled to cancel the contract after setting a reasonable period of grace. In the event that a firm deal was agreed upon, there shall be no requirement of a period of grace. In the event of a delay of the supplier, regardless of whether the supplier is at fault, NOVOMATIC AG reserves the right to source a substitute performance, the additional cost of which will be charged to the supplier.
- Assertion of other claims for damages in excess thereof shall remain unaffected thereby.
- 8.4 In the event of early delivery, NOVOMATIC AG reserves the right to bill the supplier for any resultant additional expenses, such as warehousing costs, etc. and to effect the payment in accordance with the date of delivery agreed upon and pursuant to **section 9** hereof.

9 Payment terms

- 9.1 Payment periods shall begin at the established time, no earlier than the time of receipt of the goods and the invoice and fulfilment of the terms and conditions for CE designation and declaration of conformity pursuant to **section 4.4**. Should the date of receipt of the goods and that of the receipt of the invoice be disparate, the payment period shall not begin until the later time. In the event of a complaint, the payment period for the invoice concerned shall not commence until the complaint has been completely settled free of faults. In the case of initial samples, the payment period for the invoice concerned shall not commence until a positive initial sample notification has been given.



- 9.2 Unless agreed otherwise, payments by NOVOMATIC AG will be made within 30 days less a 3% discount or within 60 days net, at the choice of NOVOMATIC AG. Payment shall not constitute acknowledgement of the correctness of the delivery and thus does not constitute a waiver of claims to which NOVOMATIC AG is entitled. Any bank fees imposed by the recipient's bank shall be borne by the supplier.
- 9.3 Payment shall not constitute acknowledgement of terms, conditions and prices and shall not influence the warranty rights and other rights to which NOVOMATIC AG is entitled as a result of deficiency of the performance. Notwithstanding any rights under **section 10.4** herein, NOVOMATIC AG shall be entitled to withhold payment until correction of the deficiency.
- 9.4 Default interest of 5% per annum shall be payable as of the due date should NOVOMATIC AG be in arrears.
- 9.5 NOVOMATIC AG shall be entitled to settle any payment obligations vis-à-vis the supplier by way of set off with claims vis-à-vis the supplier held by any company associated with NOVOMATIC AG via the Novomatic Group of Companies.

10 Acceptance of goods and warranty terms

- 10.1 The confirmation on the counter-note and/or receipt form on the receipt of goods by NOVOMATIC AG shall always apply with a proviso, i.e. the goods shall not be deemed accepted until the evidenced assessment made subsequently within reasonable time shows that the quantity is correct and/or that there are no deficiencies. The receipt of the goods, preliminary use or any payment made shall not be deemed acceptance of the goods or waiver of any rights. The supplier shall have the burden of proof that the delivery has been made free from any deficiencies, even after expiry of the first six months (§ 924 ABGB / Austrian Civil Code) from the final acceptance of the goods under **section 10.2** hereof.
- 10.2 The warranty period for movable goods shall amount to two years and shall commence per the day on which NOVOMATIC AG has definitively accepted the goods. Goods shall only be definitively accepted at all events if the terms and conditions for CE designation and declaration of conformity according to **section 4.4** are fulfilled. If NOVOMATIC AG is required to provide its customer with a warranty, NOVOMATIC AG may in turn demand a warranty from the supplier even after the expiration of that two-year period within six months of fulfilling the client's warranty claims.



- 10.3 The supplier shall warrant that the delivery items are shipped in accordance with the purchase order and that they correspond to the quality terms and conditions pursuant to **section 4.1** of these General Terms and Conditions of Purchase. Furthermore, the delivery items must correspond in all respects to any given model, sample and all specifications and be free from third-party rights. The delivery items and their basic materials must also correspond to the public representations made by the supplier and any and all sub-suppliers (subcontractors), including without limitations in brochures and product specifications (cf. **section 2.2**), as well as representations of all interlinks in the manufacturing and distribution chain and public statements of an entity that, by affixing its name, trademark or other indicator, designates itself as the manufacturer. The supplier's warranty shall also extend to the parts manufactured by sub-suppliers (subcontractors).
- 10.4 Should a delivery item have one or more defects, NOVOMATIC AG may, according to its choice (a) demand that the deficiency be rectified or that a delivery item free of fault be delivered (supplementary performance and/or rectification/exchange) or (b) reduce the charge to a reasonable amount (price reduction) or (c) dissolve the contract (nullification). In all cases, a written extrajudicial declaration from NOVOMATIC AG shall suffice. NOVOMATIC AG shall also be entitled to a price reduction and nullification if NOVOMATIC AG has demanded supplementary performance and the supplier refuses, fails to perform within a reasonable period of time (max. 14 days), if the attempt at supplementary performance fails or if further measures of supplementary performance are unacceptable for NOVOMATIC AG. No right of cancellation shall exist if dissolving the contract would not be commercially commensurate in view of an especially slight significance of the deficiency.
- 10.5 The supplier shall bear all costs and risks of supplementary performance, including without limitation costs of transportation.
- 10.6 NOVOMATIC AG shall make bests efforts to report delivery item deficiencies to the supplier without unnecessary delay; however the warranty rights and all other rights to which NOVOMATIC AG is entitled in connection with the deficiency of the delivery item shall remain unaffected by NOVOMATIC AG's approval of the delivery item or if no notice of defects was submitted or if it was submitted late. The commercial duty to notify defects shall not apply. Warranty claims expire at the earliest 3 years from the notification of a deficiency.
- 10.7 For defects which cannot be discovered within the warranty period, even with commercially reasonable and customary effort, NOVOMATIC AG shall be entitled to claim warranty within three months after discovering a defect even after the expiration of the warranty period and the supplier shall be under obligation to warrant for such defect as well.



- 10.8 If a defect is reported to the supplier within the warranty period, the warranty period shall be suspended as long as rights in connection with the deficiency are asserted without unnecessary delay. If the delivery item is replaced in its entirety, the warranty period shall begin anew; In case of a partial replacement this shall apply to the replaced parts.
- 10.9 After a reasonable period of time (max. 14 days) for the rectification of a defect has passed without the defect having been rectified, NOVOMATIC AG may repair the defect itself or have it repaired by third parties and may demand refund of the relevant expenditures. NOVOMATIC AG shall in particular be entitled to this right if supplementary performance has failed or is unacceptable to NOVOMATIC AG for good reasons that lie within the entity of the supplier, if the supplier seriously and definitively refuses to rectify the defect, if the rectification is not effected or cannot be effected by a contractually stipulated date or within a specified period, or in special circumstances which, in consideration of mutual interests, justify immediate action on the part of NOVOMATIC AG. NOVOMATIC AG may demand a reasonable advance from the supplier for expenses necessary to rectify such a defect. The costs of such rectification (substitute performance by third parties) shall be paid by the supplier in their full amount even if they are higher than the costs of rectification of the defect by the supplier would have been.

The supplier's warranty obligation continues for deliveries in which defects discovered are rectified by NOVOMATIC AG or third parties as per the foregoing paragraph.

- 10.10 Should a defect not arise until NOVOMATIC AG has begun processing or using the delivery item, NOVOMATIC AG shall also in every case be entitled to claim damages in the form of refund of expenses incurred in connection with using the defective material. The supplier shall fully indemnify NOVOMATIC AG for any and all claims asserted in connection with warranty and/or damages caused by goods delivered by the supplier.
- 10.11 NOVOMATIC AG may claim a non-interest-bearing guarantee retention of up to 10% of the total order value for the duration of the warranty period.
- 10.12 There must be no third-party rights of any kind to the delivery item at the time of acceptance by NOVOMATIC AG.

11 Liability for subsequent damage, product liability

- 11.1 With regard to damage caused as a result of a deficiency in the delivery item to other objects of legal protection (subsequent damage from a defect) the supplier's liability vis-à-vis NOVOMATIC AG cannot be precluded. Any financial damage (even if only financial damage is incurred) shall be compensated by the supplier in their full amount in accordance with the relevant legal provisions. The supplier shall be liable to compensate lost profits even in the case of slight negligence.



- 11.2 With regard to the products the supplier delivers, including partial products, the supplier shall undertake to refund NOVOMATIC AG for all expenditures connected with fulfilling and/or settling and/or preventing claims in connection with product liability. The supplier shall fully indemnify NOVOMATIC AG from third-party product liability claims as regards both personal injury and property damage. The supplier shall undertake to make best effort to support NOVOMATIC AG in preventing such claims (both extrajudicial and in court).
- 11.3 Should the supplier subsequently become aware of circumstances which could lead to product liability claims, the supplier shall be obligated to notify NOVOMATIC AG thereof without delay and to refund NOVOMATIC AG for all expenditures and damage which NOVOMATIC AG incurs in connection with any and all necessary measures with regard to defective products (e.g. product recall, exchange, etc.) and those for which third parties must be refunded.
- 11.4 To cover damages caused by a delivery item, by the supplier, its employees and/or agents in connection with the delivery of the goods, the supplier must maintain at its own expense a sufficient liability insurance policy with a renowned European insurance company, which insurance must at all events also cover claims in connection with statutory product liability as well. NOVOMATIC AG must be evidenced upon request of the amount of the coverage per case of damage. In addition, the supplier must evidence to NOVOMATIC AG an insurance policy with a renowned European insurance company which covers NOVOMATIC AG in the event of non-delivery, poor delivery and/or damages due to delay.
- 11.5 In addition, the statutory provisions on liability shall also apply.

12 Special provisions concerning hardware and software

- 12.1 Unless otherwise agreed in the purchase order, the hardware and the software shall always constitute a unity.
- 12.2 If the supplier is to supply software that has not been developed customized for NOVOMATIC AG, the supplier shall grant to NOVOMATIC AG a transferable and non-exclusive right of use which shall be unrestricted in time if payment of a non-recurring fee has been agreed upon for this. For any software developed customized for NOVOMATIC AG the supplier shall grant to NOVOMATIC AG a transferable exploitation right unlimited in time for all types of exploitation. Unless otherwise agreed, the current version of the source code to the software shall also be provided. The contractor shall install the software upon request and deliver to NOVOMATIC AG a data carrier that can be read on the system of NOVOMATIC AG containing the source and machine codes as well as relevant documentation (including without limitation testing procedures, error handling, etc) as well as comprehensive written user documentation in German.



- 12.3 Software developed customized for NOVOMATIC AG shall be deemed approved if the software has been running smoothly in a free-of-charge test operation over no less than four weeks without any error messages in compliance with the product requirement specifications agreed upon.
- 12.4 Under the warranty obligation, the supplier agrees to provide all subsequent program versions containing a correction of errors ("updates") free of charge. In addition, the supplier agrees to offer maintenance and software service to NOVOMATIC AG for the delivered software at customary market conditions over a period of no less than 5 years from approval.

13 Confidentiality and data protection

- 13.1 The supplier shall undertake to keep confidential information which has come to its knowledge in connection with the purchase order unless it is generally known or lawfully disclosed to him in another manner. The supplier shall use data disclosed to it exclusively for purposes of handling the order. The supplier shall also keep confidential drawings, samples, models, moulds and other manufacturing documentation and aids provided to him, which are and remain the material and intellectual property of NOVOMATIC AG and of which NOVOMATIC AG may legally dispose. The supplier must keep this information and documentation safe from third-party access and demonstrably impose this confidentiality obligation on his employees, sub-suppliers (subcontractors) and other third parties involved. The provisions on confidentiality and data protection shall continue to be in effect even after the purchase order is completely fulfilled and all contractual relationships with the supplier have ended.
- 13.2 The supplier's data in connection with the business transaction concerned shall in general be electronically processed for purposes of performing the contract only, in particular for administration and accounting purposes.
- 13.3 However, the supplier shall consent to the processing of data of the supplier in connection with the purchase order, and to the release thereof within the Group of Companies, of which NOVOMATIC AG is a member.
- 13.4 The supplier must handle the enquiry and the purchase order confidentially. The supplier shall be liable for losses which NOVOMATIC AG incurs due to infringement of this obligation (**section 13 Confidentiality**).

14 Advertising material and references

Without the prior, express, written consent of NOVOMATIC AG, the supplier may not make reference to the business connection with NOVOMATIC AG and/or affiliated companies or clients of NOVOMATIC AG and/or their affiliated companies of which it is aware in any information and advertising material.



15 Industrial property rights, copyrights

The supplier warrants and guarantees that none of the objects delivered in accordance with the purchase order infringes existing patent, trademark or design rights or copyrights belonging to or controlled by any other legal entity or individual. The supplier shall be obligated to defend, indemnify and hold NOVOMATIC AG and its customers harmless in regard of any liability, losses and costs that might occur as a result of a possible claim, complaint or a litigation due to an alleged or actual direct or contributory infringement, where the supplier is at fault, of any of the above rights in the course of the use or sale of the above-mentioned objects or parts thereof. In addition, the supplier warrants and guarantees that all information including technical specifications and certificates are correct and true to fact and / or that all delivered items are original products and no counterfeits. The supplier shall indemnify and hold NOVOMATIC AG harmless in regard thereof.

16 Termination of contract

16.1 Notwithstanding its other rights, NOVOMATIC AG is entitled to terminate this contract immediately for cause. This shall apply in particular if

- insolvency proceedings are opened on the supplier's assets or if a petition for opening such proceedings is turned down due to insufficient assets to cover costs or if conditions pursuant to Art. 66 et seqq. of the Insolvency Act [Konkursordnung] occur;
- there are circumstances which evidently make impossible the supplier's further due and proper fulfilment of the purchase order.

16.2 In the event of justified cancellation and notwithstanding further claims, NOVOMATIC AG may, according to its discretion, either retain goods already delivered against payment of a prorated amount or return them at the supplier's expense. In the event of cancellation for which the supplier is at fault, the supplier must also refund any additional expenses which the purchaser has incurred due to and in connection with any and all replacement deliveries by a third party (exchange covering purchase).

17 Change of contact data

The contracting parties shall mutually notify any change of address, telefax number or e-mail in writing. Until the other contracting party has received such notification, declarations shall also be deemed as sent if they have been submitted to the original address / fax number / e-mail. Change of authority of representation shall not become effective for this contractual relationship until the other contracting party has been notified in writing thereof. This shall also apply to authorities of representation entered in the Company Register.



18 Severability clause

Should any contractual provision be or become ineffective or null, the validity of the other provisions shall remain unaffected thereby. The contracting parties shall undertake to replace the ineffective or null provision with an arrangement which comes as close as possible in its commercial effectiveness to that of the ineffective or null provision.

19 Applicable law

Austrian law shall apply to these General Terms and Conditions of Purchase and all legal relationships between NOVOMATIC AG and the supplier. The United Nations Convention on Contracts for the International Sale of Goods shall be precluded, as well as the Rule on Conflict of Law in international private law and the non-compulsory provisions set out in the Europäisches Vertragsstatutübereinkommen [European Convention on the Law Applicable to Contractual Obligations].

20 Jurisdiction

All disputes in connection with and arising from the establishment of this contract and the contractual relationship and the legal relationships between NOVOMATIC AG and the supplier shall be decided exclusively by the court having jurisdiction in rem for Wiener Neustadt, Austria and, at the choice of NOVOMATIC AG, by the court having jurisdiction in rem for the precinct in which the supplier's head offices, branch office or assets are located. The supplier shall refund to NOVOMATIC AG any and all costs incurred in litigation, including without limitation costs of its professional legal representative and costs incurred prior to a law suit.

21 Effectiveness

These general terms and conditions (GTC) entered into effect on 5th December 2016 and supersede any GTC in effect up to that time.

