



# ROHDE & SCHWARZ

## General Terms and Conditions for Deliveries and Services for Use in Business Transactions with Entrepreneurs

Effective as from January 2020

### 1. General

These terms and conditions (hereinafter "GTC") shall apply to all deliveries and services of the ROHDE & SCHWARZ ÖSTERREICH Ges.m.b.H. (Rohde & Schwarz Austria Company Ltd.), hereinafter "RSÖ".

- 1.1. All deliveries of goods (e.g. products, equipments, complete systems; hereinafter "deliveries") and services (e.g. installation, assembly, calibration, repair; hereinafter "services") by RSÖ shall be made on the basis of these GTC, which shall remain effective even if RSÖ, in the course of ongoing transactions, does not expressly refer to these GTC in future contractual arrangements.
- 1.2. Any deviated or amended terms and conditions of corporations, body corporates organised under public law or special fund under public law (hereinafter "customer"), shall only be effective if RSÖ confirms such deviation or amendment for each contractual arrangement concerned in writing.
- 1.3. These GTC shall be integral part of the contract, which shall be deemed to be concluded upon the acceptance of order by RSÖ following the order of the customer. In case of any conflict between the terms of the acceptance order and these GTC, the terms of the acceptance order shall prevail. The customer's placement of an order with RSÖ confirms his/her acceptance of these GTC. Any deviation from these GTC shall only have legal validity if confirmed by RSÖ in writing. These GTC shall be deemed acknowledged upon acceptance of the goods and/or of the services at the latest.

### 2. Scope of Deliveries and Services

- 2.1. The scope of deliveries or services shall be determined according to statements mutually agreed upon in writing. Should a contract have been concluded without the inclusion of such mutual statements, either RSÖ's written confirmation of order or, in absence thereof, the customer's written order shall be applicable and binding.
- 2.2. All deliveries and services shall be subject to the regulations of the German Association of Electrical Engineers ("*Verband Deutscher Elektrotechniker*" - VDE) to the extent that they are applicable to ensure the safety and security of deliveries and services as far as these terms and conditions do not contain any divergent provisions. Deviations shall be permissible as long as the same level of safety is achieved by other means.
- 2.3. Documentary material, e.g. illustrations, drawings, weight and performance specifications in brochures, estimation of costs and data sheets, etc. do not include representations of technical characteristics, but merely descriptions of performance. RSÖ reserves the right to deviate from an order, even following confirmation thereof, to the extent that such deviations are based on and justified by technical advancement.
- 2.4. RSÖ unrestrictedly reserves all copyright, ownership and usage rights pertaining to its cost estimates, drawings, technical information, data, specifications and other documentary material. Without RSÖ's prior express written acceptance, the customer shall not be entitled to reproduce, copy, make available or otherwise pass on to third parties any such documentary material or technical information, or to use said material in any other manner whatsoever which could be in conflict with RSÖ's interests. Any and all drawings or other documentary material pertaining to offers made by RSÖ must be returned without delay if the order is not actually placed with RSÖ. Sentences 1 and 2 shall analogously apply to the customer's documentary material which, however, may be made available to such third parties whom RSÖ has permissibly subcontracted deliveries and services.

### 3. Prices

- 3.1. Prices for delivery are understood
  - CIP, within the European Union, the forwarding agent being chosen by RSÖ
  - FCA, outside the European Union, place being chosen by RSÖ,according to Incoterms 2020, ICC Publication No. 723, as far as these terms and conditions do not contain any divergent provisions. Prices, including commercial packing, are understood in Euro (€), plus the current legal VAT, and taxes, customs duties or charges or possible consular fees respectively authentication fees which may be imposed by a legislation other than the applicable law pursuant to article 13. The customer shall bear such taxes, custom duties and charges being imposed to RSÖ. Any costs arising of the packing of antennas and systems and for any special packing as may be requested by the customer will be charged separately.
- 3.2. Prices reflect RSÖ's cost situation at the time of the conclusion of the contract. Should any changes in costs occur up until the day of delivery/performance of service, RSÖ reserves the right to adjust prices, provided that delivery/service is rendered later than 4 months following the conclusion of the contract concerned. The adjustment shall not be applicable if RSÖ culpably causes a default in delivery.

### 4. Reservation of title

- 4.1. All articles delivered shall remain the property of RSÖ (retained goods) until all claims and accounts (including any outstanding balance claim out of open account) payable to RSÖ resulting from the business relationship have been settled by the customer, insofar this is permissible under the law of the country in whose territory the retained goods are located as agreed upon. If such law does not permit reservation of title to the retained goods, but permits reservation of similar rights, RSÖ shall be entitled to assert such rights. Ownership shall also be retained for such receivables which have been included in current accounts and for which the balance has been drawn and acknowledged. The customer shall support any measures in order to safeguard the ownership or the security interests related to the retained goods.
- 4.2. The customer shall not pledge or transfer as collateral to third parties any goods delivered by RSÖ, until the outstanding account in the sense of article 4.1. has been paid by the customer in full. The resale is only admitted to resellers in the course of normal business procedure and provided that (i) the reseller obtains payment of its client or (ii) if he expresses the reservation that the passage of title to the client will only be effected if the client has fulfilled all his/her payment obligations.
- 4.3. The customer assigns even now its claims out of the resell of the retained goods joint with all ancillary rights as well as such claims of the customer related to the retained goods, arising out of any other legal cause of action against its recipients or third parties (particularly claims in tort and claims of insurance benefits), including any outstanding balance claim out of open account for the amount due to RSÖ. RSÖ accepts herewith this assignment.
- 4.4. Should RSÖ's proprietary rights be dissolved through combination with another item, RSÖ shall acquire a joint ownership to such new item at the rate of the value of the combined retained good (invoice final amount including the value added tax) to the other combined items at the time of combination. In the event the retained good will be combined in such a way that the item of the customer has to be considered as the main item, both customer and RSÖ agree even now that customer shall transfer a pro rata joint ownership to RSÖ related to such item. RSÖ accepts herewith this transfer. Customer shall bear any costs which may arise out of enforcement claims which RSÖ asserts as joint owner.
- 4.5. To the extent that the value of all collateral rights to which RSÖ is entitled in the sense of Article 4. exceeds the amount of all secured claims by more than 20%, RSÖ shall, at the customer's request, release a corresponding part of the collateral rights. However, RSÖ shall be entitled to choose the retained good to be released.
- 4.6. The customer shall undertake to inform RSÖ without delay of any seizure, confiscation or other dispositions or access by third parties to goods which are the property of RSÖ. The customer shall also be obliged to indicate to third parties wishing to obtain access to the goods that said

goods are the property of RSÖ. To the extent the third party will not be able to reimburse the related judicial and extrajudicial costs to RSÖ, the customer shall be liable to pay such costs. In the case of any non-compliance with this obligation, the customer shall be liable to RSÖ for any and all damage resulting therefrom. The costs for any intervention necessary shall be borne by the customer.

- 4.7. RSÖ shall have the right to withdraw from the contract and take back the delivery items in case of a violation of an obligation by the customer, especially in the case of default in payment; the customer shall return the property.
- 4.8. The customer shall be entitled to collect the assigned claims as long as he complies with its payment obligations in favour of RSÖ. In the event the customer should be in default of payment, RSÖ shall be entitled to withdraw such right of collection. However, the customer shall not be entitled to assign such claims in order to collect them by way of factoring, unless the customer commits the factor irrevocably to cause the equivalent directly to RSÖ as long as RSÖ has claims against the purchaser.
- 4.9. To the extent the deliveries and/or services consist of software, the customer shall not obtain ownership, but solely the rights specified in article 9.

## **5. Terms and Conditions of Payment**

- 5.1. All payments shall be effected without deduction and free of charge to RSÖ within 30 calendar days following the invoicing date.
- 5.2. In the case of orders with a total value of more than € 50.000,-- net a noninterest-bearing down-payment of 30% plus applicable VAT is to be effected upon placement of such orders.
- 5.3. RSÖ reserves the right to demand payment securities and/or advance payments.
- 5.4. The customer shall only be entitled to use such claims for set-off purposes or to claim for a retention of payment which have been either expressly accepted by RSÖ in writing or established by court decision with non-appealable effect. The Customer shall be entitled to assert a right of retention only on the ground of claims that derive from the same contract as the corresponding counterclaim of RSÖ.
- 5.5. Should the customer be in delay of payment, RSÖ reserves the right, subject to the assertion of further rights, to charge annual default interest in an amount exceeding 8% of the base interest rate as communicated by the National Bank of Austria. In the case of delayed payment by the customer, RSÖ shall be entitled at its discretion either to make further deliveries and/or services dependent upon advance or collateral payments, to claim default damages, or to withdraw from the contract.
- 5.6. Any agreed reductions of price and agreed discounts of any kind related to the prices indicated in the contract will cease to apply entirely if the customer defaults with all or part of its payment and acceptance obligations with respect to RSÖ.

## **6. Due Dates for Deliveries and Services**

- 6.1. Compliance by RSÖ with due dates for deliveries and/or services shall be subject to the timely and proper fulfilment of all obligations by the customer, particularly timely receipt of all documentary material, requisite approvals and releases to be supplied by the customer, as well as the timely acknowledgement and approval of plans and schedules, and the compliance with the terms and conditions of payment agreed upon, and any further obligations, which are necessary for the proper and timely delivery and/or services by RSÖ. Should these requirements not be fulfilled within sufficient time, due dates are reasonably extended accordingly, plus a reasonable period for restart. In case a down payment has to be effected pursuant to article 5.2. or pursuant to an agreement between the parties, the preceding sentence shall be applicable accordingly.
- 6.2. Due dates shall be deemed to have been met if RSÖ has fulfilled its obligations pursuant to the applicable INCOTERMS set forth in article 3.1. Should deliveries and/or services be delayed for reasons attributable to the customer, due dates shall be deemed to have been met upon reporting readiness for delivery within the period agreed upon.
- 6.3. In the event that any non-compliance with due dates for deliveries and/or services is provably attributable to force majeure, such as operational breakdowns, military mobilization, war, civil insurrection, strikes, lockouts, traffic disturbances or the occurrence of other such unforeseeable impediments, any due dates affected thereby are reasonably extended, plus a reasonable period for restart. Events of force majeure in particular shall include all official actions and omissions (like for example the non-issuance, partial issuance or delayed issuance as well as the entire or partial suspension or abrogation of necessary governmental authorisations or permissions, the stop through customs authorities, the imposition of an embargo or sanctions of any kind whatsoever through an authority or an inter-, multi-, or supranational organization), restrictions on transport or energy consumption, but furthermore also general lack of raw materials and supply goods, as well as any other reasons not attributable to RSÖ, such as the non-delivery or delayed delivery from suppliers. Should such circumstances make delivery or service impossible, RSÖ shall be released from its delivery obligation. RSÖ shall inform the customer as soon as possible, if delivery due dates must be exceeded or if delivery is impossible. If an event of force majeure lasts more than six (6) months, each party shall be entitled to rescind from the contract.
- 6.4. In case of non-compliance with due dates for reasons exclusively attributable to RSÖ, the customer shall be entitled (to the extent that he can plausibly demonstrate to have incurred damage due to delay) to demand from the third full week of delay a compensation for delayed delivery in amount zero point five per cent (0,5%) for every next full week of delay up to a maximum totalling five per cent (5%) of the value of the delayed portion of deliveries and/or services.
- 6.5. The customer may also be entitled to demand payment of compensation for delayed delivery, if the circumstances defined in article 6.3. occur only after culpable delay on the due date originally agreed upon.
- 6.6. Compensation claims of the customer due to a default in delivery and any further claims for damages exceeding overall the limit of 5 per cent (5%) as defined in article 6.4. shall be precluded in all cases of delayed delivery (even after expiry of any extension period granted to RSÖ).
- 6.7. Customer shall only be entitled to withdraw from the contract pursuant to the legal provisions if the compensation referred to in article 6.4 has reached the limit of 5 per cent (5%).
- 6.8. Upon RSÖ's request the customer shall declare within a reasonable time period whether (i) he will withdraw from the contract due to delayed deliveries and/or services and/or (ii) he will claim damages in lieu of the performance or (iii) he will claim damages in addition to the performance or (iv) he will insist upon the performance of the deliveries and/or services. Any claim due to delay shall expire within a time period of six (6) month following the day of accrual and knowledge or grossly negligent lack of knowledge on the part of customer.
- 6.9. Should dispatch or delivery be delayed at the customer's request (or any other reasons attributable to the customer), a warehouse storage fee amounting to zero point five per cent (0,5%) of the invoice sum can be charged for each commenced month, beginning from the first day after notification of dispatch readiness. The warehouse storage fee shall be limited at the maximum to five per cent (5%) of the invoice sum. The parties shall be entitled to prove higher or lower storage costs.

## **7. Delivery/Acceptance**

- 7.1. The customer shall take over contractual deliveries and/or services according to the contract or accept them, if an acceptance has been agreed, even if they show minor defects.
- 7.2. The customer shall be obligated to inspect the deliveries for transport damage immediately upon receipt. Any claims for transport damage shall be precluded, unless such damage is reported without delay to the transport company for verification, in proof whereof the inspection form provided for such cases must be demanded. Should this not be possible, the customer shall notify the transport company and RSÖ without delay, and shall allow the transport company to view and to assess the extent of damage, for which a written report is to be recorded by both parties together. Should RSÖ not have participated in such an assessment, it must receive a copy of the written report.
- 7.3. RSÖ shall be generally exempted from the obligation to accept returned goods.
- 7.4. Partial deliveries as well as early deliveries shall be permitted, if they are reasonable to the customer.
- 7.5. If acceptance had been agreed and RSÖ demands acceptance of the contractual deliveries and/or services after completion, the customer shall make such acceptance immediately, but at the latest within two weeks. If the customer fail to make acceptance in due time or refuses acceptance without justification, the acceptance shall be deemed made. Acceptance shall likewise be deemed made if the deliveries – as applicable after completion of an agreed trial period – have been put to use.

## **8. Transfer of Risk**

- 8.1. The risk shall pass to the customer:
  - 8.1.1. in case of (partial) deliveries without services according to the Incoterms set forth in article 3.1.;

- 8.1.2. in case of (partial) deliveries combined with services at the date the customer puts the deliveries into operation; if a test run has been agreed, after the faultless test run. It is a precondition that the test run or the putting into operation follows on the operational installation or the assembly without delay. Otherwise the risk shall pass to the customer at the time of the operational installation or the assembly.
- 8.1.3. for the period of time in which the dispatch, the delivery, the beginning or the performance of the agreed services is delayed at the customer's request or for reasons attributable to him (default of acceptance). However, RSÖ is prepared to cause the protection measures demanded by the customer to be taken out at the latter's request and expense.

## **9. Software**

- 9.1 RSÖ grants the customer the non-exclusive right, to make use of the contractual computer programs and the corresponding documentation (both computer programs and corresponding documentation hereinafter "software") solely for the operation of the hardware intended or supplied therefore. The right of such use shall be limited to the agreed period, in absence of such an agreement the right of use shall be for an unlimited period. In particular, the right to use of the software shall not include the right to translate, to lease, to lend, to sublicense nor the right to distribute, to communicate to the public or to provide online such software to third parties outside the customer's company. Furthermore, the right of such use shall not include the right to reproduce unless such reproduction is necessary (i) to operate the hardware intended or supplied therefor or (ii) to make a backup copy. Unless otherwise provided by compulsory law or by written contractual provisions the customer shall not be allowed to edit, to decompile, to disassemble or otherwise reverse-engineer the software, whether in whole or in part, in order to acquire the source code.
- 9.2. RSÖ grants to the customer the right – which may be revoked in case of good cause - to transfer the right of use of the software to third parties. The transfer of such right to third parties shall only be permitted to the extent that the transfer is made only together with the hardware which the customer has purchased from RSÖ together with the software or for which the software of RSÖ is intended. In that case the customer shall impose the preceding obligations and limitations on the third party.
- 9.3. The software will be provided only in a machine-readable form (object code) and without any source code and source code documentation.
- 9.4. Any other rights to the software shall remain with RSÖ and/or the respective rightholder.
- 9.5. Insofar that software will be provided to the customer for which RSÖ only has a derived right of use and which is not open source software (third-party-software), the provisions agreed upon between RSÖ and its licensor concerning the use of software shall be applicable also for the relation between RSÖ and the customer and shall take precedence over the provisions of this article 9. Insofar that open source software is provided to the customer, the provisions concerning the use of software of such open source software shall apply prior-ranking to the provisions of this article 9. At least upon customers demand, RSÖ will provide to the customer the source code to the extent the provisions of use for the open source software require the hand over of the source code. RSÖ will make a reference at a suitable place to the existence and the terms of use of third-party-software, so provided, including open source software, and will make the terms of use available.

## **10. Liability for Defects**

- 10.1. In the event deliveries and/or services should have a material defect RSÖ shall, at its own discretion and free of charge for the customer repair, replace or reperform such deliveries and/or services (subsequent performance), provided that the cause existed already at the time of transfer of risk pursuant to article 8. It is a prior condition that the customer has fulfilled the obligation for inspection and notification of defects according § 377 UGB (Austrian Commercial Code).
- 10.2. Any claim of the customer related to material defects shall expire within a period of twelve (12) month, following the day of handover pursuant to article 3.1. and 6.2. respectively pursuant to article 7. in the event of an acceptance. This shall not apply to cases of intent, fraudulent concealment of a defect or non-compliance with expressly guaranteed quality.
- 10.3. The customer shall give detailed written notice of any material defect to RSÖ without delay. In the event of an unjustified defect notification, RSÖ shall be entitled to claim reimbursement from the customer for any costs incurred.
- 10.4. For the rectification of the defects, the customer shall grant RSÖ the necessary time and access as reasonably required by RSÖ. Should the customer refuse to do so, RSÖ shall be released from its liability for defects.
- 10.5. Should RSÖ fail to rectify any such defect within a reasonable grace period (in consideration of the minimum time limits set forth in article 10.7.) granted to it for this purpose, the customer shall be entitled either to withdraw from the contract or to demand a reduction of the purchase price.
- 10.6. Claims based on material defects shall not arise in case of (i) only insignificant deviations from the agreed quality and/or (ii) where the usability is impaired only insignificantly.
- 10.6.1. Furthermore, the liability for defects shall not include damage, occurring after the transfer of risk (e.g. due to incorrect or careless handling, excessive use, improper operational facilities, deficient construction work, inappropriate construction site) or normal wear and tear.
- 10.6.2. Furthermore, the liability for defects shall not include damage, occurring after the transfer of risk due to special exterior influences such as chemical, electrochemical, electrical or atmospheric influences not provided for under the contract.
- 10.6.3. Any liability for defects or consequences arising from modifications or repair work carried out by the customer or third parties shall also be precluded.
- 10.7. The supplementary performance period for subsequent rectification shall be 3 months, for replacement deliveries or services shall be 6 months, and shall continue at least until the expiration of the delivered article's original warranty period. The period of liability for defects shall be extended for the duration of operational downtime caused by the necessity for subsequent rectification, replacement deliveries or services with respect to all articles which cannot be properly operated due to such downtime.
- 10.8. The terms and conditions concerning warranty periods defined in articles. 10.2. and 10.7. shall not be applicable, if longer mandatory periods are stipulated by law. RSÖ's obligation to reimburse damages shall be governed by article 12.
- 10.9. Articles 10.1. through 10.7, and article 12. shall apply accordingly to claims by the customer for subsequent rectification, substitute delivery or damage compensation arising from RSÖ's violation of duties during contractual negotiations or non-compliance with accessory contractual obligations.
- 10.10. Necessary expenses for the purpose of supplementary performance, such as travel and transport expenses, material and labour costs, shall be borne by RSÖ to the extent that the delivered good has not been taken, contrary to its intended use, to a place different than the place of delivery. In the event the good has been taken according to its intended use to a place different than the place of delivery, RSÖ shall bear only those expenses which would have been occurred if the customer had not transferred the good. Any exceeding expenses for supplementary performance, caused by such transfer shall be borne by the customer.
- 10.11. To the extent that RSÖ has doubts concerning the quality and adequacy of articles made available by the customer for the implementation of a performance or the execution of a service, RSÖ reserves the right to refuse implementation of such performance, the execution of such service or to refuse the assumption of any liability, unless the customer removes all grounds for doubt on the part of RSÖ.
- 10.12. Software errors shall be deemed to be a material defect only if the customer can prove that there are reproducible deviations from the specifications. Whereas software errors shall not be deemed to be a material defect if the software error does not appear in the latest software version which has been supplied to the customer and if its application is reasonable to the customer. Furthermore, the liability for defects shall be precluded if a material defect results from (i) incompatibility of the software with data processing environment used by the customer (ii) use of the software together with software delivered from third parties, unless such use has been allowed expressly in the documentation of RSÖ or has been permitted otherwise in writing by RSÖ (iii) improper maintenance of the software by customer or third parties.
- 10.13. The calibration consist of ascertaining the connection between the values shown by a measuring instrument or measuring system and the corresponding values – as specified by standards – of a measurable variable under given conditions. The scope of measuring shall be determined through the technical data of the pertinent equipment specifications. Depending on the specific instructions, measured values shall be documented in a result report and established as correct at the time of testing. The customer shall be entitled to verify, at the time of testing, the correctness of the due and proper execution of calibration on RSÖ's business premises. Any further claim of the customer related to defects shall be precluded.
- 10.14. With respect to RSÖ, the customer waives any right of recourse pursuant to § 933b ABGB (Austrian Civil Code).
- 10.15. Any further claims related to material defects shall be precluded.

#### **11. Liability for lack of title/ Infringement of industrial proprietary rights**

- 11.1. RSÖ shall be obliged to perform the deliveries and/or services free from defects of title, e.g. industrial proprietary rights and copy rights of third parties (hereinafter "property rights") only in the country of the place of delivery. If a justified claim should be asserted from a third party against the customer due to infringement of property rights related to deliveries and/or services performed by RSÖ which the customer uses according to contract, RSÖ shall be liable within the time limit set forth in article 10.2. as follows:
- 11.1.1. RSÖ shall at its own choice and at its own expense either obtain a right of use the concerned deliveries and/or services, change such deliveries and/or services in order that property rights will not be infringed or replace them.
- 11.1.2. If RSÖ should not be able to remedy such infringement under reasonable conditions, the customer shall be entitled to withdraw from the contract or to claim for price reduction as regulated by law as well as to claim damages pursuant to article 12.
- 11.1.3. All RSÖ's obligation stated above shall only be applicable provided that (i) the customer informs RSÖ in writing and without delay about any claims asserted by third parties, (ii) that the customer does not acknowledge any infringements and (iii) that all defence measures and all amicable settlements proceedings remain reserved to RSÖ. In the event the customer should cease to use the delivered goods and/or services due to asserted claims of third parties he shall make sure, e.g. by informing expressly the third party, that such cessation shall not be deemed as an acknowledgement of the infringement of property rights.
- 11.2. Any claims of customer related to lack of title are precluded, insofar as the infringement of property rights is attributable to the customer.
- 11.3. Any claims of customer are precluded, to the extent the infringement of property rights have been caused by (i) specifications of the customer, (ii) an application which has not been foreseeable by RSÖ or (iii) deliveries and/or services that have been modified or have been used by the customer together with goods which have not been delivered by RSÖ.
- 11.4. Further claims due to defects of title are precluded.

#### **12. Liability**

- 12.1. RSÖ shall be liable without limitation for damages caused by intent, for guarantees given in writing, and in case of culpable damages to life, body or health. The liability pursuant to compulsory provisions of product liability law applicable from time to time shall remain unaffected.
- 12.2. In all other cases the liability of RSÖ - for any legal reason whatsoever including delay (article 6.4.) - shall be limited with fifteen per cent (15%) of the agreed remuneration.
- 12.3. Without prejudice to the liability set forth in articles 12.1. and 6.4. RSÖ shall not be liable for financial loss or consequential damage, compensation for expenses, loss of profit, loss of production, interruption of business, contractual claims of third parties, loss of use, financing cost, interest loss, claims due to a covering purchase nor for loss of data, information and programs due to a software error.
- 12.4. Subject to compulsory liability (article 12.1.), the limitation period for any claims shall be twelve (12) months from accrual and knowledge or grossly negligent lack of knowledge of the customer. Article 10.2 remains unaffected thereby.
- 12.5. Any further liability of RSÖ shall be excluded.

#### **13. Applicable Law**

The contractual relations between RSÖ and the customer shall be governed exclusively by Austrian law, without reference to its conflict of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be precluded.

#### **14. Place of Payment and Jurisdiction**

- 14.1. The place of payment shall be Vienna.
- 14.2. In case of any disputes arising directly or indirectly out of the contractual relationship, the courts of Vienna shall have the exclusive jurisdiction. RSÖ shall also have the right to take legal action at the customer's domicile.

#### **15. Final Provisions**

- 15.1. If any provisions of the contract are invalid, the remaining provisions shall continue to be in force. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.
- 15.2. All contractual agreements, including any accessory arrangements, shall only be valid if made in writing. This form requirement can be waived only in writing.

**ROHDE & SCHWARZ ÖSTERREICH Ges.m.b.H.**  
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