

## **General Terms and Conditions of the University of Graz**

### **General**

For deliveries and services to the University of Graz (hereinafter referred to as "University"), the following General Terms and Conditions of Business (GTC) shall apply in so far as reference is made to them when placing the order. The general terms and conditions of the contractor are not part of the contract. In order to be effective, collateral agreements and amendments to these terms and conditions require the written consent of the University of Graz in every case. Deviating written regulations in the placing of orders have priority over the GTC.

### **Contracts**

Contracts must be drawn up in writing to become legally effective. The written form requirement is also met by a written order and a written acceptance. Deviations from the original contract must also be in writing and signed by both parties to the contract. All deliveries and services must comply with the relevant regulations and standards applicable in Austria. Unless otherwise stated in the contract, deliveries/services must meet current standards in science and technology as well as in trade. For definitions and any differences in interpretation, the following sequence applies - mandatory law, order, general terms and conditions of the university, university standards, relevant guidelines of professional associations for technological standards, relevant standards, relevant legal provisions, especially those of the AGBG (Austrian General Civil Code) and the UGB (Austrian Commercial Code). The University is entitled to change the type, scope or quantities of agreed deliveries and services and/or to demand additional deliveries/services which are not provided for in the contract but are necessary for complete fulfilment of the contract, in particular for flawless and safe functioning, if this was apparent to the Contractor. If the Contractor deems changes necessary, a notification must be made immediately in writing. The execution of the respective delivery/service may only be started with the prior consent of the University. Unless otherwise agreed, quotations, calculations and the like shall not be settled separately.

### **Legal regulations**

In implementing the contract, the legal provisions in force in Austria, in particular the provisions of labour and social law, must be complied with.

This also applies in particular to any retention of title in the contractor's general terms and conditions. Ownership of deliveries/services shall pass to the University upon transfer, irrespective of payment.

### **Sub-contractors**

The University must be notified of those parts of an order, which the contractor intends to transfer to sub-contractors. A transfer is only permitted with the prior written consent of the University.

The Contractor is obliged to recognize payments made by the University to sub-contractors as discharging from the debt in the event that the Contractor is in arrears with his/her payments under this contract. The Contractor undertakes to obtain from the sub-contractors full legal recognition of the contractual obligations arising from the contract concluded with the University.

### **Contractual documents**

All documents, be they drawings, samples or models, which were included in orders and enquiries and are the property of the University, remain the property of the University. These documents may not be made available to uninvolved third parties and must be returned to the University without being asked immediately after completion or rejection of an order.

### **Contrary to contract**

Deliveries and services which the contractor performs without a contract or those deviating from the contract shall only be remunerated if they are subsequently approved in writing by the University. If this does not happen, these deliveries or services must be removed. Otherwise, this may be done at the expense of the Contractor. The contractor shall be liable to the University in this regard.

### **Delivery/service**

Deliveries/services must be made within the business hours of the University (Monday to Friday 8a.m. - 4p.m.) to the delivery address stated in the order. Incorrect deliveries will be returned at the cost and risk of the Contractor. The delivery time stated in the order remains binding. If the University incurs additional costs or damage as a result of the Supplier's failure to observe shipping conditions, the Supplier shall be liable for these.

The services are to be provided free installation to site incl. installation until handover ready for operation. The scope of services includes unloading, unpacking and transportation to the intended location, installation and assembly up to ready-to-operate condition. All unrequired materials, equipment, waste, etc. shall be disposed of at the Contractor's expense from the installation site in compliance with the Waste Management Act 2002, BGBl. I No. 102/2002, and the relevant regulations in the currently valid form. In the event of a dispute about the scope or type of performance of the service, the Contractor is not entitled to discontinue the service.

The delivery note, time sheets and similar are to be handed over to the recipient.

### **Training**

In the case of deliveries/services for which this is customary, the contractor must instruct core users of the university about the operation of the delivery/service on site before handover, so that they can master all functions and train other users. The costs of the on-site training, including travel expenses, are part of the contract and will not be reimbursed. In the case of technical equipment, the Contractor shall submit complete documentation at the latest upon handover. This is part of the contract and will not be replaced separately. The due date of the fee will be suspended until the complete documentation has been handed over.

### **Prices**

All agreed prices are fixed prices to which the respective valid statutory value added tax must be added. All other expenses, costs, etc. shall be borne by the Supplier. Any other agreements require explicit written agreement. If deliveries of cross-border import transactions are based on third countries or countries of the EU, the supplier is solely responsible for the proper duty payments, customs clearance and VAT return. For suppliers from the EU area, the sales tax identification numbers (UID numbers) must always be stated. Offsetting of additional costs due to the increase in the exchange rate for services from abroad is not permitted.

### **Dates / Delays**

If delivery times are agreed upon for orders, these must be observed by the Supplier; otherwise, the contractor is liable for his/her delays.

In particular, he/she shall be liable for any disadvantages and additional costs incurred by the client as a result of a replacement order or delay. If the Supplier is not able to meet the agreed delivery dates, he/she must inform the University of this in writing without delay. In this case, the University has the option to insist on the fulfilment of the contract, to carry out the replacement at the expense of the Contractor or to demand conversion within a reasonable time-limit.

### **Withdrawal / Cancellation**

The university can - apart from the provisions of secs. 918 ff ABGB (Austrian Civil Code) - declare immediate withdrawal from the contract at any time until completion of the service in the following cases:

- The existence of a delay by setting a reasonable deadline for catching up on only one occasion;
- Opening of insolvency proceedings against the assets of the Contractor or rejection of the opening for lack of sufficient assets;
- If circumstances exist which obviously make the proper performance of the order impossible, insofar as the Contractor is responsible for these;
- If the Contractor or one of his representatives directly or indirectly promises or grants any benefits or threatens disadvantages to persons who are involved in the conclusion or implementation of the contract on the part of the University.
- If the Contractor has acted to cause fraudulent harm to the University, in particular if he/she has entered into agreements with other companies that are detrimental to the University, immoral or against the principle of competition.
- If the Contractor violates essential provisions of the contract or other legal provisions.

In the event of the University withdrawing from the contract, the Contractor shall only be entitled to payment for the service already performed.

## **Defects**

By submitting an offer or accepting an order, the Contractor guarantees that the tendered deliveries/services comply with the applicable laws and regulations, the rules of technology and the relevant provisions on the use and operation of technical equipment. The University has 14 days from the date of receipt to report defects and/or perform a quality control. A complaint within this period shall be deemed to be in time. Furthermore, the university has the right to carry out a qualitative and quantitative examination directly on delivery, where appropriate to the Supplier. The Supplier must ensure that his or her delivery staff are prepared for this both technically and in terms of time. If products are delivered which require further work or assembly, the period of defect or quality control shall commence upon completion of the additional work or completion of the assembly work. Should the acceptance of the delivery item be temporarily impossible for the University due to force majeure or for reasons over which the University has no direct influence, the acceptance and delivery period shall be extended accordingly.

## **Guarantee**

The warranty period for immovable goods is 3 years, for movable goods 2 years. Defects notified within the warranty period must be remedied (repair or replacement) by the Contractor within 14 days or a reasonable grace period. The right to compensation for the damage caused by the delay in remedying the defect remains unaffected. If the repair or replacement of the defective parts is refused or if the Contractor fails to comply with this obligation in due time, the University may have the notified defect remedied at the expense and risk of the Contractor, or request a price reduction or implement a cancellation. In the case of defects which occur within 3 years in the case of immovable goods and within 1 year from the date of takeover in the case of movable goods, it will be assumed that they were already present at the time of handover.

## **Compensation**

If the contractor is responsible for a delay, he/she has to pay compensation to the amount of the actual damage. Compensation can be claimed not only in case of defective service itself but also in case of consequential damage caused by a defect.

## **Data Protection**

The data necessary for the business transaction shall be stored electronically. All data shall be treated confidentially and – unless otherwise agreed or legally determined – not passed on to third parties. Submitted declarations of consent with respect to data protection law, such as regards the consignment of information and advertising material, can be revoked informally at any time. Hereinafter, reference is made

to the data protection declaration of the University of Graz on <https://direktion-ressourcen.uni-graz.at/en/information-for-suppliers/> or <https://www.uni-graz.at/de/datenschutzerklaerung/>.

## **Acceptance**

In the event of significant defects, acceptance may be refused. In this case, the Contractor shall again request the University in writing that the University accepts after the defects have been remedied. This does not delay the deadline for on-time completion.

## **Electronic invoices (e-invoice)**

Invoices are to be transmitted in electronic form in accordance with the agreement on the electronic transmission of invoices after complete fulfilment of the contract or as structured electronic invoices submitted via E-RECHNUNG.GV.AT according to the EU directive 201/55/EU (applies exclusively to suppliers from Austria).

For advance payment invoices in connection with the procurement of equipment, a bank guarantee must be submitted, which must contain the following provision: "The assertion of the claim shall be made in writing by post or by an authorized representative of Karl-Franzens-Universität Graz. Payment must be made to the university account of Karl-Franzens-Universität Graz held at Raiffeisen-Landesbank Steiermark AG, IBAN: AT36 3800 0000 0004 9460, BIC: RZSTAT2G. Cash payment is excluded".

An e-invoice is an invoice issued and received in an electronic format. It can be issued to the University of Graz as an e-mail attachment. If an invoice issued on paper is scanned by the service provider and sent electronically, this shall be deemed to be issued in electronic format. A paper invoice for the same transaction may only be issued and submitted if it refers to the electronic transmission and the paper invoice is marked as a duplicate. Invoices sent by fax are not recognised by the University of Graz. An e-invoice will only be recognised by the University of Graz as an invoice if the authenticity of its origin, the integrity of the content and legibility are guaranteed. The e-invoice must comply with the requirements of the Value Added Tax Act 1994 ("UStG 1994"). The University of Graz only accepts documents in PDF format with the complete invoice characteristics as electronic invoices or structured electronic invoices as described above.

Delayed receipt will delay payment to the same extent. The documents necessary for the examination, such as delivery notes and time sheets must be enclosed on request. All delivery notes and invoices must include our order number 4500xxxxxx. Structured electronic invoices submitted via E-RECHNUNG.GV.AT (applies exclusively to suppliers from Austria) must also include our order reference BUNI-B/4500xxxxxx. Invoices which do not include this/these number(s) will be returned unpaid to the supplier! The same applies to reminders. The payment with debt-discharging effect is made on the basis of the bank details initially stored in the system.

All invoices are to be issued to the following address and sent electronically (this is not a delivery address):

Karl-Franzens-Universität Graz

Zentrale Registratur und Postadministration  
Universitätsplatz 3 (A-) 8010 Graz (Austria);

or invoices for ad personam projects (according to sec. 26 UG) are to be issued and transmitted electronically as follows:

Ms Professor Jane Bloggs/Mr Professor Joe Bloggs  
c/o Karl- Franzens-Universität Graz  
Zentrale Registratur und Postadministration  
Universitätsplatz 3 (A-) 8010 Graz (Austria)

The supplier must ensure that the electronic messages transmitted by him/her do not contain any advertising material or other attachments or enclosures, etc. that do not belong to the e-invoice. The supplier must also ensure that the electronic messages including attachments transmitted by him/her are free of any malware (trojans, viruses, etc.) at the time of dispatch.

#### **Defective invoicing and liability**

Incorrect or incomplete invoices and invoices that do not meet the statutory or contractually agreed requirements, in particular invoices that do not have the SAP order number assigned to the respective order, are marked with a recorded complaint note and returned to the Contractor in electronic form. Such defective invoices are not capable of triggering the legal consequences of proper accounting. Rather, the Contractor is obliged to comply with proper invoicing by means of a correction of the invoice in accordance with the law or by cancelling and reissuing of an invoice. The period for the due date of the claim begins with the presentation of a correct invoice. The submission of a defective invoice is therefore unable to trigger inspection or payment deadlines. If the supplier culpably violates the regulations of these accounting conditions, he/she is obliged to compensate the University of Graz for the resulting and proven damage. The supplier shall indemnify the University of Graz against all claims of third parties, in particular the tax office, which are asserted against the University of Graz because the supplier has culpably not fulfilled or not properly fulfilled his legal or/and contractual obligations in connection with the transmission of e-invoices. The University of Graz is not liable for damages — except if caused by the same intentionally or grossly negligently — incurred by the supplier due to the fact that the supplier has transmitted other documents, declarations or information to the recipient address stated therein contrary to the present terms and conditions of invoicing.

The University of Graz shall also not be liable, unless caused by the same through intent or gross negligence, if the supplier uses an incorrect sender and/or recipient address for the transmission of e-invoices; in particular, the supplier shall not be entitled to any claims for loss, compensation, interest or other claims in such a case.

#### **Payment**

Payment and discount periods begin with the end of the inspection period. The inspection period is 14 days from receipt of invoice. The payment period is 30 days from receipt of invoice. The discount period is 14 days with 2% discount.

#### **Other**

The contracting parties undertake to keep secret all data and information in connection with a contract, in particular all notices and documents that are part of the business secrecy. The Contractor is liable to the University in that all deliveries and services are free of industrial property rights/rights of third parties. The contractor undertakes to indemnify and hold the University without recourse in this respect. The exclusive place of jurisdiction is the competent court in Graz. Austrian law and European law applicable in Austria shall apply. All rights and obligations of the contract shall pass to any legal successors, including individual legal successors.

Should individual provisions of the contract or the University's general terms and conditions be invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a valid provision that comes closest to the intended purpose of the original provision. In case of doubt, the invalid provision shall be deemed replaced by such a valid provision.