

General terms and conditions of business

1. scope of application

1.1 Bonrepublic GmbH, 1170 Vienna, Wattgasse 48 (hereinafter referred to as "Bonrepublic") operates the Internet platform "Bonrepublic.com", which digitizes, simplifies and makes manageable the setting of challenges (goals) and the recognition and rewarding of employees.

1.2 These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all business relations between Bonrepublic and its customers. A customer is whoever receives a paid service from Bonrepublic as defined in point 2.

1.3 Only the general terms and conditions of Bonrepublic apply. Any terms and conditions of the customer that contradict or deviate from these GTC shall not become part of the contract between Bonrepublic and its customer, even if Bonrepublic is aware of them. This shall not apply if the management of Bonrepublic expressly agrees to their validity in writing.

1.4 These General Terms and Conditions shall apply exclusively to contractual relationships between Bonrepublic and companies.

1.5 These GTCs apply to all contractual relationships between Bonrepublic and its customer. Bonrepublic shall be entitled to inform the customer of changes to these GTC, which shall become fully effective unless the customer objects to them in writing and justifiably within two weeks of notification.

2. services of Bonrepublic GmbH/Scope of services

2.1 The respective scope of services, the duration as well as the amount of the remuneration to be paid by you result from the current technical state of the service and the description of services at the time of the conclusion of the contract. In any case, the provision of the Software-as-a-Service (SaaS) services and the storage of their data (data hosting) corresponds to the contractual component between Bonrepublic and the customer. For data hosting Bonrepublic is authorized to perform this on servers of a specialized service provider. This applies to all data that is generated or stored with the software for the duration of the contractual relationship.

2.2 The concrete scope of the SaaS services shall be recorded in a separate service sheet, which shall become a component of the contract concluded between Bonrepublic and the customer and shall be sent to the customer separately in writing prior to conclusion of the contract. It contains in particular:

- the defined scope of the SaaS services agreed in the service order,
- the suitability for the use assumed in the service order
- the conditions defined in the service order,
- the following conditions,

In the event of discrepancies, the contractual agreements shall apply in the above order.

2.3 Bonrepublic continuously develops its platform and software, in particular through updates and upgrades. Updates for the software are generally made available to the customer free of charge. However, this shall not apply in the case of extensive updates and extensions of the originally agreed upon scope of functions, such as by adding new modules of the software or the SaaS services. These can be classified by Bonrepublic as new products or upgrades and can only be offered for an additional fee. If upgrades and additional tools are provided free of charge, Bonrepublic reserves the right to unilaterally revoke this. These free upgrades are automatically performed and cannot be rejected by the customer. The customer is not obliged to accept upgrades that are only offered against payment. However, the customer expressly acknowledges that Bonrepublic cannot guarantee the functionality of the platform in this case.

3. registration, conclusion of contract and assurances during registration

3.1 All offers of Bonrepublic are non-binding and free of charge for the end user / employee

3.2 The registration and creation of a user account by the customer on the platform of Bonrepublic are prerequisites for the use of the platform against payment. With the completion of the registration the customer confirms his concrete service order, declares to fully accept these GTC and submits a binding offer for the conclusion of a contract for the use of the platform. Bonrepublic accepts this offer of the user by providing the agreed services and confirms the acceptance to the customer in writing by email. However, Bonrepublic shall not be obliged to accept the offer. If Bonrepublic does not accept the offer of the customer, Bonrepublic shall also inform the customer in writing by email.

Grds. the customer account is not created by an individual person but by the employer, because Bonrepublic grds. is a B2B application and not a B2C application. This also means that employee data is loaded into the portal with a so-called "maß-upload" through a corresponding collective file provided by the employer.

3.3 The customer undertakes to provide the correct and complete data requested by him. Furthermore, the customer undertakes to inform Bonrepublic immediately in the event of any changes to this data, by notifying Bonrepublic of the new or changed data.

3.4 By submitting the offer in accordance with point 3.2, the customer warrants that he is of full age. If the customer is a legal entity, the person acting on behalf of this legal entity assures that he is authorised or empowered to represent this legal entity. Bonrepublic is entitled to demand appropriate proof of age, power of representation and power of attorney from the customer. The customer shall present this proof without delay.

3.5 Bonrepublic cannot technically determine with certainty whether a customer registered on the platform is actually the person he claims to be. For this reason Bonrepublic excludes any guarantee and liability for the actual identity of the customer.

3.6 Für the creation of a customer user account requires registration, where the customer has to choose a password among other things. The customer undertakes to keep his password secret. Should third parties gain knowledge of the customer's password, the customer must report this circumstance to Bonrepublic without delay and change the password immediately. The careful storage and protection of the access data for the use of the platform are the exclusive responsibility of the customer.

4. rights of use of the software

4.1 Bonrepublic grants the customer the non-transferable, non-exclusive and non-sublicensable right to use the software agreed in the contract between Bonrepublic and the customer for the duration of the contract in accordance with the provisions of the contract concluded between Bonrepublic and the customer and these GTC. The customer thus acknowledges Bonrepublic as sole licensor of the software and the associated copyrights.

4.2 If Bonrepublic provides the customer with upgrades or extensions free of charge in accordance with point 2.3 of these GTC, this provision is expressly revoked at any time. In this case of free provision, the customer shall not be granted any rights of use of any kind whatsoever.

4.3 The customer is entitled to create user accounts for his employees, business or service partners with which they can use the software on his behalf. However, the customer undertakes not to set up these user accounts against payment. The customer shall notify Bonrepublic about any breach of contract or also breach of these GTCs of which he becomes aware without delay. The customer shall likewise oblige his employees, business or service partners to notify the customer or Bonrepublic without delay of any violation of the contract or these GTC that they become aware of.

5. data hosting

5.1 Bonrepublic provides the customer within the framework of a fair use policy with a necessary and appropriate amount of storage space on a server for the storage of his data. Bonrepublic assumes that the needs of the customer are within the scope of an average data storage and data transfer volume. In the event that this average data storage and data transfer volume is permanently and continuously exceeded, Bonrepublic shall inform the customer in due time, offer him an extension of his data storage space and, in the event of ordering this additional storage space, make it available as soon as possible. Should the storage space be exhausted without ordering further storage space in case of a sustained and continuous exceeding of the average data transfer volume, Bonrepublic shall not store any further data beyond this.

The data is hosted exclusively in Germany and Austria. The hosting is done on Amazon web servers and is cloud based.

5.2 The customer undertakes not to store any content on the storage space whose provision, publication and use violate applicable law or interfere with the rights of third parties and will indemnify and hold Bonrepublic harmless in this regard.

5.3 Bonrepublic undertakes to take the necessary and state-of-the-art security precautions against data loss and to prevent unauthorised access to the customer's data by third parties. For this purpose, Bonrepublic shall carry out backups every 48 hours and implement suitable security mechanisms.

5.4 Bonrepublic shall use, to an economically justifiable extent, the respective state-of-the-art security technologies (such as encryption, anti-virus software, password and firewall protection) in the provision of its services. The customer undertakes to observe the valid security guidelines and procedures, which are demonstrably brought to his attention in writing prior to the conclusion of the contract.

5.5 In any case, the customer shall remain the exclusive beneficiary of the data entered by him and may demand the surrender of individual or all data from Bonrepublic at any time, in particular after termination of the contract. In this case Bonrepublic shall have no right of retention. The release of the data shall be effected at Bonrepublic's free choice by means of transmission by way of a data network or by granting a time-limited access for the export of the data. However, the customer shall not be entitled to receive from Bonrepublic the software suitable for the use of the data.

6. interruption/impairment of accessibility

6.1 Adjustments, changes and additions to the contractual SaaS services as well as measures that serve to determine and eliminate malfunctions will only lead to a temporary interruption or impairment of availability if this is absolutely necessary for technical reasons.

6.2 Bonrepublic shall monitor the basic functions of its platform on a daily basis and shall endeavour not to exceed a weekly maintenance window of four (4) hours per week on an annual average and, if possible, to carry out

maintenance during periods of low traffic. In the event of serious errors that make the use of the SaaS services impossible or significantly restrict it, maintenance shall be carried out within one day of the customer's knowledge or notification. Bonrepublic shall notify the customer of the maintenance work in good time and perform it as soon as possible. Delays in the fault clearance for which the customer is responsible (e.g. due to the unavailability of a contact person on the customer side) shall not be credited against the fault clearance time.

6.3 If it should not be possible to correct the error within 48 hours, Bonrepublic shall notify the customer of this in writing within this period, stating the reasons and the time period that can be expected for the correction of the error. Bonrepublic shall use all means to offer the customer an alternative bypass solution.

6.4 The guaranteed availability of each individual SaaS service is 95% on an annual average, with interruptions of a maximum of 12 hours per week on an annual average. The downtime during maintenance is not counted as time of unavailability. The client-side connection to the Internet is the responsibility of the customer. This is not part of the SaaS scope of services. The downtime is determined in full minutes and is calculated from the sum of the fault clearance times per year. Excluded from this are those periods of time that Bonrepublic identifies as so-called maintenance windows for optimization and performance enhancement as well as loss of time during the fault elimination due to reasons that are not the responsibility of Bonrepublic and failures due to force majeure.

7. duties of the customer

7.1 The customer shall provide Bonrepublic with all necessary information and support measures for the activation and operation of the services. Furthermore, the customer undertakes to prevent the unauthorized access of third parties to the SaaS services by suitable own precautions. To this end, the client shall, if necessary, transfer the obligations under these GTC to its employees, business and service partners. The client is responsible for entering and maintaining the data and information required for the use of the software at all times.

7.2 The customer shall maintain the confidentiality of the information relating to the user account, including user names and passwords. He shall also oblige the users mentioned in point 4.3 to maintain confidentiality and shall ensure that in the event that an authorized user becomes aware that the security of his registration data is at risk, the user shall notify the customer or Bonrepublic immediately. The customer is obliged to either immediately block the user account in question or to change its registration data.

7.3 The customer is not entitled to reproduce, modify, distribute, sell or lease any part of the services provided by Bonrepublic via the platform or the software contained therein, unless Bonrepublic has given its express written consent.

7.4 The customer is responsible for the content he places on the platform. In particular, he undertakes to ensure that the content is not illegal and does not infringe the rights of third parties. Bonrepublic is not obliged to check whether the contents violate the rights of third parties or violate legal prohibitions. Furthermore, the customer shall ensure that the contents posted by him do not contain viruses or harmful programs of any kind. In particular, the customer expressly undertakes:

- not to use any insulting or defamatory content, regardless of the person against whom it is directed
- not to use any pornographic, violence glorifying, abusive, immoral or youth protection laws violating content;
- to refrain from unreasonable harassment of other customers, in particular through spam;
- use content protected by law, in particular by copyright, trademark, patent, design or utility model law, without being entitled to do so

7.5 The customer undertakes to indemnify and hold Bonrepublic harmless from all claims of third parties which are based on an illegal use of the services provided via the platform or which are made with his consent or which result in

particular from data protection, copyright or other legal disputes which have been caused by an illegal action of the customer within the scope of the use of the platform. If the customer recognizes or must recognize that such an infringement is imminent, Bonrepublic shall notify the customer immediately.

8. remuneration

8.1 All fees are net prices in Euro, unless value added tax is expressly stated, and are valid until revoked. Price quotations are, unless otherwise stated, not binding.

8.2 Additional services, such as in particular upgrades, system support, training, are to be ordered separately at the customer's request and will also be charged separately at the rates applicable at the time.

8.3 Bonrepublic is entitled to effectively deliver the invoices to the customer by email to the Bonrepublic of this known email address or to make them available to the customer online.

8.4 Unless otherwise agreed, invoices are due immediately upon receipt. All payments are to be made free of charges and without deduction. Bank transfers are made at the risk of the customer. Collection and discount charges shall be borne by the customer.

8.5 Bonrepublic is entitled at any time to make the provision of services dependent on the customer making down payments or providing other securities in an appropriate amount.

8.6 In the event of default of payment, Bonrepublic is entitled to demand default interest in the amount of EURIBOR plus 9%. The assertion of further damages shall not be affected by this. The customer shall bear in full the costs of collection agencies and lawyers incurred in the event of default for appropriate legal prosecution.

8.7 In the event of default of payment, Bonrepublic is entitled to suspend the fulfillment of all contractual obligations until the customer has fulfilled all payment obligations in full.

8.8 If the customer is in default of payment or performance despite having been granted a reasonable grace period of at least 2 (two) weeks, Bonrepublic is entitled to withdraw from the contract. In this case, Bonrepublic's customers shall reimburse all expenses for work already performed for them or for the services necessary or already provided as a result of the withdrawal from the contract. Bonrepublic shall also be entitled to block access to the SaaS services and to stop the delivery of products ordered by customers until all due claims from the entire business relationship with the customer have been settled in full.

8.9 A set-off against claims of Bonrepublic is only permissible with claims acknowledged by Bonrepublic in writing or legally established by a court.

8.10. If the producer price index for IT services published by Statistik Austria for Austria has changed by more than 5% compared to the situation in the month of the contract's commencement or the last contractual adjustment, the Bonrepublic is entitled to adjust the contractually agreed fee for its services in full to the change of the index for the next payment period. Furthermore, Bonrepublic reserves the right to adjust the prices also according to the concrete use by the customer and also to general business developments.

9. warranty/liability

9.1 Bonrepublic guarantees the functionality and operational readiness of its services. However, the customer shall be obliged to immediately report malfunctions of the software, otherwise Bonrepublic shall be released from its warranty obligation according to this point.

9.2 Warranty claims are excluded if the software is not used in accordance with the contract. Furthermore, warranty claims are excluded if the customer makes changes or enhancements to the software mentioned in the contract.

However, this does not apply if the customer can prove that the errors are not causally related to the changes or extensions carried out by him.

9.3 For the parts of the services of Bonrepublic that are subject to the statutory warranty (in particular the software solution provided as part of the service) Bonrepublic warrants that the services have the expressly agreed procurement characteristics according to the agreed service description and that Bonrepublic does not unjustifiably violate the rights of third parties when providing these services. The customer shall notify Bonrepublic of any defects that have occurred in writing with a description of the defect and, to the extent that it can be reasonably expected of it economically and in the current business operation, with the information useful for the elimination of the defect. The notification of a defect discovered at a later date shall be deemed to be in due time in accordance with § 377 para. 3 UGB and as immediate in the sense of this clause if it is made within five (5) working days from the date of discovery. Bonrepublic shall provide warranty for proven material defects by subsequent performance in such a way that the customer provides Bonrepublic with a new, defect-free status of its services or eliminates the defect. The customer is obliged to accept a new version of the ordered services if the contractual scope of functions is maintained and the change is not unreasonable.

9.4 If Bonrepublic's services are used by third parties without authorization using the user name and password of the customer, the customer shall be liable for any resulting fees until the order to change the user account and password is deposited or until Bonrepublic receives notification of the loss or theft. This, however, only if the customer is to blame for the access of the unauthorized third party. Bonrepublic does not assume any liability for damages that occur when the passwords or user IDs are passed on by the customer to unauthorized persons.

9.5 The customer undertakes to indemnify Bonrepublic from all claims of third parties resulting from the data stored by him and to hold Bonrepublic harmless and indemnify Bonrepublic in this respect.

9.6 Bonrepublic is entitled to immediately block the customer account as well as its storage space if there is a justified suspicion that the content or stored data provided by the customer is illegal or violates the rights of third parties. A well-founded suspicion of an illegality or a violation of rights exists in particular, but not exclusively, if courts or authorities or other authorized third parties notify Bonrepublic thereof. In this case Bonrepublic shall immediately inform the customer of the block and the reason for the block. Bonrepublic shall be entitled to maintain the block until the suspicion is sustainably invalidated.

9.8 Outside the scope of application of the Product Liability Act (PHG) as amended, the liability of Bonrepublic is limited to intent or gross negligence. The liability for slight negligence is excluded as far as it does not represent any obligations essential to the contract or cause damages such as injury to life, body, or health or violate guarantees entered into. In such cases, however, liability shall be limited to the amount of the damage typically foreseeable in such a case. In the same way, the liability for breaches of duty by vicarious agents of Bonrepublic is limited. In case of gross negligence, the liability of Bonrepublic shall be excluded with regard to consequential damages, in particular due to loss of profit, frustrated expenses, business interruptions and loss of production as well as with regard to damages from claims of third parties against the customer. Further claims for damages, regardless of the legal basis, are excluded, unless liability is mandatory due to intent.

10. data protection/secretcy/confidentiality

10.1 Bonrepublic undertakes to use data and processing results exclusively within the scope of the customer's orders and to return them exclusively to the customer or to transmit or surrender them accordingly only after the customer's written order. Bonrepublic shall not pass on the data provided to it by the customer to third parties without prior written consent of the customer.

10.2 The customer is responsible for the legality of the collection, processing and use of customer data and for safeguarding the rights of the persons concerned. Should third parties assert claims against Bonrepublic due to the

collection, processing or use of customer data, the customer shall indemnify and hold Bonrepublic harmless in respect of all such claims.

10.3 Bonrepublic expressly states

- that it has committed or will commit all persons entrusted with the data processing to maintain data secrecy in the sense of § 15 DSGVO prior to the commencement of the activity and that this obligation of secrecy of the persons entrusted with the data traffic will remain in force even after the termination of their activity and after they leave Bonrepublic.

- that it has taken sufficient security measures in the sense of § 14 DSGVO to ensure that data is not used in an irregular manner or made available to third parties without authorisation.

- that it may also use another company to carry out processing without the consent of the customer and in this case it concludes an agreement with the subcontractor within the meaning of § 10 DSGVO in which the subcontractor enters into the same obligations as Bonrepublic is obliged to under this agreement.

- that it provides for the technical and organisational requirements that the customer can exercise his right in accordance with the provisions of § 26 (information to the person concerned) and § 27 (correction, deletion and blocking of data) DSGVO within the statutory periods at any time.

- that after termination of the contractual relationship with the customer, it shall be obliged to hand over all processing results and documents to the customer or to store them for the customer in a safe place for the customer to prevent unauthorised access or to destroy them in accordance with the order.

10.3 The client is himself responsible for obtaining any declarations of consent from his contractual partners that may be required under the relevant provisions of data protection law for the use of the SaaS services.

10.4 All information, documents, notices, information and data, which are given or made available between Bonrepublic and the customer as well as their authorized or other persons (auditors, lawyers, management or financial consultants), in particular for the purpose of ascertaining and presenting the economic and legal situation as well as the economic environment and the technical conditions, whether in writing, orally or by means of electronic data transmission, shall be treated as strictly confidential and kept secret mutually. All analyses, data, studies and results as well as all documents, contracts and other information which are disclosed or otherwise become known between the parties to the contract are also considered confidential information. All confidential information disclosed within the scope of this contract shall be used exclusively in connection with the common business purpose or its evaluation.

10.5 Both parties undertake to maintain strictest secrecy about all confidential processes, in particular business or trade secrets, which they have become aware of in the course of the preparation, execution and fulfilment of this contract and not to pass them on or exploit them in any other way. This applies to any unauthorized third party, i.e. also to unauthorized employees, both of Bonrepublic and of the customer, unless the disclosure of information is necessary for the proper fulfillment of Bonrepublic's contractual obligations.

10.6 The contracting parties undertake to agree with all employees and subcontractors employed by them in connection with the preparation, implementation and performance of this contract a provision identical in content to the preceding paragraphs of this contract.

10.7 The validity of this confidentiality agreement is unlimited in time.

10.8 Certain announcements to third parties, such as advertising mailings or press releases, as well as reference messages, are exempt from this confidentiality obligation.

10.9 Disclosure/reproduction of Confidential Information without the consent of the other Party shall only be permitted where required by mandatory law.

11. reference

The customer grants Bonrepublic the irrevocable right that Bonrepublic may use the logo and the company name of the customer for its own purposes in public without prior consent of the customer. This also refers to the use of the logo and the company name of parent companies if they hold at least 26% of the shares of the customer.

12. property rights/intangible property rights

12.1 Through the contract between Bonrepublic and the customer, the customer acquires only a limited authorization of use. Bonrepublic grants the customer rights of use to software and databases only to the extent necessary for the fulfillment of the concrete contractual relationship.

12.2 Bonrepublic is the owner of all rights to the software and other services, including all modifications, improvements, upgrades or derived products. The customer acknowledges and agrees that the rights granted to the customer by this agreement do not give the customer any ownership or rights or titles to the software or services. All rights derived from patent, trademark, utility model, semiconductor protection and/or copyright law to the agreed services or otherwise from the creation of the services made available to the customer shall be the exclusive property of Bonrepublic or its licensors. Unless otherwise expressly agreed in the contract between Bonrepublic and the customer. The transfer of the source code of Bonrepublic to the customer shall not be owed for the software in question or for other services. Unless the customer is expressly granted certain rights, they shall remain exclusively with Bonrepublic.

12.3 In particular, customers and authorised users are not permitted, nor may they allow third parties, to copy, reproduce, modify, transfer, create derived codes from, decompress, reverse engineer, decompile or otherwise attempt to derive the source code of the software or services. Neither is it permitted for the customer and authorized users to use, evaluate or display the software or the services in order to construct, modify or otherwise create a network environment, a program, an infrastructure or parts thereof that have comparable functionalities to the software services in question.

12.4 The customer is obliged to prevent unauthorised access to the software by third parties by taking appropriate precautions. For this purpose, the customer shall inform his employees of the observance of copyright law and in particular oblige his employees not to make any unauthorized copies of the software.

12.5 Neither the Customer nor any authorized user may remove, alter or change any copyright notices, warning signs, logos and company or other references to industrial property rights that are attached to or contained in the Software or Services.

12.6 The customer is entitled to all rights to the data he has submitted. However, the customer has no rights to the data of those users who have agreed to the terms of use of Bonrepublic, even if these users may at the same time be contractual partners of the customer. Excluded from this are those data that a user communicates to a customer directly via the platform.

12.7 The customer assures not to demand any data collection, data processing or data use from Bonrepublic that would constitute a violation of applicable law including applicable data protection laws. The customer grants Bonrepublic the irrevocable, simple, free right to use the customer's data for the provision of the software and services to the customer. Furthermore, Bonrepublic shall be entitled to perform statistical analyses in aggregated anonymous form for the purpose of creating industry benchmarks (provided that these data do not enable the identification of persons and that the aggregated data is only included in data sets with four (4) or more participants. Finally, the customer assures Bonrepublic that it will monitor and improve the software and the services if necessary

(provided that these data do not allow identification of persons). Bonrepublic shall, upon request, provide the customer, against payment, with an electronic copy of all data of the customer in the possession of Bonrepublic, provided that Bonrepublic receives appropriate remuneration for such additional service, which shall be agreed upon before release.

12.8 Bonrepublic will collect, process and use the data only for the provision of its services and only according to the instructions of the customer and will not use the data for any other purposes than those described in this agreement.

13. term of contract, termination

13.1 Unless otherwise agreed, the term of the contract shall commence with the provision of the services under the contract as a result of registration by the customer. Excluded from this is the free test phase, the duration of which shall be agreed between Bonrepublic and the customer in individual cases. Thereafter, the contractual relationship shall run for the duration of one year.

13.2 The contract is automatically extended by one year, unless the customer terminates the contract in writing, observing the period of notice of three months before the expiry of the agreed contract period.

13.3 Furthermore, both parties have the right to extraordinary termination for important reasons. An important reason is given for Bonrepublic in particular if the customer violates essential obligations of these GTC or the contract. In this case, Bonrepublic expressly reserves the right to assert additional claims for damages against the customer resulting from the act contrary to the contract.

13.4 Upon termination of the contract, Bonrepublic undertakes to surrender the data of the customer upon request within 30 calendar days via online transmission to the customer. The surrender of the data shall be effected at the free choice of Bonrepublic by means of transmission by way of a data network or by granting a time-limited access for the export of the data. However, the customer has no claim to receive the software from Bonrepublic that is suitable for the use of the data. After confirmation of the successful data transfer by the customer or expiration of the time limited access, Bonrepublic shall immediately delete the data of the customer and destroy any copies made.

14. test phase

14.1 The customer may test the services of Bonrepublic in a test phase to be agreed upon individually with him from the activation of the test access extensively and free of charge for their functionality and operability in his own hardware and software environment. At the end of the test phase the access to the SaaS services will be suspended. In order to use the contractual objects beyond the free test phase, the customer must conclude a contract with Bonrepublic. After conclusion of this contract, Bonrepublic reactivates the access for the customer. If the test phase ends without the conclusion of a service order, the customer's rights of use to the contractual objects expire automatically and the SaaS services are technically no longer usable. In this case point 13.4. shall apply.

14.2 During the free trial period, point 9 of these GTCs shall not apply. Bonrepublic shall only be liable to the customer in this phase for intent and gross negligence as well as fraudulently concealed defects.

15. final provisions

15.1 All disputes in connection with this agreement shall be governed exclusively by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and excluding the conflict of laws provisions of the IPRG. For all disputes arising from or about the contractual relationship between Bonrepublic and the customer, Vienna is agreed as the exclusive place of jurisdiction. Bonrepublic reserves the right to take legal action against the customer also at the customer's place of business.

15.2 Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions of the contract are to be replaced by those which most closely correspond to the contractual intention of the parties in economic terms.

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