



# General Conditions of Purchase by AHT

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## 01 Definitions ---

AHT means the AHT entity placing an order, being the legal entity as mentioned in the Purchase Order, as well as his legal successors in title.

SUPPLIER means the party who delivers GOODS and is a party to the CONTRACT.

GOODS means the goods, material, components, parts and/or equipment to be supplied by SUPPLIER in accordance with the CONTRACT.

Purchase Order means any binding order issued by AHT including, without limitation, scheduling agreement releases.

CONTRACT means a contract between AHT and SUPPLIER for delivery of GOODS, consisting of the documents specified in clause 2 of these General Conditions of Purchase, and includes value/volume contracts.

Parties refers to AHT and SUPPLIER jointly.

## 02 Contract ---

These General Conditions of Purchase apply to and form part of all requests for offers and to the CONTRACT concluded with the SUPPLIER, as well as to the execution thereof.

From time to time, AHT may issue an indicative, non-binding, purchase forecast. AHT at its own discretion may decide to purchase more or less GOODS than those forecasted. Unless otherwise agreed in a CONTRACT, AHT does not make any representation, warranty or commitment of any kind to SUPPLIER with respect to the quantity of GOODS that AHT forecasted. To secure an adequate production and supply of GOODS, the SUPPLIER will at its own risk and expense secure sufficient production capacity and stock to meet AHT's Purchase Orders in line with forecasts and commits to analyse forecasts on a regular basis to mitigate risks related to demand fluctuations. The SUPPLIER will inform AHT of the production capacity level and provide any further information upon first request. AHT shall not be liable for any damage, whether direct or indirect, or costs resulting from or arising out of the non-binding forecasts or of SUPPLIER's obligation to secure sufficient production capacity for meeting AHT's orders.

In case Parties agreed, through CONTRACT, that AHT will furnish materials or components at cost of AHT in connection with a Purchase Order ("Materials") by a given date to the SUPPLIER, and AHT does not deliver the Materials on time:

a) SUPPLIER shall confirm to AHT in writing that despite AHT's delay, the SUPPLIER will meet the agreed delivery date(s) for the GOODS

or

b) if not possible, SUPPLIER shall inform AHT in writing that the delivery date(s) of the GOODS cannot be met but SUPPLIER is entitled to postpone the delivery of the GOODS for maximum the same number of days that AHT delayed its provision of Materials.

The CONTRACT consists of the Purchase Order holding the GOODS' specifications and all listed documents mentioned in the Purchase Order.

A CONTRACT is concluded after the SUPPLIER signed or accepted the Purchase Order or has not objected to the Purchase Order for valid reasons in writing no later than three (3) working days after AHT issued the Purchase Order. When objecting to a Purchase Order, SUPPLIER shall make a proposal to AHT for adjustment of the Purchase Order, that the Parties will then discuss. Agreed adjustments to a Purchase Order will be confirmed in writing or in an adjustment of the Purchase Order.

Notwithstanding the above, SUPPLIER shall issue a Purchase Order confirmation (in accordance with AHT's requirements as notified to SUPPLIER from time to time) within three (3) working days from AHT's Purchase Order. However, the absence of such Purchase Order confirmation shall not prevent the Purchase Order from becoming binding for both Parties as laid down above.

Changes and additions to the CONTRACT are only binding on AHT if and insofar as these changes have been confirmed by AHT in writing. Changes and additions to these General Conditions of Purchase are only binding on AHT if and insofar as these changes have been confirmed by AHT in the CONTRACT.

Agreements, oral or in writing, made between SUPPLIER and unauthorised personnel of AHT will not be binding on AHT.

Where conflicts occur between or within the CONTRACT, codes and/or (legal) regulations, the most stringent and/or severe requirements for the SUPPLIER will apply.

Should any errors or omissions appear in the contract documents, SUPPLIER shall report the same to AHT for correction before proceeding with the manufacture or delivery of GOODS. If SUPPLIER fails to do so, any consequences shall be for his account. SUPPLIER shall abide by and comply with the CONTRACT and their purport, and shall not avail himself of errors or omissions, should any exist, to restrict his obligations.

The applicability of any general terms and conditions in use by SUPPLIER is expressly excluded.

### 03 Delivery terms ---

Interpretation of the delivery terms as stipulated in the CONTRACT will be in accordance with „Incoterms“, edition valid on the effective date of the CONTRACT, as published by the International Chamber of Commerce (ICC).

## 04 Compliance with laws —————

SUPPLIER undertakes and warrants that the SUPPLIER and all GOODS shall comply with all applicable laws and regulations including, without limitation, environmental and safety requirements in force in the country in which GOODS are to be sold and are to be used. SUPPLIER will, prior to the delivery of GOODS and upon AHT's first request, provide AHT with whatsoever governmental or other authorisation documents in which compliance is confirmed and have whatsoever governmental or other authorisation markings stamped on GOODS required for the use thereof.

## 05 Prices —————

All costs of labour, material, packaging, documentary, taxes, insurance, transportation, loading and unloading and/or other (legal) requirements for supply at times and in quantities as laid down in the CONTRACT and as required by applicable codes, laws and regulations are included in the purchase price(s) unless specifically stated otherwise in the CONTRACT.

Price increases must be announced by SUPPLIER at least four (4) weeks in advance and will only become effective after written approval by AHT. If a price validity period has been agreed upon, a price increase is not permissible.

SUPPLIER assumes the risk of any event or cause which could adversely affect the prices for GOODS, including but not limited to foreign exchange rates, increase in cost of materials, inflation and increase of production costs. AHT shall not be liable for any losses or expenses arising from any event or cause which could adversely affect the prices of the GOODS.

## 06 Changes —————

AHT may at all times request SUPPLIER to change, increase or decrease (part of the) Purchase Order for the GOODS. Any consequences will be agreed upon between AHT and SUPPLIER. No substitution or changes by SUPPLIER will be permitted except after specific written approval by AHT.

SUPPLIER will not make any modification to the design of any of the GOODS that may alter the specifications, form, fit, function or manufacturing process of such GOODS, without first advising AHT of such modifications and obtaining prior written approval from AHT.

AHT's approval of SUPPLIER's material or design or any other approval provided will not relieve SUPPLIER of the guarantees established in the CONTRACT or any other obligation under the CONTRACT.

## 07 Delivery

SUPPLIER shall deliver the GOODS to AHT in correct quantities on the delivery dates and locations, specified in the Purchase Order. Time is of the essence and SUPPLIER shall expedite execution of the CONTRACT, including his orders to subcontractors.

In the event SUPPLIER will not be able to deliver GOODS to AHT in accordance with the agreed delivery terms, SUPPLIER will inform AHT immediately in writing, in order to define and implement appropriate countermeasures, provided that such countermeasures or solutions shall be discussed and agreed between the Parties in good faith with a view of avoiding all inconveniences to AHT. Until AHT has confirmed in writing its acceptance of the proposed countermeasures or solutions, SUPPLIER is obliged to deliver the GOODS in accordance with the agreed delivery terms. AHT's acceptance of the proposed countermeasures is without prejudice to AHT's right to claim damages or compensation from Supplier.

AHT reserves the right to visit SUPPLIER'S or SUPPLIER's subcontractor's location(s) to expedite to whatever extent deemed appropriate without releasing SUPPLIER from his obligations under the CONTRACT.

## 08 Sub-orders

The General Conditions of Purchase are to be extended to all sub-orders issued by SUPPLIER in connection herewith. SUPPLIER shall supply AHT with unpriced copies of his orders to subcontractors and any requested shipping information including that of subcontractors' orders when and as requested.

## 09 Inspection

All GOODS shall be received subject to AHT's right of inspection and rejection. AHT is entitled (but not obliged) to reject any GOODS that do not conform with the CONTRACT. SUPPLIER agrees that a) all inspections and tests shall be made as required by the CONTRACT; b) all GOODS furnished hereunder shall be subject to inspection by AHT at all reasonable times and places before, during and after manufacture; c) it is SUPPLIER's obligation to repair and replace without cost or delay anything found defective during inspection; d) such inspection or failure to inspect by AHT or any other authority shall not relieve SUPPLIER of any responsibility or liability with respect to GOODS nor be interpreted in any way to imply acceptance thereof (any conflicting provisions of statutory law are herewith explicitly excluded); e) if as a consequence of disapproval or any other cause for which SUPPLIER is responsible, inspection (in part) has to be repeated or has still to be performed, the extra costs for AHT will be for the account of SUPPLIER.

## 10 Warranties

SUPPLIER warrants that the GOODS delivered shall be free from defects in design, workmanship, material, and manufacture. All GOODS furnished shall be new and consist of new materials and shall be in accordance with the CONTRACT and the agreed specifications and shall be of the best quality of their respective kinds incorporating first class workmanship throughout and applying the latest standard of technology. All GOODS

shall be of the required size and capacity, fit and suitable for the purpose intended by AHT and manufactured of proper materials to fulfil in all respects the operating conditions specified. All GOODS shall be free and clear of all liens, security interests and encumbrances.

The warranty period shall be five (5) years (standard) and ten (10) years for Epidemic Failures (as defined below) and will commence on the date of GOODS arrival at AHT, unless the factory warranty is valid for a longer period, in that case the warranty period will be the one which has been given by the manufacturer.

If any GOODS do not comply with the CONTRACT and/or the specifications, or are found defective, or if any defect or fault originating from the design (if furnished by SUPPLIER and/or subcontractor), materials, workmanship or operating characteristics of any GOODS arises at any time before or within the warranty period, AHT shall be entitled to:

- a) request SUPPLIER to replace or get repaired the GOODS at SUPPLIER's expense within the time period necessary to meet AHT's supply requirements or market repair requirements;
- b) carry out repair work or replacements of GOODS by itself or have it carried out by third parties (at AHT's premises or the premises of AHT's customers) at SUPPLIER's expense;
- c) return the GOODS to SUPPLIER and recover the price thereof;
- d) purchase products comparable to the GOODS or other substitutes for the GOODS in the open market or from third party suppliers as necessary to meet AHT's requirements. AHT may charge SUPPLIER with the difference between the Price of the defective GOODS and the price of substitutes;
- e) hold the SUPPLIER liable for all costs involved, including but not limited to any costs for repairing or replacing GOODS at AHT's customers' premises (including, but not limited to, any material, labour, travel, storage and transport costs), any costs for returning the GOODS from the market and any further transport or storage costs;
- f) cancel the Purchase Order / balance of the undelivered GOODS; or
- g) terminate the CONTRACT.

The rights of AHT as outlined above may be exercised individually, or in any combination at AHT's option.

Any GOODS repaired or replaced under warranty shall be subject to a new warranty under the same conditions.

The warranty set forth herein shall apply in addition to (and shall therefore not limit) any warranty provided for by statutory law.

SUPPLIER will supply all maintenance and repair services and spare parts at fair remuneration during a period of fifteen (15) years after expiration of the warranty period.

## 10a Epidemic Failure \_\_\_\_\_

It is understood that prices for the GOODS are agreed on the basis that SUPPLIER warrants the GOODS against epidemic failure as defined herein (elsewhere simply referred to as „Epidemic Failure“). Epidemic

Failure shall be deemed to have occurred if more than two percent (2 %) of the GOODS (of one item code) which have been delivered by SUPPLIER during any rolling twelve (12) month period are found to be defective. (Any AHT and SUPPLIER entities shall be considered in aggregate.)

In the event of Epidemic Failure, AHT shall be entitled to any rights laid down in these General Conditions of Purchase. In addition, an extended warranty period as laid down above shall apply for any GOODS which are potentially affected by the Epidemic Failure, and SUPPLIER shall bear the costs for remedying the problem eventually (including any costs related to a preventive field replacement). Furthermore, SUPPLIER shall bear all costs related to immediate countermeasures to prevent such Epidemic Failure in the future.

A "Recall" will be considered to exist if any GOODS withdrawal or field correction of any GOODS is required or requested by a governmental agency or through legal proceedings for quality reasons or safety reasons. For a Recall, the same provisions as for Epidemic Failure (including the extended warranty period) shall apply.

A "Fatal Claim" will be considered to exist if any GOODS cause a human injury or property damage. For a Fatal Claim, the same provisions as for Epidemic Failure (including the extended warranty period) shall apply.

In the event of a third party liability claim asserted against AHT, caused by the GOODS delivered under these General Conditions of Purchase, the SUPPLIER shall indemnify and hold AHT harmless from and against such claims and the SUPPLIER shall indemnify AHT for any and all damages payable to third parties pursuant to applicable product liability law and related costs and losses.

Upon the occurrence of an Epidemic Failure, a Recall, a Fatal Claim or any other campaign, field action or products liability situation (collectively referred to as „Reimbursement Event“), AHT shall be entitled to (but not limited to) any and all rights and remedies under these General Conditions of Purchase. Upon the occurrence of such a Reimbursement Event, the SUPPLIER shall additionally indemnify and hold AHT harmless for any material damage or bodily injury or the costs of any services or other actions undertaken by AHT to correct or to remedy any Reimbursement Event.

In case of a Reimbursement Event the Parties will keep each other informed of the details of the event and cooperate in properly defending each other's interests.

## 11 Passing of ownership —————

Unless agreed otherwise in the Purchase Order, the title and ownership of GOODS shall at the latest pass to AHT at the place of delivery as stated in the CONTRACT or upon payment of the related invoice, whichever comes first and without prejudice to any right of rejection which may accrue to AHT under the CONTRACT or otherwise.

## 12 Liability —————

SUPPLIER is liable for and indemnifies AHT against all costs and/or damages arising from his whole or partial non-compliance with the CONTRACT.

AHT will give written notice to SUPPLIER of the nature and extent of the damages incurred. SUPPLIER will reimburse the damages within thirty (30) days after receipt of said notice.

SUPPLIER shall be liable for any loss or damage to property and death or personal injury caused to any person using the GOODS or any final product incorporating the GOODS due to a defect within the meaning of the EEC Directive 85/374 on liability for defective products and EEC Directive 2001/95 on General Product Safety.

SUPPLIER shall cover its liabilities related to the CONTRACT by appropriate and sufficient insurance(s) for at least 5.000.000 EURO per incident. The SUPPLIER's insurance(s) shall include an extended product liability insurance which also covers disassembly and assembly costs related to the replacement of defective Products.

SUPPLIER will provide AHT a certificate of the insurances mentioned in this clause upon first request. SUPPLIER shall inform AHT of any change to the insurance coverage during the course of the CONTRACT. SUPPLIER shall keep such insurances for as long as necessary to fulfil its obligations under the CONTRACT, to cover all damages resulting from its breaches of its obligations and to cover its liability.

SUPPLIER assigns any claims against its insurer(s) to AHT. Should such assignment be void under the insurance contracts or the applicable law, SUPPLIER shall, nevertheless, instruct its insurer(s) to pay amounts due under the insurance(s) directly to AHT

In the event of a third-party liability claim asserted against AHT, caused by the GOODS delivered under the CONTRACT, SUPPLIER shall indemnify and hold AHT harmless from and against of such claims and SUPPLIER shall indemnify AHT for any and all damages payable to third Parties pursuant to applicable product liability law and related costs and losses.

In the event of a delay in the delivery of GOODS on the agreed delivery date, SUPPLIER will pay to AHT an amount of 0,2% of the value of the delayed GOODS for each day of delay as liquidated damages. Events of force majeure including omissions or circumstances imputable to third Parties, that prevent the SUPPLIER from complying with its obligations, shall release SUPPLIER from the liquidated damages. AHT may claim any damages exceeding the amount of liquidated damages as well as exercise any other rights.

## 13 Payment ---

SUPPLIER's invoices will be paid in accordance with the payment terms included in the Purchase Order, or, in absence of such payment terms, payment terms are fourteen (14) days with a three (3) percent discount and sixty (60) days net. If invoices and/or supporting documents require correction, the time of payment will be computed from the date of receipt of the corrected invoice and/or documents.

AHT is entitled to offset all amounts due to SUPPLIER under the CONTRACT with amounts due by SUPPLIER under the CONTRACT.

AHT's payment of an invoice or other account does not in itself constitute the unconditional acceptance of the GOODS.

In case AHT and the SUPPLIER agreed and confirmed in a Purchase Order that AHT will make (an) advance payment(s) to SUPPLIER, such advance payment(s) will be made only after SUPPLIER at its own cost issued

a first demand bank guarantee for the same amount as the advance payment(s) made by AHT in favour of AHT to guarantee the proper performance of SUPPLIER's obligations under the CONTRACT. SUPPLIER will issue the bank guarantee in the form which AHT will provide. The bank guarantee must be issued by a bank with at least A-rating and the bank must be approved by AHT. SUPPLIER will provide AHT a draft of the bank guarantee for review and approval. The bank guarantee will be issued at the latest fourteen (14) days prior to the agreed date of the advance payment and shall be valid until three (3) months after full ownership of the related GOODS has transferred to AHT in accordance with the terms of the CONTRACT.

## 14 Assignment —————

SUPPLIER shall not assign or transfer any of its rights or obligations under the CONTRACT without AHT's prior written approval.

## 15 Intellectual property —————

All drawings, specifications, models, samples and/ or other technical information or creations or data and other proprietary information, whether or not jointly created, furnished or approved by AHT or its designees („Technical Information“) and all rights therein are and shall remain the property of AHT or its designees and SUPPLIER is licensed to use Technical Information only for the purpose of performing the Purchase Orders and the CONTRACT.

All intellectual property rights, created under fabrication by AHT using the GOODS, the adjustments/ extensions thereto and/or relating (technical) information, documents, procedures, tasks, etc. will vest in AHT. As far as existing intellectual property rights and/or (technical) information, documents, procedures, etc, are with SUPPLIER and/or third Parties, SUPPLIER will arrange an irrevocable right to allow free and unrestricted use by and for the benefit of AHT.

SUPPLIER represents and warrants that all GOODS supplied by SUPPLIER and the sale of GOODS by SUPPLIER and, as applicable, the sale and use thereof by AHT or its subsequent purchasers or transferees will be free from liability for or claim by any persons of (i) royalties, liens or other encumbrances, or (ii) infringement of intellectual property rights of any person, whether patent rights, copyright, trademark, trade secrets, confidential information or other proprietary or intellectual property rights.

SUPPLIER shall defend, indemnify and/or hold harmless AHT from and against any action, claim, demand, costs, charges and expenses arising from or incurred by reason of any alleged or actual infringement of trade name and/or other intellectual property rights of third Parties in connection with GOODS or parts thereof, including the use of material or equipment and sale of products manufactured with GOODS.

In the event of any claim being made or action brought against AHT arising out of the matters referred to in this clause, SUPPLIER shall be promptly notified thereof and shall at his own expense conduct all negotiations for the settlement of the same and any litigation that may arise there from.

AHT shall at the request of SUPPLIER afford all available assistance for any such purposes. AHT shall be reimbursed any expenses incurred in doing so.

SUPPLIER irrevocably consents to AHT's, AHT's affiliates', AHT's customers' and subsequent successors' worldwide use of all objects of copyright (e.g., documentation) trademarks, service marks, tradenames, industrial designs (in any case, whether registered or not) made available by the SUPPLIER, to the extent necessary or purposeful for effective use/sales of GOODS and AHT's equipment. The remuneration of AHT's use is included in the price.

## 16 Termination due to default —————

In case of SUPPLIER's failure to comply with any provision of the CONTRACT, AHT may terminate the CONTRACT or parts thereof without further notice of default and without judicial or arbitral intervention and without cost or penalty for AHT. In addition AHT shall be entitled to claims as provided for in the CONTRACT and/or in the applicable rules of law. SUPPLIER will – if and to the extent requested by AHT - assign to AHT the subcontracts to the CONTRACT entered into by SUPPLIER.

## 17 Force majeure —————

A party shall have no liability to the other party under the CONTRACT if it is prevented from or delayed in performing its obligations due to a Force Majeure Event. A Force Majeure Event is defined as any occurrence which cannot be reasonably foreseen, controlled and prevented by SUPPLIER or AHT and which materially affects the execution of the CONTRACT. Normal risks such as ordinary hazards of inclement weather, availability of labour or material or transport, defective materials, strikes other than general strikes, fluctuation of prices or wages, bankruptcy or insolvency of SUPPLIER, etc. shall not be considered Force Majeure Event.

SUPPLIER shall notify AHT immediately in writing of an occurrence of Force Majeure Event and provide details. SUPPLIER claiming an extension of time because of Force Majeure Event shall have the burden of proof of the existence of a situation of Force Majeure Event and that the occurrence affects the progress of the execution of the CONTRACT. Extra costs caused by Force Majeure Event encountered by SUPPLIER will not be compensated by AHT. AHT may terminate the CONTRACT in the event that a Force Majeure Event has prevented SUPPLIER to supply for thirty (30) calendar days.

## 18 Confidentiality —————

All AHT data, information, designs, drawings and other documents supplied to SUPPLIER by AHT are confidential and shall not be used for any purpose whatsoever other than for the execution of SUPPLIER's obligations under the CONTRACT.

Receiving party shall only make available the confidential information provided by the disclosing party, to those of its employees, who need to know the confidential information for the purpose of the supply of the GOODS under the CONTRACT and only subject to the condition that these employees are informed of the confidential nature of the confidential information. Receiving party will take appropriate action (by instructions, agreement, or otherwise) with such employees in order to satisfy receiving party's obligations under the CONTRACT.

SUPPLIER shall ensure that all sub-tier suppliers of SUPPLIER who strictly need to have access (directly or indirectly) to AHT's confidential information for the purpose of the supply of the GOODS, will sign and comply with a non-disclosure agreement providing for a similar protection of the confidential information as set forth herein.

## 19 Publicity \_\_\_\_\_

Without AHT's prior written approval SUPPLIER shall not use the AHT brand, nor make public any details of the CONTRACT, GOODS to be supplied or the purpose for which any GOODS to be supplied hereunder are to be used.

## 20 Applicable law \_\_\_\_\_

The CONTRACT (including the arbitration clause) shall be governed by, subject to, and construed in accordance with the laws of the country where the AHT entity placing the Purchase Order has its registered office. Conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods shall be excluded.

## 21 Disputes \_\_\_\_\_

All disputes arising out of or in connection with the CONTRACT shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published.

The place of arbitration shall be the registered office of the AHT entity that has placed the Purchase Order, and the arbitration shall be conducted in the English language.

The decision resulting from such arbitration (including any award) shall be final and binding on both Parties. The Parties acknowledge that such awards shall be enforced in any place where their assets are located or determined to be located and be enforced by any competent court at that location.

Arbitration expenses (including all the arbitration related expenses such as attorney's fee, transportation and lodging expenses) shall be paid by the Party defeated except cases where clauses of the arbitration decision expressly determine otherwise.

The Parties, although any dispute may be present, may continue to implement the clauses of the CONTRACT except the clauses under arbitration.

## 22 Compliance obligation

SUPPLIER undertakes and warrants that SUPPLIER and all GOODS shall comply with all applicable international, national and local laws and regulations including but not limited to anti-bribery, anti-money laundering, antiterrorism, trade control, economic sanction and anti-boycott laws and administrative requirements. SUPPLIER undertakes and warrants that SUPPLIER and all GOODS shall comply with DAIKIN's Handbook for Corporate Ethics, available here [https://www.aht.at/wp-content/uploads/2024/04/POL-002\\_en-Handbook-for-Corporate-Ethics-1.pdf](https://www.aht.at/wp-content/uploads/2024/04/POL-002_en-Handbook-for-Corporate-Ethics-1.pdf).

SUPPLIER hereby represents and warrants that it and/or all of its shareholders, directors, officers, employees and subcontractors who will perform services under the CONTRACT are knowledgeable about the laws, restrictions and principles stated above and agrees to take appropriate steps to ensure compliance by any such persons with respect to the services to be performed under the CONTRACT.

## 23 Anti-corruption obligation

SUPPLIER represents and warrants that

- a) the SUPPLIER and its employees and its subcontractors, agents or other third Parties acting on its behalf (i) are each familiar with, understand, and have not violated any anti-bribery laws and (ii) have not been convicted or investigated by law enforcement or other competent agencies for violations of anti-bribery laws.
- b) the SUPPLIER will take reasonable measures to ensure that its employees, subcontractors, agents or other third Parties, subject to its control or determining influence, will comply with the anti-bribery laws.
- c) the SUPPLIER will not take any actions that could cause AHT to violate such anti-bribery laws.
- d) the SUPPLIER should maintain accurate books, records and accounts necessary to demonstrate its compliance with the anti-bribery laws.
- e) upon request from AHT, SUPPLIER shall ensure that every employee, subcontractor, agent or other third party acting on behalf of SUPPLIER, executes a written certification and provides AHT with information and materials reasonably requested by AHT in order for AHT to examine whether SUPPLIER or such employee etc. is in compliance with the anti-bribery laws.

## 24 Books and records

SUPPLIER shall keep full records in relation to the performance of the CONTRACT. The content of these records shall include, but not be limited to full and accurate description of performance of SUPPLIER and its subcontractors (e.g. details of service providers, timesheets, and relevant correspondence or summaries thereof), all expenditures, all payments made and any other documents created or received in connection with the CONTRACT with AHT.

SUPPLIER shall keep these records at least for the statutory retention period, or a period of ten (10) years after full completion of the CONTRACT, whichever is longer.

## 25 Data protection

Parties confirm to exchange personal data only to the extent necessary for the execution of the CONTRACT and to collect such data lawfully, in accordance with Articles 6, 13 and 14 of Regulation (EU) 2016/679 (“GDPR”), including any subsequent amendment.

Each Party undertakes to use, store, transfer and otherwise process personal data that it has received from the other party, only for the purpose of the execution of the CONTRACT (including the performance and fulfilment of the respective obligations deriving from it) and in compliance with applicable laws and regulations pertaining to the security, confidentiality, and protection of personal data – including the GDPR and any secondary (European or national) legislation adopted pursuant to the GDPR.

For AHT, reference is made to the Data Protection Policy available here: <https://en.aht.at/privacy-policy/>.

If a party undertakes any processing of personal data under the instructions and on behalf of the other party for the purpose of the execution of the CONTRACT, Parties shall enter into a data processing agreement pursuant to Article 28 of GDPR and any relevant provisions under applicable laws and regulations.

## 26 Survival

Provisions contained in the CONTRACT that are expressed or by their sense and context are intended to survive the expiration or termination of the CONTRACT, shall survive the expiration or termination and continue in full force and effect.

## 27 Miscellaneous

Whenever possible, the provisions of the CONTRACT shall be interpreted in such a manner as to be valid and enforceable under applicable law. However, if one or more provisions of the CONTRACT are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of any such provision and of the CONTRACT shall not be affected and shall continue in full force and effect, as if the invalid, illegal or unenforceable provision had never been contained therein. Moreover, if the Parties decide to amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, they should take care that the new or amended provision embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).