



Terms & Conditions

Terms & Conditions for Sale, Austria, English Version, March 2017

1. DEFINITIONS AND APPLICATIONS

In these Terms and Conditions, and elsewhere in any Contract:	
Agreed Limit of Liability	has the meaning given it in Clause 9;
Applicable Laws	means all laws, regulations and other mandatory requirements from time to time in force anywhere that apply to anything done under or in connection with a Contract. Nothing in these terms reduces Our rights or increases Our liability under that legislation.
SKIPPEX	means SKIPPEX GmbH, a company registered with the commercial register of local court of Graz with FBNr 464676y
SKIPPEX Quotation	means any quotation, estimate or other communication from SKIPPEX made in writing, offering to provide Services to Customer and specifying and/or describing those Services;
Confidential Information	has the meaning given it in Clause 8.1;
Consignee	means the Owner, Customer or other person to whom a Consignment is to be delivered;
Consignment	means a consignment of Goods in relation to which any Services are or are to be provided by SKIPPEX under a Contract;
Contract	means any contract between SKIPPEX and Customer for the provision of Services. Such Contract shall at all times be construed subject to these Terms and Conditions (so that any reference to the Contract automatically incorporates a reference to these Terms and Conditions);
Customer	means the entity that has entered into a Contract with SKIPPEX, under which SKIPPEX is to supply Services;
Customer Order	means any request or order from Customer to SKIPPEX, whether or not in writing, for the supply of Services by SKIPPEX;
Effective Date	means the date identified as such in a Contract or, in the absence of such a date, the date on which SKIPPEX agreed to perform the Services;
Goods	means the goods, materials or other items, including any packaging for them not provided by or on behalf SKIPPEX, in relation to which any Services are to be provided by SKIPPEX under a Contract;
Owner	means the owner of Goods;
Party	means SKIPPEX or Customer; and Parties refers to both of them;
Services	means services in connection with the supply of packaging for, packing, import and export, collection, delivery and transportation of Consignments, which are to be supplied by SKIPPEX to the Customer;
Term	means the period from the Effective Date to termination of the Contract in accordance with its terms;
Terms and Conditions	means these terms and conditions of supply;
VAT	means value added tax chargeable under the Applicable Laws;
writing	and cognate expressions include a reference to e-mail unless expressly provided to the contrary.

2. ENGAGEMENT

2.1. Services.

Customer engages SKIPPEX to supply the Services subject to the terms of the Contract, and SKIPPEX agrees to supply the Services to Customer subject to such terms. Any deviations to the terms of the Contract by Customer or contradictory terms shall only be binding if expressly stipulated in writing and signed by the Parties.

2.2. Application from Effective Date.

Such engagement is effective from the Effective Date and accordingly the Contract applies to all Services provided by SKIPPEX to Customer on or after the Effective Date.

3. SERVICES ETC

3.1. Scope of Services.

The scope of the Services to be supplied by SKIPPEX under the Contract shall be those specified or described in SKIPPEX Quotations accepted by Customer as below or Customer Orders accepted by SKIPPEX as below, and any other Services that the Parties may from time to time agree in writing.

3.2. SKIPPEX Quotations.

3.2.1 SKIPPEX may from time to time issue SKIPPEX Quotations to Customer. All SKIPPEX Quotations shall be deemed to be issued subject to these Terms and Conditions.

3.2.2 Customer may accept or reject any SKIPPEX Quotation. Customer must communicate acceptance to SKIPPEX, and SKIPPEX may require Customer to confirm such acceptance in writing.

3.2.3 If Customer accepts a SKIPPEX Quotation then SKIPPEX shall supply the applicable Services to Customer subject to the terms of the Contract, and Customer shall also be bound to comply with its obligations under the Contract in relation to such Services.

3.2.4 However SKIPPEX may at any time before Customer has accepted it withdraw a SKIPPEX Quotation, and Customer may not accept a SKIPPEX Quotation after it has been withdrawn or after expiry of any period that the SKIPPEX Quotation remains open for acceptance by Customer as stated in the applicable SKIPPEX Quotation.

3.3. Customer Orders.

3.3.1 Customer may from time to time issue Customer Orders to SKIPPEX. All Customer Orders shall be deemed to be issued subject to these Terms and Conditions.

3.3.2 SKIPPEX may accept any Customer Order either by communicating acceptance to Customer or by commencing supply of the applicable Services. If SKIPPEX does not wish to accept a Customer Order, it will communicate this to Customer.

3.3.3 If SKIPPEX accepts a Customer Order then SKIPPEX shall supply the applicable Services to Customer subject to the terms of the Contract, and Customer shall also be bound to comply with its obligations under the Contract in relation to such Services.

3.3.4 Unless You instruct otherwise, SKIPPEX has total discretion as to the means, route and procedure for handling, storage or transportation of any shipment. You authorise SKIPPEX to depart from Your instructions if We reasonably decide that it is desirable to do so in Your interests.

4. OBLIGATIONS OF SKIPPEX

4.1. Performance.

SKIPPEX:

4.1.1 shall perform the Services with reasonable care and skill;

4.1.2 shall assign to the Services personnel with the appropriate levels of expertise and experience;

4.1.3 shall devote such time, attention, skill and ability to the Services as may reasonably be required to perform in accordance with the Contract;

4.1.4 may determine the manner in which it performs the Services, including the means, route and procedure to be followed; and

4.1.5 shall use reasonable efforts to arrange the collection and delivery of Consignments in accordance with requested or agreed collection or delivery dates, but does not guarantee to adhere to such dates.

4.2. Subcontracting.

SKIPPEX may in its absolute discretion subcontract performance of Services under the Contract. However SKIPPEX shall remain responsible for any subcontracted Services as if it had not subcontracted them.

4.3. Excluded Goods

SKIPPEX shall not be obliged to accept Goods, which are not permitted according to the Applicable Laws for Services.

4.4. Inspection of Goods

SKIPPEX reserves the right to inspect the Goods which includes SKIPPEX's right to open packaging of the Goods, if deemed necessary to protect SKIPPEX's interests for reasons that include but are not limited to address verification, customs procedures, securing of damaged Goods, precluding a potential risk from shipment of the Goods (dry ice, biological substances, etc.), or suspicion that the Goods may contravene the Contract.

5. OBLIGATIONS OF CUSTOMER

5.1. Cooperation

Customer:

5.1.1 shall promptly provide to SKIPPEX such information, advice and assistance as SKIPPEX requires in connection with the Services complete and accurate, including information that SKIPPEX may require about any Goods, and notify SKIPPEX in writing of any official or regulatory requirements affecting the shipment and will provide all necessary documentation and at SKIPPEX's request communicating with third parties such as customs officials;

5.1.2 shall promptly provide to SKIPPEX and its representatives all such other cooperation as may reasonably be required in relation to the Services;

5.1.3 shall ensure that the shipped Goods are marked and labelled in accordance with the Applicable Laws;

5.1.4 shall ensure availability of a declaration of safety/harmlessness for airfreight, if applicable;

5.1.5 shall ensure that proper approvals are obtained, as defined by foreign trade regulations (especially dual use regulations); and

5.1.6 shall promptly notify SKIPPEX of any potential transportation hindrances which become known to Customer.

5.2. Consequences of failure to cooperate.

If and to the extent that failure by Customer to comply with its obligations under the Contract results in SKIPPEX being unable to perform its obligations, SKIPPEX shall not be liable for that failure. If and to the extent that such failure by Customer results in SKIPPEX incurring extra costs or expending extra time or effort in connection with performance of Services, Customer shall pay to SKIPPEX additional amounts calculated in accordance with SKIPPEX's normal practices at the applicable time.

5.3. Information about and packaging of Goods

Customer warrants that:

5.3.1 any description of and information provided by Customer concerning any Goods that are or are to be the subject of any Services will be complete and accurate so far as relevant to performance of the applicable Services, and in particular concerning potential hazards and any requirements regarding temperature control and monitoring;

5.3.2 it shall provide to SKIPPEX advance written notice if any Goods that are to be the subject of the Services are hazardous, dangerous, perishable or toxic, and shall include detailed advice in writing on how to handle them safely and appropriately;

5.3.3 where Goods that are or are to be the subject of any Services have been prepared, packed, stowed, labelled and/or marked by any person other than SKIPPEX or its subcontractor prior to collection

of the applicable Consignment, these things shall have been carried out in a manner appropriate to the Goods taking into account the applicable Services to be provided in relation to them, and in particular shall have been carried out in accordance with Applicable Laws and taking due account of matters of health and safety;

5.3.4 where SKIPPEX or its subcontractor receives any Goods that are or are to be the subject of any Services, already stowed in a container or any other device specifically constructed for the carriage of those Goods (Transport Unit), the Transport Unit shall be in good condition and suitable for the carriage of the applicable Goods to their destination; and

5.3.5 it shall provide to SKIPPEX advance written notice if any Goods need special treatment and/or fall within the scope of special statutory rules.

5.4. Warranties by Customer

Customer represents and warrants that it is the Owner of the Goods or, if it is not the Owner of the Goods it is the duly authorised agent of the Owner with authority to engage SKIPPEX to supply the applicable Services in relation to the Goods, on the terms of the Contract.

5.5. Reusable packaging supplied by SKIPPEX

Where SKIPPEX supplies reusable packaging for the shipment of Goods, the risk of loss of and damage to that packaging (fair wear and tear excepted) when not in the possession of SKIPPEX or its subcontractors shall lie with Customer, and Customer shall upon demand indemnify SKIPPEX accordingly.

5.6. Collect Charges

If SKIPPEX accept a shipment on instructions to collect carriage charges, duty or any other money from the consignee or anyone else, you nonetheless remain responsible for payment if they are not paid by such other person immediately when due. We shall not be liable for any failure to collect any such payment.

6. FAILURE TO TAKE DELIVERY

6.1. Agreement of remedial actions

If delivery of a Consignment or any part thereof is not taken by the Consignee at the agreed time and place, SKIPPEX will try to contact Customer and seek to agree what should be done with the Consignment. SKIPPEX's charges in respect of further attempts to have the Consignment delivered to the Consignee (or an alternative Consignee), storage of the applicable Goods, and disposing of the applicable Goods (as relevant) shall be for the account of Customer.

6.2. Other steps

Should SKIPPEX and Customer fail to agree what should be done with the Consignment as above, or should SKIPPEX be unable to take the steps agreed with Customer as above, or should SKIPPEX be unable to contact Customer due to the Customer not being available, then, SKIPPEX shall be entitled at the expense of Customer:

6.2.1 on 28 days' notice in writing to Customer to dispose of any Goods which have been held by or on behalf of SKIPPEX for 90 days and which cannot be delivered as agreed or instructed; and

6.2.2 without prior notice to dispose of Goods which SKIPPEX believes have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss, hazard or damage to third parties or to contravene any Applicable Laws.

7. FINANCIAL

7.1. Amounts payable

The amounts to be paid by Customer to SKIPPEX in respect of the Services supplied under the Contract shall be the amounts specified in the applicable SKIPPEX Quotation or Customer Order or, if not so specified, shall be as calculated by SKIPPEX in accordance with its normal practices at the applicable

time. Such amounts may include fees and expenses/disbursements. SKIPPEX shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders. SKIPPEX shall also be entitled to charge Customer any other amounts payable by Customer under the terms of the Contract.

7.2. Payment

Customer shall pay all amounts payable by it within 30 days of the date of SKIPPEX's invoice. If SKIPPEX agrees to collect from a Consignee or other third party, instead of from Customer, any amounts that would otherwise be payable by Customer under the Contract, Customer shall nevertheless remain liable for payment of these amounts and, in the case that SKIPPEX informs Customer that any such amount has not been paid by the applicable third party when due, Customer shall pay the applicable amount to SKIPPEX within 7 days.

7.3. Manner and currency of payment

Customer shall pay all monies becoming due to SKIPPEX under the Contract by electronic transfer to a bank account nominated by SKIPPEX or by such other means as SKIPPEX may reasonably require, shall pay them in Pounds Sterling or such other currency in which they are invoiced, and shall pay them in full without any withholding or deduction because of any set-off, counterclaim, abatement or otherwise.

7.4. VAT

All sums becoming due to SKIPPEX under the Contract are exclusive of any VAT, which (in the case that SKIPPEX is obliged by law to charge VAT) Customer shall pay in addition against SKIPPEX's VAT invoices.

7.5. Overdue amounts

From the due date default interest in the amount of 8 percentage points above the respective base interest rate p. a. shall accrue. The statutory regulations on delay in the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch – ABGB) shall apply in addition. SKIPPEX reserves all rights to claim further damages for delay.

7.6. Offset/Retention

An offset or retention of payment of amounts due by Customer may only occur against legally enforceable or undisputed claims.

8. CONFIDENTIALITY

8.1. Confidentiality of Confidential Information[^]

Each Party agrees to maintain secret and confidential all information obtained from the other Party, whether pursuant to the Contract or prior to and in contemplation of it, and all other information that it may acquire from the other in the course of the Contract, to respect the other's proprietary rights in such information, to use it exclusively for the purposes of or as contemplated by the Contract, and to disclose it only to such persons to whom and to the extent that such disclosure is reasonably necessary for such purposes. In the Contract, and subject to Clause 8.2, the information referred to in the immediately preceding sentence is called Confidential Information. Without limiting the scope of Confidential Information, it shall include: (a), subject to Clause 8.2, and as Confidential Information of SKIPPEX, all know-how and other information concerning SKIPPEX's operating procedures, data, contacts, customers, employees, suppliers, contractors and otherwise SKIPPEX's business at any time disclosed to Customer by SKIPPEX; and (b), as Confidential Information of both Parties, the terms of the Contract.

8.2. Certain information not Confidential Information

Confidential Information excludes information which:

- 8.2.1 prior to receipt thereof from one Party was in the possession of the other and at its free disposal; or
- 8.2.2 is subsequently disclosed to the recipient Party free of any obligations of confidentiality by a third party who has not derived it directly or indirectly from the other; or
- 8.2.3 is or becomes generally available to the public through no act or default of the recipient Party or its employees, subcontractors or agents.

8.3. Mandatory disclosures

If and as soon as a Party becomes aware that it may be obliged by any Applicable Laws or competent authority to disclose any Confidential Information of the other Party, then it shall (if it lawfully can) so notify the other and shall at the request and cost of the other provide to the other such assistance as the other may reasonably require in taking lawful steps to limit or prevent the disclosure.

8.4. Obligation to pass on obligations of confidentiality

Each Party shall:

8.4.1 procure that all persons to whom it discloses any Confidential Information of the other shall be made aware of and subject to obligations of confidentiality and non-use reflecting this Clause 8; and

8.4.2 use its best efforts to enforce such obligations.

A breach by any of such persons of any of such obligations shall be deemed to be a breach of the Contract by such Party.

8.5. Period of application

This Clause 8 shall continue in force throughout the Term and for a period of 5 years after the end of the Term of the Contract.

9. LIABILITY, INDEMNITIES, FORCE MAJEURE, TIME LIMITS FOR CLAIMS AND INSURANCE

9.1. Liability

The Applicable Laws shall apply and unless otherwise expressly agreed in the Contract, liability of SKIPPEX shall be determined by AÖSp 2017 (§51-§63)

9.2. Indemnities by Customer

9.2.1 Customer shall indemnify SKIPPEX against:

9.2.1.1 all liabilities, losses, damage, claims, demands, costs and expenses incurred or suffered by SKIPPEX: (a) that arise out of SKIPPEX acting in accordance with Customer's instructions; or (b) that arise out of or in connection with any breach by Customer of any obligation or warranty in the Contract or from the negligence of Customer, its directors, officers, employees, subcontractors or agents; and

9.2.1.2 all claims and demands whatsoever and by whomsoever (including by any Consignee, Owner or other third party) made or preferred in excess of the liability of SKIPPEX under the Contract, regardless whether such claim or demand arises from or in connection with any breach of contract or negligence or other wrongdoing on the part of SKIPPEX, its directors, officers, employees, subcontractors or agents, and against all liabilities, losses, damage, costs and expenses arising out of or in connection with such claims and demands.

9.2.2 SKIPPEX shall without undue delay give to Customer notice in writing if SKIPPEX becomes aware of any circumstances, including any claim or demand, in respect of which SKIPPEX may seek indemnification under Clause 9.2.1.

9.2.3 SKIPPEX shall deal with and control the handling and resolution of any circumstances, including any claim or demand, in respect of which SKIPPEX seeks indemnification under Clause 9.2.1, in consultation with Customer to the extent SKIPPEX considers appropriate. Customer shall provide to SKIPPEX all such cooperation in relation thereto as SKIPPEX may reasonably require.

9.3. Force Majeure

9.3.1 Subject to Clause 9.3.2, neither Party shall be considered in breach of the Contract, or liable for any loss or damage which may be suffered by the other Party, as a direct or indirect result of the performance of any of the first Party's obligations under the Contract being prevented, hindered or delayed by reason of strike, lock-out, stoppage, restraint of labour, government action, war, terrorism, storm or any other circumstances or events beyond such first Party's reasonable control (Force Majeure).

9.3.2 A Party affected by Force Majeure shall:

9.3.2.1 promptly notify the other Party in writing of the Force Majeure and the actual or expected effects of it; and

9.3.2.2 use all reasonable efforts to resume performance and continue performance of the affected obligations.

9.3.3 If a Party's performance of its obligations under the Contract is affected by Force Majeure for a period of 28 days or more, then the other Party shall be entitled to terminate the Contract by giving to the affected Party written notice of termination having immediate effect.

9.4. Time limits for claims

Any claim by Customer against SKIPPEX arising in respect of any Services must be made in writing and notified to SKIPPEX within 14 days of the date upon which Customer became or should have become aware of any event or occurrence alleged to give rise to such claim, and any claim not so made and notified shall be deemed to be waived and absolutely barred except in the case that Customer can show that it was impossible for it to comply with this time limit and that it has made the claim as soon as it was reasonably possible for it to do so. Notwithstanding the immediately preceding sentence, SKIPPEX shall in any event be discharged of all liability whatsoever howsoever arising in respect of any Services provided (or which should have been provided) unless the applicable claim is issued and written notice thereof given to SKIPPEX within nine months from the date of the event or occurrence alleged to give rise to a cause of action against SKIPPEX.

9.5. Insurance

The Customer will make his own arrangements to insure the shipment to its full value against all appropriate risks. SKIPPEX will not effect any insurance on behalf of Customer. However, if requested by Customer, SKIPPEX may agree to arrange enhancements to its own insurance cover as it applies to risks and liabilities in connection with the Services, and to accept increases in the limits of its liability under the Contract accordingly. Any such increases will be effective only if agreed in writing by a duly authorised representative of SKIPPEX, and subject to SKIPPEX (on the basis it shall use reasonable efforts to do so) obtaining the applicable payment from its insurers in the event of a claim. SKIPPEX shall be entitled to charge Customer the cost of effecting the applicable enhancements to SKIPPEX's insurance cover as above, plus a reasonable administrative fee.

10. TERM AND TERMINATION

10.1. Term.

Unless terminated in accordance with its terms, the Contract shall continue in force without limit in time

10.2. Termination without cause

Either Party may terminate the Contract by giving at least 3 months' written notice to the other.

10.3. Termination for cause

Both Parties shall have the right to terminate the Contract for good cause without observing a period of notice. Good cause is given for one Party in particular if:

10.3.1 the other Party commits any material breach of any of the terms of the Contract which in the case of a breach capable of remedy is not remedied by the other Party within 28 days of the date of a notice to the other Party specifying the breach and requiring its remedy;

10.3.2 the other Party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

10.3.3 a resolution is passed, or an order is made, for the winding up of the other Party;

10.3.4 an order is made for the appointment of an administrator or an administrator is appointed over the other Party;

10.3.5 the other Party makes an assignment for the benefit of creditors, a voluntary arrangement with its creditors or becomes subject to an administration order;

10.3.6 the other Party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or to assume the obligations imposed on the other Party under the Contract); or

10.3.7 the other Party ceases or threatens to cease to carry on all or substantially all of its business.

10.4. Material breach partially defined

Without limiting the scope of Clause 10.3.1, a breach of any of Clauses 5.3, 5.4, 7, 8, 9.2, and 12 shall be deemed a material breach.

11. CONSEQUENCES OF TERMINATION

11.1. Accrued rights

Termination of the Contract (however arising) shall be without prejudice to the rights of the Parties accrued prior to termination or to any other right or remedy of either Party.

11.2. Survival of certain terms

All terms of the Contract which in order to give full effect to their meanings need to survive termination of the Contract shall do so. In particular Clauses 6, 7, 8, 9, 11, 12, 13 and 14 shall survive any termination of the Contract.

11.3. Financial

Following any termination of the Contract Customer shall within 7 days pay all outstanding invoices of SKIPPEX in respect of amounts payable under the Contract, and shall within 7 days of the invoice date pay any such invoices rendered by SKIPPEX after termination of the Contract.

11.4. Other consequences

Upon any termination of the Contract each Party shall within 14 days return to the other or, if instructed by the other in writing, destroy or delete all documents or records (in any form) and materials recording or otherwise embodying any Confidential Information of the other Party. Notwithstanding this obligation, each Party shall be entitled to retain such documents and records as are required to comply with Applicable Laws or other terms of the Contract; and neither Party shall be obliged to delete any copies of documents or records made in the process of backing up of its computer systems for security purposes (but it shall keep those documents and records securely, and in particular in compliance with its obligations under the Contract regarding Confidential Information).

12. NON-SOLICITATION

12.1. Definitions.

In this Clause 12:

12.1.1 Key Employee means an employee who is not employed in an administrative or secretarial capacity and the loss of whom would have a material detrimental effect on the business of the applicable Party or, as the case may be, a subcontractor of the applicable Party; and

12.1.2 Relevant Period means the period of 12 months immediately prior to: (a) the termination of the Contract, or, as the case may be; (b) the completion of the last of the Services provided under the Contract.

12.2. Restrictions on solicitation etc

Neither Party shall:

12.2.1 during the Term of the Contract; or

12.2.2 for a period of 6 months after the termination of the Contract;

directly or indirectly seek to solicit or entice away for employment or other engagement any Key Employee of the other Party or of any subcontractor of the other Party under the Contract with whom (in either case) the first Party had material contact or dealings in connection with the Contract during the Relevant Period.

13. MISCELLANEOUS

13.1. Announcements/publicity

SKIPPEX shall be entitled for the purposes of its own publicity to name Customer as its customer. Subject to that, neither Party shall issue any press release or other announcement, or otherwise publicise the relationship between the Parties embodied in the Contract, except with the prior written approval of the other Party. Such approval may be given, withheld or conditioned in the other Party's absolute discretion.

13.2. Variation

No addition, amendment to or modification of the Contract shall be effective unless it is in writing and signed by the duly authorised representative of each Party (e-mail is not sufficient).

13.3. Severability

If any part of the Contract is found to be invalid or unenforceable then such part of the Contract shall be deemed removed from the Contract, but without affecting the remainder of the Contract. However in that event the Parties shall in good faith negotiate and endeavour to agree valid and enforceable replacement terms that as nearly as possible achieve their original intent embodied in the removed part.

13.4. Assignment.

13.4.1 SKIPPEX may without consent assign its rights and obligations under the Contract to any person to whom it transfers all or substantially all of its business and assets.

13.4.2 Subject to Clause 13.4.1, neither Party shall without the prior written consent of the other (which shall not unreasonably be withheld or delayed) assign any of its rights or obligations under the Contract.

13.4.3 The Contract shall bind and shall continue in force for the benefit of any permitted assignee of either Party.

13.5. Notices

13.5.1 Any notice to be given under the Contract shall be in writing and shall be delivered personally, or sent by facsimile transmission, or by commercial courier, or by e-mail, to the Party required to receive the notice at its address, facsimile number or e-mail address (as the case may be) as set out in the Contract or as may otherwise be specified by the relevant Party by notice in writing to the other Party.

13.5.2 Any notice shall be deemed to have been duly received: (a) if delivered personally, when left at the recipient Party's address, marked for the attention of an officer or employee of the recipient Party known to the Party giving notice; or (b) if sent by facsimile transmission, at 9.00 am on the next business day (in the recipient's location) after sending, marked for the attention of such officer or employee, with correct transmission confirmed; or (c) if delivered by commercial courier, marked for the attention of such officer or employee, on the date and at the time that the courier's delivery receipt is signed; or (d) if sent by e-mail, at 9.00 am on the next business day (in the recipient's location) after sending to the e-mail address of such officer or employee, provided receipt is confirmed (by any means).

13.5.3 The provisions of this Clause 13.5 shall not apply to the service of any proceedings or other documents in any legal action

13.6. Entire agreement

The Contract supersedes any arrangements, undertakings, promises or agreements made or existing between the Parties prior to or simultaneously with the Contract and relating to the subject-matter of the Contract, and constitutes the entire understanding between the Parties in relation to the subject matter of the Contract. Without limiting the scope of the immediately preceding sentence, no terms and conditions incorporated into or referred to in any Customer Order placed by Customer or in any acceptance of a SKIPPEX Quotation, or in any other documentation issued by Customer, shall have any effect. No terms or conditions not expressly set out in the Contract form part of it.

13.7. Costs

Except to the extent expressly provided to the contrary in the Contract, each Party shall bear its own costs and expenses in relation to the preparation, negotiation and performance of the Contract.

14. GOVERNING LAW AND JURISDICTION

14.1. Governing law

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Austria.

14.2. Jurisdiction

Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this Contract shall be Graz, Austria.

14.3. In the event of contradictions

between the two versions, the English version of the Terms and Conditions shall always prevail if the Customer was provided with the German and the English version of the Terms and Conditions.