



CORPORATE PROCUREMENT & IT

GENERAL TERMS AND CONDITIONS OF CONTRACT **Österreichische Post AG for Contract for Work Performance** (Version: 31.07.2020)

1. Scope/Definition

- 1.1 These General Terms and Conditions of Contract (herein "GTC") apply to the contractual legal relationships governing the provision of **work performance** (herein "Services") between Österreichische Post AG (herein "Post") and the contractor (herein "Contractor") and to future offers/contracts between the Contracting Parties.
- 1.2 In particular, the GTC are appended to offers, orders and contracts and are legally effective as an integral part of the contract between the Contracting Parties, whereas any contractual provisions deviating from these GTC take precedence.
- 1.3 Third-party general terms and conditions of business/contract and/or standard terms and conditions are expressly excluded. This also applies if the Contractor refers to them in his offer, correspondence or other documents.
- 1.4 Work performance includes in particular all maintenance, transport, construction, cleaning, repair, print and data processing services as well as the drafting of appraisals, balance sheets, and written statements.

2. Obligations of the Contractor

- 2.1 On the basis of the initial situation and objectives described, the Contractor undertakes to advise Post professionally and comprehensively in accordance with the subject of the contract and to protect the interests of Post; i.e. **to point out opportunities and possibilities as well as risks and how to minimise them**. Unless expressly agreed otherwise, the Contractor must submit to Post a complete, clearly structured and comprehensible final report in which all results including documents (concept developed, reports on partial results of the examinations carried out by the Contractor, further documentation, records of results, consulting reports, business plans, concepts, etc.) as well as the aspects underpinning them are presented.
- 2.2 The Contractor undertakes to ensure minimal disruption of operations and to comply with any applicable employment and social legislation as well as the Code of Conduct for Suppliers, (Suppliers Codex), **Annex. /1**, and the relevant operational regulations of Post, in particular the safety regulations, the working time regulations, the house rules, etc. All employees deployed by the Contractor (and thus also those of subcontractors, etc.) must be entitled to reside and take up employed work in Austria.
- 2.3 The Contractor undertakes (i) to ensure that its legal representatives, employees and engaged and/or commissioned subcontractors comply with all applicable legal provisions relating to anti-corruption regulations and (ii) to take appropriate measures to ensure compliance with the anti-corruption regulations. In the event of a violation of anti-corruption regulations, the Principal is entitled – without prejudice to other rights of withdrawal and termination – to terminate the agreement without notice and to assert any claims for damages.

If the Contractor culpably violates his obligations in a manner described in Sec 12(2)(e), Post is entitled to a penalty of 50% of the agreed remuneration.



- 2.4 The Contractor will deploy only carefully selected and well-trained employees. Should Post so demand, the Contractor will replace, within an appropriate period of time, employees who do not possess the requisite expertise or who impair the fulfilment of the contract. If the subject matter of the contract requires certain employees to be in charge of the performance of services, the Contractor must bind these with main responsibility for the performance of services over the entire term of the contract and is responsible for replacing them if absolutely necessary and making a new appointment to the position in coordination with Post. The Post will render its consent in cases in which the Contractor proves that the new employee is just as qualified and experienced as the departing person.
- 2.5 As soon as the Contractor becomes aware of any circumstances which impair the performance of the contract, he must immediately inform Post in writing within 48 hours of becoming aware of these circumstances and suggest ways of resolving them.
- 2.6 If, during performance of the contract, a service that was not covered by the initial situation and objectives described proves to be necessary, the Contractor must obtain, prior to performance, the written consent of Post for the extension or alteration of the object of performance. If the necessity or expediency of this service is determined by mutual agreement, the corresponding remuneration is to be agreed at the same time. If the Contractor carries out a service that is not part of the performance object without prior written consent and agreement of the remuneration, Post is not obliged to remunerate it.
- 2.7 The Contractor bears the costs of offers, including any costs of drafting contracts, and cost estimates.
- 2.8 The intended involvement of subcontractors must already be verifiably disclosed to Post by the Contractor as part of the tender procedure and may only take place with the prior written consent of Post.
If the Contractor intends to change a subcontractor or to engage a subcontractor not disclosed in the offer or in the tender procedure after conclusion of the contract, the Contractor undertakes to disclose to Post the reasons for the change and the intended subcontractor in writing. If the Contractor had to fulfil suitability criteria, the disclosure shall include all supporting documents required to verify the suitability of the subcontractor concerned.
A change or the addition of a subcontractor is only permitted with the prior written consent of Post, whereas such consent shall be deemed to have been granted if Post has not rejected the subcontractor within three weeks of receipt of the disclosure; the three-week period shall not be triggered until the complete supporting documents have been submitted. Post will not refuse its consent without a reason.
However, the conclusion of subcontracts with companies affiliated with the Contractor as defined in Section 189a of the Austrian Commercial Code (UGB) shall not require consent.
The Contractor is liable for the fault of all persons whose services he engages to fulfil his contractual obligations to the same extent as for his own fault and will hold harmless and indemnify Post in this regard.
- 2.9 To the extent required by the object of performance, it is the Contractor's sole responsibility to take all necessary measures to secure the place where the delivered work is assembled/installed in accordance with the statutory, police, workers' protection and accident prevention provisions and other measures exclusively. He shall fully indemnify and hold harmless Post from and against all claims asserted by third parties in this connection; this also applies in the event that the contractor's vicarious agents assert claims for damages against Post. For material and other loss, in particular due to theft, during the period of assembly/installation, Post will not provide any replacement of any kind.



- 2.10 The Contractor declares in a legally binding manner that all packaging or all contractual packaging purchased with packaged goods is fully licensed or exempted from licensing and has been approved by a collection and recycling system in Austria that is registered in the EDM portal of the Federal Environment Agency.
- 2.11 The Contractor confirms that all electrical and electronic equipment to be supplied, to the extent that the subject matter of the contract so requires, complies in particular with the provisions of Directive 2002/95/EC, as amended from time to time, on the restriction of the use of certain hazardous substances in waste electrical and electronic equipment or the provisions of the Austrian Waste Electrical Equipment Ordinance (Elektroaltgeräteverordnung – EAG-VO).
- 2.12 In the event that the contractor or his subcontractors are accepted into a permanent or temporary confidentiality area of Post (item 2.11 of Directive N°11 "Capital Market Compliance Directive" of Österreichische Post AG), the contractor undertakes to provide Post with a contact person for capital market compliance matters. Furthermore, the contractor undertakes to keep a list of all persons involved in the processing of the order. In addition, the Contractor undertakes to provide evidence of all written mailings (e.g. concerning the aforementioned guidelines or blocking periods) which the Contractor receives from the Compliance department of Post to the persons on this list (e.g. by e-mail with read confirmation). In addition, the Contractor undertakes to provide Post with the list of persons as well as proof of the forwarding of the mailings at the request of Post.
- 2.13 Post and the Contractor work together to implement the health and safety regulations within the meaning of Sec 8 of the Austrian Occupational Health and Safety Act (*ArbeitnehmerInnenschutzgesetz – ASchG*) and coordinate their hazard prevention activities (e.g. handling of heavy loads, conduct on the company premises). Post and the Contractor must share with each other all information on potential hazards (e.g. operating instructions, inspection of health and safety documents).
The Contractor undertakes to comply with Post's instructions for external companies.
The Contractor undertakes to only deploy staff who have been trained appropriately, in particular with regard to the handling of work equipment etc., and who have been instructed accordingly, in writing and verifiably, on safety, risk avoidance and health protection (within the meaning of Sections 12, 14 and 14 *ASchG*). Furthermore, he is obliged to always request the currently valid version of documents such as operating instructions, operating manuals, guidelines, etc., from Post, so that he can always base his training on hazard prevention and avoidance on the current documents.
If the Contractor does not carry out the commissioned activities himself but uses subcontractors, he undertakes, in his capacity as principal, to verifiably impose this provision upon the subcontractor or to verifiably pass on all hazard-specific information relevant to the performance of the activity to the subcontractors and to verifiably instruct them on the hazards.
The Contractor is obliged to check compliance with the instructions on a regular basis. Should an employee of the Contractor or his subcontractor or an employee of a subcontractor suffer an occupational accident on premises of Post, the Contractor is obliged to fully indemnify and hold harmless Post. This also applies to any administrative and legal proceedings, any attendant costs including costs of legal representation and penalties of all kinds.
- 3. Successor products**
- 3.1 If the object of performance requires, Post has the right to demand delivery of successor products of parts of the work up to 6 weeks before the agreed delivery date at list price, less the discount granted to Post



- 3.2 If it is not possible for the Contractor to deliver parts of the work commissioned, he may offer the delivery of successor products; these must at least correspond to the defined scope of performance and to the quality criteria, they must not lead to an increase in costs and must be compatible with the parts already supplied. Price reductions between old and new components must be passed on to Post to the same extent.

4. Delivery / Deadlines / Contractual penalties

- 4.1 The delivery of the work must be effected DDP in accordance with INCOTERMS 2020 to the place of assembly/installation, whereby all ancillary services, in particular transport, installation, connection, etc. are included therein, at the points in time specified in the delivery schedule; the place of assembly/installation is deemed the place of performance. Ownership of the delivered work will pass to Post upon acceptance. However, Post has the right to use the work from commencement of trial operation, if agreed and necessary, until the time of acceptance. A reservation of title of the Contractor as of acceptance is excluded.
- 4.2 The Contractor has to complete the service by the agreed deadline (completion date). Interim milestones are set at the beginning of the performance phase.
- 4.3 For each calendar day or part thereof exceeding the deadline, the Contractor shall pay a contractual penalty irrespective of fault of 0.5% of the agreed gross order value of the service affected by the delay, or EUR 120.00, however no more than 10% of the total gross order value, provided that Post is not solely responsible for causing the delay. In the event of default, the Principal can demand the larger of the two amounts. In the case of recurring services, the contractual penalty is 10% of the gross annual fee per contract year.
- 4.4 The contractual penalty will be charged from the day the Contractor falls into default until the day of full performance of the service; proof of damage is not required.
- 4.5 This does not affect the right of Post to withdraw from the contract; In the event that Post withdraws from the contract due to circumstances within the sphere of the Contractor justifying withdrawal, the contractual penalty will - without prejudice to any other consequences of the withdrawal - only be charged until the date on which the Contractor receives the notice of withdrawal. If the agreed contractual penalty is not specified per day but per week or month, then a calendar day will be 1/7 of a week or 1/30 of a month in the calculation.
- 4.6 The right to assert claims for damages in excess of the contractual penalty remains unaffected thereby.
- 4.7 The payment of a contractual penalty does not release the Contractor from his obligation to fulfil the agreed Services.

5. Confidentiality/Privacy

- 5.1 The Contractor undertakes to keep secret all data, information, business secrets and knowhow of which he becomes aware, unless Post releases him from this obligation in writing in a specific case.
- 5.2 The Contractor undertakes to take all appropriate measures to ensure secrecy and prevent the disclosure and unauthorised use of Information; i.e. in particular, he must
- use this Information exclusively for the purpose of fulfilling the orders placed with him by Post to the required extent;
 - limit access to this information to employees who are indispensable in fulfilling the performance object and contractually impose on them the obligations of secrecy set out herein;



- keep secret and confidential all information provided by Post in connection with the fulfilment of the performance object and/or information obtained in connection with the fulfilment of his contractual obligations;
- if he engages third parties to fulfil the performance object, impose on them in a legally binding and verifiable way the obligations of secrecy before disclosing this information – in the case of other liability for damages – and to support Post in every way in asserting its claims against them;
- refrain from passing on, processing or exploiting this information in any other way without the written permission of Post.

5.3 The obligation of secrecy does not apply if and to the extent that

- disclosure is necessary within the scope of the fulfilment and performance of the contract, or due to rulings passed by courts or administrative authorities, a valid legal stipulation, or a legally binding order rendered by an official body;
- the information is publicly known, and its disclosure is not attributable to a violation of this obligation of secrecy by the Contractor or by third parties attributable to the Contractor;
- the information was already known to the Contractor prior to conclusion of the contract;
- the information was passed on to the Contractor by a third party without violating contractual or legal obligations;
- the information in question was developed autonomously and independently by the Contractor himself.

5.4 The Contractor undertakes to comply with the statutory provisions on data protection, such as the Austrian Federal Act concerning the Protection of Personal Data (*Datenschutzgesetz – DSG*, BGBl I 120/2017 as amended), in particular the provision of Sec 6 *DSG*, and the EU General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data – GDPR) and the Austrian Telecommunications Act 2003 (*Telekommunikationsgesetz – TKG*, BGBl I Nr 70/2003 as amended) or any statutory regulations replacing it. In the event that personal data are processed on behalf of the Principal, the Contracting Parties must conclude a data processing contract within the meaning of Article 28 GDPR as per Annex 2 as an integral part of the contract.

5.5 The obligation of secrecy and data protection continues to apply even after full performance of the Service by the Contractor or after end of contract.

5.6 In each case of a breach of these obligations and of the obligation to impose the obligation of secrecy on all relevant parties, the Contractor must pay a contractual penalty amounting to EUR 10,000.00 (ten thousand euros) to Post.

The penalty is not subject to judicial mitigation. Post retains the right to claim damages in excess of this amount. Payment of the contractual penalty does not release the Contractor from his obligation to fulfil the contractual obligations.

6. Remuneration

6.1 The expenditure for offers and cost estimates is borne by the Contractor. If the Contractor submits a cost estimate, the correctness thereof is deemed guaranteed (Sec 1170 lit a Austrian Civil Code [ABGB]).

6.2 The remuneration is understood as a fixed package price or a fixed hourly/daily or flat rate with all statutory levies included; statutory VAT excluded. General reductions in price including those of the Contractor after the date of signature of the contract are to be passed on to Post. All services are deemed compensated with the agreed remuneration.



- 6.3 Should an hourly or daily rate be agreed for remuneration, the Contractor is obliged to submit to Post comprehensible work time records and detailed lists of the services to be authorised by Post. For consulting services, the Contractor must state the name of the employee, the consultant category and the agreed daily rate in the work time record.
- 6.4 Post will assume no ancillary costs, including in particular travel, accommodation and other expenses. Costs incurred for necessary travel must be agreed by contract.
- 6.5 If, in the course of performance of the agreed services, it transpires that additional services are required or expedient - due to no fault of the Contractor and with no imminent danger - the Contractor is to notify Post verifiably and without delay, and reach an agreement. If he fails to do so, he is not entitled to remuneration for his Services, not even if they are useful or expedient.

7. Invoicing / Terms of payment

- 7.1 Invoices will only be accepted for processing if they contain the order (commission) number or reference number, the ordering/contracting department of Post, the name of the orderer, and the invoice elements specified in Sec 11 of the (Austrian) Value Added Tax Act (Umsatzsteuergesetz – UStG). Invoices must be sent as a single copy to the central invoice receipts department at

Österreichische Post AG
Rechnungseingangsstelle
Business Center 590
1000 Wien

If the Services are performed on the basis of an individual confirmation of services rendered, the latter must be appended to the invoice.

- 7.2 Following completed performance without defects and issue of an invoice without objection, payment will be made within 30 days subject to a discount of 3%. The payment term begins on the date of receipt of the invoice by the central invoice receipts department of Post (*Rechnungseingangsstelle*).
- 7.3 Invoices with factual or calculation errors will not form the basis of any payment obligation until they have been rectified, and may be returned by Post at any time.

In the latter case, a payment obligation will only be constituted upon receipt of the corrected invoice.

8. Exploitation rights / Patents

- 8.1 The Contractor will hand over the work including all work results required for putting into service, ongoing operations, maintenance and support of the work by Post.
- 8.2 Post has the exclusive right to use the services to be provided to Post by the Contractor and the associated work results, including the knowhow included therein, throughout the Group, in any manner, free of charge, irrevocably and for an indefinite period of time. This right of utilisation also encompasses the right of reproduction and distribution. The Contractor agrees that Post may make changes of any kind to the work. Unless otherwise agreed, it does not encompass the right of commercial exploitation and publication, except for the purpose of executing invitations to tender.



- 8.3 If any work on the agreed work leads to a new invention by the Contractor which is patentable or licensable as a patent or utility model, the Contractor will immediately notify Post thereof. Post may, at its own discretion, while naming the inventor in accordance with the applicable legal provisions, apply for industrial property rights on its own behalf in any country, and pursue these rights further or drop them at any time. The Contractor will not be entitled to any additional remuneration for giving such invention to Post or for granting Post the rights of utilisation thereof, as the agreed remuneration sufficiently covers adequate remuneration for the invention.
- 8.4 The knowhow made available by Post to the Contractor for performance of the Contract, in particular for completion of the contractual work results, belongs to Post and may not be used by the Contractor in any other way without the express consent of Post.
- 9. Freedom from third-party rights**
- 9.1 If a claim is made or may be made against Post on the grounds of the infringement of the intellectual property rights of a third party as a result of the utilisation of the work, Post will inform the Contractor immediately and give the Contractor the opportunity of defending himself against the claim or of obtaining the full rights
- 9.2 The Contractor will compensate Post for any damage resulting from or in connection with the infringement of industrial property rights of third parties associated with the Contractor's delivery or performance. The damage to be compensated includes any payment made for any settlement of disputes out of court, which Post may make subject to the Contractor's approval, which the Contractor will not unreasonably withhold.
- 10. Warranty (Secs 922 et seqq. Austrian Civil Code – ABGB)**
- 10.1 The Contractor warrants that all services are professionally sound, have the qualities usually expected and contractually agreed upon and, in particular, meet the requirements and needs of Post with regard to the objectives of the contract. The Contractor will reliably carry out all functions specified under this contract.
- 10.2 After completion of performance, the Contractor is obliged to remedy all defects upon request by Post within reasonable time - without entitlement to any further remuneration. The warranty period is 2 years, unless the law prescribes a longer warranty period, or a longer period was agreed. The period commences on the day of acceptance. Should any defects emerge within said period, it is assumed that they already existed on the day of acceptance.
- 10.3 If the Contractor fails to meet his obligation to remedy defects even after a reasonable grace period, or fails to do so on time or in full, or if the remedy is also defective, the following applies:
- a) If the work is unusable for Post and cannot be improved, even by a third party, the Contractor loses his entitlement to remuneration; the contractor shall repay any amounts already received plus interest of 9.2% above the base interest rate applicable (as provided by Sec 456 (Austrian) Companies Act (UGB), Sec 1333(2) (Austrian) Civil Code (ABGB) as amended from time to time), calculated from the date of receipt of the amounts.
 - b) If an improvement of the work by a third party is possible, Post is entitled to claim reimbursement of all costs from the contractor. The requirement of setting a grace period is not applicable if it is a fixed-date contracts as defined in Sec 919 (Austrian) Civil Code (ABGB).
 - c) If the value of the work provided to Post is lessened and if an improvement by a third party is impossible, Post is entitled to reduce the remuneration appropriately



10.4 In each case of a delay for which the Contractor is responsible, Post is entitled arrange substitute delivery at the expense of the Contractor after a reasonable grace period has been set; the setting of a grace period is not applicable for fixed-term contracts as defined in Sec 919 (Austrian) Civil Code (ABGB).

10.5 Sec 377 of the Austrian Companies Act (*Unternehmensgesetzbuch – UGB*) does not apply.

10.6 The Contractor has the burden to prove the absence of a defect or the insignificance thereof, and will bear all costs and expenses incurred in connection therewith.

11. Damages

11.1 The Contractor is liable for all damage, including consequential damage and lost profits, etc. caused by him as a result of intentional, grossly negligent acts. In the event of slight negligence, the Contractor is liable for all damage incurred; however, only up to a maximum of the respective gross order value for recurring performance with the gross annual fee. He is an expert within the meaning of Sec 1299 of the Austrian Civil Code (*Allgemeines bürgerliches Gesetzbuch – ABGB*).

11.2 The Contractor is liable for the culpability of all persons whose services he engages to fulfil his contractual obligations, in accordance with Sec 1313a of the Austrian Civil Code - ABGB).

11.3 In the event that Post commissions more than one contractor, these are jointly and severally liable to Post for the fulfilment of all obligations arising from the contract.

11.4 The agreement of a contractual penalty as defined by Sec 1336 ABGB does not affect the assertion of the right to claim damages exceeding the contractual penalty.

12. Extraordinary termination

12.1 Post has the right of extraordinary termination of the contract at any time. Should there be no grounds for extraordinary termination, Post must compensate the Contractor for the proven cash expenditure and pay an appropriate part of the remuneration for the Services already performed by the Contractor.

12.2 In particular, Post has the right of extraordinary termination:

- a) insolvency proceedings against the Contractor have been rejected on the grounds of insufficient assets
- b) if the Contractor is in default with the agreed Services and/or the Services have significant quality defects; if, according to the agreement, the Services are to be provided in parts, and the Contractor is in default with one part of the Services only, a partial termination may be made in respect of those parts for which the Services have not yet been performed, or termination of the entire contract;
- c) if there are circumstances that make it obviously impossible to perform the Services in time and delay completion by more than half of the originally agreed performance time, provided that these were not caused by Post itself;
- d) if the Contractor enters into an agreement with a subcontractor without Post's consent;
- e) the Contractor directly or indirectly offers, promises or grants a pecuniary benefit to a body and/or an employee of Post or to a third party that is involved in the conclusion and execution of the contract.
- f) if the Contractor himself, or a third party engaged by the Contractor for performance breaches the obligation of secrecy;
- g) if it becomes known after the fact that the Contractor made incorrect statements in the course of the tender or when submitting his offer, and this had an impact on the award decision or acceptance of the bid;



- h) the Contractor restricted or unfairly influenced free competition in the award/tender process in contravention of the law or of the good morals;
 - i) if a non-appealable judgment has been passed against the Contractor or persons working on the Contractor's management for serious acts or omissions in connection with his professional activity by the competent criminal court;
 - j) if the Contractor loses his official (commercial) licence.
 - k) the Contractor violates anti-corruption regulations or Section 2.3 hereof, respectively.
- 12.3 If the Contractor is at fault for the extraordinary termination, he must compensate Post for any additional costs incurred by subcontracting the commission to a third party, unless such costs are already covered by liquidated damages. The Contractor loses all entitlement to remuneration and damages if he has not yet executed an agreed partial performance that can be used by Post; payments already made are to be paid back without delay.
- 13. Retention and performance obligation**
In the event of a dispute, the Contractor is not entitled to withhold Services and/or to cease performance of Services.
- 14. Exclusion of set-off**
The set-off of amounts payable to the Contractor by amounts payable to the Principal is not permitted.
- 15. Exclusion of the right of transfer**
The transfer of rights and obligations arising from the agreement and the transfer of the agreement by the Contractor requires the prior approval of Post. The prohibition of assignment of payment claims was negotiated individually within the meaning of Sec 1396a Austrian Civil Code (*ABGB*) as amended. In the event of violation of this provision, the Principal has the right to demand a penalty regardless of fault amounting to 80% (eighty percent) of the transferred claim, however, up to no more than EUR 2,000 (two thousand euros) in each case.
- 16. Waiver of right to avoidance**
The Contractor waives his right to avoidance of the contract on grounds of unfair and unreasonable consideration (*laesio enormis*). In addition, the right to avoidance of the contract on grounds of error is excluded for the Contractor.
- 17. Reference customer**
The Contractor is not permitted to make any reference, directly or indirectly, to his work for Post without Post's prior written consent, i.e. in particular, to name Post as a reference customer.
- 18. Applicable law / Court of jurisdiction**
- 18.1 Any and all disputes arising out of and in connection with this agreement are subject to Austrian law, with the exclusion of the UN Convention on the International Sale of Goods and conflict of law rules.
- 18.2 It is agreed that disputes will be referred to the court having competence in the subject matter and for Vienna's third district.
- 19. Costs and charges**
- 19.1 The costs, taxes and charges associated with the execution of the agreement will be borne by the Contractor.



- 19.2 In the event that liability for charges arises from the agreement in accordance with the Austrian Fees and Duties Act 1957 (*Gebührengesetz – GebG*, Federal Law Gazette 1957/267 as amended) and duties are levied, these are borne solely by the Contractor.
- 19.3 If a claim is asserted against Post as a tax debtor or liable party and/or especially, pursuant to Sec 28 of the Austrian Fees and Duties Act 1957 as amended, as debtor of fees, for tax debts of the Contractor by federal, provincial or regional tax authorities, the Contractor undertakes to compensate the payments made by Post and fully indemnifies and holds harmless Post in this regard.
- 19.4 The costs for drafting this agreement and for legal representation will be borne by each Contracting Party itself.
- 20. Miscellaneous**
- 20.1 It is stated that provisions in preambles have legal effects.
- 20.2 Only written agreements are of binding effect; no verbal ancillary agreements exist. Amendments and additions to this agreement must be made in writing to take legal effect; the same applies to waiving the requirement of the written form
- 20.3 Should one or more provisions of this Agreement be found to be or become invalid or unenforceable, the parties will jointly define a new valid and enforceable provision that comes closest to the goal and purpose of the invalid and unenforceable provision. The invalidity or unenforceability of individual provisions does not impair the validity or enforceability of the entire Agreement.
- 20.4 All rights and obligations arising from the agreement will be transferred to any legal successors of either contracting party.
- 20.5 The Contractor consents that his order-relevant data will be used by Post for purposes of supplier management and passed on to affiliated companies of Post.

Annexes:

Annex ./1 Annex 71 Code of Conduct for Suppliers

Annex ./2 Annex 28 Data Processing Contract within the meaning of Art 28 GDPR