



Durst Lift ERP

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Miscellaneous Standard Provisions. [small font and formatting intended] **Representations.** The Parties respectively represent and warrant that they have full right, power and authority to enter into this Agreement and perform all of their obligations hereunder and that they are under no legal impediment which would prevent their signing this Agreement or consummating the same. **Governing Law; Entire Agreement; Dispute Resolution; Execution** The court having substantive jurisdiction for Lienz/Austria shall have exclusive jurisdiction for all disputes arising out of and in connection with this Agreement, including questions as regards the valid conclusion of the Agreement, moreover, Licensor is also entitled to sue Licensee at the court having jurisdiction for the seat of Licensee, exclusively Austrian law under exclusion of the national and European conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG, UN Sales Law) shall be applicable.

This Agreement contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof, supersedes all prior oral or written understandings and agreements relating thereto and may not be modified, discharged or terminated, nor may any of the provisions hereof be waived, orally. In the event that a Party is forced to commence formal legal proceedings to enforce its rights hereunder, the prevailing Party shall be entitled to an award of its reasonable attorneys' fees and costs. The Parties agree that in any formal dispute either Party shall accept Service of Process by any nationally recognized overnight courier service and that such service shall constitute good and proper service of process. This Agreement may be executed in counterparts and by facsimile and /or .pdf signatures and all such counterparts taken together shall constitute a binding contract between the Parties. **No Agency.** Nothing contained herein shall be construed to constitute the Parties as partners or as joint ventures, or either as agent of the other and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever. **No Waiver.** No waiver by either Party, whether express or implied, of any provision of this Agreement, or of any breach or default thereof, shall constitute a continuing waiver of such provision or of any other provision of this Agreement. **Amendment.** Any amendments to this Agreement must be consigned an instrument in writing executed by all Parties. **Void Provisions.** If any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions of this Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect. **Construction.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if those words or phrases were never included in this Agreement, and no implication or inference shall be drawn from the fact that the words or phrases were so stricken out or otherwise eliminated. **Force Majeure.** Neither Party hereto shall be liable to the other for delay in any performance or for the failure to

render any performance under the Agreement (other than payment to any accrued obligation for the payment of money) when such delay or failure is by reason of lockouts, strikes, riots, fires, explosions, blockade, civil commotion, epidemic, insurrection, war or warlike conditions, the elements, embargoes, act of God or the public enemy, compliance with any law, regulation or other governmental order, whether or not valid, or other similar causes beyond the control of the Party affected. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective successors and permitted assigns. **Survival.** Those provisions of the Agreement that outlive by their terms the length of time of this Agreement shall survive any expiration or termination of this Agreement. **Notices.** Any notice or other communications required or permitted by this Agreement to be given to a Party will be in writing and will be considered to be duly given when either: (i) sent by any inter-/nationally recognized overnight courier service to the Party concerned at the above address (or to such other persons or addresses as a Party may specify by written notice to the other Party); or (ii) sent by E-mail. Copies of all notices to Licensor shall also be sent to SoftwareSolutions@durst-group.com.