These General Terms and Conditions of Sale (hereinafter referred to as “GTCS”) are applicable to all offers, quotations, agreements and orders for the sale of Products, for which the purpose is to deliver the Software, and the providing of Services by Yokogawa to its Customers.

Any provisions in Customer’s general conditions of purchase and/or sale or amendment(s) made by Customer to these GTCS are herewith explicitly rejected. Any such additions or amendments to and deviations from these GTCS can only be agreed in writing and require signature by duly authorized representatives of Parties.

1. DEFINITIONS
Customer: the legal entity issuing a Purchase Order to Yokogawa.

Delivery Date: the date when Yokogawa shall deliver the Products and/or has executed and performed the Services.

Functional Design Specification or FDS: the functional specifications, drawn up by Yokogawa on the basis of data supplied by Customer.

Hardware: all machinery and installations and peripherals, by means of which data are processed or recorded on data carriers, together with components of the same.


Party or Parties: Yokogawa and/or Customer individually or collectively as the case may be.

Product(s): Non-Yokogawa products which are delivered to Yokogawa’s premises.

Quotation: a written offer issued by Customer for the purchase of Products/ Services as accepted in writing by Yokogawa. As far as Software is concerned, “purchase” means acquisition of a license to use the involved Software and “Customer” means “licensee”.

Quotation Date: the date on which the Quotation is issued (hereinafter referred to as “Quotation”).

Quotation Period: the time limit for the delivery of Products/Services.

Quotation or offer: an offer for the delivery or performance of products or services, including specifications, functional requirements, quality, schedule, conditions, drawings and other related documents attached thereto or referred therein, issued by Yokogawa for the sale of Products/Services.

Service: the activities directed by Customer on Customer’s premises.

Site Work: Services to be performed by Yokogawa or under Yokogawa’s direction which are not performed at Yokogawa’s premises.

Software: machine readable object code, including executable programs, firmware and/or Yokogawa’—supplied data documentation in written or electronic object code form, recorded on forms, tapes, magnetic tapes, disks and all other media on which data have been or are recorded, including updated parts of such Software, new versions and/or adaptations.

Third Party Products: Non-Yokogawa products which are delivered to Yokogawa’s premises for the purpose of a) reselling b) integration with the Products or c) the testing of the Products.

Variation Order: a written document issued by Customer and accepted in writing by Yokogawa for the variation of an existing Purchase Order.

2. QUOTATION AND PURCHASE ORDER
2.1 Any Quotation issued by Yokogawa shall be non-binding and the price stated therein shall remain valid for a maximum period of sixty (60) days calculated from the date of the Quotation. Technical specifications, dimensions, designs, drawings, illustrations, catalogues, use statistics, weights and measures are not part of the Quotation.

2.2 Any Purchase Order sent to Yokogawa shall be non-binding and the price stated therein shall be valid for a maximum period of sixty (60) days calculated from the date of the Quotation.

2.3. Once a Purchase Order has been accepted by Yokogawa, it may only be cancelled by Customer with Yokogawa’s express written consent. In the event that Yokogawa accepts the cancellation, Yokogawa shall suffer no damage whatsoever from such cancellation and shall be entitled to recover the value of all services rendered including any work in progress, any expenses which have been incurred, any cancellation charges and any profit margin. For a cancellation of a Purchase Order by Customer, Yokogawa shall be entitled to charge Customer a cancellation fee representing thirty percent (30%) of the value of the total Purchase Order not yet settled.

3. DELIVERY AND PRICE
3.1. All prices for the delivery of Products are calculated for delivery ex Yokogawa-office/ production- /distribution facility which is “Ex Works” in accordance with the ICC – Incoterms 2000. Prices for Services are calculated by applying the applicable rates in Yokogawa’s price list. All prices and rates are exclusive of VAT, transport, packaging, travel, lodging and installation, import duties and other taxes, levies or costs. In the event of cost increases as compared with this basis, Yokogawa shall have the right to adjust the quoted prices and/or conditions in order to offset any increase in costs due to e.g. price increase of raw materials, energy, wages, insurance or other costs.

3.2. Partial deliveries shall be permissible and shall be paid for by Customer on a pro rata basis.

3.3. The place of delivery shall be the place of manufacture of the Products or Yokogawa’s office/ production- /distribution facility which is “Ex Works” in accordance with the INCOTERMS 2000. Payment shall be made within 30 days from invoice date. Payment must be made without any deduction or set-off into a bank account or postal account, designated by Yokogawa. All bank charges shall be for Customer’s account. Any default on payment shall be subject to interest and/or return of Products/Services to Yokogawa.

4. PAYMENT
4.1. Unless explicitly agreed otherwise, payment shall be made by Customer within thirty (30) days from invoice date. Payments must be made within the payment period without any deduction or set-off into a bank account or postal account, designated by Yokogawa. All bank charges shall be for Customer’s account. Any default on payment shall be subject to interest and/or return of Products/Services to Yokogawa. In no case the Customer has the right to refuse or delay payment of the purchase price on the ground of complaints of defects that may have been raised.

4.2. If Customer does not meet its payment obligations promptly or in full, Customer shall be in default even though no dunning letters are issued and any other amounts owed by the Customer are not yet due and Customer shall fail due payment immediately without any deduction. The foregoing shall apply regardless of Yokogawa’s right, in case of Customer’s late payment, to suspend the further execution of the Purchase Order or, to the extent the Purchase Order has not yet been executed, to terminate same by means of a written notice, without prejudice to Yokogawa’s right in the prevailing case to claim full compensation for any loss suffered.

4.3. If any amounts owed by the Customer shall furthermore fail due payment at once if a petition has been filed for the institution of bankruptcy or judicial composition proceedings against the Customer, if the Customer actually discontinues payments, if the Customer seeks or effects coordinations with its creditors, if the Customer has not met other obligations which are known to Yokogawa that give rise to doubts regarding the Customer’s ability or willingness to make payment. In such cases Yokogawa shall have the right to withdraw from current contracts with the Customer or to ask for immediate cash payment of the purchase price or advance payment.

4.4. If the Customer fails to make payment at the due date, it shall – without prejudice to any other rights to which Yokogawa is entitled in the event of default – be liable to pay to Yokogawa interest on arrears amounting to 1% per month or the maximum amount permitted by law. The defaulting Customer shall further pay all costs, such as the collection of outstanding invoice amounts, such as dunning, collection, investigation and enquiry costs.

4.5. The Customer shall not be entitled to withhold payment or to set off against any amount due to the Customer. In case the Customer has the right to refuse or delay payment of the purchase price on the ground of complaints of defects that may have been raised.

4.6. Yokogawa shall have the right to suspend the delivery of Products purchased from Yokogawa until the Customer has fully met all of the obligations it had towards Yokogawa at the time of the Purchase Order and/or the agreed Delivery Date.

4.7. Yokogawa’s employees and representatives shall be entitled to accept payments only if they are appropriately identified and accepted by Yokogawa. Yokogawa accepts only special agreement and only as a payment on account of money due. Any contract in respect of bills of exchange or cheques, charges, discount charges, etc. shall be borne by the Customer. Yokogawa assumes no liability for the timely presentation or protesting of any bills of exchanges received.

4.8. The date of payment shall be the day on which Yokogawa can make dispositions in respect of the money received.

4.9. No interest shall be payable on advance payments or account made by the Customer.

5. PACKING
Packing of the Products shall be in accordance with Yokogawa’s standard procedures. Yokogawa reserves the right to alter the packing and pack Products for transportation in such a way as to prevent any damage to Products in transit but will not assume any liability in this respect. Products will be insured only upon the Customer’s express request and Yokogawa will exercise due care to comply in the best possible way with any instruction given to Customer in that respect, however excluding any liability on the part of Yokogawa.

6. FUNCTIONAL DESIGN SPECIFICATION (FDS)
Delivery of FDS shall be deemed to have taken place at the moment the FDS has been submitted to Customer. The content of the FDS shall be exclusively applicable to the Products and/or Services. The FDS shall be approved by Customer in writing within the agreed period. From the date the FDS has been approved, Customer can no longer derive any rights from the data as supplied by Customer previously.

7. ACCEPTANCE TESTING
Factory Acceptance Test (FACT) means the testing of the Products and/or Services according to Yokogawa’s standard test procedures, based on the FDS as approved by Customer. The FAT is carried out on Yokogawa’s premises, eye-witnessed by Customer to verify the compliance of the delivery with the requirements as specified in the Acceptance Order. Despite prior invitation and/or confirmation, has not been present at FAT, FAT is deemed to have taken place in Customer’s presence. Completion of FAT shall result in Customer’s release for shipment, subject to all outstanding claims being met. Site Acceptance Test (SAT) is the site test to verify that no deterioration occurred to the Product(s) during shipment and installation of the delivery on Customer’s site.

8. SITE WORK
In the case of Site Work to be performed by Yokogawa, Customer shall ensure the following:

- Site Work can be commenced and continued unhindered and undisturbed from the moment of arrival of Yokogawa’s personnel.
- Site Work can be performed during and outside normal working hours.
- Working conditions as necessary for the proper performance of the Site Work are present.
- Mandatory government permits have been obtained.
- Strict adherence to all requirements and directions given by Yokogawa to ensure the proper performance of the Site Work.
- Availability of fully operational technical, spatial and communication facilities needed to enable any Products to be supplied to function. This includes, but is not limited to good access roads, transport facilities, adequate foundations, auxiliary supplies and equipment, power, water, light, properly air-conditioned rooms for the Products, the presence of at least one appropriately skilled employee, as well as all other necessary aids and equipment.
- Availability at Customer’s site of suitable and secure space for storing Products, materials and equipment.
- Customer are aware of the Site Work, as well as a telephone for communications outside Customer’s site. Customer shall be liable for all damage to and loss of Products, materials, tools and instruments from any cause during storage on Customer’s site.
- Suitable and safe facilities for Yokogawa’s personnel in the immediate vicinity of the Site Work.
- Physical safety of Yokogawa’s personnel; Customer’s Health and Safety program (including evacuation and emergency plans) shall be applicable to Yokogawa personnel.
- Customer shall be wholly liable for damages and losses arising from the death of or physical injury to Yokogawa’s personnel as a result from Customer’s failure to meet this obligation.
- Applying for and obtaining all necessary Site Work permits and licenses as required for Yokogawa’s personnel, as well as prior notification to Yokogawa of all relevant rules and procedures in connection therewith.
- Meeting facilities are available.

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9. VARIATION ORDERS
In case of variations which affect or may affect a Purchase Order, Customer shall notify Yokogawa in writing. Yokogawa’s receipt of such notification will inform Customer in writing: (i) whether or not such variations are acceptable, (ii) price- and/or schedule impact (if any) and (iii) any other commercial or technical impacts or conditions (if any). Customer shall be entitled to, at its own cost and at its own risk, inspect the Product/Services and determination the time when risk passes to the Customer as contained in the present GTCS or in any applicable laws shall not be affected by the agreed right of Yokogawa to retain title to its Software shall at all times remain with Yokogawa or its licensors.

10. TITLE AND REGISTERED OFFICE
10.1 Title to the Products/Services is reserved and shall transfer to Customer upon full payment of all amounts due and payable under the present GTCS. Subject to the above, Customer shall have a fiduciary holding in custody all Products sold under such a conditional sales agreement. For the time during which Yokogawa retains title to the Products, the Customer shall not pledge, assign as collateral or in any way encumber or allow any Products sold under the conditional sales agreement. Any attachment by a third party of products sold under the conditional sales agreement shall be reported promptly to Yokogawa to enable it to intervene.

11. INFRINGEMENT CLAIMS
11.2 Customer shall promptly notify Yokogawa in writing of any such claims, (allegedly) resulting from Customer’s use of the Products/Services, provided that:
- catalogues, manuals and all other documentation etc. comprised therein as supplied to
  the Customer.
- inventions, models, designs, samples, drawings, illustrations, schedules, and any other
  subject matter, if such product/Service. Including information that is included therein as
  supplied to the Customer. Customer shall not copy, reproduce or circulate the above in whole or in part, without the prior written permission of Yokogawa. Nothing in these GTCS or any Purchase Order or Variation Order is intended to or shall have the effect of vesting in or transferring to Customer rights in Yokogawa’s or its affiliates’ or its or their suppliers’ Software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice in tangible or intangible form in the course of performance of the Services, whether solely by Yokogawa or jointly with Customer.

12. INFRINGEMENT CLAIMS
12.1. Yokogawa will indemnify and hold Customer harmless from all claims by third parties with respect to an infringement of any intellectual property right, made against Customer and (allegedly) resulting from Customer’s use of the Products/Services, provided that:
- a) Customer shall promptly notify Yokogawa in writing of any such claims,
- b) Customer shall provide all assistance to Yokogawa as may be reasonably requested in connection with the defence or settlement of the claims,
- c) Yokogawa shall have the exclusive right to control the defence and settlement of all such actions or claims.
12.2. If according to a final judgment, Customer shall be denied the further use of the Products/Services or part thereof by reason of an (alleged) infringement, Yokogawa will, at its own expense and option either:
- (i) modify or replace the Product/Services or the infringing part thereof so that it becomes non-infringing without adversely affecting the functionality thereof, or
- (ii) pay to Customer the full cost of the Product/Services, or
- (iii) if the foregoing alternatives are not available or (at Yokogawa’s sole discretion) economically reasonable, Yokogawa shall take the Product/Services back and credit Customer for full cost of the Products/Services, taking into account the reduction in the Purchase Order value of the relevant Product/Services depreciated over a four (4) year period from the effective date of the infringement.
12.3. Yokogawa shall not be liable if the infringement of any intellectual property right or any claim in respect thereof arises from, or is based on the use of the Product/Services in combination with products not supplied by Yokogawa or if the Product/Services are modified by Customer without Yokogawa’s prior written authorization.
12.4. Customer shall fully indemnify Yokogawa against all losses of Yokogawa in performing Services that breach an intellectual property right of third parties, if such breach arises from Customer’s directions and/or the use by Yokogawa of Customer’s designs, specifications, etc.
12.5. The above constitutes Customer’s entire rights and Yokogawa’s maximum liability with respect to an infringement of any intellectual property right of a third party, resulting from Customer’s use of the Product/Services.

13. SOFTWARE LICENSE CONDITIONS
Yokogawa declares to the best of its knowledge to be entitled to license and adapt Software as necessary for the proper execution of the relevant Purchase Order. The ownership of, and all intellectual property rights in Software shall at all times remain with Yokogawa or its licensors. Software is made available to Customer on the following licensing conditions:
- Yokogawa grants to Customer a perpetual, non-exclusive, non-transferable license to use the Software;
- Software is made available to Customer on an “as-is” basis and on the condition that it is exclusively based on the Hardware on which it was initially installed therein as supplied to
  Customer shall not:
- (i) alienate or pledge Software or have Software used by third parties, (ii) decompile, disassemble or reverse engineer Software, or otherwise attempt to derive any information from Software, or create new object code, except as permitted by applicable law, (iii) develop or have developed derivative software or other computer programs which are based on Software, (iv) use Software to design new products or to make and keep in stock one (1) back up copy of Software for the purpose of replacing the original copy in case of involuntary loss or damage of Software.

14. COMPLAINTS, OBJECTIONS AND WARRANTY
14.1. The Products are warranted to be free from defects in material and workmanship for a period of twelve (12) months from the Delivery Date. Yokogawa assumes no warranty responsibility in the event of (i) improper handling, storage or use; (ii) attempted renovation, repair, calibration or replacement of parts by any third party other than authorized by means of prior written approval by Yokogawa; (iii) normal wear and tear; or (iv) other cause of defect not exclusively attributable to Yokogawa.
14.2. If Third Party Products are supplied, the terms of warranty of the supplier of such products shall apply.
14.3. In the event of the remaining provisions herein, Products found defective shall be repaired or replaced at Yokogawa’s sole discretion at its premises with transportation charges prepaid by Customer. Dis Downing of the defective part, re-installation of the repaired/replaced part and re-commissioning shall be the responsibility of Customer. Any warranty claim shall be made in writing within the aforementioned warranty period and will be handled during Yokogawa’s normal working hours. Customer shall be responsible for delivering to Yokogawa the defective part free and clear from any lien or encumbrance.
14.4. Objections based on the quality of the Products/Services or based upon delivery of Products other than ordered must be made in writing indicating precisely the kind and extent of the defects as well as the invoice number and accompanied by samples and shall only be permissible within three (3) days after receipt of the Products/Services at the place of delivery. Only upon receipt of Customer’s written confirmation of acceptance of Yokogawa’s claim in respect thereof arises from, or is based on the use of the Product/Services in

15. LIMITATION OF LIABILITY AND PRODUCT LIABILITY
15.1. Yokogawa shall only be liable for damage caused through Yokogawa’s fault or the fault of persons employed in the performance of Yokogawa’s obligations, but shall not be liable in cases of damage due to the negligence of third parties, if such damage is caused by the compensation Customer paid or has to pay for the execution of that part of the individual Product/Service. Liability in relation to the above shall be limited to the amount of the maximum compensation paid by Yokogawa’s insurance. Furthermore, Yokogawa shall only be liable if such damage is a direct and exclusive consequence of negligence on the part of Yokogawa. Claims must be submitted to Yokogawa in writing within two (2) business days after occurrence of a particular loss.
15.2. Customer shall be solely responsible for the protection of its electronic data and information through installation of the most recent computer virus detection programmes and the timely creation of back-up copies. Yokogawa shall never be liable for any damage, relating to the loss or mutilation of electronic data and information, or for the resting of same.
15.3. Neither Party shall in any event be liable for or in case of changes or alterations to old Products or products of other sources as well as in case of delivery of used products, any warranty and liability of Yokogawa for the quality of the products shall be excluded.
15.4. In case of objects, Yokogawa reserves the right to inspect the Products at the plant of the Customer. Upon request the Products are to be sent back to Yokogawa without charges.
15.5. Yokogawa may dispatch at Customer’s cost, its service engineer(s) during Yokogawa’s normal working hours, to repair the Products or investigate the cause of defects.
15.6. With respect to the providing of Services, Yokogawa warrants that the engaged personnel will execute the Services, taking into account the diligence, knowledge and craftsmanship which is standard in the industry.
15.11. If a Product is manufactured by Yokogawa on the basis of construction details, drawings or models of the Customer, the liability of Yokogawa shall not extend to the correct execution of the construction work or to the compliance of the performance of the Services with the data of the Customer. In such case the Customer shall completely indemnify and hold harmless Yokogawa in respect of any possible infringements of intellectual property rights.
15.12. In case of repair orders or in case of changes or alterations to old Products or products of other sources as well as in case of delivery of used products, any warranty and liability of Yokogawa for the quality of the products shall be excluded.
15.13. In case of objections, Yokogawa reserves the right to inspect the products at the plant of the Customer. Upon request the Products are to be sent back to Yokogawa without charges. This WARRANTY IS IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF YOKOGAWA, EXPRESS OR IMPLIED, ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPLICITLY EXCLUDED AND DISCLAIMED. The foregoing shall constitute the exclusive remedies for any breach by Yokogawa of its warranties.

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15.7. If the Customer should be held liable under the PHG, the Customer expressly waives any right to have recourse against Yokogawa.

15.8 Yokogawa’s liability with respect to the Customer’s claims shall be limited in the same manner as Yokogawa’s liability to the Customer. In case of re-sale, Customer shall limit in the same manner any such claims for damage that its client may have.

16. TERMINATION

16.1. Yokogawa shall have the right to require the immediate surrender of any Products delivered if the Customer does not fully pay its payment obligations towards Yokogawa, if bankruptcy or insolvency proceedings concerning Customer’s assets have been applied for, if Customer actually discontinues its business activities, if Customer becomes subject to control of a trustee, receiver of similar authority or becomes subject to any bankruptcy or insolvency proceedings; Yokogawa may enforce any obligation under the Purchase Order, goods belonging to Customer which are in the possession of Yokogawa shall be invoiced the part.

16.2. In the event Yokogawa has valid reasons to assume that Customer shall fail to perform an obligation under the Purchase Order or any agreement connected therewith without providing adequate security; or in case (i) fails to perform any obligation under the Purchase Order which, upon written notice by Yokogawa remains unfulfilled for thirty (30) calendar days thereafter; (ii) becomes subject to change of control or ownership; (iii) terminates or suspends its business activities, becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver of similar authority or becomes subject to any bankruptcy or insolvency proceedings; Yokogawa shall be entitled, immediately and without warning or notice of default and without any liability or prejudice to any other remedy and/or right which Yokogawa may have, either to claim immediate fulfilment of Customer’s obligations to Yokogawa and export license of the proper authorities and Yokogawa. Should no such payment or is seeking to make out-of-court arrangements with its creditors. Any costs incurred by Yokogawa in asserting its right under the conditional sales agreement shall be borne by Customer.

17. FORCE MAJEURE

Parties shall not be responsible for any delay or failure in performing their obligations under a Purchase Order, if due to Force Majeure. For the purpose hereof, Force Majeure shall mean a delay in or failure of the performance of obligations which is directly and solely attributable to events which are compelling, unforeseeable, unavoidable, outside of the invoking Party’s control and not due to any fault and negligence on its part. Force Majeure may include, but is not limited to, the following events or circumstances:

- war, hostilities, invasion, acts of foreign enemies;
- rebellion, terrorism, revolution, insurrection, military or usurped power, civil war;
- riot, commotion, disorder, strike or lockout by persons other than the invoking Party’s personnel;
- munitions, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributable to Yokogawa’s or Customer’s use of such munitions, explosives, radiation or radio active material;
- natural catastrophes such as flood, earthquake, hurricane, typhoon or volcanic activity.

In case of any of the above events, Parties will promptly notify the other Party of such delay or failure in writing and if a Force Majeure situation exceeds sixty (60) days, Parties shall have the right to terminate the Purchase Order without liability. In case of termination of the Purchase Order, goods belonging to Customer which are in the possession of Yokogawa shall be returned or held at Customer’s expense and risk as from the termination date of the Purchase Order.

If Yokogawa has already partly met its obligations when a Force Majeure situation occurs or if Yokogawa can only partly meet its obligations, Yokogawa shall be entitled to invoice the part already performed and/or to be performed and the related payment shall be due by Customer.

18. CONFIDENTIALITY

Either Party shall keep strictly confidential all of the other Party’s confidential and sensitive information of which it becomes aware of in the course of the execution of a Purchase Order and Parties shall take adequate measures to ensure that their personnel and other engaged personnel shall equally comply with this confidentiality commitment. This confidentiality commitment shall not apply to information which (i) is already known to the recipient or is publicly available at the time of disclosure, (ii) is legally disclosed to the recipient by a third party without an obligation of confidentiality, (iii) becomes publicly available after disclosure without fault of the recipient, (iv) recipient can prove is independently developed by the recipient without reliance or reference to the information of the discloser, or (v) is required to be disclosed by law or public order.

19. EXPORT RESTRICTIONS

In the course of performing the respective duties hereunder, either Party agrees to comply with all applicable laws and regulations. In particular Parties shall comply with the export administration and control laws and regulations of the European Union and of any country relevant to the cooperation contemplated hereunder, including those of Japan. Customer shall not knowingly use or export any of the Products and compliance with the terms and conditions of these GTCS and the relevant Purchase Order.

21. WEEE: Any duty and/or costs for de-commissioning, transport, treatment, recovery, recycling and disposal of Products subject to Directive 2002/96/EC on Waste of Electrical and Electronic Equipment (WEEE) shall be for Customer’s account. In countries where Yokogawa participates in waste collection schemes, Customer shall deliver WEEE declared products to a waste treatment facility (WTF) designated by Yokogawa for treatment and disposal in accordance with the WEEE protocol. A WEEE declared Product shall not be re-used or re-marketed without prior written approval by Yokogawa. Customer shall indemnify and hold Yokogawa harmless against any fines, penalties, damages and/or claims resulting from or relating to failure by Customer to fulfill its obligations under this article.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 Any agreement between parties pursuant to these GTCS, as well as these GTCS themselves shall be subject in any respect to the laws of the Republic of Austria and shall be construed accordingly. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

22.2. All disputes arising out of or in connection with business transactions subject to these GTCS shall be submitted to the exclusive jurisdiction of the First Municipal District of Vienna.

22.3. The place of performance for delivery and payment as well as any obligations of the Customer to Yokogawa shall be Vienna.