

# Terms and Conditions

of the

Austrian Agency for Health and Food Safety  
(Österreichische Agentur für Gesundheit und Ernährungssicherheit GmbH,  
AGES)

Commercial register: FN 223056z, Registration court: Vienna Commercial Court  
Spargelfeldstraße 191, 1220 Vienna

## Preamble

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The following Terms and Conditions of the Austrian Agency for Health and Food Safety (Österreichische Agentur für Gesundheit und Ernährungssicherheit GmbH, hereinafter referred to as "AGES"), FN 223056z, Vienna Commercial Court, Spargelfeldstraße 191, 1220 Vienna, shall apply to all contracts related to services offered by AGES and concluded between AGES and the contractual partner. Furthermore, these Terms and Conditions shall apply to the entire business relationship with the contractual partner, including any contractual agreements that may be entered into in the future.

These Terms and Conditions shall also apply to events hosted by AGES ("AGES Akademie"), such as courses, trainings, initial and continuous vocational education offerings, technical conferences and symposia, AGES round table discussions, and the like (see also Article 15, SPECIAL REGULATIONS FOR EVENTS AND TRAINING COURSES OFFERED BY AGES ("AGES AKADEMIE").

Insofar as AGES provides accredited services, such services shall be carried out by one or more of the bodies listed in Annex 1.

Contractual partners may be either consumers or entrepreneurs within the meaning of Article 1 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG). Thus, consumers are natural or legal persons who are not entrepreneurs. Entrepreneurs are natural or legal persons or business partnerships vested with legal capacity for whom this contract forms an integral part of their business operation. Enterprises are all organisations

established for the purpose of long-term independent business activities (including public-law entities).

Unless otherwise specified in individual articles, the provisions of these Terms and Conditions shall apply equally to consumers and entrepreneurs.

Unless explicitly agreed otherwise, all contractual relationships of AGES, the conclusion of contracts, their fulfilment, as well as any claims arising therefrom shall be subject to Austrian law, and the application of foreign law provisions shall be excluded. If the contractual partner is a consumer, this choice of law shall apply only to the extent that it does not infringe on the mandatory protection granted by the laws of the country in which the consumer normally resides.

These Terms and Conditions shall apply only insofar as they are not in contradiction with binding legal requirements, especially the Federal Act providing for the establishment of AGES, i.e., the Health and Food Safety Act (Gesundheits- und Ernährungssicherheitsgesetz, GESG) as amended. Should any of the provisions of these Terms and Conditions prove to be invalid for whatever reason, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision coming closest to the goal and purpose desired by both parties.

The general terms and conditions of the AGES contractual partner shall apply only if expressly agreed to in writing by AGES. This principle shall apply even if the general terms and conditions of AGES contractual partners stipulate that other general terms and conditions shall be invalid.

AGES is accredited in accordance with Article 5 (1) of Regulation (EC) No 765/2008 in conjunction with Section 8 of the Austrian Accreditation Act 2012. All AGES conformity assessment bodies are accredited in accordance with ÖVE/ÖNORM EN ISO/IEC 17025 (testing laboratory) and/or ÖVE/ÖNORM EN ISO/IEC 17020 (inspection body) and/or ÖVE/ÖNORM EN ISO/IEC 17065 (certification body). Accordingly, most testing, inspection, and certification activities fall within the terms of said accreditation. The testing, inspection, and certification activities are carried out on the basis of suitable operating procedures, using normative procedures whenever possible, and by competent, autonomous, and independent associates.

## 1 Conclusion of a Contract with AGES

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A contract with AGES shall be concluded through a proposal by AGES and the acceptance thereof, through a written confirmation by AGES of an order placed by the contractual partner, or through other (conclusive or explicit) declaration of order acceptance by AGES. However, the mere receipt, by AGES, of a sample unaccompanied by any further explanation does not constitute the conclusion of a contract.

If acceptance by the contractual partner of a proposal submitted by AGES deviates, in any way, from the contents of the proposal submitted by AGES, such acceptance shall constitute a new proposal that is subject to written confirmation by AGES within a reasonable period in order for the contract to take effect.

If confirmation by AGES of an order deviates, in any way, from the contents of the order as placed, such order confirmation shall constitute a new proposal that is subject to separate written acceptance, within a reasonable period, by the contractual partner of AGES.

## 2 Nature and Scope of the Order

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The nature and scope of the services to be delivered by AGES derive from the proposal submitted by AGES, confirmation of the order by AGES, any other written agreement made with the AGES contractual partner, or - if no such agreement is available - a service catalogue or price list provided by AGES. If a proposal submitted by AGES and the acceptance thereof by contractual partner or if an order placed by the contractual partner and confirmation thereof by AGES differ in nature and scope or are unclear, Article 1 of these Terms and Conditions shall apply.

## 3 Payment and Invoicing

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The AGES contractual partner shall owe AGES the payment agreed in the order confirmation or as otherwise agreed, plus the statutory value-added tax. If the payment owed can be

derived neither from the order confirmation nor from applicable price lists or other agreements, an appropriate payment is deemed agreed.

If the net invoice amount for the services rendered by AGES is below EUR 50.–, AGES reserves the right to invoice an additional administrative fee of EUR 20.–.

AGES is entitled to make the provision of services subject to the condition that 100% of the fees be paid in advance. If such advance payment is not made within a reasonable time, AGES has the right to withdraw from the contract.

The invoice will, at the discretion of AGES, be transmitted either by mail service or by email to the email address provided by the contractual partner or in other electronic form. AGES shall not be responsible for incorrect email addresses provided or full inboxes at the recipient's end.

Notwithstanding the possibility of naming a third invoice recipient in AGES forms/order forms, the contracting party (e.g. sender of a sample) shall remain fully responsible for the settlement of outstanding claims in the event of non-payment by the named invoice recipient. The contractual partner is obliged to settle all outstanding amounts within 14 days of receiving a written request for payment from AGES. This applies regardless of the reason for non-payment by the third-party invoice recipient. Any agreements between the contracting party and the third-party invoice recipient shall have no effect on the contracting party's liability towards AGES.

## 4 Terms of Payment, Withdrawal from the Contract, Setoff, Indexation

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Payment is due within 8 days after receipt of the invoice without any deductions. If the contractual partner is an entrepreneur, the amount of interest on arrears charged shall be calculated using the base interest rate valid on the respective due date plus a surcharge of 9.2%. If the contractual partner is a consumer or if the contractual partner is an entrepreneur who is not responsible for the delay in payment, the amount of interest on arrears charged shall be calculated using the base interest rate valid on the respective due date plus a surcharge of 4%. The base interest rate is published on the website of the Austrian National Bank (Österreichische Nationalbank, OENB), [www.oenb.at](http://www.oenb.at).

Should a client default on payment, any receivables, including those related to other assignments for which payment may not yet be due, shall be made payable immediately. In case of default of payment, the client undertakes to reimburse the processing fees of the collection agency commissioned by AGES in accordance with the Ordinance on Collection Agency Fees of the Federal Ministry for Economic Affairs, Federal Law Gazette No. 141/1996 as amended. In case of non-payment within 8 days, default interest at a rate of 9.2% above the base lending rate of the Austrian National Bank shall be charged. Client undertakes to pay, in addition to the reminder fees, any costs, fees, and cash expenses incurred by AGES in the pursuit of their claims, regardless of the title under which these may arise.

Irrespective of whether a collection letter is issued and regardless of any fault of the contractual partner who is an entrepreneur, AGES shall, in case of default, be entitled to levy a lump sum of EUR 40.– as compensation for debt enforcement costs.

For collection letters issued to consumers, a reminder fee of EUR 10.– per letter may be levied.

Payment shall be made only by either transfer or direct debiting.

Cheques and bills of exchange are accepted only in lieu of payment, pending full payment of the debt. Payment by check or bill of exchange is explicitly excluded.

In the event that AGES becomes aware of circumstances that give it reason to doubt the ability of the AGES contractual partner to pay, AGES shall be entitled to withdraw from the contract immediately; in such an event, AGES shall receive compensation for any services already rendered on a time and effort basis, regardless of whether they have taken effect with the AGES contractual partner. Payment by instalments requires the express approval of AGES.

AGES is entitled to withdraw from the contract in the event of delayed payment by the contractual partner.

A contractual partner who is an entrepreneur shall not be entitled to offset payments to AGES against accounts receivable. A contractual partner who is a consumer has the right to offset payments only in the event of AGES being unable to make payment or in the case of counter claims that are legally linked to the account payable by the consumer, have been established by a court, or have been recognised by AGES.

A stable value for agreed amounts payable and receivable, including any ancillary costs, shall be considered agreed. Indexation shall be based on the 2020 Consumer Price Index (base year 2020) or any index officially superseding it or, in case the superseding index also ceases to be published, the index most closely comparable with the 2020 Consumer Price Index. On January 1st of each year, prices shall be increased or decreased by the percentage by which

the index number published for the month of October of the preceding year differs from the index number published for the month of October of the year before. If the index number changes by more than 10 percent in the course of any one year, the index shall be adapted as soon as the 10-percent threshold is exceeded. All change rates shall be calculated to one decimal place.

After issuance of the final invoice, AGES waives the right to apply price adjustment increases in accordance with the indexation clause, provided that the entire amount payable is paid within 8 days of receipt of the final invoice issued by AGES.

## 5 Obligations of the AGES Contractual Partner Regarding Sample Delivery, Cancellation

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Samples should be delivered to the agreed AGES site. Any costs arising in relation to the transportation of samples (including, but not limited to, tariffs or fees for veterinary border checks) shall be payable by the AGES contractual partner.

Depending on their type and nature, all samples should be shipped under adequate transport conditions and in sufficient quantity to allow an unbiased assessment (e.g., perishable samples should be cooled during shipping). In shipping or mailing samples, the contractual partner commits to complying with applicable dangerous goods regulations. The contractual partner shall invariably provide clearly visible and legible sender details on letters or packages and adequately seal sample containers to prevent leakage. For safety reasons, AGES cannot accept mail items without an identifiable sender and/or with visible fluid or oil stains.

In the event that a contract between AGES and the AGES contractual partner is concluded, samples delivered to AGES by the AGES contractual partner shall become the property of AGES and shall not be returned to the contractual partner. AGES may freely dispose over these samples. In particular, AGES shall not be obliged to store, or in any other way preserve, the samples delivered to it. This provision extends to any containers, packaging material, or other material used to transport the samples.

If, however, the AGES contractual partner requires the sample material to be returned, AGES shall, in the presence of an express agreement, be willing to return such material, provided that the contractual partner pays any costs arising in connection with the return of the samples, particularly transportation costs, and credits the respective amount to the AGES account before return of the samples and that no retention requirements arise from applicable statutory provisions, standards, accreditation guidelines, or other pertinent rules or regulations.

Transport containers, packaging material, or other transport material shall become the property of AGES and shall not be returned to the AGES contractual partner. AGES shall not be obliged to store any transport containers, packaging material, or other transport material; The AGES contractual partner is not entitled to claim the return, a refund, or compensation for such packaging or transport material.

If, even after the samples have been received by AGES, no contract with AGES is concluded, AGES shall also be entirely free to do with the samples as it sees fit; the mere acceptance of a sample by AGES does not constitute any obligation whatsoever on the part of AGES. Specifically, AGES shall not be obliged to store or keep the delivered sample.

AGES shall be entitled, in any case and at any time, to return any samples received at the expense of the AGES contractual partner. Should AGES make use of this possibility, which it is free to do, the AGES contractual partner or, in the absence of a concluded contract, the person dispatching or delivering the sample to AGES, shall be obliged to bear the costs of returning the samples, including any disposal costs that may be incurred.

The contractual partner is responsible for delivering the sample to AGES in perfect condition. A sample shall be deemed to be in perfect condition if it is suitable for the commissioned analysis for a period of at least 5 working days after delivery of the sample as agreed. For samples which are of such a nature as to not be suitable for the commissioned analysis for a period of 5 working days, an adequate period is deemed agreed. Should there be any doubt with regard to the suitability of the sample or should the sample not agree with the description provided, AGES shall contact the client to discuss the further course of action and document this.

AGES is entitled to request from the AGES contractual partner detailed information on the origin, production, composition, and other properties of the sample. If AGES requests such information from the AGES contractual partner, the agreed period of performance shall invariably be extended by the time elapsed between placement of the request made by AGES and the response submitted by the AGES contractual partner. If, despite the request of AGES, the relevant information is not provided within the time frame specified by AGES or if the sample is unsuitable for the planned analysis, AGES shall be entitled to withdraw from the contract without further conditions. In such an event, the AGES contractual partner shall be liable to compensate AGES for any expenses incurred up to that point in time.

If, during fulfilment of the order by AGES, it becomes clear that the sample does not meet the agreed requirements, does not exhibit the properties usual for this type of sample, or is unsuitable for analysis using the planned and accredited methods, AGES is entitled to charge the AGES contractual partner with any additional costs on a time and effort basis. If the



deviation from the agreed requirements or the properties usual for the respective sample type results in the order being unfulfillable, this shall be of no relevance for the claim to the payment agreed plus compensation for the time and effort expended as specified above; the claim to remuneration plus compensation for the time and effort expended shall remain unaffected. Moreover, regardless of a default, the AGES contractual partner shall be liable for any material injury inflicted on AGES or its contractual partners as a result of the sample not complying with the expressly requested properties or the properties usual for the sample type in question.

## 6 Contractual Party's Duty of Disclosure

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The AGES contractual partner undertakes to provide AGES, without delay and without being specifically requested to do so, with any documentation required to fulfil the contract and to inform AGES of any circumstances that are, or may be, of importance for the fulfilment of the contract. Upon the request of AGES, the contractual partner shall provide AGES with a written confirmation that the documentation submitted is complete and that any information provided and statements given are correct.

## 7 Technical Deliverable, Final Report

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Unless expressly agreed in writing, the services commissioned (particularly statements, expert reports, analyses, expert opinions, and the like) shall be submitted to the AGES contractual partner in the form of a written technical deliverable. Unless expressly agreed otherwise, the deliverable shall be transmitted by email to the email address provided to AGES by the contractual partner or in some other electronic form. AGES will not assume any responsibility in case the email address provided by the client is incorrect or the recipient's email inbox is full. Accordingly, orally communicated declarations or statements do not qualify as a technical deliverable provided by AGES, and AGES cannot therefore be held liable for the correctness of oral declarations or statements.

The AGES routinely delivers its services in the German language. Alternative language requirements have to be specifically commissioned upon placing an order. The preparation of English-language texts is generally included in the range of services offered by AGES, with texts delivered in the form of standard technical translations (i.e., below reference level C in accordance with the Common European Framework of Reference for Languages, CEFR). By contrast, professional scientific translations have to be ordered and remunerated separately,



and they shall be completed by AGES in cooperation with a translation agency selected by AGES.

Unless expressly stipulated by legal provisions or other pertinent standards or guidelines, AGES shall not be obliged to keep and retain any samples, information on samples, test results, or the technical deliverable. However, AGES shall be free to keep and retain the above mentioned information or documentation or to utilise such information or documentation for statistical or central data management purposes, while guaranteeing full compliance with the regulations of the Data Protection Act. AGES shall, at any rate, be entitled to retain or process any information and documentation as required by applicable legal provisions, standards, accreditation provisions, or other pertinent rules and regulations.

## 8 Content of the GESG

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The AGES contractual partner confirms being knowledgeable of the provisions of the GESG as amended or to take knowledge thereof. It is deemed agreed that AGES shall, in its relationship with its contractual partner, be free to fulfil all and any duties and obligations arising from the GESG and other legal obligations (especially in carrying out its statutory duties) and that such fulfilment on the part of AGES does not constitute a breach of contract.

This shall also, and in particular, apply in the event that the provision of services by AGES is delayed as a result of a lack of resources due to unexpected public duties that must be given priority, especially in emergency situations.

## 9 Subcontracting

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In fulfilling contracts whose nature typically requires the services of external parties, AGES shall be entitled to partly use either subcontractors or AGES-internal experts (see Annex); any such contracting shall be carried out in accordance with ÖVE/ÖNORM EN ISO/IEC 17025, especially Article 7.1, or any other provision secondary to this regulation. In case the services of subcontractors are enlisted for analytics services in the context of accreditation, AGES shall, insofar as explicit consent has not previously been granted, notify its contractual partner thereof and obtain his:her consent.

## 10 Protection of AGES Intellectual Property Rights, Publication of Technical Deliverable/Mention of AGES for Promotion or Other Purposes

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The technical deliverable (Article 7) is protected under copyright law. The reproduction of technical deliverables on paper or similar media is permissible only for the personal use of the contractual partner. Personal use refers to using the technical deliverable for company-internal purposes or to providing business partners and authorities with proof of the quality of a given product. In these cases, however, the technical deliverable may only be used in its entirety; the use of excerpts therefrom is not permissible.

Apart from such personal use, transfer of the technical deliverable to third parties as well as publication thereof or mention of AGES in reference to the technical deliverable and/or the activities of AGES, particularly on a website, in public media or vis-à-vis media representatives, in presentations, in publications, as part of product get-ups, in social media, on platforms or in relation to any other use beyond personal use, requires the explicit consent of AGES. Should AGES consent to publication, such consent shall be valid for a period of no more than 6 months from the release date of the technical deliverable. In addition, any consent provided may be revoked for good cause (especially in the event of changes in legislation or scientific knowledge).

Use of the technical deliverable provided by AGES for advertising purposes shall in any case be impermissible.

Any intellectual property rights, especially the rights of utilisation, in the technical deliverable continue to remain with AGES. Any transfer of utilisation licenses and/or rights to the AGES contractual partner requires the express written agreement of AGES.

## 11 Data Processing

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Depending on the processing operation, personal data may be processed by AGES, in particular, on the basis of a legal obligation [Art. 6 (1) (c) General Data Protection Regulation (GDPR) in conjunction with § 9 (7) GESG], consent [Art. 6 (1) (a) GDPR and Art. 9 (2) (a) GDPR], or legitimate interests [Art. 6 (1) (f) GDPR], for the performance of a contract [Art. 6 (1) (b)], and for reasons of public interest in the area of public health [Art. 9 (2) (i) GDPR]. It is hereby expressly declared that AGES, in fulfilling its statutory duties in accordance with Art. 8 GESG,

is entitled to process any personal data as required. Any processing of such data is restricted to the intended purpose and performed with due regard for the principles of data protection. Furthermore, AGES is entitled to transmit personal data to third parties were this is legally required or serves the purpose of fulfilling the contract or is covered by the statement of consent of the party concerned. The complete data protection declaration is available under [www.ages.at](http://www.ages.at).

## 12 Due Diligence Standard, Liability, and Exclusion of Liability

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In fulfilling and processing an order, AGES undertakes to use state-of-the-art scientific know-how and technology. The due diligence standard shall be taken to mean the due diligence usually exercised by contractors carrying out analyses such as those constituting the subject matter of the contract. Repeat analysis for the confirmation of test results shall only be carried out by AGES if expressly agreed with the client.

AGES shall consult and agree with the contractual partner whether the sample and/or the procedures and tests used by AGES are suitable and adequate to meet the contractual partner's requirements. However, notwithstanding Article 5.4.2 of ÖVE/ÖNORM EN ISO/IEC 17025, AGES shall not, when delivering accredited services, be obliged to carry out any investigations above and beyond the scope of the order with a view to determining whether the AGES services ordered are suitable and relevant for the specific purposes intended by the contractual partner. Furthermore, AGES shall not be obliged to conduct inquiries with regard to the usability of the sample or the substances, compounds, or other material from which the sample was derived or about which the sample is to provide information or with regard to the usability or applicability of the technical deliverable or any other information or advice provided by AGES.

If the contractual partner is an entrepreneur, AGES shall—under whatever title—be liable only if, and to the extent that, the AGES contractual partner is able to prove that any damage was caused intentionally or as a result of gross serious negligence in violation of contractual or legislated obligations. The liability shall be limited to compensation for any damage proven to have been caused through gross serious negligence or intentionally and having immediately resulted from fulfilment of the contract. In any case, the liability shall be limited to € 1 million.

If the contractual partner is an entrepreneur, any claims for damages and claims of similar content may be raised within six (6) months of establishing the damage and the responsible party. If the claimant can prove that the damage did not come to his:her knowledge within this six-month period, claimant shall be allowed a period of three (3) years from the time he:she

took note of the damage to file claims for damages.

If the contractual partner is a consumer, claims for damages in cases of minor negligence are excluded; this does not apply to personal injuries.

In case AGES makes use of the services of a subcontractor (Article 9), AGES shall not be liable towards its contractual partner for the services provided by the subcontractor. In such cases and in fulfilment of its liabilities towards its contractual partner, AGES will assign to its contractual partner any claims for damages or similar claims against the subcontractor.

## 13 Warranty

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If the contractual partner is an entrepreneur, warranty claims shall be limited as follows:

- i. In cases where AGES becomes liable for damages as a result of an action or other conduct but liability is excluded as stated in Article 12 warranty claims shall likewise be ruled out.
- ii. The AGES contractual partner who is an entrepreneur shall have comprehensive duties of inspection and complaint with regard to the transmitted technical or other deliverable. The duties of inspection and complaint according to Articles 377 f of the Business Enterprise Code (Unternehmensgesetzbuch, UGB) apply without prejudice to the content and qualification of the contract concluded between the AGES contractual partner on the one hand and AGES on the other.
- iii. In case of hidden or otherwise non-apparent defects, the AGES contractual partner is obliged to lodge a complaint within seven (7) working days after the AGES contractual partner noticed, or should reasonably have noticed, the defect, with the complaint including a comprehensive description of the defect; otherwise, the AGES contractual partner forfeits all warranty and other claims, especially claims for damages.
- iv. If the service to be provided by AGES includes the provision of digital services, AGES shall not be responsible for updating such services, unless this was expressly agreed upon.

The period of warranty for a contractual partner who is an entrepreneur is six (6) months. The period of warranty shall commence from the time of transmission of the technical deliverable or earlier oral communication anticipating the content of the technical deliverable.

If the contractual partner is a consumer, the warranty period shall be two (2) years as of the transmission of the technical deliverable.

## 14 Contract Duration in Case of Open-Ended Contractual Relations

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Unless otherwise agreed, open-ended contractual relations may be terminated in writing by either party at the end of each calendar month, subject to a period of notice of three (3) months.

## 15 Special Regulations for Events and Training Courses Offered by AGES ("AGES Akademie")

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The contract regarding participation in an event hosted by AGES ("AGES Akademie") in principle takes effect on the basis of a binding registration for a specific event or course. The registration has to be submitted no later than 14 days before the start of the course.

The type and scope of the contractual content as well as the registration fee shall be those stated in the documentation for the respective event ("AGES Akademie" curriculum, information folders, etc.).

After receipt of the registration, the participants shall be provided with a registration confirmation and an invoice (for terms of payment, see Article 4, TERMS OF PAYMENT, WITHDRAWAL FROM THE CONTRACT, SETOFF, INDEXATION).

The costs for the training materials are included in the registration fee. The costs for boarding and lodging are not included in the registration fee.

Prospective participants shall be enrolled into the course on the basis of the date of their registration. In case the maximum number of participants for a particular event has been reached, no more registration confirmations will be sent out and no contract shall take effect.

For cancellations within 14 days before the event, a cancellation fee of 50%, for cancellations within 3 days before the event or in case of nonappearance, 100% of the registration fee will be charged. Cancellations have to be submitted in writing. Alternatively, another participant may be nominated.

AGES reserves the right to withdraw from the event contract for exceptional reasons. Such exceptional reasons include the minimum number of participants for a particular event not being reached or guest speakers cancelling the event without any fault on the part of AGES. Moreover, AGES reserves the right to change the dates, starting times, and event locations. Registered participants shall be informed in due time and in appropriate manner of any such changes. No claim for indemnification can be derived from such cancellations or changes in event dates. In the case of withdrawal on the part of AGES, the registration fee shall be refunded. Course materials already received by the registered participants shall be returned.

AGES does not guarantee that the educational goal of an event is reached and assumes no responsibility for the topicality, correctness, completeness, or quality of the information provided by AGES-external speakers (for more information on liability issues, see Article 12, DUE DILIGENCE STANDARD, LIABILITY, AND EXCLUSION OF LIABILITY).

The course participants shall be provided with a confirmation of participation. Course participants shall be entitled to a confirmation of participation only in case of sufficient attendance times (i.e., 80% of the duration of the event, unless otherwise specified in the documentation for a particular event or by legal regulations). Payment of the course fee is a prerequisite for issuance of a certificate of participation or achievement.

Training materials may not, outside the limits of copyright law, be published, reproduced, passed on to third parties, used in events hosted by competitors, edited, or processed without the prior consent by AGES and the respective author. Video and audio recordings of the event, or parts thereof, may only be made with the express approval of AGES and the respective speaker.

Clients acknowledge that, in the case of presentations given by AGES-external speakers, AGES shall take no responsibility for copyright issues and that clients shall indemnify themselves against such AGES-external parties.

Unless otherwise specified in this Article 14, SPECIAL REGULATIONS FOR EVENTS AND TRAINING COURSES OFFERED BY AGES ("AGES AKADEMIE"), all other provisions of these Terms and Conditions shall also apply to events hosted by the "AGES Akademie."

## 16 Instructions on the Right of Withdrawal of Consumers

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If a contract on the delivery of a service by AGES is concluded or an event booked through distance selling, particularly by telephone, facsimile, or email, or outside the business premises

of AGES, consumers as defined by the KSchG are legally entitled, in accordance with the Austrian Distance and External Selling Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG), to withdraw from the contract within 14 days after conclusion of the contract.

In case of a legally valid withdrawal, any payments already received shall be refunded within 14 days.

If it has at the request of the consumer been agreed that the provision of services should start before the end of the withdrawal period and the provision of services has not, at the time of withdrawal, been concluded, the consumer shall be liable to pay an adequate amount that corresponds to the scope of services rendered by the time of receipt of the withdrawal notice and proportional to the scope of the entire contract.

The right of withdrawal does not apply in the cases mentioned in Section 18 (1) Austrian Distance and External Selling Act (FAGG Federal Law Gazette I No. 33/2014 as amended), in particular not to

- services started before the end of the withdrawal period at the request of the consumer and completed by the end of said period and to
- goods rendered in agreement with customer specifications or tailored to specific customer needs.

The withdrawal period shall be deemed to be observed if the withdrawal notice is dispatched within said period.

For withdrawals, the sample form given in Annex 2 can, but does not have to be, used.

## 17 Place of Fulfilment and Court of Jurisdiction

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Unless otherwise agreed, the place of fulfilment shall be the main business address of AGES at AGES headquarters; in the case of contracts involving the analysis and assessment of samples, the place of fulfilment shall be the address of the AGES subsidiary to which the contractual partner submitted the sample as agreed.

If the contractual partner is an entrepreneur, the competent court of the Inner City of Vienna (Bezirk Innere Stadt, Wien) shall be the legal venue for all and any disputes arising from the contract. However, AGES also has the right to file a suit at the general place of jurisdiction of the contractual partner. For any action brought against a consumer whose domicile, habitual



place of residence, or place of employment is in Austria, the competent court shall be a court chosen by AGES in the district where the contractual partner has his:her domicile, habitual place of residence, or place of employment. For consumers who, at the time the contract is concluded, are not domiciled in Austria, the statutory place of jurisdiction shall apply.

The most recent approved German edition of the AGES–Terms and Conditions shall, in all instances, be considered the official edition of the AGES–Terms and Conditions.

This English translation of the AGES–Terms and Conditions was approved by B. Riedle-Gilly and G. Benesch on 08.10.2024.

The validity term of the English edition is determined by the validity term of the German edition.

## Annex 1

Table 1. List of accredited Conformity Assessment Bodies

Name Conformity Assessment Body	ID	Address Conformity Assessment Body
<b>Testing Body ISO/IEC 17025</b>		
Austrian Agency for Health and Food Security Devison for Food Security	0452	1220 Wien Spargelfeldstraße 191
Austrian Agency for Health and Food Security Austrian Medicines & Medical Devices Agency	0198	1160 Wien Possingergasse 38
<b>Inspection Body ISO/IEC 17020</b>		
Austrian Agency for Health and Food Security Area for Food Safety	0371	1220 Wien Spargelfeldstraße 191
Austrian Agency for Health and Food Security Devison for Human Medicine	0406	4020 Linz Wieningerstraße 8
<b>Certification Body for Products ISO/IEC 17065</b>		
Austrian Agency for Health and Food Security	0716	1220 Wien Spargelfeldstraße 191

## Annex 2

### Sample – Withdrawal Form for Consumers

If you are a consumer as defined by the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KschG) and you would like to withdraw from the contract in accordance with Article 16 of the AGES–Terms and Conditions, you can do so by filling in this form and sending it to AGES by email, fax, or regular mail:

## Withdrawal Form for Consumers

To

Österreichische Agentur für Gesundheit und Ernährungssicherheit GmbH

Spargelfeldstraße 191

1220 Wien

Phone: +43 05 0555 - 0

Email: please use email address of your AGES contact

I/we (\*) herewith withdraw from the contract I/we (\*) concluded regarding participation in the following event/provision of the following service (\*):

\_\_\_\_\_

Ordered on/received on (\*): \_\_\_\_\_

Name of consumer: \_\_\_\_\_

Address of consumer: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of consumer (only if submitted as paper copy)

(\*) Delete as appropriate.

**Austrian Agency for Health and Food Safety**

Spargelfeldstraße 191 | 1220 Vienna | AUSTRIA | [www.ages.at](http://www.ages.at)

Commercial Register Court: Handelsgericht Wien, FN 223056z | VAT number: ATU 54088605

