

Federal Statute on Private International Law (Federal Law of June 15, 1978)

- **Article 6 - PUBLIC POLICY EXCLUSION (ORDRE PUBLIC)**

A provision of foreign law shall not be applied when its application would lead to a result irreconcilable with the basic tenets of the Austrian legal order. In its place, if necessary, the corresponding provision of Austrian law shall be applied.

- **Article 35**

1. Obligations shall be judged according to the law expressly or impliedly selected by the parties (§ 11); if the circumstances reveal that the parties have assumed a particular legal order as determinative, this shall be equivalent to an implied selection.
2. To the extent that a contractual choice of law was not made or that it is to be disregarded according to this Federal Statute, Articles 36 through 49 shall be determinative.

- **Article 41 -CONSUMER CONTRACTS**

1. Contracts for which the law of the state in which one party has his habitual residence grants this party special private law protection as a consumer shall be judged according to said law in those cases in which the contracts have resulted from an activity undertaken in that state and intended to result in such contracts by the entrepreneur or by persons employed by him for such purpose.
2. To the extent that mandatory provisions of said law are involved, a contractual choice of law to the detriment of the consumer shall be disregarded.

- **Article 42 - CONTRACTS CONCERNING THE USE OF IMMOVABLES**

1. Contracts concerning the use of immovables or appurtenant structures shall be judged according to the law of the state in which the property is located.
2. To the extent that mandatory provisions of said law concerning leases are involved, a contractual choice of law to the detriment of the lessee shall be disregarded.

- **Article 44 -EMPLOYMENT CONTRACTS**

1. Employment contracts shall be judged according to the law of the state in which the employee usually carries out his work. That law shall also remain determinative if the employee is sent to a place of work in another state.
2. If the employee usually carries out his work in more than one state, or if he has no habitual place of work, the law of the state shall be determinative in which the employer has his habitual residence (his particular permanent business establishment, § 36, second sentence).

3. A contractual choice of law shall be taken into consideration only when it is made expressly. However, to the extent that mandatory provisions of the laws referred to in Articles 1 and 2 are involved, also an express contractual choice of law shall be disregarded, if it was made to the detriment of the employee.