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1. Application of the Standard Terms and Conditions, general

1.1

All of our orders of goods (including raw materials) and services shall be based exclusively on our Standard Terms and Conditions, which constitute an integral component of our order. Amendments or supplements to our terms and ancillary agreements in this regard shall be valid only subject to our written confirmation. "Written" within the meaning of section 1.1 and section 1.2 shall also include e-mail confirmation.

1.2

We hereby expressly object to any conflicting terms of the contractor/supplier (in the following "Supplier"). Terms used by the Supplier shall apply only if we confirm their application in writing. Acceptance of a service or a delivery shall not constitute agreement with the Supplier's terms.

1.3

Our Standard Terms and Conditions shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction.

2. Offer, order und contract

2.1

Any deviations by the offer from our enquiry must be expressly indicated in the offer.

2.2

Our order in response to the offer shall be binding only if made in writing. Written within the meaning of section 2.2 and section 2.3 shall also include e-mail confirmation. Agreements made orally and by telephone shall be valid only subject to our written confirmation. Any and all amendments, supplements and additional specifications of the offer compared to our enquiry, etc. shall also become binding only by virtue of our written confirmation to this effect.

2.3

Our order shall be confirmed again in writing by the Supplier stating our order data, the price and in the case of a purchase contract or a contract for work and materials (*Werklieferungsvertrag*) the delivery quantity. Should the order confirmation differ from our order in any of these respects, we shall only be bound by the order confirmation if we have declared our agreement with the variances in writing. Otherwise our order shall continue to control.

2.4

The offer shall be made free of charge and shall give rise to no obligation on the part of the party making the enquiry.

2.5

Quotes shall be remunerated only subject to separate agreement.

3. Prices

3.1

The agreed prices shall be fixed prices for the entire contractual performance period and include ancillary costs.

3.2

In the case of a purchase contract or a contract for work and materials (*Werklieferungsvertrag*), the prices shall include packaging, freight and other ancillary costs. The Supplier shall insure its transport and goods-related risks in accordance with the applicable Incoterms.

3.3

Absent an express price agreement, the last prices charged for these or similar goods or services shall apply in current business relations.

3.4

Clauses increasing or adjusting prices (including daily price clause) shall be valid only if individually agreed with us.

3.5

In the event that the Supplier reduce its prices and/or improve the terms in the period between the order and delivery of the goods or between the order and the acceptance of the service, the prices and/or terms valid on the delivery date or the date of acceptance shall apply.

4. Dates and deadlines for deliveries and services; late delivery

4.1

The delivery deadline and delivery dates specified in our order or contract for deliveries or services shall be binding.

4.2

In the case of a purchase contract or a contract for work and materials (*Werklieferungsvertrag*), the dates and deadlines specified in section 4.1 shall be deemed complied with if the delivery has been made at the stipulated time to us or handed over at the destination specified by us in the order to an authorised person. If the delivery is not made in good time, the Supplier shall be in default upon expiry of such date.

A delivery shall be deemed made in full if all of the articles and documents referred to in the order (proof of quality, material certifications, etc.) have been received by us in full and the articles are in a perfect condition.

4.3

If the Supplier can foresee that timely delivery or service provision will be impossible for it, in whole or in part, it shall advise of this in writing without undue delay, stating the reasons and the presumable duration of the delay.

4.4

In case of failure to meet a binding delivery date or service provision deadline that has been agreed (fixed date transaction), we may cancel the order without a grace period. Deliveries arriving prematurely shall either be refused or stored at the expense and risk of the Supplier.

5. Invoicing and payment terms

5.1

Invoices shall be sent as originals (with no copies) separately by mail, fax, or e-mail and must show the invoiced delivery or service broken down according to article, type and quantity and reproduce our exact order data (order date, complete order number and article number, terms, order of the text and prices of the order) and comply with the provisions of relevant legislation, particularly the Swiss Value Added Tax Act (*Mehrwertsteuergesetz*, "MWSTG" [VATA]). We will reject incomplete invoices. In this case our payment deadline will automatically be extended by the resultant delay. The same shall apply in cases of late furnishing of requested proof of quality, material certification, etc. (see above, section 4.1). Any currency risk shall be borne by the Supplier.

5.2

Unless otherwise agreed, payments shall be made only after receipt of the goods or services and receipt of the invoice. The payment deadline shall commence no sooner than the date of receipt of the relevant invoice, and not, however, prior to receipt of defect-free goods or the due contractual performance of services. Sections 3.4 and 3.5 shall remain unaffected.

5.3

Payments shall not constitute acknowledgement of the delivery, service or prices as being in compliance with the agreement. Payments shall always be rendered subject to recovery should it subsequently emerge that the goods or services are not in compliance and, in case of any advance payments, subject to due and proper receipt of the goods or the due contractual performance of services. Therefore, the payment date shall not affect the Supplier's warranty or our right to file complaints pursuant to section 7.

5.4

The Supplier shall inform us promptly of imminent or existing payment difficulties or where insolvency is possible or has been filed for.

5.5

Any advance payments we may have made shall be booked separately by the Supplier. The Supplier shall ensure that, in case of the Supplier's insolvency, such amounts are not included amongst the bankruptcy or insolvency assets. Should this be impossible, we may demand a bank guarantee in an amount equivalent to the advance payment.

6. Packing, shipping and transport, origin of goods

6.1

In addition to the normal accompanying papers, each delivery or partial delivery of goods must include a delivery note in duplicate. Delivery notes and dispatch notices must show the delivery broken down according to article, type and quantity and, moreover, our exact order data (order date, complete order number and article number, terms and sequence of the text), but must not include any price information. Partial deliveries must be designated as such.

In case of transport by ship, the name of the shipping company and ship must be stated in the shipping papers and invoice.

6.2

We have the right – but shall be under no obligation – to issue the Supplier instructions concerning the shipping method, shipping route, means of transport, freight forwarder, carrier and customs office. If no instructions are issued, the Supplier shall select the least expensive option for us from suitable and standard shipping options.

Absent any agreement to the contrary, the most recent Incoterms of the International Chamber of Commerce in Paris and the Uniform Customs and Practice for Documentary Credits (UCP), as amended, as well as their interpretations (“Opinions of the ICC Banking Commission“), shall apply.

6.3

The packaging shall be adjusted to the goods and intended transport method. Responsibility for proper packaging shall lie exclusively with the Supplier. The Supplier shall be responsible and provide compensation for any loss and damage to goods due to defective packaging.

6.4

If expedited transport is necessary due to late shipping of the delivery (express delivery or service), the Supplier shall bear any additional freight costs incurred for this. The Supplier shall be responsible and pay compensation for additional costs for express shipments not requested.

6.5

The Supplier must mandatorily package, label and ship hazardous products in accordance with international provisions. Accompanying papers must also include any further information stipulated by the relevant transport provisions in addition to the hazard class.

6.6

The Supplier shall be liable for damage and shall assume the costs arising as a result of non-compliance with the provision under section 6.5. The Supplier shall also be responsible for compliance with such shipping provisions by its subcontractors.

6.7

Any and all shipments that cannot be assumed due to non-compliance with the provision under section 6.5 shall be stored at the expense and risk of the Supplier. We may determine the contents and condition of such shipments during the incoming goods inspection in accordance with section 7. Tools and equipment may not be loaded together with delivery items.

6.8

The delivered goods must have the stated origin. This must be proven by a certificate of origin Form A and must, where applicable, comply with the relevant preferential trading provisions.

7. Incoming goods inspection and defect-related complaints for deliveries of goods

7.1

The Supplier shall verify the quantity and quality of the goods and compliance with the order specifications prior to shipping. It shall notify us in writing of any defects that might arise. The Supplier waives all possible objections that the obligation to inspect within the meaning of section 201 of the Swiss Code of Obligations was not observed.

7.2

Delivered goods shall be checked as soon as practicable following receipt, at the latest at the time of further processing or commissioning. We are entitled to file complaints in respect of defects at any time. The Supplier waives the objection that complaints were not issued in respect of defects in good time pursuant to section 201 of the Swiss Code of Obligations, and does so in respect of patent and latent defects.

7.3

The delivery of goods that do not comply with the relevant agreement may be approved only by way of express declaration of acceptance and shall otherwise be deemed rejected.

7.4

In the case of goods which are delivered by the Supplier directly to a processor commissioned by us, the goods shall be checked only once the product manufactured by the processor has been received by us, or in the case of subsequent further processing by us, at the time of the further processing thereof. In this case, section 7.1 shall also be applicable in respect of the waiver of objection pertaining to the obligation to inspect.

7.5

We have the right to perform random statistical sampling during incoming goods inspection and to refer to the factory certificate of the Supplier or manufacturer. Should random samples reveal defective quality of the goods, we may reject the entire delivery without further inspection or perform another inspection at the Supplier's expense.

7.6

If there is provision for inspections of the delivered items, the Supplier shall bear the material costs and its personnel costs for the inspection. We shall exclusively bear our personnel costs for the inspection (costs for our personnel, including their travel costs and expenses).

The Supplier must notify us in a binding manner that the goods are ready for inspection at least one week in advance and agree a fixed inspection date with us. If the delivered items are not presented on such date, our personnel costs for the inspection shall be borne by the Supplier.

If repeated or additional inspections are necessary due to defects discovered, the Supplier shall bear any and all material and personnel costs for them. The Supplier shall bear the material and personnel costs for proof of active substances of input materials.

8. Acceptance, transfer of risk

8.1

Where there is to be an acceptance, services of the Supplier shall be accepted by us exclusively by way of a formal acceptance. Written minutes shall be taken of acceptance. Partial acceptances may only occur at our express written request.

8.2

In case of delivery of goods, risk shall pass according to Incoterms. Should the agreed delivery terms contain no provision to the contrary, risk shall pass to an authorised person at the place of performance pursuant to section 23 upon transfer of possession of the goods

8.3

In case of defective delivery, the goods shall be stored at the expense and risk of the Supplier.

8.4

In the case of a purchase contract or a contract for work and materials (*Werklieferungsvertrag*) for machinery and technical systems, risk shall only pass to us after confirmation of the positive outcome

of functional testing.

9. Quality standard, absence of defects and damages

9.1

Upon our request, the Supplier must provide a sample, test and/or drawings/data sheets. The qualities of any sample or test and the information in the data sheets shall be deemed agreed as warranted qualities. The same shall apply for information in factory certificates.

9.2

The Supplier also warrants that the goods shall not have any defects that adversely affect their value or their suitability for the required use and that the warranted qualities (particularly under section 9.1) shall meet the required performance and specifications and shall not otherwise deviate from the order in any form. The Supplier warrants that the goods are generally free and clear of quality defects and the goods or services are free of defects in title. The goods or services must comply with Swiss laws, accident prevention and other safety regulations such as e.g. of the Swiss Electrotechnical Association (SEV), the Swiss Association for Technical Inspections (SVUTI-ASIT) or SUVA. The Supplier shall be advised in the order of the need for compliance with any internal rules and standards. The Supplier shall notify us without undue delay should it believe that it would have to deviate from applicable (statutory and internal) technical safety rules due to one of our requirements.

9.3

Should the Supplier breach its obligations, our rights to subsequent performance, rescission, reduction of the purchase price and damages as well as applicable exclusion and limitations periods shall be based on the relevant legal provisions.

10. Product liability, indemnity, third-party insurance

10.1

We shall inform the Supplier of any product defects in the goods delivered by the Supplier of which we have become aware, which did or could result in death, physical injury or property damage. In such cases, we will consult with the Supplier concerning the ongoing procedure.

The Supplier shall support us in dealing with injured parties and indemnify us against claims to the extent that these are based on a product defect in the delivered goods or non-compliance with an ancillary duty by Supplier or of the Supplier's product liability or that of its suppliers is triggered in another manner. The Supplier shall also advise us of the risks resulting from improper use of its product.

10.2

Specifically the Supplier shall compensate us for any and all expenses arising in conjunction with a product liability event and the relevant damages, particularly the costs for any recall action. Should a recall action be necessary, we shall agree with the Supplier on the approach, provided this is possible and reasonable given the situation.

10.3

Otherwise the Supplier shall be liable in accordance with the relevant statutory provisions. In particular, it shall be liable in accordance with sections 100 and 101 of the Swiss Code of Obligations for its own fault and for the fault of any representatives and vicarious agents it might engage.

10.4

The Supplier shall maintain third-party liability insurance (for personal injury, property damage and financial loss) with sufficient cover and shall submit suitable proof of such insurance coverage upon our request. The Supplier's contractual and statutory liability shall remain unaffected by the level of the insurance cover.

11. Transfer of obligations, assignment, pledge, set-off

11.1

The transfer of the obligations and/or the assignment of the rights of the Supplier under the agreements concluded with us shall not be permitted, in whole or in part, without our written consent. The Supplier shall in any event remain obliged towards us as contracting party without our consent to transfer of obligations. The Supplier must notify us in writing without undue delay of any transfer of an agreement by operation of law and any change in the company name.

11.2

Our claims may not be pledged without our prior written consent.

11.3

Set-off by the Supplier against our claims shall only be permitted to the extent that the Supplier's claims are undisputed, ripe for judgement or have been confirmed in a final and binding judgment.

11.4

We may set off against the Supplier's receivables any and all claims to which we are entitled against the Supplier due to our own or assigned rights, irrespective of when our claim is due.

12. Intellectual property rights

12.1

The Supplier warrants that its delivery shall not infringe any third-party rights, in particular, no patent or other intellectual property rights. If a right is infringed, the Supplier shall indemnify us upon first request and reimburse us any and all expenses incurred by us due to the third-party claim.

12.2

If the Supplier manufactures tools or has them manufactured on our behalf (see section 14.1), we shall be entitled to the associated know-how and any and all intellectual property rights. The Supplier agrees to support our efforts to protect any intellectual property rights and to sign any necessary documents.

13. Retention of title, ownership rights

13.1

The Supplier may render delivery subject to an ordinary retention of title. The retention of title shall not operate to secure receivables other than the purchase price for the specific goods, nor shall it extend to surrogates or other goods.

13.2

Any processing, mixing or combination (further processing) of items provided by the Supplier shall be performed for us as principal of the processing. The same shall apply to processing of the delivered goods by us such that we are deemed the manufacturer and shall acquire title in the product by no later than further processing in accordance with the relevant statutory provisions.

The parties agree that the Supplier shall store for us free of charge items owned by us and of which it acquires custody in the context of the delivery or further processing until we call for them.

14. Tools, drawings and documents

14.1

Tools provided by us shall remain our property; they may be used only for manufacture of the goods ordered by us. The Supplier shall insure any tools owned by us at the replacement value at its own expense against fire, water and theft-related damage and against machinery breakage. It shall take any and all measure necessary to protect our property.

14.2

If title in any and all tools that the Supplier manufactures or has manufactured for us does not already pass to us in the context of further processing, the Supplier agrees to procure title for us as soon as and provided that we pay for the manufacturing in accordance with the relevant agreement. The same shall apply to drawings and documents that the Supplier prepares in accordance with our

specifications. If we participate in a portion of the tool costs only, the Supplier shall grant us a joint ownership interest equivalent to the ratio of our share in the tools. It is hereby agreed that the Supplier shall store the tools, drawings and documents for us free of charge.

14.3

If the Supplier makes goods, tools or documents available to third parties, e.g. subcontractors, with our consent, the foregoing obligations shall apply to them as well (in particular sections 12, 13 and 14).

15. Confidentiality

15.1

We retain ownership and copyrights in images, plans, drawings, calculations, instructions, product specifications and other documents. Such documents shall be used exclusively for contractual performance. Documents shall be kept confidential *vis-à-vis* third parties, even after termination of the Agreement. No documents provided by us, particularly those mentioned in the order, may be reproduced or disclosed to third parties without our written consent. The employees and any relevant third parties shall be instructed accordingly by the Supplier and have relevant obligations placed upon them. The documents and aids shall be returned to us undamaged at any time upon request and no later, however, than upon delivery of the goods, or, if expressly agreed, shall be stored by the Supplier until revocation. The Supplier shall have no right of retention. The confidentiality covenant shall lapse only if and to the extent that the know-how in the documents provided has entered the public domain.

15.2

The Supplier may advise third parties of the business relationship in place with us only subject to our prior written consent.

16. Subcontracting

In case of commission contracts and contracts for work and services, the Supplier may not have our order executed by third parties, in whole or in part, without our prior written consent. We may rescind the Agreement and/or assert damages in accordance with the relevant statutory provisions in the event of even partial unauthorised subcontracting. In case of authorised subcontracting, the Supplier shall at our request prove that it has fully paid for the subcontractor's services or that relevant security (bank guarantee/joint guarantee) has been furnished. Otherwise we may withhold the relevant payment to the Supplier.

17. Minimum wage

17.1

The Supplier is obliged to pay its employees the standard Swiss wages for the sector; although at any rate the net minimum wage, insofar as a minimum wage of this nature has been established within the context of the rendering of the performance pursuant to Swiss federal legislation, Federal Council ordinances, collective bargaining agreements that have been declared generally binding as well as standard employment contracts pursuant to Art. 360a of the Swiss Code of Obligations ("CO"). The net minimum wage is the minimum wage less the sums payable by the employee for social insurance, possible withholding taxes and further employee contributions such as enforcement and further training cost contributions on the basis of collective employment agreements that have been declared generally binding, insofar as these are applicable within the context of the fulfilment of a purchase contract, contract for work, contract for work and materials (*Werklieferungsvertrag*) or a service contract.

Upon our request, the Supplier shall present a list detailing the wages of the employees deployed to render the performances, insofar as these are covered by the aforementioned rules, as well as written confirmations issued by the respective employees that they have received the wages specified in the list.

17.2

The Supplier shall indemnify us at first request against all claims by third parties (in particular the Supplier's employees or our contractors) in the context of a non-fulfilment or default of the obligation to pay the minimum wage. This shall also apply to all costs to us arising out of the assertion of claims by employees or third parties. This also includes legal costs for any necessary in-court or out-of-court legal defence if asserted.

17.3

The Supplier is obliged to subject any subcontractors to the documented payment of the minimum wage and to our indemnification to the same extent as itself in accordance with sections 17.1 and 17.2. In the event that the subcontractor itself uses subcontractors, it must ensure that all subcontractors are subject to the same obligations accordingly.

17.4

The Supplier is liable to us for all claims by third parties arising out of a non-fulfilment or default of the obligation to pay the minimum wage by any subcontractor.

18. Work on our factory premises

18.1

Entry onto our factory premises by third parties is generally prohibited.

There is an obligation to register with our plant security and the competent employee on the factory premises.

The factory premises must only be entered and left through specific entries and exits. To protect operational and personal property belonging to the employees of CABB AG and persons from outside of the company, any person from outside the company may be inspected when entering and leaving the factory premises.

Inspection takes place when inspection is displayed electronically at the factory portals. The inspection is triggered by a random generator. This ensures that no subjective decisions influence the random inspections. The respective inspection covers bags, pouches, backpacks and similar containers brought along.

Independently of the random samples, further inspections may be conducted if there is a sufficient suspicion of irregularities. If there is any such suspicion, the external persons are obligated to also permit searching of their tool box, motor vehicle and other containers in the scope of further inspection.

18.2

During work on our factory premises, our safety provisions (e.g. the guidelines on factory safety, safety instructions for third parties, disposal concepts, etc.) as well as the relevant provisions of employment law, in particular concerning adherence to working hours and rest hours, health and safety, must mandatorily be complied with and performance rendered in compliance therewith, and in the event of the hiring of subcontractors, their adherence thereto must be monitored. The safety provisions shall be explained to the Supplier by our plant security employee and furnished in writing.

18.3

Any external employee of the Supplier or its affiliated third parties shall require written approval to perform work on our factory premises.

18.4

We shall be liable only in case of wilful or grossly negligent conduct with regard to property of the Supplier or its staff brought onto our factory premises. We assume no liability for accidental deterioration or deterioration resulting from simple negligence or for accidental loss of title or loss of title resulting from simple negligence.

18.5

Third parties rendering performance on behalf of the Supplier and in its or their own name shall without exception enter into the same obligations as the Supplier itself. In case performance is rendered on our factory premises, we reserve the right, where applicable, to enter into additional agreements, particularly in relation to liability and safety. These shall then also apply for third parties

acting on behalf of the Supplier.

19. *Force majeure*, subsequent contractual amendment

19.1

Should an event of *force majeure* occur following conclusion of the Agreement (i.e., unforeseeable circumstances outside the control of the relevant contracting party, e.g. natural events, war, internal unrest, strikes, lock-out, sovereign decrees, etc.), this and the foreseeable duration of the event must be advised to the other respective contracting party without undue delay; otherwise it may not claim *force majeure*. Each contracting party may rescind the Agreement during the event.

Should we or our end consumers no longer have any use for a delivery prior to its being delivered due to an event of *force majeure* experienced by us or our end consumers, and should the Supplier be notified thereof, the Supplier shall only be entitled to compensation for the procurement and manufacturing costs it has already incurred. In this case we must without undue delay be reimbursed any additional down payments already rendered.

19.2

The Supplier may not perform modifications to the specifications and qualities, design, technology, formulation, etc. upon which our order is based without our prior written consent. We shall be under no obligation to approve proposed modifications, even if they would not be associated with exceeding of deadlines or excess costs.

20. Swiss statutory chemical regulations

20.1

The applicable Swiss statutory chemical regulations are applicable in accordance with the express reference in the order. The Supplier confirms that

- (1.) it knows its duties pursuant to the Swiss statutory chemical regulations, meets such duties and will do so in future,
- (2.) the substances, mixtures and products have been reported, registered and/or licensed in accordance with the provisions of applicable Swiss statutory chemical regulations;
- (3.) it shall make an up-to-date safety data sheet available at the latest together with the delivery of the goods.

20.2

In case a substance is included on the list of potential substances ("candidate list") for inclusion in Schedule XIV of the Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation") (see section 3 of the Swiss Ordinance on Risk Reduction related to the Use of certain particularly dangerous Substances, Preparations and Articles [ORRChem] in connection with annexure 1.17 ORRChem), the Supplier agrees

- (1.) to inform us without undue delay following receipt of written notification to this effect and
- (2.) to advise us without undue delay of the registration number issued by REACH IT together with the date of receipt.

Should the Supplier fail to meet its duties under the applicable Swiss statutory chemical regulations, we may at any time rescind the Agreement and/or individual orders. In addition, in the aforementioned case, the Supplier shall reimburse us any and all resultant costs including the purchase price for relevant products and any costs for collecting or returning the products. Our right to assert additional rights and claims shall remain unaffected.

21. Code of Conduct for Suppliers and Service Providers

21.1

The Supplier confirms that it has notice of our Code of Conduct for Suppliers and Service Providers and is bound by its stipulations.

21.2

Where the Supplier is permitted to engage a subcontractor under these Purchasing Terms, it may only select those subcontractors which undertake to comply with the stipulations of our Code of Conduct for Suppliers and Service Providers and they must bind any subcontractors engaged by them to this obligation.

22. Contract language, contractual interpretation

The contract language shall be German. Where these Standard Purchasing Terms require interpretation, the German text as original text alone shall control. Any translations into foreign languages shall be for information purposes only.

23. Place of performance

23.1

Place of performance shall be the destination specified by us, and, for payment, the principal's registered office, currently Pratteln/Switzerland. If no destination is designated, Pratteln/Switzerland shall also be place of performance.

24. Governing law

The contractual relationship shall be governed by the Swiss substantive laws, in particular the Swiss Code of Obligations. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (so-called Vienna Convention) shall be excluded.

25. Jurisdiction

Place of exclusive jurisdiction is principal's registered office, currently Pratteln/Switzerland. We are also entitled to bring suit in the Supplier's place of registered office.

26. Severability

Should individual provisions under these Standard Purchasing Terms be or become invalid, the validity of the remaining provisions shall be unaffected.

Invalid provisions shall be deemed replaced by valid provisions that are suitable for realising as far as possible the economic intent of the lapsed provision. The foregoing shall apply *mutatis mutandis* in case of a gap in these Standard Purchasing Terms.