

## 1. General

- 1.1. These general terms and conditions of purchase (the “General Terms”) shall apply exclusively to all Purchase Agreements (for Parts) entered into between Elinchrom SA, Avenue de Longemalle 11, P.O. Box 458, 1020 Renens, Switzerland (the “Purchaser”) and any supplier of Parts (the “Supplier”), hereafter mentioned together as the “Parties” or a “Party”).
- 1.2. **These General Terms shall apply to any offers, orders, agreements and any other contractual documents entered into between the Parties related to the purchase and delivery of goods or services performed by the Supplier in favor of the Purchaser, even if no specific reference is made hereto.**
- 1.3. **The general terms and conditions of the Supplier, as well as any similar contractual documentation provided by the latter, shall not apply. By accepting the Purchase Order, such as defined hereunder, the Supplier expressly waives its own terms and conditions and recognizes the full enforcement of these General Conditions, unless the Purchaser has explicitly accepted the application of the Supplier’s general terms and conditions in writing.**
- 1.4. **The Purchaser is entitled to withdraw at any time from a Purchase Agreement or any other contractual document if the Supplier expressly disagrees with these General Terms. Accordingly, any subsequent claims of the Supplier will be rejected.**

## 2. Definitions

- 2.1. Force Majeure: means all events which are beyond the control of the Parties, and which are unforeseen, unavoidable or insurmountable, and which were not known at the acceptance of a Purchase Order and which prevent total or partial performance by either Party. Such events shall include earthquakes, typhoons, floods, wars, epidemics, civil disturbances, and any other event which cannot be foreseen, prevented or controlled. For the avoidance of doubt, strikes, lock-outs or other industrial actions or disputes solely related to the Supplier and/or its subcontractors or agents shall not be deemed as events of Force Majeure.
- 2.2. Purchase Order: a Purchase Order is a document in paper or electronic form, issued by the Purchaser to the Supplier for the purchase of Parts.
- 2.3. Purchase Agreement: an agreement subject to the General Terms.
- 2.4. Tooling: means any and all tools, jigs, fixtures, dies, molds, patterns, models, templates, plans, drawings, gage and/or other equipment, including related software, specially manufactured or adapted for manufacture or quality control of the Parts.
- 2.5. Parts: means Parts that the Purchaser orders and the Supplier supplies to the Purchaser, including Services and Tooling.
- 2.6. Intellectual Property Rights: means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, trademarks, copyright, industrial design or subject to protection under the law as trade secrets and confidential information.
- 2.7. Services: mean services to the exclusion of any manufactured or produced Parts or Tooling that the Purchaser orders and the Supplier supplies to the Purchaser.
- 2.8. Technical Specifications: mean documentation provided by a Party describing the Parts’ shape, function, material content and/or any other requirement on such Parts.

### 3. Non-Exclusive Supply

3.1. The Supplier is not the exclusive supplier of the Parts delivered to The Purchaser.

### 4. Purchase Orders

**4.1. Purchase Orders are deemed to be accepted by the Supplier if the Supplier does not decline the acceptance of the Purchase Order in writing within five (5) working days from the receipt of the Purchase Order.**

**4.2. When accepted by the Supplier, the Purchase Order shall bind both Parties.**

4.3. Purchase Orders and any change thereto must be made in writing.

4.4. Offers, cost estimates, drawings, plans and similar preliminary work made and performed by the Supplier for the Purchaser shall trigger neither a right to be awarded a contract nor a compensatory claim.

4.5. The Purchaser is at any time entitled to correct manifest errors such as typos, errors in calculation and the like that may be discovered in Purchase Orders, any confirmation or similar papers.

4.6. Prior to any change of any ordered Part, including their manufacturing process, or ordered services, irrespective of whether the functionality of Parts is concerned, the Supplier shall obtain the written approval of the Purchaser.

### 5. Conformity With Order

5.1. The Supplier shall supply Parts to the Purchaser in accordance with the terms of the Purchase Order and, where applicable, with the Technical Specifications supplementing the Purchase Order.

**5.2. The Purchaser reserves at any time the right to modify the Technical Specifications of Parts it orders. Any change in price or other conditions resulting from this modification shall be agreed upon in writing prior to any change of production equipment and prior to the commencement of delivery by the Supplier of any modified good or service.**

### 6. Tooling

6.1. Where Tooling is owned by the Purchaser, the Supplier is responsible for marking Tooling as being owned by the Purchaser in such a way that the Purchaser's ownership is clearly shown and shall inform insurers as to the fact of the Purchaser's ownership. The Supplier shall establish a register, accessible to the Purchaser, of all Tooling and, upon the Purchaser's request, certify the Purchaser's ownership of the Tooling to third parties or to the Purchaser.

6.2. The Supplier may not use Tooling owned by the Purchaser for the production and/or supply of any Part to any other party. In addition, if the Purchaser has any Intellectual Property Rights in the Tooling, the Supplier may not use such Tooling for the production and/or supply of any Part to any other party in any territory.

6.3. The Supplier is solely responsible for:

6.3.1. Maintaining the Tooling, including its repair or replacement, in the condition necessary to produce the Parts in accordance with the terms of the Technical Specifications for the relevant Parts and be responsible for all wear and tear.

6.3.2. Housing the Tooling and insuring them against loss or damage, even such loss or damage occurs despite the Supplier's exercise of due care.

- 6.4. Tooling may not be destroyed or scrapped without the Purchaser's written consent. Tooling that is the subject of Intellectual Property Right may furthermore not be copied without the consent of the owner of such Intellectual Property Right.
- 6.5. In case of termination of a Purchase Agreement, the Purchaser is entitled, when the Tooling was directly manufactured by the Supplier, to acquire the ownership of all Tooling used by the Supplier solely for production of Parts delivered to the Purchaser and its affiliates, against payment of market value. The Supplier hereby certifies that it will at all times be able to fulfill its obligations in this respect.
- 6.6. If the Supplier enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent, the Supplier shall immediately inform the Purchaser thereof. The Supplier undertakes to assist the Purchaser in acquiring the Tooling belong to the Supplier which are necessary to manufacture the Parts. If the Tooling owned by the Supplier is covered by Intellectual Property Rights owned by the Purchaser, the Supplier shall immediately inform the trustee, receiver or other accredited person(s) of the Purchaser's Intellectual Property Rights to Tooling. The Supplier shall promptly return to the Purchaser all document transmitted regarding the development, the manufacturing and maintenance of the Tooling and the Parts (e.g. drawings, technical documents). Upon the Purchaser's request, all Tooling, drawings and other materials shall be returned to it.

## 7. Prices

- 7.1. The prices set out in a Purchase Order are **fixed prices**.
- 7.2. Unless otherwise agreed in writing in the Purchase Order itself, the prices are quoted Free-On-Board ("FOB") (according to the INCOTERMS, 2010). This means that the Supplier will pay for transportation of the Parts and goods to the port of shipment, plus loading costs. The Purchaser will pay cost of marine freight transport, insurance, unloading, and transportation from the arrival port to the final destination.
- 7.3. The Supplier undertakes to supply a complete cost breakdown (including but not limited to labor, material and amortization).
- 7.4. Furthermore, the Supplier shall, during the term of the Purchase Agreement, provide the Purchaser with Parts that are competitive in terms of price, quality, delivery and technical function. If the Purchaser considers that the Supplier's delivery of one or more Parts is no longer competitive in relation to price, quality, delivery and/or technical function even though the delivered Parts are in accordance with the terms of the Purchase Agreement, the Purchaser shall supply the Supplier with information supporting its belief. The Supplier and the Purchaser shall in good faith discuss how to make the Parts competitive. If the Parties are unable to arrive at a mutually acceptable solution within three (3) months after the Purchaser's notification, the the Purchaser shall have the right to terminate the Purchase Agreement insofar as it concerns the non-competitive Parts.

## 8. Execution, Delivery

- 8.1. Under the FOB terms (INCOTERMS, 2010), the Supplier shall deliver the Parts and goods on board the vessel nominated by the Purchaser at the named port of shipment, unless otherwise agreed in writing in the Purchase Order.
- 8.2. Unless otherwise agreed in writing in the Purchase Order, **the risk of loss of or damage to the Parts and goods passes when they are on board the vessel, and the Purchaser bears all costs from that moment onwards.**

- 8.3. The deliveries offered to the Purchaser shall include in any case all material, equipment, ancillary work and technical documents required for the complete performance under a Purchase Order even if such items are not specifically mentioned in the Purchase Order.
- 8.4. Dates and quantities confirmed in a Purchase Order are binding. The “Delivery date” specified in a Purchase Order shall be the date when the ordered Parts must at the latest leave the Supplier’s warehouse at the destination specified by the Purchaser in the Purchase Order.**
- 8.5. The Purchaser shall be informed by the Supplier of either the surplus or the shortage of each delivery via shipping advice prior to each delivery and it has the right to accept or refuse within three (3) working days quantity discrepancies.
- 8.6. The Purchaser is obligated to take over the quantities of Parts ordered.
- 8.7. Unless otherwise agreed in writing, the Supplier is not entitled to make part deliveries. Any extra costs resulting from part deliveries shall be borne by the Supplier.
- 8.8. The Supplier may only subcontract for the performance of a Purchase Order or parts thereof with the prior written consent of the Purchaser. In any case, the Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the Purchase Order.
- 8.9. Each delivery of Parts shall include (i) a detailed delivery note detailing the Purchase Order number, the type, size, quantity, country of origin, product number and part number, and (ii) a quality certificate if agreed to by the Supplier and the Purchaser.
- 8.10. Upon shipment of Parts, the Supplier shall provide the Purchaser with the documentation required for the taxation of the shipped Parts, as well as for complying with the applicable customs regulations.

## **9. Shipment of hazardous Parts**

- 9.1. Prior to confirming a Purchase Order, the Supplier shall check whether any ordered Parts or parts thereof have to be classified as hazardous goods according to the relevant laws and regulations (e.g. paints, adhesives, chemicals, inflammable, oxidizing, explosive, combustible, poisonous, radioactive, caustic, or self-heating goods). If an ordered good or parts thereof is classified as hazardous, the Supplier shall inform the Purchaser in writing.
- 9.2. The Supplier shall complete all necessary binding declarations correctly and shall return signed copies or originals, where applicable, of the binding declarations to the Purchaser.
- 9.3. The Supplier shall observe all relevant national and international laws and regulations for the shipment of hazardous Parts (e.g. UN/ICAD, IATA, EVO/RID, KVO/ADR), including the applicable laws and regulations of the recipient’s country.
- 9.4. The Supplier shall be liable for all costs or damages arising out of or in connection with incorrect binding declarations or non-compliance with applicable laws and regulations relating to hazardous goods.**

## **10. Late delivery**

- 10.1. If the Supplier realizes that an agreed delivery date cannot be met or the agreed quality cannot be maintained for whatever reason, it shall immediately inform the Purchaser in writing, stating the reasons and the expected duration of the delay.

**10.2. In the event that the Supplier exceeds the delivery date agreed in a Purchase Order, it shall pay to the Purchaser a lump-sum compensation of 0,5% of the total order value per calendar day, or any fraction thereof, of the delay, however, at most ten per cent (10%) of the total order value.**

**10.3. Following the fruitless expiry of a grace period set by the Purchaser, the Purchaser is entitled, irrespective of any other rights of the Purchaser, to rescind the Purchase Order, or to request performance of the Purchase Order. The Purchaser is also entitled to rescind the Purchase Order only to a part of the deliveries, whether delivered or not. The Purchaser may have any part of a Purchase Order that was not performed by the Supplier carried out by a third party at the cost of the Supplier.**

10.4. Acceptance of a late delivery or part delivery does not constitute a waiver of any rights or claims of the Purchaser arising from the late delivery.

## **11. Invoicing, Payments**

11.1. Invoices have to be submitted to the accounting department of the Purchase and to the Purchaser itself in duplicate. The invoices shall use the HS nomenclature and include the Purchase Order number, the date of the Purchase Order, the quantity of Parts ordered and delivered, the country of origin, the delivery note number, the date of delivery, the designation of the Parts with a goods / item / product / identification number of the Purchaser, and, in case of services, the relevant expenses, detailing wages, materials and value added tax separately.

11.2. Unless otherwise agreed in a Purchase Order, payments shall be made within thirty (30) days after complete delivery of the Parts provided that the Purchaser accepted the delivery without any objections and claims and received a properly issued invoice. To the extent that the Supplier has to furnish reports on material tests, inspection protocols, documents showing quality assurance or any other documentation, the delivery shall be deemed complete only after receipt of all such documents.

11.3. Payments shall not be deemed as acknowledgement that the good or service is in accordance with the Purchase Order or free of defects. In case that a good or service is defective or incomplete, the Purchaser may, without prejudice to any other rights of the Purchaser, withhold payment until all defects have been remedied or the delivery is complete, respectively.

11.4. The Supplier may assign any claims or amounts due only with the prior written approval of the Purchaser. The Supplier explicitly waives any right of retention, pledge, lien or other encumbrance whatsoever.

11.5. The Supplier or any other authorized party may not set off or net any amounts, on whatever legal grounds they are based, against claims vis-à-vis the Purchaser.

## **12. Place of Performance, Passing of the Risk, Retention of Title**

12.1. Unless otherwise agreed in writing in the Purchase Order, **the risk of loss of or damage to the Parts and goods passes when they are on board the vessel, and the Purchaser bears all costs from that moment onwards.**

**12.2. In case of deliveries including mounting / installation / assembly, the risk of accidental destruction or damage and accidental deterioration shall only pass to the Purchaser upon proper acceptance.**

12.3. The place of performance for the deliveries of the Supplier shall be the delivery address designated in the Purchase Order, in absence thereof the registered office of the Purchaser entity issuing the Purchase Order.

### **13. Acquisition of Ownership**

- 13.1. Unless otherwise agreed in writing in the Purchase Order, the ownership of the Parts and goods will pass to the Purchaser with the risk of loss, i.e. when the carrier takes possession of the goods.

### **14. Supplier's Production and Testing**

- 14.1. The Supplier shall in respect of design, development, production, installation and service comply with the applicable requirements of a quality system approved by the Purchaser.
- 14.2. The Supplier shall always strive to improve the production process. The Purchaser shall be entitled, after reasonable notification, to inspect the Supplier's production of any Part, perform tests and make other examinations at the Supplier's premises, including evaluating any risks for interruption in the supply of Parts as well as safety related issues. The Supplier warrants that it has obtained the same right for the Purchaser at the premises of its suppliers.
- 14.3. The Supplier shall, prior to commencement of serial production of a new or changed Part, manufacture and perform quality control of samples in accordance with the Purchaser's applicable requirements relating to testing from time to time.
- 14.4. Once a sample has been approved, alteration of the function, appearance, characteristics, material, production method, place of manufacture, Tooling or other equipment which may affect the Part, may be done only after written approval on each occasion from the Purchaser. Delivery may thereafter be made only after renewed approval of a sample.
- 14.5. The Purchaser's approval of samples shall not affect the Supplier's liability and obligations in accordance with the Purchase Agreement.
- 14.6. The Supplier has been selected by the Purchaser based on, inter alia, the Purchaser's expectations on the Supplier's ability to manufacture and deliver Parts with required quality and otherwise in accordance with the Purchase Agreement. Therefore, the Supplier may not relocate the production of a Part, wholly or partly, without the Purchaser's written consent. Such consent, if given, is without prejudice to the Purchaser's continued rights to require compliance by the Supplier with the Purchase Agreement. If, as a result of such approved relocation of the production of a Part, the Purchase agreement will be fulfilled by another entity than the Supplier, the Supplier shall ensure that such other entity accepts (prior or simultaneous to said relocation, naming the Purchaser as a third-party beneficiary in writing) to be bound, vis-à-vis the Purchaser, by all terms and conditions in the Purchase Agreement. The Supplier shall however also continue to be responsible for the fulfillment of the Purchase Agreement.

### **15. Warranty**

- 15.1. The Supplier guarantees and warrants that all contractual Parts comply with state-of-the-art technology, the relevant statutory provisions, standards, regulations, provisions and directives set forth by authorities as well as professional associations and trade associations. Furthermore, the Supplier guarantees and warrants that all Parts are free from defects comply with the requirements of the Purchaser and are suitable for the respective application purpose as well as the place of application.
- 15.2. The Supplier warrants that all Tooling delivered to the Purchaser (i) shall conform to the Technical Specifications, where applicable; and (ii) under this Purchase Agreement shall be free from defects in title materials, workmanship, manufacture and design and (iii) shall be fit and sufficient for their intended purpose,

including without limitation that they will be capable of producing the relevant Parts in the volume projected by the Purchaser.

**15.3. The inspection of the incoming ordered Parts by the Purchaser shall be restricted to an inspection whether the delivered Parts (i) correspond to the ordered quantities of the Parts, (ii) have apparent, externally visible transportation damages, and (iii) correspond to the ordered products and services (identity). For all the aforementioned defects, a complaint period of twelve (12) months shall apply running as from the delivery. For all other open defects as well as hidden defects, a complaint period of twelve (12) months upon discovery shall be effective. Any further obligations of complaint and inspection by the Purchaser are excluded.**

15.4. Defects, including non-conformity with guaranteed properties, must be eliminated by the Supplier immediately and cost-free upon request, including any additional costs, at the option of the Purchaser by means of rework or subsequent delivery (supplementary performance) or reimbursement by means of a credit of the purchase price or remuneration. In urgent cases or with small defects, the Purchaser may carry out the rework by itself or have it done by third parties, without restricting the rights of the Purchaser under this warranty. The Purchaser is entitled to invoice the costs for the rework from the Supplier.

15.5. After fruitless expiry of a period of grace set by the Purchaser for rework or supplementary delivery, the Purchaser is entitled to all statutory rights, especially withdrawal, reduction, reimbursement of expenses and compensation in damages instead of performance. The Supplier undertakes to compensate all damages accrued to the Purchaser through defective Parts even without a previously set deadline.

**15.6. The warranty period shall be twenty-four (24) months after delivery of Parts. This warranty period and any rights and claims of the Purchaser within this period shall not be limited by prescription which is explicitly extended to such period.**

## **16. Devices**

16.1. Tools, production machines, equipment, materials, samples, models, drawings, plans, patterns, information and other documents provided to the Supplier by the Purchaser for the execution of a Purchase Order (the "Devices") shall remain the property of the Purchaser. The Devices may only be used for the purpose specified by the Purchaser. The Supplier may not make available the Devices to any third party. Devices that are made at the expense of the Purchaser shall become the property of the Purchaser upon their payment.

16.2. All such Devices shall be marked in a suitable manner as property of the Purchaser and shall be protected against unauthorized inspection or use. They shall automatically be returned upon delivery or cancellation of the Purchase Order, free of charge, or shall be destroyed at the request of the Purchaser. The Supplier shall have no right of retention, pledge, lien or other encumbrance with regard to the Devices.

16.3. The Supplier is obligated to hand over to the Purchaser any and all receipts, confirmations and documents required to document the Purchaser's title to the Devices vis-à-vis third parties. If insolvency proceedings (bankruptcy, compromise, settlement or similar proceedings) are opened against the Supplier or if a petition to open insolvency proceedings is denied for lack of assets, the Supplier is obligated to advise the Purchaser thereof without delay and to take any and all measures required or helpful to assert the Purchaser's claims for separation and recovery of the Devices.

## **17. Product Liability**

17.1. Irrespective of any other obligations, the Supplier shall fully indemnify and hold the Purchaser harmless from and against any and all product liability claims of third parties with regard to the Parts supplied by the Supplier. The Supplier shall in any case be obligated to reimburse the Purchaser for any and all costs incurred by the Purchaser due to any claims raised against the Purchaser. The Purchaser is entitled to reimbursement of

all expenses that may arise in connection with necessary recalls of products. The Purchaser reserves the right to assert any further statutory claims.

- 17.2. The above provision shall also apply to the extent that delivered Parts are the result of goods or services originating from sub-Suppliers and sub-contractors of the Supplier.

## **18. Intellectual Property Rights**

- 18.1. The Supplier guarantees that the Parts are free of any third party intellectual property rights and that there are no other rights that restrict or exclude any use of the Parts. The Supplier guarantees that the delivery and use of the Parts does not violate any patents, design rights, copyright, trademark rights, licenses or other property rights of third parties.
- 18.2. The Supplier shall indemnify the Purchaser against any claims by third parties concerning violations of third party intellectual property and similar rights upon first request and shall bear all costs and expenses of the Purchaser arising out of or in connection with such claim.
- 18.3. The Purchaser is immediately entitled to obtain, at the Supplier's costs, the approval for using the respective Parts as well as a license for the use of the respective Parts from the third party holding such rights.

## **19. Confidentiality**

- 19.1. If, and for as long as, the Supplier and the Purchaser have not entered into a separate confidentiality agreement, the following provisions shall apply.
- 19.2. All information, equipment, know-how and technical documentation, including electronically stored data and computerized geometries, to which the Supplier or the Purchaser has obtained access pursuant to their mutual business relationships, shall be kept confidential and may not be used for any purpose other than for the performance of the afore-mentioned business relationships. Such information, equipment, know-how and technical documentation may not be shown to or in any other way communicated to or used by others than such personnel of either the Supplier or the Purchaser that are directly involved in the implementation of the deliveries to the Purchaser.
- 19.3. Furthermore, copying or reproduction of such information, equipment know-how and technical documentation is permitted only within the framework of either the Supplier or the Purchaser's obligations and with regards to the applicable intellectual property laws and regulations. However, the confidentiality undertaking outlined above shall not apply to such information, equipment, know-how, where applicable, (i) is known to the public other than by breach of this Agreement, (ii) can be demonstrated to have been in possession of the Supplier or the Purchaser before one received it from the other, and (iii) information which the Supplier or the Purchaser receive from a third party without restraints as to the disclosure thereof.
- 19.4. The Supplier may not make public the business relationship between itself and the Purchaser through advertising in any other way without the prior written consent of the Purchaser.
- 19.5. If it is mandatory or indispensable for the performance under a Purchase Order that information be passed on to a third party, the Supplier shall in advance impose confidentiality obligations at least as strict as under these General Terms on the third party in a legally binding manner.

## 20. Force Majeure

- 20.1. If an event of Force Majeure occurs, a Party's contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended, without penalty, for a period equal to such suspension.
- 20.2. The Party claiming Force Majeure shall promptly inform the other Parties in writing and shall furnish within ten (10) days thereafter evidence of the occurrence and expected duration of such Force Majeure.
- 20.3. In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure. If the consequences of the Force Majeure event continue for a period of thirty (30) days without a solution acceptable to both Parties, the Party that is not subject to Force Majeure shall be entitled to immediately terminate the relevant Purchase Agreement.

## 21. Termination of Purchase Order

- 21.1. **Irrespective of any other rights, the Purchaser may terminate a Purchase Order with immediate effect, if (i) the Supplier has committed a material breach of the Purchase Order or these General Terms; or (ii) bankruptcy proceedings have been initiated against the Supplier; or (iii) the opening of bankruptcy proceedings has been denied for lack of assets; or (iv) a petition for settlement proceedings has been filed.**
- 21.2. In the event of a termination of a Purchase Order in accordance with clause 21.1, the Purchaser may, at its sole discretion, either keep any Part against payment of a pro rata consideration or return the Parts at the Supplier's expense. The Supplier shall reimburse the Purchaser for any damages, loss or disadvantages sustained by the Purchaser due to the termination of the Purchase Order.
- 21.3. The Purchaser may cancel a Purchase Order at any time, in full or in part, even without any fault on the Supplier's part. In such case, the Supplier is only entitled to payment of any goods supplied and services provided up to the date of the cancellation of the Purchase Order, with proof of such supplies or services to be furnished to the Purchaser, but may not charge any lost profit. Any savings or benefits achieved or achievable by the Supplier shall be taken into consideration.
- 21.4. After having received notice of the cancellation of the Purchase Order, the Supplier is obligated to use its best efforts to minimize the costs.

## 22. Miscellaneous

- 22.1. All documents, correspondence and invoices of the Supplier relating to a Purchase Order shall include the Purchase Order number and the goods/item/product/identification number of the Purchaser. Notices, deliveries, invoices etc. without this information are deemed not to have been received by the Purchaser as they cannot be handled properly.
- 22.2. The Supplier shall annually provide The Purchaser with its annual report as soon as it is available. The Supplier shall furthermore on a regular basis provide The Purchaser with such further information that may be of importance for the Purchaser in order to evaluate the relationship with the Supplier and/or such information that the Purchaser reasonably may request, including but not limited to any information about the goods and/or the Supplier that may be needed to provide authorities as part of the Purchase Agreement.
- 22.3. The place of jurisdiction shall be Lausanne. However, the Purchaser may also take legal action against the Supplier at the Supplier's place of business.

**22.4. These General Terms and the legal relationship between the Supplier and the Purchaser shall be governed by Swiss substantive law to the exclusion of the international conflict of laws provisions thereof and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).**

22.5. If any provision of these General Terms is invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision that comes as close as possible to the intended objective and commercial purpose of the invalid provision.

22.6. Any modification of or amendment to these General Terms shall only be valid if confirmed in writing by The Purchaser