

# SwissP Defence AG

## General Terms and Conditions for Supply of Goods and Services

### A. SCOPE OF APPLICATION, CONTRACT

#### 1. Scope

- 1.1 These SwissP Defence AG ("SwissP") general terms and conditions for supply of goods and services ("GTC") shall govern the conclusion, content and performance of contracts regarding:
- (a) the supply of goods as well as the performance of work (the term "Scope of Supply" shall mean the goods to be delivered and/or the work to be performed); and/or
  - (b) the provision of services, such as, but not limited to, the carrying out of test shootings or the rendering of trainings.
- 1.2 These GTC shall be considered accepted if the contractual partner ("Customer") orders from SwissP, and reference is made to these GTC in the offer or in the order confirmation of SwissP.
- 1.3 General terms and conditions of the Customer (such as general terms and conditions of procurement) are explicitly excluded.

#### 2. Contract

- 2.1 The term "Contract" means the terms and conditions contained herein, together with (i) such additional terms as are stated within SwissP's offer, (ii) such specifications or other documents as are incorporated by reference within SwissP's offer, (iii) the Customer's order to the extent confirmed by SwissP, and (iv) any documents related to a change of the Contract.
- 2.2 SwissP's offer will be made in writing or electronically in text form. The offer is valid during the period mentioned therein.
- 2.3 The Contract is deemed to be concluded with the receipt by the Customer of an order confirmation of SwissP stating that SwissP accepts the order of the Customer ("order confirmation"). The order confirmation of SwissP must be made in writing or electronically in text form.

### B. SALE OF GOODS, PERFORMANCE OF WORK

#### 3. Delivery Terms

- 3.1 Delivery shall be made in accordance with the agreed commercial term, for the interpretation of which the Incoterms<sup>®</sup> of the International Chamber of Commerce (ICC) shall apply in the latest version issued by the ICC at the time the Contract is concluded pursuant to Section 2.3 of this GTC.
- 3.2 If no specific Incoterms' concept has been stated in the Contract or subsequently agreed by the parties, delivery shall be made (a) EXW (ex works; SwissP's plant, Allmenstrasse 160, industrial zone "Kleine Allmend", building 801, CH-3602 Thun) for deliveries within Switzerland, or (b) it will be made FCA (free carrier, SwissP's plant) for international transactions.

#### 4. Packaging

- 4.1 If no specific packaging has been agreed, SwissP will package the goods in an appropriate manner at its own expense.
- 4.2 Packaging shall be marked appropriately.
- 4.3 Packaging shall not be returnable. However, if the packaging is declared as SwissP's property, it shall be returned by the Customer, carriage paid, to the place of dispatch. If the Customer fails to do so, SwissP is to be reimbursed for the value of such packaging.

#### 5. Authorizations, Customs Formalities

- 5.1 With regard to official authorizations, such as, but not limited to, export, import and transit licences, as well as custom formalities, the provisions of the agreed commercial term shall be applicable in terms of responsibilities, allocation of costs etc.
- 5.2 The Customer shall, upon first request and at its own expense, provide to SwissP support with respect to any information or documentation such as,

but not limited to, end-user certificates, import licences, reseller declarations, that SwissP may request in order to obtain the necessary official authorizations. Customer is responsible for any delay caused by the fact that it does not comply with its obligations to cooperate in this respect.

- 5.3 The Customer recognizes that the supplies will be subject to Swiss and/or international export regulations (e.g. International Traffic in Arms Regulations; ITAR) and may not allowed to be exported without an export or re-export permit of the competent authorities. Customer undertakes to comply with all applicable export regulations and to obtain the required permits.
- 5.4 Insofar as the Customer provides goods for the performance of the Contract by SwissP, Customer keeps itself informed at all times about national and international export regulations and shall notify SwissP if the goods provided are subject to such export regulations in whole or in part.

#### 6. Delivery Time

- 6.1 SwissP shall make commercially reasonable efforts to deliver the Scope of Supply within the agreed delivery time.
- 6.2 The delivery time shall be deemed to be observed if by that time SwissP has sent a notice to Customer informing it that the Scope of Supply is ready for collection or dispatch, depending on the agreed commercial term.
- 6.3 The agreed delivery time will be accordingly extended if any delay is due to one or more of the following: (i) Changes, (ii) Force Majeure, (iii) Customer's failure to fulfill its contractual obligations, in particular failure to observe the payment terms, (iv) delay caused by end-user or any party engaged by Customer or end-user, (v) Customer's delay in providing any information or documentation required by SwissP for the performance of the Contract.
- 6.4 In the event of delayed delivery, Customer shall grant SwissP a reasonable extension of time. If such extension is not observed for reasons within SwissP's control, Customer may reject the delayed part of the Scope of Supply. If a partial acceptance is economically not acceptable on the part of the Customer, the latter shall be entitled to terminate the Contract and to claim refund of the money already paid against return of the supplies.
- 6.5 Any delay in delivery does not entitle the Customer to any rights and claims other than those expressly stipulated in this Section 6 (Delivery Time). This limitation does, however, not apply to unlawful intent or gross negligence on the part of SwissP, but does apply to persons employed or appointed by SwissP to perform any of SwissP's obligations.

#### 7. Acceptance

- 7.1 Depending on the agreed commercial term, Customer shall be obliged to collect the Scope of Supply after notification of readiness for collection or, to carry out the preparatory actions incumbent on Customer and to provide information that will enable delivery after readiness for dispatch is notified.
- 7.2 If, depending on the agreed commercial term, Customer does not collect the Scope of Supply within 30 days after readiness for collection is notified, or if the Scope of Supply cannot be delivered within 30 days after readiness for dispatch is notified for reasons within Customer's control, SwissP shall be entitled to store the Scope of Supply at the Customer's risk and expense and to claim compensation for the damage resulting from such delay, including additional expenses for storage, administrative costs, etc.

#### 8. Transfer of Title

- 8.1 Title to the Scope of Supply shall be transferred no earlier than upon receipt of the full payment in accordance with the Contract.
- 8.2 Customer will cooperate in any measures necessary for the protection of SwissP's title. Upon entering into the Contract Customer authorizes SwissP to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with the relevant national laws, and to fulfill the relevant formalities, at the Customer's expense.
- 8.3 During the period of the reservation of title, Customer shall, at its own cost, maintain the Scope of Supply and insure it for the benefit of SwissP against

destruction, loss and damage. Customer shall take all necessary measures to protect SwissP's property against destruction, loss or damage.

## 9. Transfer of Risk

- 9.1 Risk of destruction, loss and damage to the Scope of Supply shall pass to the Customer upon delivery as per the agreed commercial term.
- 9.2 If a delay in delivery is caused by Customer, end-user or any third party engaged by Customer or end-user, the risk to the Scope of Supply shall pass to the Customer at the time originally foreseen for its delivery.

## 10. Price and Taxes

- 10.1 Unless otherwise agreed, the Contract price is exclusive of sales, excise duties, value added tax, sales taxes or similar taxes and duties.
- 10.2 With respect to the Scope of Supply or any part thereof to be delivered by SwissP within nine (9) months after the Contract conclusion, the agreed prices shall be fixed prices. However, with respect to the Scope of Supply or any part thereof to be delivered as agreed after said period, SwissP expressly reserves the right to increase the agreed prices if, at the time of their procurement, the purchase prices for one or more required materials (such as, but not limited to, brass, propellants, primers and lead) and/or components (such as, but not limited to, bullets and cases) have increased by more than five percent (5%) compared to the date of SwissP's offer. In such event, the price of the Scope of Supply may be increased in proportion to the price increase of the material or component concerned, however, taking into account the value of that material or component in relation to the total value of the Scope of Supply. In the event of a delay in delivery, no such price increase shall be made in favor of SwissP for the duration of the delay provided, however, that the delay in delivery is attributable to SwissP.
- 10.3 If the cost to SwissP of performing its obligations under the Contract should be increased after the date of SwissP's offer by reason of the making of any amendment of any law, order, or regulation, the amount of such increase shall be added to the Contract price or refunded by the Customer.

## 11. Payment Terms

- 11.1 SwissP is entitled to receive payment of the Contract price according to the agreed payment terms.
- 11.2 Payment terms shall be as specified in the Contract. If the Contract does not specify the payment terms, SwissP may issue the invoices as follows: for one third ( $\frac{1}{3}$ ) of the Contract price after receipt of its order confirmation by Customer, for one third ( $\frac{1}{3}$ ) of the Contract price after expiration of half of the delivery time, and for one third ( $\frac{1}{3}$ ) of the Contract price after delivery.
- 11.3 Payments shall be made net, without any deductions, within thirty (30) days after the date of SwissP's respective invoice.
- 11.4 If the Customer does not adhere to the agreed payment terms, it shall be in default without any reminder notice and shall be liable for default interest at a rate of five per cent (5%) p.a. with effect from the date on which payment was due. SwissP's right to claim further damages is expressly reserved.
- 11.5 If the parties agreed on providing a Letter of Credit ("L/C") by the Customer in favor of SwissP, such L/C shall be irrevocable and extendable and be notified by a Swiss bank acceptable to SwissP. Payments under such L/C shall be made at sight against presentation of SwissP's invoice together with the bill of lading, airway bill or warehouse receipt, as applicable, or whatever documents as have been agreed between the parties. The Customer shall bear any and all costs associated with the issuance, amendment and notification of such L/C.
- 11.6 If the agreed advance payment or L/C are not provided in accordance with the Contract, SwissP shall be entitled to adhere to or withdraw from the Contract, and shall in both cases be entitled to claim damages.
- 11.7 If Customer is in delay with a further payment, SwissP, without being limited in its rights provided for by law, shall be entitled to refuse further performance of the Contract and to retain the supplies until new terms of payment and delivery will have been agreed and until SwissP will have received satisfactory securities. If such an agreement cannot be reached within a reasonable time, or if SwissP does not receive adequate securities, SwissP shall be entitled to withdraw from the Contract and to claim damages.

## 12. Inspection and Acceptance Tests

- 12.1 Upon delivery, Customer shall inspect the Scope of Supply.
- 12.2 Any claims for damage, errors in shipping or rejection of the Scope of Supply, or portion thereof, must be made by Customer in writing and in sufficient detail

within fourteen (14) days following the date of delivery or such claims are waived and the Scope of Supply shall be deemed to be irrevocably accepted by Customer. The Customer's sole remedy for such claims shall be the repair or the replacement of the Scope of Supply. After expiration of the fourteen (14) day period, the Customer shall only be entitled to warranty claims in accordance with Section 13 (Warranty) hereto.

- 12.3 The execution of formal acceptance tests, as well as the stipulation of the terms and conditions related thereto (including, but not limited, to place of acceptance testing, applicable acceptance criteria, recording etc.) require a special agreement between the parties.
- 12.4 Unless otherwise agreed in the Contract, costs related to inspections or tests of the goods shall be borne by the Customer.

## 13. Warranty

- 13.1 Subject to Section 13.2 below SwissP warrants that the Scope of Supply:
- will be of the kind and quality as described in the Contract; and
  - will be free of defects in workmanship and material; and
  - to the extent required for the functioning of the Scope of Supply, will be free of defects in design.
- 13.2 SwissP provides no warranty for material or design to the extent that such material or design has been provided or determined by the Customer, the end-user, or a third party engaged by the Customer or the end-user.
- 13.3 Unless otherwise agreed, the warranty period ends on the earliest of the following dates: (i) after twelve (12) months from delivery of the Scope of Supply in accordance with Section 3.1 hereto, or (ii) in the event that delivery is delayed or impeded for reasons beyond SwissP's control, after twelve (12) months from the date of SwissP's notification that the Scope of Supply is ready for dispatch. Longer warranty periods in accordance with the technical specifications incorporated by reference within SwissP's offer remain reserved; this applies in particular to warranties for ammunition.
- 13.4 The warranty applies to defects which the Customer notifies during the warranty period in accordance with this Section 13.4. If the Scope of Supply fails to meet the requirements set out in Section 13.1 hereto, the Customer shall give written notification to SwissP. Such notification must be made within fourteen (14) days following the detection of the defect and state the reasons therefor in sufficient detail. If Customer fails to notify a defect as stated above, it shall lose its right to have the respective defect remedied.
- 13.5 If the Scope of Supply fails to meet the requirements set out in Section 13.1 hereto, SwissP shall, at its own choice, repair or replace the faulty or defective part of the Scope of Supply. Repair shall be carried out at SwissP's place of business unless SwissP finds it appropriate to have the repair carried out where the Scope of Supply is located. The Customer shall make the Scope of Supply, or the defective part thereof, available for correction. SwissP shall be liable for SwissP's own costs incurred as a result of such repair or replacement only. Any transportation of the supplies to and from SwissP in connection with the remedying of defects shall be at the risk and cost of the Customer who shall follow SwissP's instructions in this regard.
- 13.6 Replaced parts shall become the property of SwissP unless SwissP expressly foregoes this.
- 13.7 The warranty period of parts repaired or replaced in accordance with Section 13.5 hereto shall commence on the date of completion thereof and shall continue for a period of six (6) months or until the end of the initial warranty period established in Section 13.3 hereto, whichever is the later. In any event such extended warranty period shall not exceed six (6) months after the end of the initial warranty period established in Section 13.3.
- 13.8 The warranty shall terminate if the Customer, in a warranty case, does not immediately take all appropriate steps to mitigate damage and give SwissP the possibility to remedy the defect.
- 13.9 The warranties shall not apply if the defects cannot be proved to be a failure to meet the requirements set out in Section 13.1 hereto. Such exclusions from warranty shall include, without limitation, the incorrect use, failure to observe SwissP's instructions, incorrect or negligent handling or storage, conditions more severe than or different from those defined in the specifications or deficiencies resulting from other reasons beyond SwissP's control.
- 13.10 With respect to defects of any kind, Customer shall not be entitled to any rights and claims other than those expressly stipulated in this Section 13 (Warranty). Other or further claims related to defects are excluded.

## C. PROVISION OF SERVICES

### 14. Execution of Services

- 14.1 SwissP shall render the services in accordance with the agreed statement of work and the generally accepted professional standards.
- 14.2 SwissP is entitled to subcontract third parties for the execution of the services. In the event SwissP subcontracts third parties, SwissP remains responsible towards the Customer for the provision of the services.
- 14.3 Customer agrees that SwissP shall have the right, in its sole discretion, to replace its personnel or subcontractors who are assigned to provide the services. SwissP agrees to notify Customer before such replacement if such notice is possible. In the event Customer believes that any of SwissP's personnel or subcontractors is failing to perform the services in a satisfactory manner, Customer shall notify SwissP immediately as to the reasons for such failure. Upon receipt of such notice, the parties shall mutually determine an appropriate solution which may include the replacement of personnel or subcontractors.
- 14.4 If services are to be executed in the Customer's country, the Customer shall keep such locations in a safe condition and observe the applicable health and safety regulations and standards. The Customer shall give SwissP's personnel all instructions necessary in this regard, and SwissP shall make sure that its personnel will follow such instructions reasonably given.

### 15. Duty to Cooperate

- 15.1 The Customer shall, at its own costs and in good faith, be obliged to support SwissP in the execution of the services.
- 15.2 In particular, the Customer undertakes to provide SwissP in a timely manner with the complete documents, information, approvals, rights of access and use required for the provision of the services.

### 16. Place and Time of Performance

- 16.1 Unless otherwise agreed, the place of performance of the services shall be SwissP's plant CH-3602 Thun.
- 16.2 The agreed time of performance is considered kept if, until its expiry, the services agreed upon have been provided. In all other respects Section 6 (Delivery Time) of these GTC shall apply correspondingly.

### 17. Remuneration and Expenses

- 17.1 The type and amount of the remuneration to be paid for the provision of services is determined by the Contract. Unless otherwise agreed, the remuneration shall be owed on a time and material basis at the usual rates applicable at SwissP at the time of invoicing. In addition to the remuneration, the Customer shall reimburse SwissP for its reasonable expenses in connection with the provision of the services, including, without limitation, accommodation-, board-, travel- and out-of-pocket expenses.
- 17.2 The remuneration shall be deemed to be net, excluding any taxes and duties; the provisions of Section 10 (Price and Taxes) of these GTC shall apply accordingly. Unless otherwise agreed, SwissP shall be entitled to receive payment after performance of the services; in all other respects Section 11 (Payment Terms) of these GTC shall apply accordingly.

### 18. Termination of Service Contract

- 18.1 The service contract may be terminated by either party at any time (Art. 404 para. 1 of the Swiss Code of Obligations; CO). However, if Customer terminates the contract at an inopportune juncture, Customer shall be obliged to compensate SwissP for the damage caused (Art. 404 para. 2 CO).
- 18.2 In the event of termination, SwissP shall be entitled to remuneration for the services already provided.

## D. COMMON PROVISIONS

### 19. Changes

- 19.1 Each party may at any time request the other party to amend the Contract, in particular with regard to design, drawings, specifications, delivery modalities, delivery times as well as additions, replacements or reductions of the Scope of Supply or the service to be provided (hereinafter "Changes").
- 19.2 Within a reasonable time after receipt of a request for a Change by Customer, SwissP will advise Customer what amendments to the Contract, if any, may be necessary due to such requested Changes.

- 19.3 The parties shall agree on an equitable amendment to the Contract as soon as possible. Such agreement shall be made in writing or electronically in text form. If such agreement should not be reached within sixty (60) days after a Change has been requested, SwissP shall be entitled to continue with the performance of the Contract without the requested Change.

### 20. Force Majeure

- 20.1 SwissP shall not be liable for, or be deemed to be in breach of the Contract as a result of any delay in performing or failure to perform its obligations where that delay or failure is caused by any event of Force Majeure.
- 20.2 "Force Majeure" shall mean any event or circumstance which is beyond the reasonable control of SwissP, including, but not limited to, epidemics, mobilisation, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, serious breakdown in the works, accidents, strikes or labour conflicts, actions or omissions by domestic or foreign authorities or state or supranational bodies (such as non-issuance or revocation of export, import or transit licences as well as trade restrictions, including embargoes), acts of God, acts of the Customer or the end-user, late or deficient delivery by suppliers of raw materials, semifinished or finished products, the need to scrap important work pieces, shortage of energy, delays in transportation or inability to obtain the necessary labor or materials from usual sources.
- 20.3 In the event of delay in performance due to an event of Force Majeure, the agreed delivery time, or the agreed time of performance of services respectively, will be extended to reflect the length of time lost by reason of such delay (includes recovery therefrom). However, payment obligations of the Customer shall not be affected by events of Force Majeure.
- 20.4 If an event of Force Majeure continues for more than six (6) months, either party may terminate the Contract upon seven (7) days written notice to the other party. In such event, SwissP shall be entitled to be remunerated for the work performed until the date of termination. The amount of remuneration owed by the Customer for such work performed shall be determined on the basis of the contractual price agreement. The Customer, for its part, shall be entitled to receive the goods and works paid for by the Customer.

### 21. Documentation Provided by Customer

- 21.1 SwissP shall not be responsible for the completeness, correctness, plausibility or suitability of technical documentation provided by the Customer, the end-user or a third party engaged by the Customer or the end-user. Accordingly, SwissP shall not be obliged to examine such documentation and to notify the Customer of any shortcomings with regard thereto.
- 21.2 SwissP shall not use technical documentation received from Purchaser for any purpose other than to fulfill the Contract.
- 21.3 Customer confirms that Customer is fully authorized to use or grant permission to use the technical documentation provided to SwissP for the performance of the Contract by SwissP or its subcontractors. In case the Customer would not be authorized to order said performance from SwissP without violation of intellectual property rights of third parties, the Customer shall inform SwissP without any delay. In this case, SwissP may stop the work until the approvals needed for the performance have been obtained.

### 22. Intellectual Property

- 22.1 Any know-how, inventions, patents, copyrights and other intellectual property rights owned by SwissP and provided by SwissP or used for or developed by SwissP in the performance of the Contract shall remain or become the sole property of SwissP and no ownership shall be transferred to Customer, Customer's customer or end-user with respect thereto. However, the end-user shall be granted the non-exclusive right to use said know-how and intellectual property, however, strictly limited to the operation, maintenance and repair of the Scope of Supply, which right shall not include the use of said know-how and intellectual property for the reproduction of the Scope of Supply or parts thereof. With regard to services, the non-exclusive right to use said know-how and intellectual property is limited to the purpose of the contract.
- 22.2 SwissP's copyrighted material shall not be copied by Customer except for archiving purposes or to replace a defective copy.
- 22.3 SwissP shall make its reasonable endeavors to ensure that the Scope of Supply or services provided, respectively, shall not infringe any intellectual property rights of third parties. In the event of any infringement of intellectual property rights relating to the said Scope of Supply or services provided, SwissP may, in its sole discretion, procure the right to use the Scope of Supply or service provided without impairing its suitability, or modify or replace it so that it is rendered non-infringing. The obligations of SwissP set forth herein are contingent upon (i) SwissP receiving prompt written notice from Customer of

such infringement, (ii) the right of SwissP to settle or defend, and (iii) SwissP receiving assistance from Customer in the defense.

- 22.4 The obligation of SwissP stipulated in Section 22.3 above shall not apply to (i) the Scope of Supply manufactured according to Customer's design or using Customer's documentation, (ii) services provided in accordance with Customer's instructions or using Customer's documentation, (iii) the use of the Scope of Supply or service provided in conjunction with any other product or service in a combination not furnished or performed by SwissP as part of the Scope of Supply or service provided (iv) products fabricated by using the Scope of Supply or service provided. As to any such equipment, service, product, part or use in such combination, SwissP assumes no liability whatsoever for infringement of intellectual property rights of third parties.
- 22.5 With respect to the infringement of third party's any intellectual property rights Customer shall not be entitled to any rights and claims other than those expressly stipulated in Section 22.3 above. Other or further claims are excluded.

### 23. Exclusion of Further Liability

- 23.1 All remedies of the Customer, irrespective on what ground they are based, are exhaustively covered by these GTC. In particular, any claims not expressly mentioned for damages, price reduction, termination of, or withdrawal from the Contract, are expressly excluded. Unless otherwise expressly mentioned in these GTC, Customer is not entitled to claim damages, neither based on contractual or non-contractual liability nor based on any other reason whatsoever. This refers to all types of damages that may be suffered by Customer, such as, but not limited to, loss of profit, interruption or loss of production, loss of use, loss of business or opportunity, punitive damages, special damages, incidental damages, consequential damages, and any other direct or indirect damages, whatsoever. Liability is also excluded for compensation claims from third parties against the Customer for infringements of intellectual property rights.
- 23.2 This exclusion of further liability does not apply to gross negligence or willful misconduct on the part of SwissP. However, this exclusion does apply to gross negligence or willful misconduct of persons employed or appointed by SwissP to perform any of SwissP's obligations. Moreover, this exclusion of further liability does not apply as far as it is contrary to mandatory law.

### 24. Confidentiality

- 24.1 Either party (with respect to the disclosed information, the "Disclosing Party") may provide confidential information to the other party (with respect to the received information, the "Receiving Party").
- 24.2 "Confidential Information" means any technical, commercial, financial or other information in oral, written, visual, electronic, or any other form which is marked or designated as confidential, secret, proprietary or similar or which must reasonably be understood to be confidential or which may otherwise be considered confidential. However, "Confidential Information" does not include information that (i) is or becomes generally available to the public without action by the Receiving Party, or (ii) is or becomes available to the Receiving Party on a non-confidential basis from third parties who are under no obligation of confidentiality to the Disclosing Party, or (iii) has been independently developed or is subsequently developed by the Receiving Party without reference to the Confidential Information, or (iv) is required to be disclosed by order of a competent court or governmental authority.
- 24.3 The Receiving Party undertakes (i) to use Confidential Information only for the performance of the Contract or the operation, maintenance or repair of the Scope of Supply or the agreed use of the service provided, respectively, (ii) to keep the Confidential Information confidential and to take reasonable precautions to prevent unauthorized disclosure, access or use, and (iii) not to disclose the Confidential Information to third parties without the prior written consent of the Disclosing Party. However, the Receiving Party shall be entitled to disclose the Confidential Information to its personnel and consultants, or, if applicable, its subcontractors and their personnel or consultants, for the performance of the Contract or for the operation, maintenance and repair of the Scope of Supply or the agreed use of the service provided, respectively, provided that such persons are bound by confidentiality obligations at least equivalent to those under this Section 24.
- 24.4 The provisions of a separate non-disclosure agreement concluded between the parties remains reserved.

### 25. Miscellaneous

- 25.1 In case of an inconsistency between the documents within the Contract, the following order of priority shall apply:
- latest version of the documents constituting a Change within the meaning of Section 19 of these GTC;
  - version of the Customer's order to the extent it has been confirmed by SwissP in the form as defined in Section 2.3 of these GTC and all documents incorporated therein by reference;
  - SwissP's offer and all documents incorporated therein by reference;
  - these GTC.
- 25.2 In the event that individual provisions of the Contract are or become invalid, this shall not affect the validity of the other provisions of the Contract. Such invalid provision shall be replaced by a valid provision covering the original commercial intention as far as legally possible.
- 25.3 To be valid, amendments to the Contract must be made in writing or electronically in text form.
- 25.4 Each party will not assign or transfer any of its rights or obligations under the Contract to a third party without the prior written consent of the other party. SwissP's affiliated companies shall not be considered third parties. However, such restriction shall not apply in instances where SwissP requires part of its work to be undertaken or supplied by subcontractors or sub-suppliers.

### 26. Jurisdiction and Applicable Law

- 26.1 The exclusive place of jurisdiction shall be 3602 Thun, Switzerland. SwissP shall, however, be entitled to alternatively sue the Customer at the latter's registered office.
- 26.2 The Contract shall be governed by the laws of Switzerland to the exclusion of its rules on conflict of law. The application of the UN Convention on the International Sales of Goods (CISG) dated April 11, 1980, is excluded.