

1. Conclusion of Contract

- 1.1 These Conditions of Purchase apply exclusively to all orders placed by us. Any contracts which we enter into are subject to the express condition that the supplier consents to these Conditions of Purchase in their entirety; in accepting our order the supplier consents to these Conditions of Purchase in their entirety. The supplier's terms and conditions of supply will only apply in lieu of our own terms and conditions of business subject to our express written confirmation.
- 1.2 Our Conditions of Purchase apply even if we take delivery from the supplier without reservation although we know that the supplier's terms and conditions are at variance with or differ from our terms and conditions of purchase.
- 1.3 Our Conditions of Purchase will also apply to all future deliveries.
- 1.4 We only have a legal obligation – also with regard to the scope and subject of the delivery – once we have placed our written order by e-mail, fax or electronically. We will not be bound by our order unless we receive the supplier's acceptance of the order in writing, by e-mail, fax or electronically within 14 days calculated from the date of our order, confirming the price and delivery time stated in our order.
- 1.5 Only the drawings which accompany the orders, if any, are valid. The supplier will examine these order documents with each order or individual call-off order.
- 1.6 Framework orders do not oblige us to purchase goods; only our individual call-off orders are binding offers to purchase specific goods.
- 1.7 Collateral agreements, additions and amendments are only binding subject to our written confirmation. Any waiver of this written-form requirement must meet the written-form requirement.
- 1.8 Occurrences of force majeure, including but not limited to strikes, natural disasters, unrest, war, sanctions, embargoes, epidemics, pandemics, actions and measures by public authorities, etc., transport disruptions, lock-outs, unforeseen shortages in raw materials, auxiliary materials, energy or manpower, other disruptions to our own suppliers' operations or obstructions to operations for which we do not bear responsibility which cause an interruption or restriction to our production or prevent us from accepting the goods ordered as agreed will release us from our obligations under the contractual relationship with suppliers for the duration thereof and to the extent of their impact, provided that we cannot remedy such disruption using reasonable means. If such occurrences last for longer than three months, each party is entitled to terminate the contract with a notice period of two weeks or to withdraw from the contract. Such notice of termination or withdrawal must be given in writing no later than three months after the start of the occurrence.

2. Price

- 2.1 The price stipulated in the confirmed order will be deemed to be a fixed price for the entire term of the contractual relationship. Unless otherwise agreed in writing, the supplier will bear all ancillary costs (such as packaging, transport and insurance costs, costs of import/export permits, certification and any other costs), charges, taxes, customs duties and any other levies and other costs related to delivery to the place of delivery.
- 2.2 The supplier is not entitled to increase the prices after conclusion of contract, **not even as a result of changed or unforeseeable circumstances.**

3. Delivery, Delivery Time and Packaging

- 3.1 The delivery must conform with the order in terms of design, scope and scheduling, in particular the delivery must conform with the released samples and must be executed by the date stipulated. The supplier will fall into default automatically on expiry of the delivery date, without any reminder being necessary. We are not obliged to take receipt of part shipments or excess deliveries.
- 3.2 Unless otherwise agreed, delivery and transfer of risk will take place according to DDP at the place of delivery named in the order (Incoterms 2020). If no place of delivery is specified in the order, Croglio, Switzerland, will be deemed the place of delivery.
- 3.3 In the event of delay in delivery or full or partial non-performance the supplier will indemnify us any damage resulting therefrom. However, without any obligation to provide proof of damage and irrespective of whether the supplier is at fault, we may in any event demand 1 % of the value of the delayed portion of the shipment for each full week of delay, up to a maximum of 5 % of the value. We are entitled to claim a contractual penalty in addition to performance; this right is deemed to have been asserted in good time if declared to the supplier within 14 calendar days at the latest, calculated from the actual receipt of the performance. Further, we reserve the right to claim a higher default loss, in which case the above amount will be deducted. In any case, we are also entitled to assert other statutory default rights, including without limitation terminating the contract and demanding compensation if a reasonable deadline has been set and expired without result.
- 3.4 The supplier is responsible for the professional packaging of the goods to ensure they are adequately protected from damage, moisture and other external influences during transport and storage. The supplier will choose the packaging, marking and labeling of the goods in such a way that they comply with the legal provisions at the place of performance and – if agreed – with any additional requirements from us. The supplier will ensure the use of environmentally friendly packaging (in particular with regard to material and volume).

- 3.5 The supplier may not make any changes to the goods supplied and to the agreed specifications without our prior written consent, nor may it make any other changes that affect the performance or properties of the goods supplied. The supplier must inform us if there are opportunities to make improvements and technical modifications. The supplier will notify us in writing without undue delay if it has reservations about the type of execution of the goods supplied that we may have requested.

4. Terms of Payment

- 4.1 Invoices and other documentation must be submitted stating the delivery date, our order number and the drawing number with the reference number of the goods supplied, preferably in electronic form to the address specified by us to the supplier for this purpose, otherwise as originals per post.
- 4.2 Unless otherwise agreed, payment will be made, at our discretion, either within 14 days less a discount of 3 % or within 30 days net of receipt of invoice or receipt of the goods whichever is later. Default requires a reminder of the supplier, however, in any case, default will at the earliest begin 45 days after receipt of invoice. Under no circumstances will default begin earlier than 45 days after receipt of the goods at our premises.
- 4.3 The supplier may not assign its claims against us or allow them to be collected by third parties without our prior written consent.
- 4.4 We may withhold payment in whole or in part pending remedy of defects in the goods in a delivery; the amount withheld may be at least twice the amount needed to remedy the defect. We also have all statutory rights to refuse performance.
- 4.5 Where we make payments, this will not constitute acknowledgement that goods and services rendered comply with the terms of the contract. We reserve all rights, including without limitation the rights associated with defects.
- 4.6 The supplier may not offset against our claims or refuse to perform or withhold performance unless the supplier's claims are undisputed or have been ruled final and absolute by a court.
- 4.7 If, after the respective conclusion of contract, we become aware of circumstances which (i) give rise to the suspicion that the financial situation of the supplier has deteriorated compared to its financial situation known to us at the time of the conclusion of contract, or (ii) which reduce the creditworthiness of the supplier, we are entitled, also subsequently, to demand that the supplier provide security, e.g. a bank guarantee, to secure any advance payments made by us.

5. Defects in Goods Supplied

- 5.1 An initial sample/initial supply inspection report must accompany the very first shipment of goods supplied.
- 5.2 The supplier will perform an outgoing goods inspection. Upon receipt of the goods, we will verify compliance with the quantity ordered and check for obvious outward signs of transport damage or obvious defects. If, in so doing, we discover any damage or defect, we will report this within 14 calendar days of receiving the goods. If a defect becomes apparent later, we will report it within 14 days of discovery. We are not obliged to carry out a more thorough incoming goods inspection. Failure to carry out the inspection/and or report of a defect within the aforementioned periods will not cause us to forfeit our defect rights; however, we will bear any additional costs caused by the late carrying out of the inspection or reporting of the defect. In this respect, the supplier waives the defense of late notification of defects.
- 5.3 In the event of non-performance or faulty performance of contract, or any other breach of duty by the supplier, the supplier will compensate us for all damage arising directly or indirectly therefrom. In the case of delivery of defective goods, we may – without prejudice to further statutory and contractual claims – at our own discretion demand either the remedy of the defect (subsequent improvement) or delivery of an item free of defects (replacement delivery). If the supplier does not comply with the chosen type of subsequent performance within the reasonable deadline set, we are entitled to remedy the defect ourselves or to have it remedied by a third party and demand reimbursement from the supplier of the expenses required for this. The setting of a deadline will not be required, in particular, if subsequent performance by the supplier is unreasonable for us (in particular, due to particular urgency, risk to operational safety or impending occurrence of disproportionate damage) or has failed. Subsequent performance will also include the removal of the defective goods and the reinstallation of the item free of defects, including the costs required for this, provided the goods were installed in another item or attached to another item by us or our customer in accordance with their type and intended use. In all other respects, the supplier's warranty obligation (including compensation) and liability will be at least as provided for by statute. In any event, the supplier will be liable for all quality and legal defects in respect of the goods supplied, for the absence of agreed attributes or attributes which are essential for the goods to be fit for purpose and breach of ancillary duties of care and information.
- 5.4 The limitation period for all claims for defects is 36 months from the date on which we receive the delivery unless a longer period is stipulated by statute. The limitation period for replacement or subsequently improved parts will begin anew on delivery of the replacement or on conclusion of the subsequent improvement.

- 5.5 Where goods are returned and replacements or subsequently improved goods are supplied, the supplier will bear the risk and all associated transport costs, fees, taxes, and all other costs and levies. The supplier will reimburse us for costs which we incur for subsequent inspecting and sorting faulty goods. This will also apply if a latent defect is not discovered until the goods have been put to use.
- 5.6 The supplier will indemnify us on first request completely for warranty claims under sales law and product liability claims and manufacturer's liability claims in respect of products which we resell without substantial modification. In all other cases the supplier will indemnify us completely for warranty claims under sales law and all product liability and manufacturers liability claims which are attributable to the goods supplied by the supplier. This indemnification obligation will also apply in particular if claims are asserted against us by third parties under domestic or foreign laws. Where claims are asserted against us by third parties, and we provide warranty or render compensation the supplier will refund our losses and costs including the actual legal expenses.
- 5.7 The supplier's obligations under 5.6 will continue to apply after expiry of the warranty and limitation periods between ourselves and the supplier and will only be excluded where claims were asserted against us solely because we granted third parties a warranty over and above statutory requirements. We can also bring legal action against the supplier in the cases set out in 5.6 before the respective foreign court at which action has been brought against us by a third party.
- 5.8 In case and to the extent we are obliged to recall products owing to a defect in the supplier's goods or where a product recall is in the interest of the supplier, the supplier will bear the costs thereof. If more than one party is responsible for the costs, those parties will be jointly liable to us.
- 5.9 After giving prior notice, we and our customers may enter the supplier's production premises and the production site during normal operating hours to inform ourselves at appropriate intervals about the supplier's manufacturing procedures and ascertain whether the supplier is complying with its contractual obligations. Prior notice will be at least 3 working days. In so doing, we will respect the supplier's need for confidentiality. The supplier will ensure that, on request, we and our customers can also carry out the measures set out in 5.9 at sub-contractors and the supplier's own suppliers.
- 6. Production Materials and Drawings**
- 6.1 We will be entitled to all intellectual property rights and copyrights to all Production Materials such as models, samples, tools, molds, gauges, drawings and the like („Production Materials“) which a) are provided by us, b) are paid for by us, or c) are manufactured by the supplier according to our specifications. The supplier will assign to us free of charge any intellectual property rights and copyrights that it may have accrued in relation to such Production Materials. The supplier is entitled to use the Production Materials exclusively for the contractual performance and free of charge during the respective term of contract. For this purpose, the supplier will receive a non-exclusive right to use our trademark, patent, utility model, design and other intellectual property rights as well as copyrights („Proprietary Rights“) limited to the scope of use required in each case for the contractual performance. The supplier may not sublicense, transfer, assign or otherwise dispose of the rights of use granted to it in respect of our Proprietary Rights.
- 6.2 Production Materials, which we have provided, which we have paid for in whole or in part, or which have been manufactured by the supplier according to our instructions may not be sold, pledged or otherwise passed on to third parties or used by the supplier for its own purposes without our prior written consent. The same will apply to any other items produced using such Production Materials.
- 6.3 If Production Materials have been manufactured in whole or in part at our expense, the supplier will transfer the title in such to us. Instead of handing over the Production Materials, the supplier will carefully store and insure them for us so that they may be used at any time. The Production Materials may not be used by third parties or for the supplier's own purposes. If these Production Materials no longer assure the required quality, the supplier will repair or remanufacture them at its own expense. We are entitled to demand the return of these Production Materials from the supplier without additional costs after performance has been carried out or otherwise at any time for good cause (e.g., in the event of delivery difficulties for which the supplier is responsible or repeated poor quality in the supplier's performance), without the supplier being entitled to a right of retention.
- 6.4 Once our order has been executed, the Production Materials provided by us or manufactured for our account will be returned or released to us on request.
- 6.5 Material we have provided to the supplier for executing the order will remain our property, be clearly marked as such and stored separately and free of charge. If such material is processed or transformed with other items which do not belong to us such processing or transformation will be deemed to be carried out on our behalf. The supplier will keep any new item produced using material provided by us safely for us free of charge. Where the supplier acquires title as a result of the material provided being processed or transformed, the supplier will transfer such title to us here and now without this giving rise to any liability on our part; we hereby accept this transfer of title. If such material is processed or transformed with items which are not owned by the supplier, we will have joint ownership in the resultant new item in the ratio of the value of the material provided by us

- and processed or transformed to the value of the other processed or transformed items at the time of processing or transformation. Where the supplier acquires title here, the supplier will transfer our share in the title to us here and now without this giving rise to any liability on our part; we hereby accept this transfer of title. If the material provided is irreversibly mixed or combined using other items which we do not own, we will acquire joint ownership in the new item in the ratio of the value of the material provided to the other mixed or combined items at the time of mixing or combining. If the mixing or combining process takes place in such a way that the supplier's item must be regarded as the principal item, the parties will be deemed to have agreed that the supplier will transfer joint ownership in the new item to us in the ratio of the value of the material provided to the other mixed or combined items at the time of such combining or mixing. We accept such transfer. The supplier is not authorized to dispose of the material provided by us in a legally binding manner. The supplier must notify us in writing without undue delay if the material which we have provided or a newly manufactured item, in which we have (joint) ownership, or Production Materials are attached, seized as part of the insolvency estate, or otherwise impaired by third parties, providing the necessary information and deeds (such as attachment reports) to enable us to bring action under Art. 242 Swiss Debt Collection and Bankruptcy Act (SchKG) seeking to have such property excluded from the insolvency estate or to initiate opposition proceedings under Art. 106 ff. Swiss Debt Collection and Bankruptcy Act (SchKG) or legal recourse subject to whatever foreign law is applicable. If the third party is unable or is not obliged to reimburse us for in-court and/or out-of-court costs of such action, the supplier will be liable for our loss.
- 6.6 Where we consent to drawings, calculations and other technical documents this will not affect the supplier's sole responsibility for the agreed performance. This also applies to any proposals and recommendations which we may make. Amendments discussed between the supplier and us with regard to the goods supplied must be confirmed in writing; any deviation from this written form requirement must also be in writing. If this is not carried out, the supplier will bear sole responsibility for the modification. Modifications which do not pertain to the goods supplied will be subject to 6.6 sentence 1, too.
- 7. Material Compliance**
- 7.1 The supplier warrants that all the goods to be supplied by it fully comply with the requirements of Directive 2011/65/EU („RoHS“) as amended from time to time. This also applies, in particular, to goods that are not subject to the legal scope of RoHS and also if the supplier is not the manufacturer of the goods it supplies or does not have its registered office in the territorial scope of the RoHS Directive. Excluded from this are exclusively those goods where the materials are completely and clearly specified by us. In addition, the supplier undertakes to provide us with complete information on the use of RoHS-regulated substances as well as on the use of approved exemptions to the goods delivered in the form requested by us.
- 7.2 The supplier warrants that all goods to be supplied by it comply without restriction with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council („REACH Regulation“), as amended from time to time, and that it will make and maintain the necessary registrations of the goods within the applicable time limits. The supplier is also obliged to inform us without being asked about the use of substances in its goods that are subject to the REACH Regulation. This applies in particular to the use of substances that are on the „Candidate List of Substances of Very High Concern for Authorization“ (<https://echa.europa.eu/de/candidate-list-table>) current at the time of delivery, if they are contained in a concentration of more than 0.1 percentage by mass (w/w) per product. The information must include at least the name, the CAS no. and the concentration of the substance in the article in mass percent. The obligation expressly applies even if the supplier's registered office is not within the territorial scope of the REACH Regulation.
- 7.3 In addition, the supplier warrants compliance with the „FAULHABER Conflict Minerals Policy“ (available at www.faulhaber.com) and is obliged to provide us upon request with the necessary information in the form requested.
- 7.4 The supplier is obliged to provide us upon request with further necessary information on the substances in the goods delivered by it in the form requested by us or in another suitable form or to procure this information itself within its supply chain, provided this is reasonable for the supplier. The information and data on certain substances are necessary for us, in particular, if (i) we need them to fulfill our own customers' requests for information to comply with local laws or other binding regulations applicable to our customers, or (ii) this information is required by us to comply with international regulations on substance restrictions and bans.
- 8. Supply Chain Due Diligence**
- 8.1 Where applicable, the supplier is obliged to reasonably comply with the due diligence requirements of the Supply Chain Due Diligence Act (LkSG) of the Federal Republic of Germany, as amended from time to time.
- 8.2 Regardless of whether the supplier falls within the scope of the German Supply Chain Due Diligence Act (LkSG), the supplier must always fulfill the following duties of care:
- (a) The supplier will take such measures that will enable it to prevent, eliminate or minimize the extent of human rights and environmental risks or violations if the supplier has caused or contributed to such risks or violations within the supply chain. Such risks are, in particular: child labor, forced labor, disregard for occupational health and safety obligations

and freedom of association, unequal treatment in employment, the withholding of an adequate wage, and the use of mercury, persistent organic pollutants and hazardous waste.

- (b) The due diligence duties include, in particular, the setting up of a risk management system, performing risk analyses, taking preventive and remedial measures, and the setting up of a complaints procedure by the supplier.
- 8.3 The supplier will endeavor to oblige its own suppliers and sub-contractors to the same extent.
- 8.4 Upon request, the supplier will confirm to us compliance with the due diligence duties incumbent upon it and provide evidence of such with the appropriate documentation. We have a right to verify whether the supplier is complying with the duties in 8.1 to 8.3 using own employees or third parties by means of an onsite audit and/or other suitable measures once a year and, in addition, any time there is sufficient reason for us to do so. The supplier must provide reasonable access to the relevant areas and documents. The inspection may only take place during the supplier's business hours and may not interfere with the supplier's business operations. We will give the supplier reasonable prior notice of the audit.
- 8.5 Sufficient reason within the meaning of 8.4 means cases where we are required to assume that the risk situation at the supplier or at the supplier's own suppliers or subcontractors has changed or increased significantly.
- 8.6 To the extent that there are no legal obligations to disclose, the parties will comply with the data protection provisions applicable in the specific case and will also oblige third parties engaged by the respective receiving party accordingly.
- 8.7 If the supplier breaches an obligation under 8.1 to 8.3, we may set the supplier a reasonable deadline to end the breach and/or otherwise remedy the breach. If the supplier does not end the breach or provide other remedy within the deadline and provide us with appropriate evidence of such, we may terminate the contract with immediate effect. The supplier is not entitled to any remuneration, compensation or other claims arising from or in connection with such termination.

9. Confidentiality

- 9.1 Unless we have concluded a separate non-disclosure agreement with the supplier which will take precedence, the supplier is obliged to keep confidential the Confidential Information within the meaning of 9.3 which becomes known to it in the course of its business relations with us. The supplier may use this Confidential Information solely for the purpose of fulfilling the contractual relationship with us. The supplier is obliged to protect this Confidential Information from access and knowledge by third parties, in particular by taking the appropriate technical and organizational measures, and must oblige its employees and vicarious agents, if any, involved in providing the contractual services, to maintain secrecy and provide protection accordingly.
- 9.2 The obligations under 9.1 apply for the duration of each contract or its execution and for a period of five years after it has come to an end. If Confidential Information constitutes business secrets within the meaning of the respective applicable law, the obligations under 9.1 above will apply for as long as the Confidential Information constitutes business secrets within the meaning of the respective applicable law.
- 9.3 „Confidential Information“ in terms of these Conditions of Purchase will mean any written, verbal, electronic, visual or any other tangible or non-tangible notices, documents, materials or other information from us, in particular, our data, Proprietary Rights, know-how, technical and non-technical information, Production Materials, specifications, prices and other business-related information, including all reproductions of such, which are disclosed or otherwise made accessible to the supplier in connection with the deliveries under these Conditions of Purchase, regardless of whether these are explicitly identified as being „confidential“ or „proprietary“ or whether they must be regarded as such by reason of our intention for them to be kept confidential owing to the nature of the information or for some other reason.
- 9.4 Information will not be deemed Confidential Information to the extent the supplier can prove that such information:
 - a) was generally known or freely accessible to the public at the time it was disclosed or made accessible;
 - b) became generally known or freely accessible to the public after the time it was disclosed or made accessible without any direct or indirect breach of a confidentiality obligation towards us;
 - c) was disclosed or made accessible to the supplier by an authorized third party outside the scope of a confidentiality obligation towards us after the time it was disclosed or made accessible;
 - d) was created or developed by the supplier without using or referring to our Confidential Information;
 - e) was expressly marked or described by us in writing as not confidential; or
 - f) the supplier was obliged to disclose the information by virtue of final and absolute court order or regulatory action.
- 9.5 Our orders are also to be treated confidentially. The supplier may only name us as a reference to third parties with our prior written consent.

10. Other Obligations of the Supplier

- 10.1 The supplier always requires our prior written consent to subcontract some or all of the contractual performance or to instruct a temporary work agency.

- 10.2 Where applicable, the supplier must comply with the terms of the German Minimum Wage Act (MiLoG) and the German Act on the Posting of Workers (AeNTG) each as amended from time to time, and in particular to pay its employees the statutory minimum wage. If claims are filed against us on the basis of the provisions of the German Minimum Wage Act (MiLoG) or the German Act on the Posting of Workers (AeNTG) by employees of the supplier or its sub-contractors or a temporary work agency, the supplier will indemnify us from liability and reimburse us for any costs we incur from such claims.
- 10.3 The supplier is obliged to take out product liability insurance in an appropriate amount which is valid worldwide (incl. USA & Canada) for its legal and contractual obligations existing in connection with the delivery and to maintain this insurance during the entire delivery relationship. On request, the supplier must provide corresponding proof of the insurance.
- 10.4 The supplier undertakes to observe our Code of Conduct (<https://www.faulhaber.com/de/ueber-faulhaber/code-of-conduct/>), as amended from time to time, which constitutes an integral part of the business relationship and to also impose these obligations on its sub-contractors and own suppliers. In addition, both the FAULHABER Drive Systems Supplier Handbook and the FAULHABER SA Supplier Handbook, as amended from time to time, shall be subject matter of the supply contract. The supplier handbooks are accessible at any time in our supplier portal and will also be made available to the supplier upon request.

11. Export Control

- 11.1 The supplier will comply with all the requirements of applicable national and international customs and foreign trade laws and ensure that any sub-contractors of the supplier also comply with the regulations.
- 11.2 The supplier will provide us in writing without undue delay, no later than two weeks after receipt of the order, and in the event of changes to the order, with all the information and data that we require to comply with the applicable regulations for export, import and re-export, in particular:
 - for goods from Germany and other countries with export lists: the export list number according to Annex AL to the German Foreign Trade and Payments Regulation (AWV) or comparable list items of relevant export lists;
 - for US goods, the ECCN (Export Control Classification Number) pursuant to US Export Administration Regulations (EAR);
 - the non-preferential origin of its goods and their constituent parts, including technology and software;
 - whether the goods were transported through the USA, manufactured in the USA or stored or manufactured using US technology;
 - the customs tariff number/commodity code according to the International Convention on the Harmonized Commodity Description and Coding System (HS Nomenclature);
 - the country of origin (non-preferential origin) and, if required by us, supplier declarations on preferential origin (for European suppliers) or certificates on preference (for non-European suppliers).
- 11.3 Our obtaining of the information set out in 11.2 does not relieve the supplier of the sole responsibility for applying for and obtaining the respective official permits for the export and import of the goods to us or for our benefit, unless expressly provided otherwise in the order.
- 11.4 In the event of a breach by the supplier or one of its sub-contractors of the applicable provisions of national and international customs and foreign trade laws, the supplier will compensate us for all damage arising from the non-compliance for which it or its subcontractor is responsible and will indemnify us in full against all claims by third parties.

12. Severability; Written Form

- 12.1 If any provision of the contract (including these Conditions of Purchase) is or becomes invalid or void in full or in part, this will not affect the validity of the remaining provisions. The parties hereby agree that a clause which is invalid or which becomes invalid in the course of the contract should be replaced by a clause which – in economic terms – comes closest to the meaning of the invalid clause.
- 12.2 Where the contract or these Conditions of Purchase stipulate compliance with written form requirements, unless otherwise stated, electronic transmission will be deemed to comply with written-form requirements provided it permits the content of the statement to be recorded permanently.

13. Place of Performance and Place of Jurisdiction, Applicable Law

- 13.1 Place of performance and place of subsequent performance for all liabilities of the parties related to the entire contractual relationship is the respective place of delivery specified in our order. If no place of delivery is specified in the order, Croglia, Switzerland, will be the place of performance and place of subsequent performance.
- 13.2 All contractual and business relations between ourselves and the supplier (including these Conditions of Purchase) will be subject solely to Swiss law, excluding the rules concerning a conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.3 The sole place of jurisdiction for all disputes arising in connection with all contractual and business relationships between ourselves and the supplier (including these Conditions of Purchase) will be Croglia, Switzerland. However, we reserve the right to assert claims against the supplier at any other competent court.