

## **General Terms and Conditions of Purchase of ALSO**

### **1. Object**

1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "GPC") govern the general aspects of the business relationship for all deliveries (including licences, goods, works) and services (hereinafter collectively referred to as "Services") of the Supplier to ALSO Schweiz AG (hereinafter referred to as "ALSO").

1.2. The services shall be agreed by written acceptance of the offer by ALSO or the mutual signing of contractual documents between the parties. These GPC are an integral part of the corresponding contracts. Where reference is made below to "contract", this refers to the aforementioned contractual documents and these GPC.

1.3. The supplier's general terms and conditions or terms of delivery are explicitly excluded.

1.4. Deviations from these GPC must be expressly designated as such in the request for quotation or in the tender documents or in the offer. They must be mentioned in the contractual document in order to be valid

1.5. In the event of contradictions between the terms and conditions of the contractual components, the contractual document shall take precedence over the terms and conditions of these GPC. These GPC shall take precedence over the offer and the offer shall take precedence over the specifications or the request for quotation. The parties reserve the right to make deviating agreements in the contractual document.

1.6. If it is necessary for the provision of services by the Supplier that ALSO or its customers accept the licence or terms of use of a third-party product in their own name, the Supplier shall disclose this in the contract and have the corresponding licence or terms of use approved by ALSO prior to conclusion of the contract.

### **2. Offer from the supplier**

2.1. The offer, including presentations, shall be free of charge. If the quotation differs from the quotation request, this shall be expressly indicated in the quotation.

2.2. The offer is binding for the period stated in the request for quotation. In the absence of such information, a period of at least three months from receipt of the offer shall apply.

2.3. Until the contract is signed or the offer is accepted, ALSO may terminate the contract negotiations or the corresponding invitation to tender without financial consequences.

### **3. Services of the supplier**

3.1. The supplier shall provide the services in accordance with the provisions of the contract and in accordance with the recognised and current state of the art.

3.2. The Supplier warrants that it and/or its services fulfil the applicable laws and regulatory requirements, in particular with regard to data protection, safety, environmental protection and health requirements as well as export and import regulations. It shall provide the necessary evidence at any time at ALSO's request.

3.3. The Supplier shall endeavour to fulfil its services even if ALSO does not meet its contractually agreed obligations to provide materials, support and cooperate. In this case, the Supplier shall inform ALSO immediately in writing and set a reasonable deadline for the subsequent fulfilment of the obligations to provide, support and cooperate that have not been fulfilled or have not been fulfilled properly, and shall indicate what consequences are to be expected for ALSO in the event of non-fulfilment within the set grace period.

3.4. The supplier shall provide ALSO with complete documentation, including operating and installation instructions and the necessary product safety certificates. Unless otherwise agreed, the documentation must be provided at least in German.

3.5. At ALSO's request, the Supplier shall organise training courses for ALSO. The type and scope as well as any remuneration shall be agreed separately.

3.6. Insofar as the contract does not contain any concrete specifications, the supplier is free in how to organise the provision of services. However, it is obliged to coordinate with other parties involved and ALSO if the project in question makes this necessary.

### **4. Place of fulfilment**

4.1. Unless otherwise agreed, the place of installation or delivery mentioned in the contract document shall be the place of fulfilment. In the absence of this, the registered office of ALSO

4.2. A delivery of goods from outside Switzerland is made under DDP (Incoterms 2020).

4.3. Benefit and risk shall pass to ALSO upon acceptance of the delivery or acceptance of the work at the place of fulfilment.

## **5. Involvement of third parties / deployment of personnel**

### **5.1. Involvement of third parties**

5.1.1. The involvement of third parties (subcontractors, sub-suppliers, etc.) by the Supplier and their replacement shall only be permitted with the prior written consent of ALSO, whereby this consent may only be refused for good cause.

5.1.2. The Supplier shall remain responsible and liable to ALSO for the provision of the services even if third parties are involved. The Supplier shall ensure that all subcontracts awarded are structured in such a way that the Supplier can fulfil its obligations to ALSO without restriction.

### **5.2. Staff deployment**

5.2.1. The Supplier shall only use carefully selected, trustworthy, well-trained personnel or other auxiliary persons who are suitable for the fulfilment of the contract. At ALSO's request, the Supplier shall replace within a reasonable period of time any personnel who do not have the necessary expertise or otherwise impair the fulfilment of the contract.

5.2.2. The Supplier undertakes to have all necessary authorisations for its activities and the deployment of its personnel or third parties engaged by it for the duration of the provision of services and to comply with all applicable laws.

5.2.3. The supplier shall make the necessary registrations for itself and its personnel with the tax authorities and social security organisations. ALSO shall not owe the Supplier or its personnel any social benefits (AHV, IV, ALV, etc.) or other compensation benefits (in the event of accident, illness, disability, death, etc.).

5.2.4. When deploying foreign nationals, the Supplier undertakes to obtain all necessary work and residence permits before commencing the provision of services and to present them at ALSO's request.

5.2.5. In the case of on-site assignments, the Supplier undertakes to comply with all operational regulations brought to its attention by ALSO or its customers.

5.2.6. In cases where ALSO considers there to be an increased need for protection (e.g. personal data), ALSO may require the service provider to provide documents relating to further investigations into the employees it employs (e.g. extract from the criminal record). Details shall be regulated in the contract.

## **6. Remuneration and expenses**

6.1. The remuneration shall include all services to be provided by the Supplier, in particular installation, testing and documentation costs, costs for instructions, expenses and ancillary costs, licence fees (including those of any third parties), packaging, transport and insurance costs as well as public charges (e.g. advance recycling fees and customs duties) excluding any Swiss VAT.

6.2. If the services are subject to Swiss VAT, the supplier shall issue its invoices in accordance with the provisions of the Swiss VAT Act.

6.3. The Supplier shall issue an invoice to ALSO after acceptance or delivery. In the event that payment for the services is made on a time and material basis, ALSO shall owe payment on a monthly basis for the work performed. Invoices must be issued on the basis of approved reports according to the actual expenditure incurred. Reports must be submitted to ALSO for approval before invoicing. The payment period is 30 days net from receipt of the invoice.

6.4. The Supplier undertakes to notify ALSO in writing if it is foreseeable that an agreed cost estimate will be exceeded. The notification must be made at the latest before 80% of the cost estimate has been reached. The notification must contain information on the reason for the expected overrun as well as information on the additional expense. The supplier must take all necessary measures to ensure that the original cost estimate can be met.

6.5. If a cost ceiling has been agreed, this shall be regarded as a binding upper price limit.

## **7. Duty to inform**

7.1. The Supplier shall inform ALSO promptly of all circumstances, developments, incidents (in particular also cyber incidents) and findings that may be of significance for ALSO or its customers in connection with the fulfilment of the contracts or for the contractual relationship as a whole, insofar as this does not conflict with any statutory or contractual confidentiality obligations.

7.2. The Supplier shall inform ALSO as early as possible in advance of any plans for changes to the provision of services or the discontinuation of services, in particular if the changes only take effect after the next possible cancellation date.

## 8. Acceptance procedure

### 8.1. General

8.1.1. If results are the subject of the contractual services, the Supplier's obligation to perform shall only be fulfilled upon acceptance of these results by ALSO

8.1.2. The parties agree on the schedule for acceptance. If the contract does not contain any deadlines with regard to acceptance, the supplier must provide the results for acceptance in good time so that commissioning of the results can be ensured in accordance with the agreed overall planning.

8.1.3. The parties agree on the acceptance criteria. If the contract does not contain any specifications according to which acceptance is to take place, the acceptance criteria result from the contractual service descriptions themselves. In the absence of a detailed service description, the acceptance criteria are based on the intended use.

8.1.4. The Supplier shall inform ALSO in good time of its readiness for inspection. A record of the examination and its results shall be drawn up and signed by both parties.

8.1.5. If the parties agree to accept partial results, such acceptance shall be subject to final acceptance. Any declarations by ALSO in connection with the acceptance of partial results and the payment of invoices shall not constitute legally binding acceptance. Acceptance of the delivered concept is also exclusively subject to feasibility, which is checked as part of the final acceptance.

8.1.6. If no acceptance test is carried out, the delivery items shall be deemed to have been accepted once they have been successfully used in production for at least 60 days.

### 8.2. Failure of acceptance

8.2.1. If the acceptance test reveals at least one significant defect, acceptance shall be postponed. The Supplier shall rectify the defects identified within a reasonable period of time and make the delivery item concerned available again for acceptance by ALSO.

8.2.2. If a further acceptance test reveals at least one significant defect, ALSO shall be entitled to withdraw from the contract. Alternatively, ALSO may adhere to the contract and withdraw from the affected part of the service. In addition, ALSO shall have the right to continue to insist that the Supplier rectify the significant defects, to make a deduction from the remuneration corresponding to the reduced value or to request the source code and/or the necessary documents and documentation and to carry out the

corresponding measures itself or have them carried out by a third party at the Supplier's expense and risk.

8.2.3. Non-significant defects shall not entitle ALSO to refuse acceptance, but these defects must be rectified by the Supplier within a reasonable period set by ALSO.

## 9. On-call time, response time, fault rectification time and availability

Unless otherwise agreed, the Supplier shall guarantee its availability and provide its services at least during the following operating hours: Monday to Friday, 08.00 - 17.30h (CET), excluding Swiss public holidays. The response time for fault reports during the on-call time begins with the receipt of the fault report and is a maximum of 4 hours. The period for successful fault rectification during the on-call time begins with the receipt of the fault report and is a maximum of 8 hours. Availability at least 99.5 % of the operating time per year, including any maintenance interruptions.

## 10. Warranty / Warranty rights

### 10.1. General

10.1.1. The Supplier warrants that its services have the agreed material and legal characteristics required for the intended use and that they comply with all warranties and agreed specifications. The Supplier shall provide its services professionally and with due care. For maintenance and care services as well as operating services (incl. XaaS), the supplier also guarantees compliance with the agreed service levels.

10.1.2. The warranty rights shall expire within two years of acceptance of results or acceptance of deliveries, in the case of standard software within 180 days of commissioning.

10.1.3. The deadlines for spare parts shall begin anew after the rectification of reported defects. Claims for fraudulently concealed defects may be asserted for ten years from delivery or acceptance.

10.1.4. Defects must be reported within 60 days of discovery. ALSO shall set the Supplier a reasonable deadline to remedy the defect.

10.1.5. ALSO reserves the right to assert claims for damages in any case.

### 10.2. Warranty rights for the purchase of goods and licenses

10.2.1. In the event of a defect, ALSO shall have the option of making a deduction from the remuneration corresponding to the

reduced value, withdrawing from the contract in whole or in part or demanding defect-free goods free of charge (replacement delivery). Replacement deliveries must be made with goods of the same type with the same or a newer version with guaranteed compatibility. The Supplier shall generally deliver a replacement delivery to the desired place of delivery within a period of five working days from notification by ALSO. If the Supplier is unable to meet the deadline for a replacement delivery, it must inform ALSO of this in writing without delay.

### **10.3. Warranty rights for maintenance and care services and operating services**

In the event of a defect, the consequences shall be governed by the provisions for services under a contract for work and labour (in accordance with clause 9.4), whereby the right to extraordinary full or partial termination shall take the place of withdrawal from the contract.

### **10.4. Defect rights for contractual services**

10.4.1. If there is a defect, ALSO may demand rectification free of charge. The supplier shall rectify the defect within a reasonable period depending on the cause of the defect and shall bear all resulting costs. If the defect can only be remedied by a new production or reprogramming, the right to rectification shall also include the right to new production or reprogramming.

10.4.2. If the Supplier has not carried out the requested rectification, or has not done so successfully or within a reasonable period of time, ALSO may, at its discretion, either (a) make a deduction from the remuneration corresponding to the reduced value or (b) demand the handing over of the source code and/or the necessary documents and documentation and carry out the corresponding measures itself or have them carried out by a third party at the Supplier's expense and risk or (c) withdraw from the contract in whole or in part in the event of significant defects.

### **10.5. Legal warranty**

10.5.1. The supplier guarantees that its services do not infringe any third-party property rights. The supplier shall immediately defend against third-party claims for infringement of industrial property rights at its own expense and risk. If a third party initiates legal proceedings against the Supplier, the Supplier must inform ALSO immediately in writing. If a third party asserts the claims directly against ALSO or its customers, the Supplier shall participate in the dispute at ALSO's first request in accordance with the possibilities offered by the relevant procedural rules. The Supplier undertakes to bear all costs (including compensation for damages) incurred by ALSO or its customers as a result of litigation and any out-of-

court settlement of the legal dispute. In the event of an out-of-court settlement, the supplier shall assume the agreed payment to the third party if the supplier has agreed to this in advance.

10.5.2. If ALSO or its customers are prevented from using the contractually owed services in whole or in part due to third-party property right claims, the Supplier shall have the choice of either modifying its services in such a way that they do not infringe any third-party rights and still correspond to the contractually owed scope of services or procuring a licence from the third party at its own expense. If the Supplier does not implement any of these options within a reasonable period of time, ALSO may withdraw from the contract with immediate effect. The Supplier shall indemnify and hold ALSO and its customers harmless. Insofar as ALSO or its customers are themselves responsible for the infringement of property rights, claims against the Supplier shall be excluded.

## **11. Default**

11.1. The Supplier shall automatically be in default if it fails to meet the deadlines agreed in the contractual document as the reason for default. In all other cases, default shall occur after the expiry of a reasonable grace period set by ALSO in a written reminder (e-mail is sufficient).

11.2. If the supplier is in default, it shall owe payment unless it can prove that it is not at fault. The payment amounts to 0.2% of the total remuneration per day of delay (0.2% of an annual remuneration in the case of recurring remuneration), up to a maximum of 10% of the total remuneration or an annual remuneration per case. It is also owed if the service is accepted without reservation. This payment shall not release the Supplier from its contractual performance obligations or from compensation for further damages. The payment shall be credited against any compensation payment in connection with the default in accordance with clause 15 of these GPC, but shall be owed in the event of default irrespective of the award of damages by a competent court.

11.3. If ALSO does not fulfil its obligations on time, the parties shall endeavour to make up any arrears. If this is not possible, missed deadlines caused by ALSO shall result in the postponement of the corresponding deadlines.

## **12. Intellectual property rights**

### **12.1. Newly arising intellectual property rights**

12.1.1. All new intellectual property rights arising in the course of fulfilment of the contract, including the source code and the complete documentation, shall pass to ALSO unencumbered and free of third-party rights upon creation. The supplier undertakes itself

and any third parties involved to take all necessary actions and to make the corresponding legal declarations to the required extent in the proper form. The associated costs are covered by the remuneration.

12.1.2. If intellectual property rights to extensions of standard software arise in the course of fulfilment of the contract and ALSO grants the Supplier the ownership rights thereto, ALSO shall in any case retain the same rights of use to the extensions as to the standard software. In addition, the supplier shall provide maintenance for these extensions to the same extent as for the standard software without additional remuneration.

## **12.2. Pre-existing intellectual property rights**

12.2.1. Unless otherwise stipulated in the contract, ALSO shall acquire the perpetual, non-exclusive right to use pre-existing intellectual property rights which are contained in the Supplier's service or which are necessary for the intended use of the service, both for itself and for the provision of services or for the granting of rights of use to its customers.

12.2.2. In the case of a perpetual right of use to pre-existing intellectual property rights, ALSO shall be authorised to resell the acquired rights of use to third parties, provided that ALSO gives up its own use thereof.

12.2.3. ALSO may make copies of services protected by intellectual property rights for backup and archiving purposes.

12.2.4. If the Supplier's services include open source software, the Supplier shall expressly refer to this in the offer and also in the event of a subsequent change to the service, stating the licence terms under which the open source software is made available to the service procurer.

12.2.5. The supplier guarantees that it has the corresponding utilisation and distribution rights.

12.2.6. If ALSO purchases software licences from the Supplier, ALSO shall acquire not only the right to use the software on the hardware provided for in the contract or required for the intended use of the software, but also the right to use it on successor systems. During a failure of this hardware, ALSO or its customers shall be entitled to use the software on replacement hardware without additional remuneration.

## **12.3. Services relating to intangible assets**

12.3.1. If ALSO procures operating services (including XaaS) or maintenance and care services from the Supplier, ALSO shall acquire for itself or for its customers the same rights to all services (in particular to new versions, patches, updates, upgrades,

features, functionalities and extensions of the object to be maintained) as to the object of the operating or maintenance and care contract without additional remuneration.

12.3.2. If faults occur, the Supplier shall, at ALSO's request, participate in the search for the cause of the fault, even if the fault occurs when several systems or components interact.

12.3.3. Where possible, the Supplier shall, at ALSO's request and for a fee to be agreed in advance, also rectify faults which are attributable to circumstances for which ALSO or third parties are responsible.

12.3.4. ALSO shall not be obliged to adopt every new version (release) (with the exception of XaaS), in which case the Supplier shall be entitled to discontinue maintenance services for earlier versions after a reasonable transition period. Unless otherwise agreed, this period shall be at least twelve (12) months.

## **13. Interface information**

The Supplier shall disclose to ALSO free of charge all necessary interface information that ALSO or its customers require for the operation (including maintenance and further development) of the hardware and software or their connection with other components (interoperability). ALSO and its customers shall have the right to make copies to the extent necessary to fulfil this purpose. Each copy, in whole or in part, must bear the property right notices present in the original. The supplier's intellectual property rights remain unaffected by this disclosure. ALSO shall be authorised to disclose the interface information to third parties, subject to the imposition of the confidentiality obligations set out in these GPC, provided that the third party is obliged to use the information only for ALSO or its customers.

## **14. Confidentiality and data protection**

### **14.1. Contractual confidentiality obligations**

14.1.1. Both parties undertake to treat as confidential all information which is neither in the public domain nor generally accessible and which they learn about the other party or about the other party's customers and business relationships in connection with the provision of their services under the contracts or with the contractual relationship.

14.1.2. The parties undertake to make this information accessible to their employees, other auxiliary persons and any third-parties consulted or involved in any other way only to the extent that the contracts permit the parties to do so or the other party authorises this in writing in advance. ALSO is authorised to pass on the information within the ALSO Group.

14.1.3. The confidentiality obligation does not apply to information that

- was already known to the receiving party before it was made available to it by the disclosing party;
- is generally known without the other party being responsible for this;
- disclosed to a party by a third party, unless the receiving party is aware that the third party is, as a result of the disclosure, in breach of a confidentiality obligation assumed towards the disclosing party;
- that said information had to be or must be made available to third parties due to a statutory obligation or an official or legal directive. In such a case, the releasing party must inform the other party in advance
- developed by the other party itself without using or referring to the confidential information of the disclosing party.

14.1.4. The confidentiality obligation also extends to information exchanged prior to the conclusion of the contract and continues after the end of the contract as long as a party or its customers have a legitimate interest in confidentiality, generally for a period of at least three years after the end of the contractual relationship.

14.1.5. Any publications by one party concerning the contractual relationship or specific services require the prior written consent of the other party.

## **14.2. Statutory confidentiality obligations**

14.2.1. The Supplier shall be obliged to keep confidential information from ALSO or its customers that is protected by statutory confidentiality obligations. This applies in particular with regard to the business and manufacturing secrecy of ALSO and its customers, telecommunications secrecy, bank client confidentiality, official secrecy, the confidentiality obligations under social security law and the Data Protection Act, as well as the prohibition on the exploitation of insider information and price manipulation under the Financial Market Infrastructure Act.

14.2.2. The supplier is aware that the violation of statutory confidentiality obligations may result in criminal prosecution.

## **14.3. Data protection**

14.3.1. Insofar as the personal data made available to the Supplier by ALSO or its customers or which can be viewed by the Supplier is subject to statutory data protection provisions, the Supplier shall guarantee compliance with all associated obligations.

14.3.2. The purpose, object and modalities of the processing of personal data are regulated in the contract. Unless the contract

explicitly permits the processing of personal data abroad, authorisation to process such data shall apply exclusively in Switzerland.

## **14.4. Common provisions**

14.4.1. Both parties undertake to process all information and personal data of the other party or its customers made available to them or accessible by them exclusively to the extent necessary for the fulfilment of the contract.

14.4.2. Notwithstanding the foregoing, either party may disclose information and personal data if and to the extent disclosure is required by a court order or statutory obligation. This requires that the other party - to the extent permitted by law - is informed of the disclosure in writing in advance, that the disclosing party co-operates with the other party with regard to the manner of disclosure and takes all reasonable measures and remedies to counteract the disclosure and to achieve confidential treatment of the information to be disclosed.

14.4.3. Information and personal data no longer required for the fulfilment of the contract and maintenance of the business relationship must be deleted, unless there are mandatory statutory retention obligations to the contrary. Each party shall take appropriate technical and organisational security measures to protect the information and personal data in its respective area of responsibility.

14.4.4. If a party or its employees, other auxiliary persons or third parties involved violate the above confidentiality or data protection obligations, the violating party shall owe the other party a payment of CHF 50,000 for each case of violation, unless it proves that it is not at fault. Payment shall not release the infringing party from the aforementioned confidentiality and data protection obligations, nor from compensation for further damages. The payment shall be credited against any compensation payment in connection with the breach of confidentiality or data protection pursuant to clause 16 of these GPC, but shall be owed in the event of a breach of the duty of confidentiality or data protection irrespective of the award of damages by a competent court.

## **15. System access**

15.1. Entry and access to systems and the network of ALSO or its customers are only permitted using the access routes and means of access explicitly provided by ALSO.

15.2. The parties designate the respective persons responsible for access on both sides in the contract.

## 16. Liability

16.1. In the event of breaches of contract, the supplier shall be liable for any damages on all legal grounds. The Supplier shall indemnify ALSO in full, including legal enforcement costs.

16.2. ALSO shall be liable for damages solely on the basis of material warranty. In addition, any liability on the part of ALSO shall be limited to the immediate direct damage up to a maximum of the respective sales price and only insofar as the Supplier proves that this was caused wilfully or by grossly negligent action or omission on the part of ALSO.

16.3. The Supplier shall be liable for the behaviour of its auxiliary persons and third parties as for its own.

## 17. Assessment of delivery risks and audit rights

17.1. At ALSO's request, the Supplier shall provide ALSO with all information necessary to assess delivery risks. The expenses and costs incurred for this shall be borne by the supplier.

17.2. ALSO or an external auditor authorised accordingly and subject to confidentiality obligations shall be entitled to verify compliance with the provisions of the contract by means of an audit during normal business hours. The Supplier shall provide the information, documentation and access required for this purpose while observing the statutory or contractual confidentiality obligations towards other customers of the Supplier.

17.3. Each party shall bear its own internal costs and expenses in connection with the audit. External costs in connection with an auditor commissioned by ALSO shall always be borne by ALSO. If the audit shows that the Supplier has breached contractual obligations, the Supplier shall, in addition to any claims arising from the breach of contract, also bear ALSO's external costs for the auditor commissioned by ALSO. ALSO will not carry out such audits more than once a year without good reason. In particular, audit requirements due to statutory and regulatory requirements on the part of ALSO's customers or their supervisory authorities shall also be deemed to be a justified cause, insofar as these also affect the Supplier's services.

## 18. Contract period and termination

18.1. The contractual terms and cancellation modalities apply subject to the right to extraordinary termination of a continuing obligation for good cause.

18.2. Important reasons for the counterparty concerned include, but are not limited to:

- Non-compliance with statutory regulations or contractual confidentiality obligations and data protection provisions

- as well as essential security regulations, in particular unauthorised access to systems and the network of ALSO or its customers by the Supplier or third parties involved;
- Non-compliance with or violation of residence, labour and social security regulations or of the Employment Agency Act by the supplier;
- The official publication of the declaration of bankruptcy or debt restructuring moratorium of a party.

18.3. Unless otherwise agreed in the contract, continuing obligations are unlimited in time. Open-ended continuing obligations may be terminated in writing by ALSO subject to a notice period of one month and by the Supplier subject to a notice period of twelve months, in each case to the end of a month. If a minimum term has been agreed in the contract, cancellation is possible at the earliest at the end of the minimum term.

## 19. Consequences of termination

19.1. Irrespective of the reason for termination, the Supplier undertakes to support ALSO in the necessary termination actions, including any preparations for migration in the service area of the contract.

19.2. If, at ALSO's instruction, the Supplier provides services not covered by the contract or more extensive services or services beyond the termination date, the contractually agreed conditions shall also apply.

## 20. Changes in performance

20.1. If a contracting party wishes to change contractual services, it shall notify the other party in writing. The other party to the contract shall inform the other party without delay whether the change is possible and what effects this has in particular on the service to be provided and on remuneration and deadlines. The Supplier may not refuse ALSO's requests for changes if the change is objectively possible and the overall character of its performance is preserved.

20.2. The change in performance and any adjustment of remuneration, deadlines and other contractual points shall be recorded in writing and signed by both parties prior to execution.

## 21. Further provisions

21.1. Additions and amendments to the contract are only valid if they are agreed by the parties in writing. This also applies to the cancellation of this reservation of written form. If written form is required in the contract, signatures in electronic form are sufficient.

21.2. Should individual provisions of the contract be incomplete or legally invalid, this shall not affect the validity of the remainder of the contract. In such a case, the parties shall reach an agreement which replaces the provision in question with an effective provision that is as economically equivalent as possible.

21.3. The contractual relationship and the rights and obligations arising from it may be transferred or assigned to a third party with discharging effect only with the prior written consent of the other contracting party. The written consent of the other contracting party must also be obtained for the pledging of claims arising from the contractual relationship.

21.4. If the transfer or assignment is to be made to an entity of the ALSO Group, consent shall be deemed to have been granted unless the Supplier objects in writing within 30 days of notification by ALSO, stating good cause.

## **22. Applicable law and place of jurisdiction**

22.1. The contractual relationship between the parties shall be governed exclusively by Swiss law. The parties declare that the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

22.2. The place of jurisdiction for any disputes arising from or in connection with the contractual relationship between the parties shall be exclusively the registered office of ALSO.