

JACOBI CARBONS AG – TERMS AND CONDITIONS OF SUPPLY

1. Interpretation

1.1 In these terms and conditions (**Conditions**), the following definitions apply:

Contract: the contract between the Parties for the supply of Goods and/or Services in accordance with these Conditions;

Customer: the person, firm, company or other entity which purchases the Goods and/or Services and/or hires the Rental Goods from the Supplier;

Goods: the goods (or any part of them) set out in the Order to be supplied by the Supplier to the Customer and all references herein to Goods shall be deemed to include Rental Goods except in the case of references herein or provisions herein which expressly relate to Rental Goods;

Order: the Customer's order, in any format and sent by any means including email, for the supply of Goods and/or Services and/or hire of the Rental Goods, as set out in the Supplier's quotation or proposal document and confirmed in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation or proposal document and in the event of any conflict between (i) any such quotation or proposal document; and (ii) any such purchase order form or written acceptance, such quotation or proposal document shall prevail (unless the Supplier agrees otherwise in writing);

Parties: the Supplier and the Customer (and Party shall mean either of them as applicable);

Rental Goods: the goods (or any part of them) set out in the Order to be hired (but not sold) by the Supplier to the Customer and, for the avoidance of doubt, vessels and equipment may be hired (in which case they are Rental Goods) or they may be sold (in which case they are not Rental Goods), however activated carbon will only ever be sold, not hired);

Rental Period: the duration of the hire period in respect of Rental Goods which, subject to prior termination pursuant to clause 11, shall continue until terminated by either Party giving at least 30 days' written notice to the other Party (such notice to expire on the last day of a month) or such other period as may be agreed in writing by the Parties;

Services: the services set out in the Order to be supplied by the Supplier to the Customer;

Specification: any description or specification for the Goods or Services which is either provided in writing by the Supplier to the Customer or agreed in writing by the Parties, in each case as may be amended by the Supplier either at the Supplier's discretion (provided that such amendment does not cause any material deterioration in the nature, quality, functionality or performance of the Goods or Services) or if required for compliance with any applicable legal, statutory or regulatory requirements; and

Supplier: Jacobi Carbons AG registered in Switzerland (Rheinweg 5, 8200 Schaffhausen) with company number CHE-113.555.578.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services and/or hire the Rental Goods in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order or, in the absence thereof, upon commencement by the Supplier of the performance of its obligations regarding the supply of the related Goods and/or Services to the Customer, at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the Parties in respect of its subject matter. The Customer acknowledges that it has not relied and shall not rely on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures or elsewhere (other than in the Specification) are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to and form part of the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are howsoever implied including by trade, custom, practice or course of dealing and all other terms and warranties, including as to fitness for a particular purpose, whether implied or express (unless referred to herein) are excluded, in each case to the maximum extent permitted by law.

2.6 Any quotation or proposal document given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue or such other period as may be specified therein.

3. Supply of Goods

3.1 The Supplier shall deliver the Goods to the location set out in the Order at any time after the Supplier notifies the Customer that the Goods are ready or the Customer shall collect the Goods from the Supplier's premises as may be advised by the Supplier within 7 days of the Supplier notifying the Customer that the Goods are ready, in each case as applicable as indicated in the Order and in accordance with the applicable Incoterm indicated in the Order, or as the Parties may otherwise agree in writing. Where the Customer collects the Goods, all references herein to delivery or similar expressions shall be interpreted accordingly.

3.2 Delivery of the Goods shall be completed on the Goods' arrival at the delivery location or (in the case of collection by the Customer) upon commencement of loading of the Goods at the collection location, in each case as referred to in clause 3.1.

3.3 Any dates quoted for delivery of the Goods are indicative only, and whilst the Supplier shall use its reasonable endeavours to meet any such dates, they are only non-binding estimates and the time of delivery is not of the essence.

3.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the direct costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

3.5 If the Customer fails to accept or take delivery of the Goods within 7 days of the Supplier notifying the Customer that the Goods are ready then delivery of the Goods shall be deemed to have been completed at 9.00 am on the eighth day following the day on which the Supplier notified the Customer that the Goods were ready and the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.6 If 14 days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

3.7 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to 5 per cent or (if greater) 400kg more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice where it is agreed in writing by the Parties that the wrong quantity of Goods was delivered.

3.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.9 The Supplier may require the Customer to return any packaging materials to the Supplier or make them available for collection by the Supplier in accordance with the Supplier's instructions and the Customer shall be liable to the Supplier for any costs incurred or suffered by the Supplier as a result of any failure by the Customer to do so.

4. Quality of Goods

4.1 The Supplier warrants that on delivery of the Goods (or, in the case of filter vessels or other equipment forming part of the Goods, for a period of 12 months following delivery thereof) they shall conform in all material respects with the Specification and be free from material defects in design, material and workmanship.

4.2 Subject to clause 4.3, if:

4.2.1 the Customer gives notice in writing within 30 days of delivery of the Goods (or, in the case of filter vessels or other equipment forming part of the Goods, before the expiry of the 12 month period referred to in clause 4.1) that some or all of the Goods do not comply with the warranty set out in clause 4.1;

4.2.2 the Customer (if asked to do so by the Supplier) gives the Supplier a reasonable opportunity of examining or taking samples of such Goods; and

4.2.3 the Customer (if asked to do so by the Supplier) returns such Goods or samples of such Goods to the Supplier or makes such Goods available for collection by the Supplier, in each case in accordance with the Supplier's instructions, and the Customer shall be liable on demand for any associated costs as a result of such Goods being outside Switzerland, the Supplier shall, at its option, repair, rework or replace the defective Goods, or refund the price of the defective Goods in full.

4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if:

4.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2;

4.3.2 the defect arises because of improper storage, installation, commissioning, use or maintenance of the Goods or if the Customer failed to follow any information, materials or instructions provided to it by the Supplier or good trade practice in respect thereof or because of any breach of clause 7.1.8;

4.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

4.3.4 the Customer alters or repairs such Goods without the prior written consent of the Supplier;

4.3.5 the defect arises as a result of accident, misuse, abuse, fair and normal wear and tear, wilful damage, negligence, overload or abnormal working conditions; or

4.3.6 the Customer has not paid all sums due to the Supplier for the delivered Goods.

4.4 The Supplier shall have no liability in respect of, or howsoever caused by, third party products which are used in conjunction with the Goods.

4.5 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1. Articles 197 to 210 CO (Swiss Code of Obligations) are not applicable and are herewith waived by the Parties.

4.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 4.2.

5. Title and Risk

5.1 The risk of loss of or damage to the Goods shall pass to the Customer on completion of delivery or at such other time as may be applicable in accordance with the applicable Incoterm indicated in the Order.

- 5.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums except that title to the Rental Goods shall never pass to the Customer and shall always remain with the Supplier.
- 5.3 Until title to the Goods has passed to the Customer and, in the case of Rental Goods, throughout the period in which the Rental Goods remain in the Customer's custody, control or possession, the Customer shall:
- 5.3.1 store them separately from all other goods held by the Customer and ensure they are not combined with, attached or added to or incorporated into any other goods so that they remain readily identifiable as the Supplier's property;
- 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to them;
- 5.3.3 not remove them from the customer's premises without the Supplier's prior written consent;
- 5.3.4 not alter them and shall ensure they are serviced and maintained in satisfactory condition in accordance with the Supplier's instructions;
- 5.3.5 shall remain liable for all loss of and damage to the Goods up to the full new replacement value thereof and shall keep them comprehensively insured against all risks for that value on the Supplier's behalf, with the Supplier's interests noted on such policies, from the date of delivery and in accordance with the Supplier's instructions and the Customer shall provide to the Supplier a copy of the insurance policy and proof of payment up to date of the insurance premium on request;
- 5.3.6 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1.2;
- 5.3.7 not do or permit to be done anything which may prejudice or jeopardise the title, rights and/or interests of the Supplier in the Goods; and
- 5.3.8 give the Supplier such information relating to them as the Supplier may require from time to time.
- 5.4 Subject to clause 5.3, the Customer may use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods however if the Customer becomes subject to any of the events listed in clause 11.1.2, then, without limiting any other right or remedy the Supplier may have, the Customer's right to use the Goods ceases immediately and the Supplier may at any time require the Customer to deliver up all Goods in the Customer's custody, control or possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 5.5 If the Services include any element of recovery of Goods and return of Goods to, or collection of Goods by, the Supplier, title to such Goods shall pass to the Supplier upon receipt by the Supplier after which the Supplier shall be free to refurbish, resell or otherwise dispose of such Goods at its discretion. References to the Goods in this clause shall include anything contained in or ancillary to the Goods including spent activated carbon.
- 6. Supply of Services**
- 6.1 The Supplier shall provide the Services to the Customer in accordance with the Specification in all material respects and using reasonable care.
- 6.2 The Supplier shall use its reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7. Customer's Obligations**
- 7.1 The Customer shall:
- 7.1.1 ensure that the terms of the Order are complete and accurate;
- 7.1.2 co-operate with the Supplier in all matters relating to the Services;
- 7.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by the Supplier to provide the Services and shall properly prepare such premises and other facilities for the supply of the Services;
- 7.1.4 provide the Supplier with such information and materials as the Supplier may properly require and ensure that such information is accurate;
- 7.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 7.1.6 keep and maintain all materials, equipment, documents and other property of the Supplier including any and all Rental Goods (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain and (where applicable) treat the Supplier Materials in good condition in accordance with the Supplier's instructions until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- 7.1.7 not use any carbon products, filtration media or ion exchange resin or any other products ancillary to the Goods in, or in conjunction with, the Goods unless they have been supplied by the Supplier or the Supplier has otherwise given its prior written consent to the Customer in respect thereof;
- 7.1.8 not use the Goods other than for their correct, intended and proper purpose using all correct processes, and at the correct temperature, pressure and other conditions, in each case in accordance with and as indicated in the Specification and as may be otherwise indicated by the Supplier or otherwise agreed by the Parties in writing;
- 7.1.9 be solely responsible for the safe and compliant disposal of spent activated carbon associated with the Goods at its sole risk and cost save that the Supplier may, at its discretion and subject to payment by the Customer on demand, agree to undertake such disposal on behalf of the Customer including following the return of Rental Goods to the Supplier; and
- 7.1.10 reimburse the Supplier on demand for any costs, losses and liabilities sustained or incurred by the Supplier arising directly or indirectly from any failure by the Customer to comply with any obligations and restrictions set out herein in respect of the Goods and Supplier Materials and any loss thereof or damage thereto in respect of which the risk has passed to the Customer.
- 7.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 7.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- 7.2.3 the Customer shall reimburse the Supplier on demand for any costs, losses and liabilities sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 8. Charges and Payment**
- 8.1 The price for Goods and Services shall be the price set out in the Order. Unless stated otherwise in the Order, the price of the Goods and Services is ex works and exclusive of all costs and charges of packaging, insurance, storage, transport and delivery of the Goods and any necessary associated travel, accommodation and subsistence costs, which shall be paid by the Customer when it pays for the Goods or Services or at such other times as may be indicated in the Order or agreed by the Parties in writing.
- 8.2 The Supplier reserves the right to increase the price of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase (including any increase in the cost of the Goods or Services to the Supplier) that is due to:
- 8.2.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in raw materials and any Customer default or omission);
- 8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods or Services ordered, or the Specification; or
- 8.2.3 any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods or Services.
- 8.3 The Supplier shall invoice the Customer in respect of Goods and Services on or at any time after supply, making or tendering delivery or making available for collection thereof and, in the case of any costs referred to herein for which this Customer is responsible, upon such costs being incurred and, in the case of hire charges for Rental Goods, monthly in advance, or at such other times as may be indicated in the Order or agreed by the Parties in writing. The Supplier shall invoice for Goods held on consignment by the Customer based on such reports of draw down, use or sale of Goods which the Supplier may require the Customer to provide (or, if sooner, upon the expiry of 12 months from the date of delivery of such Goods to the Customer for holding on consignment).
- 8.4 Each invoice in respect of hire charges for Rental Goods shall be for an entire month and payable in full even if the Rental Period ends for any reason part way through a month. In addition, the Supplier shall invoice the Customer for its one-off charges related to consumables and the testing, preparation and filling of equipment and vessels which form part of the Rental Goods at the same time as, or at any time after, first invoicing the Customer in respect of hire charges for the Rental Goods.
- 8.5 If the Order includes any commitments upon the Customer to order any minimum volume or value of Goods or Services from the Supplier or make any minimum amount of payment to the Supplier during any specified period, the Customer shall comply with such commitments and the Supplier may invoice the Customer at the end of that period for any shortfall in the amounts received by the Supplier from the Customer in the event that the Customer fails to comply with any such commitments.
- 8.6 The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of the invoice or at such other times indicated in the Order or agreed by the Parties in writing, in cleared funds in USD / US dollars (or such other currency indicated in the Order) and to a bank account nominated in writing by the Supplier and time for payment shall be of the essence of the Contract.
- 8.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) which shall be paid by the Customer at the same time as paying for the applicable Goods or Services, subject to receipt of a valid VAT invoice from the Supplier.

- 8.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment then, without limiting the Supplier's other rights and remedies, the Customer shall pay interest on the overdue amount at the higher rate of either 6% per annum or the average commercial bank lending rate of the destination country of the delivered goods, from time to time which shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 8.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding. The Customer shall be liable on demand for all bank charges which may be applicable to payments made by the Customer to the Supplier and/or received by the Supplier from the Customer and such charges shall not be deducted from such payments. The Customer shall wherever necessary gross up payments made to the Supplier to ensure compliance with this clause.

9. Confidentiality

A Party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products, services, finances, customers or suppliers which the Receiving Party may obtain. The Receiving Party shall only use such confidential information, and shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it, in each case for the purpose of discharging its obligations or exercising its rights under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

10. Limitation of Liability: The Customer's Attention Is Particularly Drawn to this Clause

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation; or any other liability which it is unlawful for the Supplier to limit or exclude.
- 10.2 Subject to clause 10.1:
- 10.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any special, indirect or consequential loss or damage of any nature arising under or in connection with the Contract; and
- 10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total payments made by the Customer to the Supplier under the Contract during the previous 12 month period.

11. Termination

- 11.1 Each Contract shall remain in force until the Parties have completed the performance of all their obligations thereunder, except that, without limiting its other rights or remedies, each Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- 11.1.1 the other Party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so (and, for the avoidance of doubt, any breach of clause 7.1.7 by the Customer shall be deemed a material breach which is not capable of remedy thereby entitling the Supplier to immediately terminate the Contract); or
- 11.1.2 the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation or has a receiver, bankruptcy receiver, administrative receiver or administrator appointed or otherwise ceases to carry on business.
- 11.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.3 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Parties if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 11.1.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 11.4 On termination of the Contract for any reason and, in the case of the Rental Goods, upon the expiry of the Rental Period:
- 11.4.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 11.4.2 the Customer shall return to the Supplier or make available for collection by the Supplier all of the Supplier Materials at its own cost in accordance with the Supplier's instructions (and in any event no later

than 10 working days after the date of such termination or expiry of the Rental Period) and, if the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them at the Customer's cost and (in the case of Rental Goods) the Customer shall be liable to pay to the Supplier on demand a late return compensation charge equal to one month's worth of the hire charges previously payable in respect of the Rental Goods for each week (or part thereof) of such delay. Until they have been returned, the Customer shall be solely responsible for their safe keeping and shall remain subject to all applicable obligations and restrictions in respect thereof under the Contract and will not use them for any purpose not connected with the Contract;

- 11.4.3 the Customer shall pay the Supplier on demand all costs properly incurred by the Supplier and the handling fee indicated by the Supplier in respect of any handling and disposal of spent activated carbon and any reasonably necessary cleaning, repairs and replacement in relation to the Supplier Materials.
- 11.4.4 the accrued rights and remedies of the Parties as at termination or expiry shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry or any breach which may occur thereafter; and
- 11.4.5 clauses 9, 10, 11 and any other clauses which expressly or by implication or reasonable interpretation have or are intended to have effect after termination or expiry shall continue in full force and effect.

12. Force Majeure

- 12.1 For the purposes of the Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including any strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm, contamination (including excessive contamination levels in respect of spent activated carbon) or any failure, default, delay or omission by the Customer, or either Party's suppliers or subcontractors.
- 12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- 12.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 30 days in aggregate, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

13. General

- 13.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.2 Any notice given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its registered office or its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this clause.
- 13.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.4 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy.
- 13.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party the agent of the other Party for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 13.6 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

14. Applicable Law / Jurisdiction

- 14.1 **The Contract and these Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland.**
- 14.2 **Each Party irrevocably agrees that the courts of CH-8200 Schaffhausen, Switzerland, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or these Conditions or their subject matter or formation (including non-contractual disputes or claims).**