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1. General Provisions

1.1. Definitions

«ACCEPTANCE» means the document issued by the CUSTOMER or end user at the commencement of the warranty period or, if no document of ACCEPTANCE is provided pursuant to the CONTRACT, the document deemed to be evidence of delivery of the goods or completion of the services. In the case of consignment goods, ACCEPTANCE shall take place on the date of transfer of ownership and at the place of use.

«GENERAL CONDITIONS» means these General Conditions of Sale and Delivery of Products and Services of STS.

«WORKING DAYS» means, notwithstanding any public holiday, all week days from Monday to Friday of each calendar week (seven [7] week days).

«CUTTING PROCESS DEVELOPMENT SERVICES» means services pertaining to the development of cutting processes.

«ORDER» means the ORDER executed by the CUSTOMER in the form signed by STS or as accepted or modified by STS in an order confirmation.

«FCA» means delivery Free Carrier in accordance with the Incoterms in force at the time of delivery issued by the International Chamber of Commerce.

«MAINTENANCE/SERVICE/REPAIR SERVICES» means services, which are not related to the delivery, installation or assembly of a MACHINE or a SYSTEM and are not considered to be CUTTING PROCESS DEVELOPMENT SERVICES. They include REMOTE SERVICE.

«CUSTOMER» means the party signing the contractual documents as a party to the CONTRACT with STS.

«DELIVERED OBJECT» means the goods and/or services, including CUTTING PROCESS DEVELOPMENT SERVICES and MAINTENANCE/SERVICE/REPAIR SERVICES, as well as related documentation to be delivered pursuant to the ORDER, in the form as explicitly specified and agreed by the parties.

«MACHINE» means a machine tool which functions in itself, including ENGINEERING WORK, and which is delivered with or without installation or commissioning.

«ENGINEERING WORK» means the work performed by engineers or technicians according to the CONTRACT.

«STS» means Slicing Technology Services GmbH, Bubenbergrasse 30, CH-3604 Thun, Switzerland.

«TRAINING» means training related support provided by or on behalf of STS in the areas of operation, cutting process and maintenance.

«REMOTE SERVICE» means the telephone or internet connection between a computer in STS's service department and a control unit of the CUSTOMER's equipment, which includes troubleshooting (equipment malfunctions that the CUSTOMER cannot correct itself), monitoring and instruction (for instructors), correction of software errors, repair instructions, maintenance support and software upgrades.

«SERVICE PARTS» means spare parts, consumable or wear parts.

«SYSTEM» means a production system or part of a production system, including ENGINEERING WORK, which may be delivered with or without installation or commissioning.

«CONTRACT» means the ORDER including all documents, to which it is referred therein.

1.2. Applicability and Validity

These GENERAL CONDITIONS apply to all deliveries by STS. Deviations therefrom shall be agreed in writing in a document signed by both Parties.

The GENERAL CONDITIONS shall apply exclusively; conditions of the CUSTOMER shall only apply with the express agreement by STS.

The GENERAL CONDITIONS shall apply in their respective version also as a framework agreement for future contracts for the sale and/or delivery of movable goods and the provision of services with the same CUSTOMER without STS having to refer to them again in each individual case.

In the event of any inconsistency between different contractual documents, the documents shall prevail in the order set out hereafter:

- a) ORDER or other negotiated, agreed and jointly signed documents, including any documents deemed to form part of those documents;
- b) STS's offer;
- c) these GENERAL CONDITIONS.

Individual agreements made with the CUSTOMER in individual cases (including ancillary agreements, supplements and amendments) shall always take precedence over these GENERAL CONDITIONS. A written contract or written confirmation from STS shall be decisive for the content of such agreements. Legally relevant declarations and notifications to be made by the CUSTOMER to STS after conclusion of the contract

(e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing to be effective.

1.3. Delivery FCA

The delivery includes the DELIVERED OBJECT and is made FCA. At the CUSTOMER's request and expense, the DELIVERED OBJECT shall be shipped to another destination (remote sale, i.e. sale by delivery to a place other than the place of performance). Unless otherwise agreed, STS shall be entitled to determine itself the type of shipment (in particular transport company, shipping route, packaging).

1.4. Transfer of Profits and Risks

The risk of accidental loss and accidental deterioration of the goods shall pass to the CUSTOMER at the latest with their FCA handover. In the case of remote sale, however, the risk of accidental loss and accidental deterioration of the DELIVERED OBJECT as well as the risk of delay shall pass to the CUSTOMER as soon as the goods are delivered to the forwarding agent, the carrier or any other person or company designated to carry out the shipment. If an acceptance date has been expressly agreed, such shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services regarding the handover of the work (art. 363 et seq. CO) shall apply correspondingly.

The same applies to the handover or acceptance, if the CUSTOMER is in default of acceptance.

1.5. Offers and Orders

STS's offers are without obligation and non-binding unless otherwise stated in writing. All information and data contained in brochures and price lists are only binding insofar as they are explicitly included in the CONTRACT by reference.

The CUSTOMER's order of the DELIVERED OBJECT is deemed to be a binding offer of contract. Unless otherwise stated in the order, STS is entitled to accept this contractual offer within seven (7) days of its receipt by STS. Acceptance can be stated either in writing (e.g. by order confirmation) or by delivery of the DELIVERED OBJECT to the CUSTOMER.

2. Date of Delivery

2.1. Start

STS shall deliver the DELIVERED OBJECT on the delivery dates specified in the ORDER. Any delivery period shall commence on the date of written acceptance of the ORDER by STS or, if a deposit has been agreed, five (5) days after receipt of the relevant deposit.

2.2. Delay (STS not responsible)

If STS is unable to meet binding agreed delivery deadlines for reasons for which STS is not responsible (non-availability of the service), STS shall inform the CUSTOMER of this without delay and at the same time inform them of the expected new delivery deadline.

If the service is not available either within the new delivery period, STS shall be entitled to withdraw from the CONTRACT in whole or in part; STS shall immediately reimburse any counter-performance already made by the CUSTOMER.

A case of non-availability of the service within the meaning of this provision shall be deemed to be in particular the failure of STS's suppliers to deliver on time if STS has concluded a congruent -coverage transaction.

STS's statutory rights of withdrawal and termination as well as the statutory provisions on the execution of the CONTRACT in the event of an exclusion of the obligation to perform (e.g. impossibility or unreasonableness of performance and/or rectification of defects) shall remain unaffected. The CUSTOMER's rights of withdrawal and termination in accordance with Section 6.7. also remain unaffected.

2.3. Delivery Default

The occurrence of a delay in delivery by STS shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the CUSTOMER is required. If STS is in default of delivery, the CUSTOMER may demand lump-sum compensation for the damage caused by the default. The lump sum for damages shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but in total not more than 5% of the delivery value of the DELIVERED OBJECT, the delivery of which is delayed. STS reserves the right to prove that the CUSTOMER has not suffered any damage or only significantly less damage than the aforementioned lump sum.

3. Price and Payment

3.1. Price

The prices for the DELIVERED OBJECT shall be those specified in the ORDER or the CONTRACT. For work carried out on a time basis, the price shall be determined on the basis of the hourly rates specified in the ORDER or the CONTRACT. If no hourly rates have been agreed, the hourly rate charged by STS for other customers and comparable work shall apply. All prices are exclusive of value-added tax, sales tax, excise duty and expense tax as well as comparable taxes, levies, duties or fees.

In the case of a remote sale (Section 1.3.), the CUSTOMER shall bear the transport costs from the warehouse and the costs of any transport insurance requested by the CUSTOMER.

STS does not take back transport packaging and all other packaging; it becomes the CUSTOMER's property.

3.2. Payment Terms

The terms of payment for all DELIVERED OBJECTS are, unless advance payment has been agreed, as follows: 100% within ten (10) days as of the date of issue of the invoice for services and thirty (30) days as of the date of issue of the invoice for goods.

Payments for prices charged on a time basis shall be invoiced monthly or upon completion of the work, whichever is earlier.

All payments shall be made without deductions in the currency specified in the CONTRACT. The CUSTOMER shall only be entitled to rights of set-off or retention insofar as its claim is legally established or undisputed.

If the CUSTOMER and STS have agreed on the issuing of a letter of credit by the CUSTOMER in favor of STS, this letter of credit must be irrevocable, renewable and confirmed by a first-class bank operating worldwide. The money shall be called upon presentation of a corresponding invoice and a corresponding waybill or warehouse receipt.

3.3. Default in Payment

Upon expiry of the aforementioned payment periods, the CUSTOMER shall be in default. In this case STS is entitled to demand interest on arrears of 10% per year. The CUSTOMER shall be at liberty to prove that STS has suffered less damage. STS's right to demand the statutory interest on arrears or to prove to the CUSTOMER that a greater damage has been incurred also remains unaffected.

In the event of a delay in payment by the CUSTOMER, STS shall be entitled, after notifying the CUSTOMER in writing, to suspend the services owed for the DELIVERED OBJECT until the outstanding and due invoices have been settled in full.

4. Intellectual Property, Legal Defects

4.1. Documentation Provided by Customer

The CUSTOMER shall provide the technical documentation (e.g. current drawings, descriptions, diagrams, instructions) required for the delivery of the DELIVERED OBJECT and specified in the CONTRACT. STS is not entitled to use this documentation for purposes other than the performance of the CONTRACT.

4.2. STS's Intellectual Property

If the DELIVERED OBJECT was manufactured using know-how, inventions, patents, copyrights or other industrial property rights of which STS is the owner or authorized user, the CUSTOMER shall only be granted rights of use insofar as this is indispensable for achieving the purpose of the CONTRACT. All other rights of use and exploitation shall remain with STS.

4.3. STS's Warranties

STS warrants that the DELIVERED OBJECT as well as parts thereof in the form sold by STS do not infringe any intellectual property of third parties.

Should the DELIVERED OBJECT infringe patents of third parties, STS is entitled, at its sole discretion, to procure the right to use the DELIVERED OBJECT so that it can be used without impairment, or to modify or replace it in such a way that there is no longer any infringement. The CUSTOMER is obliged (i) to notify STS immediately and in writing of the infringement on the part of the CUSTOMER; (ii) to support STS in the defense of its

rights; and (iii) to allow STS to decide whether to settle the dispute or to pursue its rights.

4.4. Limitation of Warranties and Liability

STS's obligation under Section 4.3. shall not apply (i) to those parts of the DELIVERD OBJECT which have been manufactured according to the CUSTOMER's plans, (ii) when the DELIVERED OBJECT or parts thereof are used in conjunction with other products in a combination not supplied by STS as part of the DELIVERED OBJECT, (iii) to products manufactured using the DELIVERED OBJECT.

STS shall not be liable for any infringement of the intellectual property rights of third parties if STS has not caused such infringement and the CUSTOMER shall indemnify STS against any claims in this respect.

4.5. Reproduction

STS's material protected by copyright may not be reproduced by the CUSTOMER except for archival purposes or to replace a defective copy. The CUSTOMER's material protected by copyright may not be reproduced by STS except for archival purposes or to replace a defective copy.

5. Installation and Preparation of the Location

5.1. Preparation of Location

If installation services are part of the DELIVERD OBJECT, the CUSTOMER is responsible for preparing the location and its vicinity accordingly and providing the necessary utilities, including electrical wiring and conduits, dry compressed air, cooling water and slurry equipment and related conduits, installation tools, drainage facilities, permits including work permits, licenses, approvals, etc., and all equipment necessary to unpack and position the DELIVERED OBJECT at the intended location.

5.2. Health and Safety of Workers

The CUSTOMER further agrees to maintain in a safe condition any premises which STS's employees may be required to enter, to comply with all applicable laws, rules and regulations relating to health and safety at work and to give STS's employees such instructions as may be necessary. STS is obliged to ensure that its own employees comply with all reasonable instructions given by the CUSTOMER. The same applies in reverse in the event that the CUSTOMER's employees have to enter STS's facilities.

5.3. Non-Compliance

If the CUSTOMER fails to comply with the obligations set out in Sections 5.1. and 5.2. above, STS shall be entitled either to suspend the performance of the service and/or to extend the delivery periods and/or to charge extra for lost working time of STS's employees, such lost time to be calculated in accordance with Sections 3.1. and 3.3. above.

6. Warranty

Sections 6.1. to 6.7. set out the warranty conditions for different DELIVERED OBJECTS. Only the warranty

conditions relating to the respective DELIVERED OBJECTS shall apply.

6.1. Installation and Assembly Services

STS undertakes to remedy at its own expense any defects that are demonstrably due to faulty technical execution. After a corresponding written request by the CUSTOMER, STS shall, at its own discretion, repair the defective installation or assembly or remove the wire saw or cutting machine and replace them. This remedy shall apply to defects notified to STS during the warranty period in accordance with Section 6.6. The warranty period is limited to a period of six (6) months. Further legal remedies are excluded.

6.2. Maintenance / Service / Repair Services

STS undertakes to exercise reasonable care and skill in the performance of the MAINTENANCE/SERVICE/REPAIR SERVICES described in the CONTRACT (including REMOTE SERVICES) and, where parts (SERVICE PARTS or other parts) are supplied by STS in connection with such MAINTENANCE/SERVICE/REPAIR SERVICES, to supply defect-free parts. After a corresponding written request by the CUSTOMER, STS shall remedy defective performance at its own expense. These remedies shall apply to defects notified to STS during the warranty period in accordance with Section 6.6. The warranty period is limited to a period of six (6) months. Further legal remedies are excluded.

6.3. Service Parts

For new SERVICE PARTS only, STS undertakes to remedy defects attributable to faulty material or faulty technical design at its own expense. After a corresponding written request by the CUSTOMER, STS shall, at its sole discretion, either repair or replace the defective new SERVICE PARTS or supply the CUSTOMER with defect-free SERVICE PARTS. The intended or foreseeable wear or consumption of a wearing or consumable part shall not constitute a defect. Wear parts are in particular sealing rings, fuses, etc. These remedies shall apply to defects notified to STS during the warranty period in accordance with Section 6.6. The warranty period is limited to a period of six (6) months. Further legal remedies are excluded.

STS excludes any warranty for SERVICE PARTS that are not new (already used, second hand, etc.).

6.4. Training

STS undertakes to exercise reasonable care and expertise when conducting TRAININGS. STS accepts no liability whatsoever with regard to the accuracy of the content conveyed orally or in writing.

6.5. Performance Guarantees

Unless explicitly specified in the CONTRACT, STS does not provide any performance guarantees.

6.6. General Conditions Applicable to the Warranties of STS

a) Inspection and Notice of Defects Obligations

The CUSTOMER's claims for defects pursuant to purchase contracts or contracts for work and services presuppose that the CUSTOMER has fulfilled their statutory obligations to inspect and give notice of defects (Art. 192 ff. / 197 ff. OR respectively Art. 367 ff. OR). If a defect becomes apparent during the inspection or later, STS must be notified of this in writing without delay. The notification shall be deemed to be immediate if it is made within ten (10) working days, whereby the timely dispatch of the notification shall suffice to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, the CUSTOMER shall notify STS in writing of obvious defects as well as incorrect and incomplete deliveries within ten (10) working days of delivery, whereby timely dispatch of the notification shall also suffice to meet the deadline. If the CUSTOMER fails to carry out a proper inspection and/or to give notice of defects, STS shall not be liable for the defect not reported.

b) Payment of the Purchase Price/Work Price

STS shall be entitled to make the remedy of defects due in accordance with Sections 6.1. to 6.4. dependent on the CUSTOMER paying the purchase price as it becomes payable.

c) Expenses incurred by the Remedy of the Defect

The expenses required for the purpose of inspection and remedy of defects, in particular transport, travel, work and material costs, shall be borne by STS if a defect actually exists. However, if the CUSTOMER's request to remedy the defect turns out to be unjustified, STS may request reimbursement from the CUSTOMER of the costs incurred.

d) Compensation for Damages

Claims for damages by the CUSTOMER shall only arise in accordance with Section 8. and are otherwise excluded.

e) Place of Performance of the Warranty Work

In the case of work services, the remedy of defects shall in principle be performed at the place of acceptance. STS reserves the right to request the CUSTOMER or end user to return all or part of the DELIVERED OBJECT to STS's production location in order to be able to carry out the warranty work professionally.

f) Start of the Warranty Period

Unless otherwise agreed in writing, the warranty period for services shall commence on the date of ACCEPTANCE of the relevant DELIVERED OBJECT, but no later than thirty (30) days after completion of the services. ACCEPTANCE shall not be refused on the grounds of minor defects.

g) Exclusion of Warranty of STS

Excluded from STS's liability for defects are all complaints which their origin is not due to defective materials, construction errors (if and insofar as STS was responsible for the construction) or poor workmanship, e.g. complaints due to normal wear and tear, improper maintenance, failure to follow

operating instructions or other reasons beyond STS's control, including damage caused by erosion, corrosion or cavitation. Replaced parts become the property of STS.

6.7. Customer's Withdrawal Right

If the remedy of the defect fails or if a reasonable deadline to be set by the CUSTOMER for the remedy of the defect has expired unsuccessfully or is dispensable according to the statutory provisions, the CUSTOMER may withdraw from the purchase contract or the contract for work and services or reduce the purchase price or the price for the work. In the event of an insignificant defect, however, there shall be no right of withdrawal.

On the grounds of a breach of obligation, which is not a defect, the CUSTOMER may only withdraw from or terminate the CONTRACT if STS is responsible for the breach of obligation. The CUSTOMER's free right of withdrawal from the contract for work and services (in particular pursuant to Art. 375 and 377 CO) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

7. Remote Service

a) Request

A requirement for REMOTE SERVICE by STS is a written request (service request) from the CUSTOMER to the following e-mail address service@slicingtechservices.com. The request must contain at least the following information:

- machine type and machine number;
- reason for the requested REMOTE SERVICE;
- responsible operator on the CUSTOMER's side (e-mail address and phone number).

b) Preparation

The technician responsible for REMOTE SERVICE at STS will contact the operator at the CUSTOMER's premises by telephone shortly before activating the REMOTE SERVICE to obtain confirmation that the CUSTOMER and the equipment are ready for REMOTE SERVICE. This means:

- The responsible operator on the CUSTOMER's side is a qualified employee trained in safety issues, who supports the STS service technician during the REMOTE SERVICE.
- All necessary safety precautions have been taken at the CUSTOMER's site. The safety regulations for the systems described in the operating instructions and in the STS guidelines are complied with. The systems are in a technically safe condition.
- No persons are in the vicinity of the systems (except the STS service technician and/or the operator responsible on the CUSTOMER's side).

When reporting malfunctions or attempting to isolate malfunctions or faults, the CUSTOMER must always proceed in accordance with the operating instructions or other instructions from STS. STS reserves the right to modify the software of the control system to the extent necessary. REMOTE SERVICE is only offered in

German or English. If the presence of a second person is necessary for safety reasons (risk of accident), this person will be provided by the CUSTOMER at no cost. The telephone or internet connection is to be provided by the CUSTOMER free of charge.

c) Service

During REMOTE SERVICE, the CUSTOMER's operator may only operate the equipment on the instruction of the STS service technician (for example, they may not initiate any processes or load the equipment with components). The CUSTOMER shall ensure that no persons are in the vicinity of the equipment (except the STS service technician and/or the CUSTOMER operator).

It is life-endangering to be near the equipment and/or to operate the equipment during REMOTE SERVICE!

The operator responsible on the CUSTOMER's side and the STS remote service-technician are in contact by telephone during the entire REMOTE SERVICE, if the STS technician deems this necessary. The CUSTOMER's responsible operator must monitor the equipment until the end of the REMOTE SERVICE and must immediately report any problems to the STS remote service-technician.

d) Completion

The STS remote service-technician notifies the operator on the CUSTOMER's side in writing of the completion of the REMOTE SERVICE and the termination of the remote connection/control.

e) Warranty

STS shall be released from its warranty obligation if the CUSTOMER fails to meet its contractual obligations. STS is entitled to suspend the provision of the SERVICES and/or to postpone the delivery dates and/or to charge for the costs of lost working time of STS employees and all additional costs.

8. Liability

8.1. Scope of Liability

Within the scope of this CONTRACT, STS shall only be liable in principle for damages to the CUSTOMER,

- a. which STS or its legal representatives or vicarious agents have caused intentionally or through gross negligence;
- b. from injury to life, limb or health, which stem from a breach of obligation by STS or one of its legal representatives or vicarious agents;
- c. if these claims result from the Federal Act on Product Liability;
- d. if, in the case of purchase contracts or contracts for work and services, STS has given a guarantee for the quality of the item or STS has maliciously deceived the customer;
- e. which have arisen due to the REMOTE SERVICE;

f. which have arisen due to the breach of an obligation by STS, which is of significant importance for the achievement of the purpose of the CONTRACT (essential obligation).

8.2. Exclusion of Liability

In cases other than those mentioned in Section 8.1., the liability of STS - irrespective of the legal grounds – is completely excluded. In particular, liability for any production shortfalls is excluded.

STS's liability in the cases of Section 8.1., letters a. to d. is unlimited.

STS shall be liable in the cases of Section 8.1. letter e. in the amount of CHF 50'000.00 at most. However, STS shall under no circumstances be liable for direct or indirect damage, consequential damage such as, but not limited to, lost sales or profit.

In all other cases the claim for damages shall be limited in the case of delay to 5% of the order value and otherwise to the foreseeable, contract-typical damage, whereby STS shall only be liable to a maximum of CHF 500'000.00 or, in the case of pure financial loss, to an amount of CHF 250'000.00 at the most. There shall be no liability for indirect damage, consequential damage or loss of profit.

Liability pursuant to the Federal Act for Product Liability shall remain unaffected.

Insofar as STS's liability is excluded, this shall also apply to the personal liability of the employees, representatives and agents and vicarious agents of STS.

8.3. Limitation Period

The general limitation period for claims arising from material defects and legal defects is two (2) years from delivery FCA or acceptance. Insofar as an acceptance has been agreed, the limitation period begins with the acceptance. Otherwise, the provisions of art. 192 et seq., 197 et seq. and 371 CO shall apply.

8.4. Indemnity and Compensation Agreements

Only the management of STS is entitled to conclude or enter into indemnity or compensation agreements on behalf of STS.

STS shall be entitled to compensation for the additional costs caused by the interruption or, in the event of termination, for the work performed and sub-deliveries made up to the time of termination, which cannot be reversed free of charge. The CUSTOMER shall be entitled to receive the work which it paid for and the sub-deliveries made up to that time.

8.5. Force Majeure

STS shall not be liable for non-performance, loss, damage or delay due to force majeure events, including but not limited to wars, riots, fires, floods, strikes or work stoppages, governmental actions, or actions by the CUSTOMER or its customer, transportation delays, inability to obtain necessary staff or materials from usual sources, or other causes beyond STS's normal control.

STS shall not be liable for non-performance, loss, damage or delay due to Covid-19, in particular with respect to new regulations, sick employees (whether vaccinated or not) and delays in delivery.

In the event of a disruption to performance for any such reason, the delivery date or completion time shall be extended to take account of the time lost as a result of such disruption. If the above events continue for more than six (6) weeks, both STS and the CUSTOMER shall be entitled to terminate the CONTRACT by giving seven (7) days' notice in writing to the other party.

9. Export Documentation and other Documents Required by the Authorities

9.1. Documentation by Customer

The CUSTOMER undertakes to obtain at its own expense all necessary documents, e.g. documents required according to the respective official requirements at the location of the CUSTOMER or a customer of the CUSTOMER or at the place of use of the DELIVERED OBJECT.

9.2. Assistance

STS, the CUSTOMER and its customers undertake to assist each other without unreasonable delay if one of the parties requires information or documents required by the authorities and this information or these documents can be obtained more easily by one of the other parties than by the party which has to fulfil the official requirement.

10. Materials Made Available at no Cost

Materials provided by the CUSTOMER to STS free of charge shall remain the property of the CUSTOMER at all times.

11. Final Provisions

11.1. Applicable Law

These GENERAL CONDITIONS and all legal relations between STS and the CUSTOMER shall be governed exclusively by Swiss substantive law, to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Sales Convention and the Federal Act on Private International Law.

11.2. Place of Jurisdiction

The exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the court with jurisdiction at the legal seat of STS. STS is nevertheless also entitled to bring an action at the CUSTOMER's general place of jurisdiction.

11.3. Best Efforts for an Amicable Settlement

In the event of any dispute, the parties shall use their best efforts to reach an amicable settlement. All disputes shall be settled in accordance with the provisions of the CONTRACT and the related documents.

11.4. No Assignment

Rights or obligations under the CONTRACT are not assignable without the written consent of STS.

11.5. Failure to Exercise Rights

The failure of STS or the CUSTOMER to exercise any rights shall not constitute a waiver or rescission of such rights.

11.6. Severability

If any provision of this CONTRACT is found to be void or unenforceable, all other provisions shall remain unaffected and STS and the CUSTOMER shall use their best endeavors to replace such provision with a valid provision that is as close as legally possible to the original economic purpose of the mutual relationship.