

## **1. Scope**

- 1.1 These General Terms of Purchase of All4Labels Schweiz AG (hereinafter "General Terms of Purchase") form part of contracts regarding deliveries and services between the supplier and the service provider (hereinafter the "Contractor") and All4Labels Schweiz AG (hereinafter the "Client").
- 1.2 If the Contractor has recognised these General Terms of Purchase, they shall also apply to all future contracts with the Contractor.
- 1.3 Contradictory or deviating terms of business of the Contractor or other terms of business or other general terms of business are not recognised. Contradictory or deviating terms of business shall be valid only if they have been expressly recognised in writing by the Client in each individual case. This provision also applies in cases in which the Client approves deliveries and/or services in knowledge of the general terms of business of the Contractor.
- 1.4 Individual contractual agreements shall always take precedence over these Terms of Purchase.

## **2. Quotation, order and acceptance**

- 2.1 Quotations and cost estimates shall be free of charge and do not give rise to an obligation on the part of the Client.
- 2.2 The Contractor shall check all orders received from the Client for identifiable errors, unclear aspects, omissions and unsuitability of the specifications selected by the Client for the intended purpose. The Contractor shall inform the Client without undue delay about necessary changes or clarifications to the order.
- 2.3 The Client may accept the quotation and the price details provided by the Contractor by placing an order. The Contractor is obliged to accept the Client's order in writing by means of an order confirmation within a period of two weeks or to carry out the order without reservation by sending or delivering the ordered goods/services unless the Client sets a different deadline. Delayed acceptance by the Contractor shall be deemed a new quotation and price offer and must be expressly accepted in writing by the Client.  
A contract is only formed in each case when the Client has placed an order.

## **3. Delivery date, changes to the delivery of goods/provision of services**

- 3.1 The Contractor shall comply with the agreed dates for delivery of goods and/or provision of services. In the case of the delivery of goods, a prerequisite for this is that the goods are delivered without defects, within the standard business hours of the Client and with the necessary delivery paperwork to the address specified in the order (hereinafter "Destination"). If a delivery with assembly/a service has been agreed, the delivery of the defect-free goods shall only be deemed to be on time when the assembly/service has been carried out in accordance with the contract. If formal acceptance is required by law or contractually agreed, the period intended for this must be observed by both parties. Early deliveries/services or partial deliveries/partial services require the prior written approval of the Client.
- 3.2 If the Contractor recognises that it cannot meet its contractual duties in part or in full or cannot do so by the deadline, it must inform the Client of this in writing without

undue delay. The notification must include the reason(s) for the delay and the expected delay to the delivery period. Acceptance of a delayed or partial delivery/service by the Client does not in any way constitute a waiver of rights or claims of the Client due to the delayed or partial delivery/service.

- 3.3 Changes to the goods to be delivered or services to be provided require the prior written consent of the Client.
- 3.4 The Contractor must promptly request the documents necessary for the performance of the contract from the Client and review them without undue delay on receipt with regard to completeness and correctness. The Contractor must report any identifiable inconsistencies to the Client in writing without undue delay.

#### **4. Sustainability**

- 4.1 The Client carries out its business in accordance with the principle of sustainable development and complies with internationally recognised key standards for occupational and health protection, environmental protection, labour and human rights and responsible company management (hereinafter "ESG standards"), in particular the international management standard ISO 14001 and the international energy management standard ISO 50001. The Client expects the Contractor to comply with ESG standards. Furthermore, the Client requires the Contractor to ensure that all of its subcontractors at all levels also observe the ESG standards. The Client has the right to audit compliance with ESG standards by the Contractor either itself or via third parties commissioned by the Client after prior advance notice.
- 4.2 In the performance of the order, the Contractor shall observe the Client's occupational safety and environmental protection requirements. Furthermore, the Contractor must comply with the Client's building site rules.

#### **5. Quality**

The Contractor must implement an effective quality assurance system, maintain this system and provide proof of this to the Client on request. For this purpose, the Contractor shall use a quality assurance system with elements pursuant to ISO 9000 et seq. or a similar system with an equivalent standard. The Client has the right to inspect the Contractor's quality assurance system after prior notice, either itself or via third parties commissioned by the Client.

#### **6. Use of subcontractors**

The Contractor may use third parties (in particular any subcontractors) for performance of the contract or replace such third parties only with the prior written permission of the Client. The Client shall not refuse to provide permission without cause. If the Contractor intends from the start to use subcontractors for the performance of the contract, it shall inform the Client of this when submitting its offer.

**7. No assignment of employees, minimum wage**

- 7.1 The Client shall not have any supervisory rights concerning the Contractor's employees. The Contractor shall ensure that none of the individuals it engages for service provision are integrated in the Client's business. This applies in particular in the event that the service is provided on the premises of the Client by individuals employed by the Contractor.
- 7.2 The Contractor bears sole responsibility for the contractual, legal, official and professional duties to the individuals it engages for the service provision. The Contractor shall release the Client in full from claims brought against it arising from a violation of the abovementioned duties. This indemnity obligation applies in particular to obligations relating to wage and/or salary payment and/or all other payment obligations arising from the employment or service contract (e.g. for social security contributions). It also applies to all claims arising from the assignment of employees.
- 7.3 The Contractor shall inform the Client immediately upon becoming aware that disguised employment of the Contractor by the Client may be assumed or that the service provision by the Contractor qualifies as wage work.
- 7.4 The Contractor shall ensure compliance with the respective valid statutory provisions on the minimum wage. This also applies in particular to the statutory documentation obligations. The Contractor shall also handle the Client's documentation obligations pursuant to the minimum wage law in relation to the services provided by the Contractor for the Client. This also applies if and insofar as the Contractor uses a subcontractor for these services. In the event of a violation of the minimum wage provisions by the Contractor or its subcontractors, the Contractor shall inform the Client of this in writing without undue delay. The Contractor shall indemnify the Client from all claims in connection with the minimum wage.
- 7.5 Illegal employment of any kind is prohibited.

**8. Delivery, shipping, packaging, transfer of risk, transfer of ownership**

- 8.1 Unless otherwise agreed, the goods are delivered "DAP to the destination (Incoterms 2020)". Unless otherwise agreed, the delivery note (two copies), the packing list, cleaning and checking certificates in accordance with the agreed specification and all other necessary documents must be included with the delivery by the Contractor. Where known, all delivery paperwork and, for packaged goods, the outer packaging must include the following details: order number, gross and net weight, number of packing pieces and type of packaging (single-use/multiple-use), completion date and destination (unloading location) and recipient. For projects, the full order number and assembly building must also be specified.
- 8.2 For deliveries to third countries (imports), the Client shall be the importer and the Contractor shall support the Client with all documents and information which are necessary in order to create and submit a proper import declaration for the responsible customs authorities pursuant to the customs law provisions of the import country.
- 8.3 The Contractor shall inform the Client in writing about the percentage of the content which is controlled in the USA.
- 8.4 The Contractor shall protect the interests of the Client when making the delivery. The goods must be packaged with packaging material approved for the destination such

- that transport damage can be avoided. For damage caused by improper packaging, the Contractor shall be liable in accordance with the statutory provisions.
- 8.5 For domestic deliveries, on request by the Client the Contractor shall collect any repackaging or transport and sales packing materials after delivery at the destination and dispose of these or have them disposed of by a third party.
- 8.6 The Contractor shall package, label and ship hazardous goods in accordance with the valid national and international laws and regulations. The Contractor shall fulfil, where applicable, all duties for suppliers (pursuant to Article 3 (32) Regulation (EC) No. 1907/2006/EC (hereinafter "REACH")) under REACH with regard to the delivery of goods. The Contractor will make available to the Client, in particular in all cases set out in Article 31 (1) to (3) REACH, a safety data sheet pursuant to Article 31 REACH in the national language of the recipient country. Insofar as the REACH Regulation is not applicable, the Contractor shall observe comparable international standards.
- 8.7 Until the goods which form the subject matter of the contract arrive at the destination with the documents set out in 8.1 and 8.2, the Contractor shall bear the risk of loss or damage. If the parties have arranged delivery with assembly/service, the risk of loss or damage shall transfer to the Client after contractual implementation of the assembly/service and after handover of the goods.
- 8.8 Insofar as formal acceptance is required by law or according to the contract, the transfer of risk shall take place on acceptance by the Client. If formal acceptance has been agreed, the risk of loss is transferred from the Contractor to the Client only once successful approval by the Client has been confirmed in the acceptance protocol. The payment of invoice amounts does not replace formal acceptance.
- 8.9 Possession and ownership is transferred in accordance with the statutory provisions.

## **9. Reservation of title**

Ownership of the goods shall be transferred to the Client without restriction and without reference to payment of the price.

## **10. Origin and status of the goods**

- 10.1 The Contractor shall declare the non-preferential origin of the goods (country of origin) in the transaction paperwork. The Contractor shall also provide a movement certificate, if applicable. Upon request by the Client, it shall provide evidence of origin/a certificate of origin which states the origin of the goods.
- 10.2 The goods must comply with the regulations on the preferential origin of goods pursuant to the bilateral or multilateral agreements or unilateral provisions on the origin of goods in accordance with the Generalised Scheme of Preferences (GSP) insofar as the delivery falls within the scope of preferential trade.

## **11. Quality of the delivery/service, complaints, rights in the event of defects**

- 11.1 The Contractor guarantees defect-free delivery and performance, in particular compliance with the agreed performance description, functional, use and quality features, and the presence of warranted properties and features. Furthermore, the Contractor guarantees that the deliveries and services meet the current state of the

- art of technology and, where applicable, comply with the generally recognised rules of system safety, occupational medicine and hygiene, are provided by qualified personnel and comply with all valid statutory provisions at the destination. Insofar as the delivery includes machines, devices or systems, these must meet the special safety requirements for machines, devices and systems in force at the point in time of contract performance and must feature CE conformity marking. Deviations from this require the prior written permission of the Client.
- 11.2 The Contractor shall ensure that all the materials contained in the goods have been pre-registered, registered (or exempted from the duty to register) and, where applicable, approved in accordance with the valid REACH requirements for the uses specified by the Client. If the goods are classed as an article within the meaning of Article 7 REACH, the foregoing sentence shall also apply to substances released from these goods. Insofar as the REACH Regulation is not applicable, the Contractor shall observe comparable international standards.
- 11.3 The Contractor shall inform the Client without undue delay if a component of the article contains a substance in a concentration of more than 0.1% by mass (W/W), if this substance meets the criteria of Articles 57 and 59 REACH (known as Substances of Very High Concern). This also applies to packaging products. Insofar as the REACH Regulation is not applicable, the Contractor shall observe comparable international standards.
- 11.4 Insofar as the commercial inspection and notification duty is provided for by law, the Client must notify the Contractor of obvious defects within fourteen (14) days of handover of the goods. Defects which only come to light at a later point in time must be reported by the Client within fourteen (14) days of being discovered.
- 11.5 If acceptance by the Client is required by law or contractually agreed, the Client may refuse to provide declaration of acceptance and may decline to pay a payment on account associated with the acceptance if the service has not been provided in full or is defective. This also applies in the case of an agreed acceptance date or a period set for the Client by the Contractor for acceptance.
- 11.6 In the event of defects, the Client has the right to require subsequent improvements in accordance with valid law. The type and method of the subsequent improvement shall be at the Client's discretion. The location of the subsequent improvement shall, at the Client's discretion, either be the destination or acceptance location in the event acceptance is required by law or contractually agreed or another delivery location for the goods if the Contractor was aware of this on conclusion of the contract. The Contractor shall bear the costs for the subsequent improvement within the framework of the statutory provisions and carry out the subsequent improvement in every regard in accordance with the instructions and requirements of the Client. If the subsequent improvement does not take place within a reasonable period, the subsequent improvement has failed or a grace period for subsequent improvement is superfluous, the Client shall have its further statutory rights in the event of defects, in particular the right to reduction in purchase price.
- 11.7 If the subsequent improvement does not take place within a reasonable period, the subsequent improvement has failed or a grace period for subsequent improvement is not necessary, then in addition to the rights set out in 11.6 the Client shall have the right to remedy the defects itself or have them remedied by third parties at the expense and risk of the Contractor. In this case, the Client is entitled to demand compensation from the Contractor for the necessary measures. A grace period for subsequent improvement is superfluous in particular in cases in which there is a risk of disproportionately high damage and the Contractor cannot be contacted.

Otherwise, applicable law shall apply. Further rights of the Client arising from the statutory defect liability of the Contractor or from any guarantees shall not be affected by this.

- 11.8 Warranty claims for deliveries and services shall become time barred thirty-six (36) months from the transfer of risk unless a longer limitation period is provided for by law. Warranty claims for construction services shall become time barred five (5) years after acceptance unless a longer limitation period is provided for by law. Without an express written disclaimer, the Client does not waive its right to assert warranty claims.

## **12. Infringements of intellectual property rights**

The Contractor shall ensure that no patent, copyright or other intellectual property rights of third parties are violated by the delivery of the goods and/or the provision of the services by the Contractor and the contractual use thereof by the Client. Notwithstanding other statutory claims, the Contractor shall indemnify the Client against all third-party claims for which cases may be brought against the Client due to a violation of one of the aforementioned intellectual property rights insofar as this is based on a culpable breach of duty by the Contractor. The Contractor shall bear the costs for any licence fees, expenses and costs which the Client incurs to prevent and/or remedy violations of intellectual property rights.

## **13. Contractual penalties**

- 13.1 If the Contractor enters into default, the Client may demand a contractual penalty in the amount of 1% of the net price of the delayed delivery/service per full calendar week, however not exceeding a total of 5% of the net price of the delayed delivery/service. The Client is entitled to demand the contractual penalty in addition to the service and as a minimum amount for compensation for the damages owed by the Contractor in accordance with the statutory regulations; this shall not affect the assertion of further damages.
- 13.2 If a contractual penalty is incurred, the Client shall be entitled to assert this before the final payment becomes due without any reservation being required.

## **14. Liability, insurance**

- 14.1 Unless otherwise agreed in these General Terms of Purchase, the Contractor shall be liable in accordance with the statutory provisions.
- 14.2 At its own expense, the Contractor shall maintain (i) a sufficient liability insurance policy for damage for which it or its subcontractors or vicarious agents are responsible, (ii) a sufficient product liability insurance policy and (iii) a sufficient transport insurance policy. Proof of the amount of the insurance cover for each damage event shall be provided to the Client on request. The contractual and statutory liability of the Contractor remains unaffected by the scope and amount of its insurance cover.
- 14.3 If a claim for compensation is brought against the Client by a third party due to a product defect in the goods/service delivered by the Contractor, the Contractor shall indemnify the Client on first request against all third-party claims, including the

necessary defence costs associated with these claims, if the Contractor is responsible for the cause of the claim in its field of responsibility and organisation.

- 14.4 If the Client has to carry out a recall campaign due to a damage event within the meaning of the previous paragraph or if the Client incurs other expenses in connection with a third-party claim, the Contractor shall be obliged to reimburse the Client within the framework of its indemnity obligation for all necessary expenses arising from or in connection with a claim by a third party, including a recall campaign carried out by the Client. Regarding the content and scope of the recall measures to be carried out, the Client shall inform the Contractor, insofar as this is possible and reasonable from a time perspective, and provide the Contractor with the opportunity for subsequent improvement. Further statutory claims remain unaffected by this.

## **15. Invoicing, payment**

- 15.1 The agreed prices do not include the currently applicable value added tax. Invoices must be provided for all deliveries and services which are provided. These invoices must meet the respective statutory invoicing requirements pursuant to the national laws to which the deliveries/services being invoiced are subject. In the event self-billing (credit procedure) has been agreed, the Contractor shall provide the Client with all the necessary details pursuant to the respective valid tax law in advance.
- 15.2 The Contractor must provide a separate, auditable invoice for each order and this invoice must contain all the details required by the respective law. The invoice must include the Client's full order number and, where applicable, the Contractor's delivery note number. Proof of work and other documents must be submitted with the invoice. The invoices must match the details in the order with regard to the described goods, price, quantity, order of the items and item numbers. The invoices must be submitted to the invoice address specified by the Client in the order or by email.
- 15.3 The Client shall only make payments on account if such payments have been contractually agreed and the prerequisites for the payment becoming due are met unless the Contractor provides the Client with the corresponding securities. The securities are to be provided by a guarantee or directly enforceable guarantee of a bank/insurance company with its registered office in the European Union or Switzerland.
- 15.4 Unless otherwise agreed, the payment period begins once an invoice which meets the valid tax requirements has been received at the invoice address specified in the order. In the event of self-billing, the payment period begins on the date the credit notice is issued.
- 15.5 Unless otherwise agreed in writing, the Client shall pay the invoices as follows:  
- net within 90 calendar days  
- within 30 calendar days with 3% discount on the net invoice amount  
Payment is made subject to confirmation that the goods/services conform to the contractual specifications and have been provided in full.
- 15.6 In the event of a default in payment, the statutory regulations shall apply, whereby a written warning from the Contractor is always required before the Client enters into default. Default interest on amounts owed by the Client shall be 5% unless the Client provides proof of lesser damage.
- 15.7 Payments made by the Client do not constitute acceptance of the terms and prices set out in the invoice, a waiver of the Client's rights in the event of deviating

deliveries/services, the right to checking or the right to raise a complaint about an invoice for other reasons.

**16. Assignment of the contract, transfer, rebranding, offsetting, retention**

- 16.1 The Contractor may only assign the rights and obligations arising from the contract with the Client to third parties with the prior written permission of the Client.
- 16.2 The Contractor undertakes to inform the Client in writing of any assignment of the contract by operation of law and any change to its company name without undue delay.
- 16.3 The Client may assign the rights and obligations arising from the contract with the Contractor at any time, without the prior permission of the Contractor, to a company affiliated with its group insofar as this does not endanger the performance of the contract.
- 16.4 The Contractor may only set off claims asserted by the Client against reciprocal claims from this contractual relationship and against undisputed or legally established claims. The Contractor shall only have a right of retention in the event the claim due to which the right of retention is to be asserted is based on the same contractual relationship.

**17. Termination, withdrawal**

- 17.1 The Client's right to terminate the contract by giving notice or to withdraw from the contract shall be based on the contractual provisions unless otherwise provided for in the individual contract.
- 17.2 Either party shall be entitled to terminate the contract for good cause insofar as the respective statutory prerequisites for doing so have been met. Good cause for termination by the Client shall, in particular, be deemed to exist in the event:
  - the Contractor commits a breach of duty which is not stopped within a reasonable period specified by the Client and after a warning or unsuccessful warning and therefore the party terminating the contract cannot be expected to continue with the contractual relationship, taking into account all details of the individual case and weighing up the interests of both parties, or
  - the trust-based relationship is significantly and permanently damaged due to circumstances arising after the conclusion of the contract, e.g. due to a violation of regulations of criminal law or the commission of administrative offences in the performance of the contract by the Contractor or by third parties engaged by the Contractor for the performance of the contract and the party terminating the contract therefore cannot be expected to continue with the contractual relationship, taking into account all circumstances of the individual case and weighing up the interests of both parties, or
  - the Contractor's financial circumstances deteriorate significantly and this endangers the performance of the contract, or
  - the Contractor does not meet its obligation to pay taxes or make social security contributions, or
  - other circumstances exist which make the continuation of the contract with the Contractor unreasonable for the Client.

- 17.3 In the event of termination for good cause pursuant to 17.2, the services demonstrably provided by the Contractor in accordance with the contract up to the point in time of termination of the contract shall be remunerated on presentation of the corresponding proof. Payments already made by the Client shall be counted towards the remuneration or reimbursed in the case of overpayment. Further statutory rights and claims of the Client, in particular to compensation, remain unaffected.
- 17.4 If the Contractor has received documents, records, plans or drawings from the Client within the framework of the contractual partnership or for the performance of the contract, it shall return these to the Client without undue delay in the event the contract is terminated by either party. These provisions also apply in the event of withdrawal.

## **18. Contractor's return obligation in the case of the termination of the contract**

If the contract is terminated, the Contractor shall, regardless of the reason for termination, dismantle and remove the systems, tools and devices used and/or stored on the Client's premises without undue delay at its own expense. Waste and debris created as a result of the Contractor's works must be removed and disposed of properly by the Contractor at its own expense without undue delay. If the Contractor does not meet its obligations in this regard, the Client may carry out the works itself or have the works carried out by a third party and invoice the costs it incurs to the Contractor if the works are not completed on expiry of an appropriate period. These requirements also apply in the event of withdrawal.

## **19. Documents, confidentiality, rights of use**

- 19.1 The Contractor shall make available to the Client plans, calculations and other documents in the agreed quantity in order to not exceed the contractual implementation deadline.
- 19.2 The review and/or approval of the Contractor's documents by the Client does not release the Contractor from its contractual responsibility for these documents within the framework of the contract.
- 19.3 Models, designs, drawings, data, materials and other documents provided to the Contractor by the Client (hereinafter "Client documents") shall remain the property of the Client and shall be returned to the Client if it requests this at any time without undue delay. The Contractor shall not have a right of retention to the Client's documents. The Contractor shall observe the Client's property rights in all Client documents.
- 19.4 The Contractor undertakes to maintain confidentiality regarding all technical, scientific, commercial and other information, in particular the information contained in the Client documentation which it receives directly or indirectly (hereinafter "confidential information"). The Contractor is prohibited from using confidential information for commercial purposes, making such information the object of property rights, passing such information on or making such information accessible to third parties in any way. The Contractor shall be entitled to pass on confidential information to subcontractors approved by the Client if the subcontractor requires this information for the performance of the contract.

- Confidential information must not be used for purposes other than the performance of the contract. The aforementioned confidentiality obligation continues to apply for a period of ten (10) years after termination of the contract.
- 19.5 Information which the Contractor lawfully possessed, which was lawfully known by the public or which the Contractor received lawfully from a third party before disclosure by the Client are exceptions to this confidentiality obligation. This confidentiality obligation also excludes information passed on to individuals subject to a statutory confidentiality obligation, whereby the Contractor may not release such individual from their confidentiality obligation. The Contractor shall bear the burden of proof for such exception.
- 19.6 The Contractor shall take corresponding contractual measures to ensure that its employees and other vicarious agents engaged for the performance of the contract are also obliged to maintain confidentiality pursuant to the above confidentiality provisions. On request, the Contractor shall provide the Client with written confirmation of compliance with these obligations.
- 19.7 In particular, the Contractor shall take all necessary and appropriate precautions and measures to effectively protect the confidential information it receives against loss or unauthorised access at all times. This also includes, in particular, the creation and maintenance of suitable and necessary entry and access protection measures for facilities, storage spaces, IT systems, data storage and other information carriers, in particular such which contain confidential information. It also includes training and instructing individuals who have access to confidential information pursuant to this clause. The Contractor is obliged to inform the Client in writing without undue delay in the event that confidential information is lost and/or made accessible to unauthorised parties.
- 19.8 "Work results" are all work results of the Contractor and work results of third parties engaged by the Contractor for the performance of the contract which are created in connection with the order and all copyright-protected objects and services of the Contractor which may arise in connection with performance of the contract, in particular all plans, drawings, graphics, calculations and other documents.
- 19.9 The Contractor shall grant to the Client the right, which is freely transferable and/or sub-licensable to third parties and unlimited by space, content and time, to the work results in all known media formats, including electronic media, internet and online media, which are stored on all image, sound and data carriers, and the right to use these for the contractually agreed and or contractually required purposes. The contractual purposes include, in particular, the right to processing and editing, to storage in all media and to reproduction. The Contractor will ensure that the necessary granting of rights for this by third parties takes place. The Client declares that it consents to this granting of rights.
- 19.10 Furthermore, the Contractor grants the Client an exclusive right of use to the work results which the Contractor has specifically created for the Client or had created via third parties and shall acquire the necessary rights from third parties. The Client consents to the granting of rights. The pre-existing rights of the Contractor or third parties remain unaffected by this.
- 19.11 Unalienable copyright personality rights pursuant to the Copyright Act shall remain unaffected by the above provisions.
- 19.12 The granting of the rights set out in 19.9 and 19.10 shall be deemed remunerated with the agreed remuneration.

## **20. Data protection**

- 20.1 In the event the Contractor receives or otherwise acquires personal data of the Client's employees (hereinafter "personal data") within the framework of the performance of the respective contract, the following provisions shall apply.
- 20.2 If the processing of the personal data acquired in the aforementioned manner does not take place on behalf of the Client, the Contractor shall only be entitled to process the personal data for the performance of the respective contract. The Contractor shall not be permitted to process the personal information in any other way, in particular it shall not be authorised to pass on the personal data to third parties and/or use it for its own purposes and/or profit from it unless this is permissible under valid law.
- 20.3 The Contractor shall be entitled if and insofar as this is permissible under valid law to further process the personal data, in particular to transmit it to affiliated companies for the purpose of the performance of the respective contract. The Contractor shall ensure that its employees only have access to the personal data if and insofar as these employees require access for the performance of the respective contract (need-to-know principle). The Contractor shall design its internal organisation such that compliance with data protection requirements is ensured. In particular, the Contractor shall take technical and organisational measures which guarantee a security level appropriate to the risk of misuse and loss of personal data.
- 20.4 The Contractor shall not acquire any ownership or other rights to the personal data and is required to rectify, erase and/or restrict processing of the personal data in accordance with the provisions of applicable law. A right of retention by the Contractor with regard to personal data is excluded.
- 20.5 In addition to its statutory obligations, the Contractor is required to inform the Client in the event of a personal data breach, in particular in the event of loss, without undue delay, however no later than 24 hours after becoming aware of such incident. On termination or expiry of the respective contract, the Contractor shall erase the personal data, including all copies, in accordance with the valid laws.

## **21. Compliance**

- 21.1 The Client has high compliance standards, as set out in its Code of Conduct (<https://all4labels.com/responsibility/compliance/>).
- 21.2 The Contractor confirms and declares that it agrees to the following:
- (i) to take measures to comply with the valid laws or regulations, in particular in relation to bribery and corruption and the Client's Code of Conduct
  - (ii) to inform the purchaser without undue delay about any event which may be deemed a violation and to remedy this without undue delay.

## **22. Publicity, severability clause, applicable law, place of jurisdiction**

- 22.1 The Contractor may only make reference to its business connection with the Client or otherwise make this public with the prior written permission of the Client or insofar as this is essential for the performance of the contract.
- 22.2 In the event of the invalidity or unenforceability of a provision or part of a provision of this contract, this shall not affect the validity of the contract as a whole.

- 22.3 Only Swiss law shall apply to the exclusion of (i) the UN Convention on Contracts for the International Sale of Goods ("CISG") of 11 April 1980 and (ii) the conflict of laws regulations which are valid in Switzerland.
- 22.4 The place of jurisdiction shall be the competent court for the registered office of the Client. The Client may instead choose to bring a claim at the competent court according to applicable law.