

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF
SWAROVSKI MOBILITY GMBH**

1. GENERAL

- 1.1 These General Terms and Conditions of Purchase ("**Terms**") shall apply exclusively to the delivery of products ("**Products**") from the supplier ("**Supplier**") to SWAROVSKI MOBILITY GmbH ("**SWAROVSKI MOBILITY**"). Supplier's additional or different terms, in particular Supplier's general terms and conditions, shall not apply, irrespective of whether or not such terms have been expressly rejected by SWAROVSKI MOBILITY. The Terms shall also apply exclusively if SWAROVSKI MOBILITY, having knowledge of other terms of Supplier, effects contractual performance without reservation.
- 1.2 No change or modification of the Terms shall be valid or binding on either party unless made in writing. This also applies to the cancellation of this written form requirement.
- 1.3 SWAROVSKI MOBILITY reserves the right to amend the Terms from time to time at its sole discretion upon giving Supplier reasonable prior written (including fax and email) notice thereof. Such amendments shall apply to all future transactions regarding Products.

2. OFFERS, INDIVIDUAL TRANSACTIONS

- 2.1 Offers by Supplier shall be binding for a period of four (4) weeks.
- 2.2 Individual transactions (offers and purchase orders) as well as any modifications and amendments thereto shall be made in writing or in text form (including fax and email) in order to be effective.
- 2.3 Individual transactions may also be concluded by Supplier signing a nomination letter of SWAROVSKI MOBILITY.

3. SPECIFICATIONS, DEVELOPMENTS, CHANGES

- 3.1 Products shall be free from defects in material and comply with the specifications and quality requirements set forth or referred to in the purchase order or agreed to in the nomination letter (as applicable). Products shall be state-of-the-art and fulfill the agreed functions and purposes.
- 3.2 Products shall be free from defects in title, and notably free from copyrights, patents, rights to inventions, design patents, rights in utility models, name rights, rights in logos, rights in distinguishing slogans, trademark rights or other intellectual and industrial property rights ("**IP Rights**") of third parties, as well as free from mortgages, liens, rights of preemption, options and other encumbrances, distribution rights and security interests of third parties.
- 3.3 As necessary to deliver the Products, Supplier shall adapt and improve its product range and product serial program ("**Supplier Serial Program**") or newly develop Products, respectively.
- 3.4 SWAROVSKI MOBILITY may request Supplier to make reasonable changes to Products, e.g. in the event of changes requested by the customer of SWAROVSKI MOBILITY ("**Customer**") or its end customer ("**End Customer**"). Any other changes concerning Products shall be permitted only if agreed in writing.
- 3.5 Supplier shall provide to SWAROVSKI MOBILITY (a) any applicable safety, storage, handling, operational and maintenance instructions and guidelines for Products, and (b) detailed information and specifics of Products and their ingredients.

4. COMPLIANCE WITH LAWS, COMPETITIVENESS

- 4.1 Supplier guarantees that Products comply with all applicable statutory laws and regulations as well as regulations of professional organizations and specialized associations and industry

standards, including applicable statutory laws and regulations and industry standards in force throughout the world relating to the manufacture, labeling, storage, supply, transport or disposal of Products, in particular with all regulatory requirements under applicable product safety, restriction or prohibition of substances, chemicals, environmental as well as export control laws and regulations and related industry standards ("**Applicable Regulations**").

- 4.2 Supplier guarantees to comply with all applicable anti-corruption laws.
- 4.3 Supplier shall remain competitive with other suppliers in terms of price, technology, quality and other material terms of supply.

5. **QUALITY, TEST REPORTS, AUDIT**

- 5.1 Supplier shall ensure that for Products only qualified personnel is used.
- 5.2 Supplier shall constantly monitor the quality of Products and their compliance with the specifications. Supplier shall inform SWAROVSKI MOBILITY of any possible improvements and any occurrences adversely affecting Products without undue delay in writing.
- 5.3 Supplier shall perform a quality inspection of outgoing Products and create a detailed documentation thereof.
- 5.4 Supplier shall provide to SWAROVSKI MOBILITY any testing certificates for Products supplied to or for SWAROVSKI MOBILITY. In the event of a first-time delivery or new Product developments or any changes, reworking, developments or improvements to the Supplier Serial Program or Supplier's production processes, upon SWAROVSKI MOBILITY's request, Supplier shall provide to SWAROVSKI MOBILITY (i) initial samples of Products manufactured under series conditions, (ii) corresponding initial samples inspection reports and (iii) prototypes of Products; in this case, the delivery of Products in series requires SWAROVSKI MOBILITY's prior written approval. SWAROVSKI MOBILITY's approval shall not release Supplier from its obligation to deliver Products free from defects.
- 5.5 Supplier shall keep detailed quality records including monitoring results, testing certificates, initial sample test reports and all documents to be filed with the competent authorities for ten (10) years from their creation.
- 5.6 SWAROVSKI MOBILITY may, upon reasonable prior notice and during Supplier's normal business hours, audit or have audited Supplier and any documents relating to quality.

6. **CUSTOMER TERMS**

- 6.1 Supplier shall comply with the terms and documents of Customer and End Customer ("**Customer Terms**") set forth or referred to in the purchase order or agreed to in the nomination letter (as applicable).
- 6.2 Supplier shall (a) ensure that SWAROVSKI MOBILITY is able to fulfill all obligations arising for SWAROVSKI MOBILITY under the Customer Terms so far as such obligations relate to the Supplier and Products; (b) carry out all reasonable acts necessary in this connection; and (c) grant the Customer or End Customer (as applicable) the rights as required by the Customer Terms.

7. **DELIVERY, DELIVERY DATES, TITLE**

- 7.1 Deliveries of Products shall be made DDP Incoterms 2010 to the place of delivery specified by SWAROVSKI MOBILITY in the purchase order or agreed to in the nomination letter (as applicable).
- 7.2 Products shall be packed properly and in a manner appropriate for their safe and secure transport. Supplier shall comply with SWAROVSKI MOBILITY Product packaging and delivery

policies and instructions as well as regulations and procedures applicable at the SWAROVSKI MOBILITY facility where delivery is made as communicated to Supplier by SWAROVSKI MOBILITY.

- 7.3 In all transit documents, consignment notes or other delivery and shipping documents and any other correspondence, the complete purchase order numbers (if any) and any other information agreed in an individual transaction shall be stated. In addition, delivery and shipping documents shall contain all other necessary documents and information, in particular (i) two (2) invoices, (ii) movement certificates and certificates of origin (Form A) for customs processing, (iii) a list of delivered Products, (iv) the customs tariff number(s) and (v) the net weight of delivered Products.
- 7.4 Agreed delivery dates and periods for Products shall be binding. The date of receipt of Products at the place of delivery specified by SWAROVSKI MOBILITY in the purchase order or agreed to in the nomination letter (as applicable) shall be relevant for adherence to the delivery periods and dates by Supplier.
- 7.5 The parties may agree on partial deliveries by Supplier in writing or text form (including fax and email); in this case, Supplier shall indicate in the delivery documents the remaining portion still outstanding.
- 7.6 SWAROVSKI MOBILITY shall not be obliged to accept partial or early deliveries of Products. SWAROVSKI MOBILITY reserves the right to refuse acceptance of such deliveries and to return Products at Supplier's expense and risk. If Products delivered early are not returned, they shall be stored by SWAROVSKI MOBILITY up to the agreed delivery dates or periods at Supplier's expense and risk; alternatively, SWAROVSKI MOBILITY may accept such deliveries, but the agreed payment terms shall remain unaffected. In the case of partial deliveries, Supplier shall indicate in the delivery documents the remaining portion still outstanding; SWAROVSKI MOBILITY may accept such deliveries, in which case the agreed payment terms shall apply on a pro-rata basis and the delivery dates or periods shall remain unaffected.
- 7.7 If circumstances as a result of which the delivery periods or dates cannot be adhered to become known to Supplier, Supplier shall inform SWAROVSKI MOBILITY thereof without undue delay in writing, stating the reasons and the probable duration of the delay. This shall not affect the agreed delivery periods and dates. In the case of a supply shortfall or any other shortage on the part of Supplier, Supplier shall use its best efforts to preferentially fulfill its supply obligations towards SWAROVSKI MOBILITY.
- 7.8 In the event of a delayed or incomplete delivery of any Product, (a) SWAROVSKI MOBILITY shall be entitled, after fruitless expiry of a reasonable grace period set by SWAROVSKI MOBILITY, or without granting a grace period in the case the parties have agreed on a just-in-time delivery, to rescind the individual transaction in whole or in part; and, (b) in the event of Supplier's fault (*Verschulden*), Supplier shall pay damages and bear, and reimburse SWAROVSKI MOBILITY for, all costs and expenses caused by the delayed or incomplete delivery.
- 7.9 SWAROVSKI MOBILITY will accept simple retention of title (*einfacher Eigentumsvorbehalt*) to Products ("**Reserved Products**") if requested by Supplier in writing, provided that such retention of title shall expire upon payment of the purchase price agreed for the relevant Reserved Product, and further provided that SWAROVSKI MOBILITY is authorised by Supplier to use, process, change, rework, develop, improve, combine, integrate, offer, import, export, advertise, distribute and resell the Reserved Products in the course of its ordinary business activities. SWAROVSKI MOBILITY rejects any other reservation of title by Supplier or other security interests in Products of Supplier.

8. PRICES, PAYMENT TERMS

- 8.1 The prices agreed by SWAROVSKI MOBILITY and Supplier are fixed prices excluding applicable sales taxes, VAT or any similar charges which shall be invoiced separately, as well as taxes

and governmental charges which SWAROVSKI MOBILITY or Supplier needs to withhold by applicable laws. The prices shall be DDP Incoterms 2010 to the place of delivery specified by SWAROVSKI MOBILITY in the purchase order or agreed to in the nomination letter (as applicable). The prices include all delivery and transport packaging as well as ancillary costs. Price changes shall be valid only if agreed in writing.

8.2 Payment terms shall be thirty (30) days net, or fourteen (14) days with a discount of three per cent (3%), after duly delivery of Products and receipt of a duly and auditable invoice by SWAROVSKI MOBILITY. Invoices shall not be issued prior to the dispatch of Products and shall not be sent together with Products.

8.3 All invoices shall be issued in accordance with the template invoice provided to Supplier by SWAROVSKI MOBILITY (if any) and shall contain (i) the complete purchase order number and date (if applicable), (ii) a list of the delivered Products and their quantities and (iii) the price. These requirements also apply if the parties have agreed on collective invoicing. Invoices that do not fulfill the foregoing requirements will not be accepted and shall be deemed not received until such time as they have been corrected or completed.

9. CLAIMS FOR DEFECTS

9.1 SWAROVSKI MOBILITY reserves the right to reject Products as defective. SWAROVSKI MOBILITY shall inspect or have inspected Products for defects in the ordinary course of business. SWAROVSKI shall notify or have notified obvious defects within two (2) weeks of delivery; obvious defects are externally visible defects such as obvious damages in transit and obvious deviations of identity and quantity of Products. Other defects shall be notified within two (2) weeks of being discovered.

9.2 In the case of a defect, Supplier shall - at SWAROVSKI MOBILITY's choice - render subsequent performance by repairing defective Products or replacing them with non-defective Products. If subsequent performance fails within a reasonable grace period granted to Supplier by SWAROVSKI MOBILITY or is impossible, SWAROVSKI MOBILITY may - at its choice - rescind the individual transaction or reduce the price; alternatively, SWAROVSKI MOBILITY may, at Supplier's expense, perform itself any acts reasonably required to rectify the defect or have such acts performed by a third party.

9.3 The place of subsequent performance shall be the place where the defective Product is currently located in accordance with its usual or agreed function.

9.4 Supplier shall bear, and reimburse SWAROVSKI MOBILITY for, all costs and expenses related to a defect and the subsequent performance, including costs for the inspection of Products, the identification of defects, transport, labor and material, sorting, retooling, rectification of defects by SWAROVSKI MOBILITY as well as dismounting and installing.

9.5 The limitation period shall be three (3) years from the delivery of Product. In the case of subsequent performance by way of replacement of defective Product with non-defective Product, the limitation period shall commence anew from the time of the replacement delivery, unless such replacement delivery appears insignificant in light of its volume, duration and costs, or unless SWAROVSKI MOBILITY had to assume that, in light of Supplier's reaction, Supplier did not consider being obliged to make subsequent performance but rather did so as a gesture of goodwill or for other similar reasons. The same shall apply in the case of repair of the defect as far as the same defect or the consequences of a failed rectification are concerned.

9.6 SWAROVSKI MOBILITY's claims pursuant to this Clause 9 are in addition to the statutory claims or implied warranties for defects available to SWAROVSKI MOBILITY.

9.7 The claims for defects pursuant to this Clause 9 and the statutory claims or implied warranties for defects available to SWAROVSKI MOBILITY may be asserted by SWAROVSKI MOBILITY also in respect of guarantees given by Supplier. Liability to pay damages shall be independent

of fault in cases in which Supplier has given a guarantee. Any additional claims directly resulting from a guarantee given by Supplier shall remain unaffected.

10. **LIABILITY FOR DAMAGES, PRODUCT LIABILITY, INSURANCE**

- 10.1 Supplier shall be liable for all damages caused by Supplier's willful misconduct or negligence or the breach of a guarantee by Supplier. Supplier's liability for damages under applicable law shall not be excluded or limited in any manner.
- 10.2 Supplier shall duly perform its product monitoring obligations. Supplier shall inform SWAROVSKI MOBILITY in writing, immediately upon obtaining knowledge thereof or suspecting so, about (i) any defects of Products, or other Product characteristics, which are relevant to product liability, in particular which appear to warrant defensive measures, warning notices, services actions or recalls ("**Field Measures**"), and (ii) related governmental agency orders, judicial decisions and actual or impending third party claims. Supplier shall coordinate Field Measures affecting SWAROVSKI MOBILITY with SWAROVSKI MOBILITY; moreover, Supplier shall secure and provide to SWAROVSKI MOBILITY all necessary evidence and other relevant information. Supplier shall cooperate with SWAROVSKI MOBILITY with respect to SWAROVSKI MOBILITY Field Measures relating to Products.
- 10.3 Supplier shall bear, and reimburse SWAROVSKI MOBILITY for, all costs and expenses (including reasonable attorney fees) incurred for SWAROVSKI MOBILITY Field Measures, whether performed by SWAROVSKI MOBILITY as a precautionary measure or otherwise, to the extent that such Field Measures originate from the sphere of responsibility or the organization of Supplier. Supplier shall reimburse to SWAROVSKI MOBILITY the purchase price for affected Products and SWAROVSKI MOBILITY may, at Supplier's expense, return such Products to Supplier.
- 10.4 Supplier shall bear the burden of proof that any defect of Product, or other Product characteristics, is not relevant to product liability and does not warrant Field Measures, in particular does not warrant the specific Field Measures performed by SWAROVSKI MOBILITY.
- 10.5 Supplier shall take out and maintain adequate insurance coverage in types and amounts sufficient to protect against possible risks arising out of Products, including product liability insurance (for personal injury, property damage, economic loss and Field Measures) and coverage for contractually assumed liability, but in any event in an amount no less than five million Euro (EUR 5,000,000). At SWAROVSKI MOBILITY's request, Supplier shall submit appropriate evidence of such insurance to SWAROVSKI MOBILITY. SWAROVSKI MOBILITY has the right to specify the minimum coverage requirements. Supplier's foregoing obligations do not limit Supplier's liability under the Terms.

11. **SPARE PARTS**

- 11.1 Without prejudice to any special agreements in an individual transaction, Supplier shall ensure the supply of spare parts for Products ("**Spare Parts**") for a period of fifteen (15) years following the last delivery of the respective Product to SWAROVSKI MOBILITY.
- 11.2 The supply of Spare Parts shall be carried out through Supplier's usual distribution channels for Spare Parts on commercially reasonable terms.
- 11.3 SWAROVSKI MOBILITY is under no obligation to purchase Spare Parts from Supplier.

12. **SWAROVSKI MOBILITY TOOLS, SPECIFICATIONS AND IP RIGHTS**

- 12.1 SWAROVSKI MOBILITY shall retain title (a) in all tools, objects and materials of SWAROVSKI MOBILITY or made available by SWAROVSKI MOBILITY or its Customers or End Customers to Supplier ("**SWAROVSKI MOBILITY Tools**"), and (b) in all specifications, requirements and

other technical information of SWAROVSKI MOBILITY or made available by SWAROVSKI MOBILITY or its Customers or End Customers to Supplier ("**SWAROVSKI MOBILITY Requirements**").

- 12.2 SWAROVSKI MOBILITY shall retain all IP Rights in or associated with SWAROVSKI MOBILITY Tools and SWAROVSKI MOBILITY Requirements as well as the right to register any of such rights ("**SWAROVSKI MOBILITY IP Rights**"). Supplier is not entitled to use SWAROVSKI MOBILITY IP Rights unless permitted under the Terms or an individual transaction, in particular for advertising, promotion or marketing purposes and in publications.
- 12.3 Supplier shall use SWAROVSKI MOBILITY Tools and SWAROVSKI MOBILITY Requirements at its risk and for no purpose other than the manufacture and delivery of Products. Supplier shall use SWAROVSKI MOBILITY Tools and SWAROVSKI MOBILITY Requirements in accordance with SWAROVSKI MOBILITY's instructions. Supplier shall not make available SWAROVSKI MOBILITY Tools and SWAROVSKI MOBILITY Requirements to third parties. Supplier shall immediately return SWAROVSKI MOBILITY Tools and SWAROVSKI MOBILITY Requirements at any time upon being requested to do so by SWAROVSKI MOBILITY or, on its own initiative, no later than upon completion of the relevant individual transaction. Any incidents shall be notified by Supplier to SWAROVSKI MOBILITY without undue delay in writing.
- 12.4 Supplier shall clearly and permanently mark SWAROVSKI MOBILITY Tools as such, keep them in immaculate condition and good repair, and treat them by using the same degree of care as Supplier uses to protect its own tools ("**Supplier Tools**"), but not less than a reasonable degree of care. Any processing, change, and reworking of SWAROVSKI MOBILITY Tools require SWAROVSKI MOBILITY's prior written approval. Supplier shall provide sufficient insurance for SWAROVSKI MOBILITY Tools at their replacement value against loss, damage and destruction. The sale, pledge or assignment as security is prohibited. Supplier is obliged to give notice of SWAROVSKI MOBILITY's ownership in the event of seizures and other impairments of the ownership interests and shall notify SWAROVSKI MOBILITY hereof in writing without undue delay.

13. **IP RIGHTS IN PRODUCTS AND SUPPLIER TOOLS**

- 13.1 SWAROVSKI MOBILITY and its affiliates within the meaning of Sections 15 et seq. of the German Stock Corporation Act (*AktG*) ("**SWAROVSKI Affiliates**") shall have the worldwide, perpetual, irrevocable, transferable and sublicensable right (a) to use, process, change, rework, develop, improve, combine, integrate, offer, import, export, advertise, distribute and resell Products; (b) to repair and maintain Products; and (c) to have the foregoing acts performed by a third party.
- 13.2 SWAROVSKI MOBILITY shall be the owner of any IP Rights in any changes, reworking, developments or improvements of Products, the Supplier Serial Program or Supplier's production processes, new Product developments and Supplier Tools by SWAROVSKI MOBILITY or SWAROVSKI Affiliates or based on SWAROVSKI MOBILITY Requirements. So far as Supplier acquires such IP Rights by operation of law, it hereby assigns the IP Rights with effect at the time the rights are acquired to SWAROVSKI MOBILITY. So far as is legally possible, SWAROVSKI MOBILITY is entitled to have the foregoing IP Rights recorded on the relevant register of the competent authorities. Supplier shall carry out all acts, give all declarations and provide all support required for such registration free of charge.
- 13.3 Clause 13.2 shall apply correspondingly to all IP Rights created by using SWAROVSKI MOBILITY Tools.
- 13.4 Without prejudice to Clause 13.1, and unless agreed otherwise in an individual transaction, Supplier shall be the owner of any IP Rights in Products and Supplier Tools not belonging to SWAROVSKI MOBILITY pursuant to Clauses 13.2 and 13.3.

14. SECURITY IN SUPPLIER TOOLS

- 14.1 Unless agreed otherwise in an individual transaction, Supplier shall transfer title in any Supplier Tools used for the purposes of an individual transaction as security to SWAROVSKI MOBILITY so long as this is necessary to ensure the delivery of Products to SWAROVSKI MOBILITY.
- 14.2 In the event of a delivery delay of Supplier, SWAROVSKI MOBILITY may request surrender of, and use, Supplier Tools if this is necessary in connection with the Customer Terms.

15. CONFIDENTIALITY, PUBLICATIONS

- 15.1 "**Confidential Information**" means all contractual arrangements between the parties, information about Supplier's cooperation with SWAROVSKI MOBILITY and all SWAROVSKI MOBILITY information which is marked or designated as "confidential" or in a similar manner or is confidential by its nature. Confidential Information includes the SWAROVSKI MOBILITY Requirements, the Customer Terms as well as nominations letters, purchase orders and other commercial information provided to Supplier by SWAROVSKI MOBILITY.
- 15.2 Supplier shall hold in confidence Confidential Information and shall not disclose to third parties or allow third parties partial or entire access to Confidential Information. Supplier shall protect Confidential Information by using the same degree of care as Supplier uses to protect its own confidential information, but not less than a reasonable degree of care. Supplier shall disclose Confidential Information only to such employees having a specific need to know for the performance of an individual transaction, provided that they are bound by confidentiality obligations no less restrictive than this Clause 15. Supplier shall not use Confidential Information for any purpose other than the performance of the individual transaction. The foregoing confidentiality obligations shall apply also for a period of five (5) years after termination of the parties' business relationship.
- 15.3 The foregoing confidentiality obligations shall not apply to information that is (a) or becomes publicly known through no unauthorized act of Supplier; (b) already known by Supplier without an obligation of confidentiality before receipt by SWAROVSKI MOBILITY; (c) independently developed by Supplier without use of Confidential Information; (d) approved in writing by SWAROVSKI MOBILITY for disclosure; or (e) required to be disclosed pursuant to a requirement of law or a governmental agency order or a judicial decision, provided that Supplier provides SWAROVSKI MOBILITY with timely written notice of such requirement prior to any such disclosure and limits the disclosure as far as this is legally possible.
- 15.4 Supplier shall immediately return or destroy Confidential Information as well as all copies thereof at any time upon being requested to do so by SWAROVSKI MOBILITY, or, on its own initiative, no later than upon completion of the relevant individual transaction. Supplier shall certify in writing that it has done so upon SWAROVSKI MOBILITY's request.
- 15.5 Supplier shall not discredit SWAROVSKI MOBILITY and shall not pretend any relationship between Supplier or Products and SWAROVSKI MOBILITY and shall not make reference to SWAROVSKI MOBILITY in publications or other Supplier information, whether written or orally.

16. INDEMNIFICATION BY SUPPLIER, THIRD PARTY IP RIGHTS

- 16.1 Supplier shall hold harmless and indemnify SWAROVSKI MOBILITY from and against any claims, damages, costs and expenses (including reasonable attorney fees) arising out of or resulting from or in connection with the violation of any (a) Applicable Regulations by Products; (b) anti-corruption laws by Supplier; and (c) national or foreign product liability laws to the extent that the violation originates from the sphere of responsibility or the organization of Supplier.
- 16.2 In the event of Supplier's fault, Supplier shall hold harmless and indemnify SWAROVSKI MOBILITY from and against any claims, damages, costs and expenses (including reasonable attorney fees) arising out of or resulting from or in connection with (a) the violation of third party

IP Rights by Products or the use, processing, change, reworking, development, improvement, combination, integration, offer, import, export, advertising, distribution or resale of Products by SWAROVSKI MOBILITY in accordance with the Terms; (b) defects of Products; and (c) any violation of the Terms by Supplier.

- 16.3 In the event that Products infringe third party IP Rights, Supplier shall use its best efforts to place SWAROVSKI MOBILITY in a position to use Products without infringing such third party IP Rights.
- 16.4 Further claims for defects shall not be affected.
- 16.5 Supplier's obligations under Clauses 16.1(a), 16.2 and 16.3 shall not apply so far as Products are manufactured according to SWAROVSKI MOBILITY Requirements and Supplier does not know or could not have known the relevant violation.

17. ASSIGNMENT, SUBCONTRACTING

Supplier may only assign its rights and obligations in whole or in part with the prior written approval of SWAROVSKI MOBILITY. SWAROVSKI MOBILITY is permitted to assign its rights and obligations in whole or in part, in particular, to SWAROVSKI Affiliates.

18. APPLICABLE LAW, DISPUTE RESOLUTION AND VENUE

- 18.1 All legal relations between SWAROVSKI MOBILITY and Supplier shall be governed exclusively by German law without regard to principles of conflict of laws. The applicability of the United Nations Conventions on Contracts for the International Sale of Goods shall be excluded.
- 18.2 If Supplier has its place of business within the European Economic Area, in the event of any dispute arising hereunder or out of an individual transaction, the District Court Munich I (*Landgericht München I*), Germany, or - at SWAROVSKI MOBILITY's choice - the competent court at Supplier's place of business shall have exclusive jurisdiction.
- 18.3 If Supplier has its place of business outside the European Economic Area, all disputes arising out of or in connection with the present Terms or an individual transaction shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be in Munich, Germany. The language of arbitration shall be English.

19. MISCELLANEOUS

- 19.1 Unless agreed otherwise in the Terms or an individual transaction, each party shall bear its costs in connection with the individual transaction including the costs incurring in connection with the performance of its obligations and the exercise of its rights under the Terms.
- 19.2 All notices required to be in writing shall be sent to the other party by fax or email in advance.
- 19.3 A SWAROVSKI Affiliate shall not be jointly or severally liable for debts or other obligations of any other SWAROVSKI Affiliate.
- 19.4 Supplier shall only be entitled to exercise a right of retention or set-off if its counterclaims are final, are not contested or have been acknowledged by SWAROVSKI MOBILITY. The exercise of any retention right shall only be permitted to the extent that the counterclaim is based on the same contractual relationship.
- 19.5 If provisions of an individual transaction or the Terms should be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby.
- 19.6 The failure or delay of either party to exercise any right hereunder shall not be deemed to be a waiver of such right in that or any future circumstance. No waiver shall be effective unless in

writing and signed by both parties. The parties are independent contractors, and are not intended and shall not be deemed to be partners or joint ventures, or to have an employment, distributor, or agency relationship.

Swarovski Mobility GmbH
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