General Terms and Conditions of Operaio GmbH

Version 2.0 dated 1st September 2020

1. Subject of the contract

These General Terms and Conditions ("GTC") form an integral part of all individual contracts concluded between Operaio GmbH ("Supplier") and the Customer ("the contract") and govern the rights and obligations relating to the provision of the agreed services.

2. Services of the supplier

2.1. General duty of care

The Supplier undertakes to perform the tasks assigned to it professionally, faithfully and diligently in compliance with any instructions issued by the Customer, internal Customer instructions and customary industry standards and practices.

However, with respect to the assigned tasks, the Supplier does not undertake to achieve any specific goal or any technical or other effect or success whatsoever, apart from the properties assured in writing and the delivery objects agreed in writing. The economic risk in relation to all services of the Supplier lies exclusively with the Customer.

2.2. Deployed employees

The Supplier undertakes to deploy only carefully selected employees, who have the required expertise and qualifications. In addition, it shall ensure continuity as far as possible with regard to the deployed employees.

2.3. Sub-suppliers and involvement of third parties

The Supplier may involve both legal entities and natural persons as sub-suppliers and/or third parties for the performance of the contract. The Supplier shall impose all duties of care and confidentiality on the third parties and sub-suppliers involved.

2.4. Place and time of the service provision

The respective registered offices of the parties shall be deemed to be the places of use and performance, subject to any written agreement to the contrary. The working hours for the provision of services shall be determined by the Customer after consultation with the Supplier. Unless otherwise agreed in writing, working hours shall be deemed to be Monday to Friday, in each case 08:00 hrs to 17:00 hrs, except on official holidays at the place of performance of the relevant service.

Insofar as services or assignments are provided on the Customer's premises, the Supplier's employees shall comply with the Customer's internal rules and regulations. Devices, data carriers or business papers may only be removed from the Customer's premises in consultation with the Customer's supervisor concerned and with the latter's express permission.

2.5. Information and documentation obligation

The Supplier shall inform the Customer of all interventions and changes to its IT systems that are due to be made in the course of the provision of the service. It shall agree upon the time frame with the Customer and provide information in an appropriate manner about:
- the manner, in which the service is provided,
- the date and estimated duration of the service provision,
- possible risks and consequences for the operation of the software system, and
- any fallback scenarios.

The Customer shall check the information and confirm in an appropriate manner that it agrees to these interventions or changes to its IT systems. As long as there is no confirmation from the Customer, the services shall be continued in accordance with the existing contractual agreements. The Customer's confirmation shall not constitute an obligation to cooperate on the part of the Customer, on which the further provision of services by the Supplier is dependent.

The Supplier shall carefully document the services rendered and the work results achieved and shall report to the Customer on the status of the work on a monthly basis and upon request. It shall notify the Customer in writing without delay if it becomes aware of facts that jeopardise the proper or timely execution of the assigned work or lead to any agreed cost ceiling being exceeded.

2.6. Protection and storage of entrusted data

The Supplier complies with the provisions and requirements of the relevant data protection legislation.

The storage of data on the Supplier's IT systems shall only take place with the consent of the Customer. **In this regard, the Customer acknowledges and agrees that the data entrusted to the Supplier may also be stored on the physical servers of a third party. The relevant servers of the third party may also be located outside Switzerland or the EU; the level of data protection may differ from the Swiss level of data protection.**

The Supplier shall neither use the Customer's entrusted data for its own commercial purposes nor make it accessible to third parties without the Customer's consent. The entrusted data shall only be made accessible to employees as well as to involved sub-suppliers and third parties to the extent necessary. The Supplier shall also protect the data entrusted to it against unauthorised access, data corruption and data loss, taking into account the security standards customary in the industry or another security standard agreed in writing.

2.7. Software products used by the Supplier

In the absence of a written agreement to the contrary, the Supplier shall decide itself on the software products used by it in the course of performing the assigned work, insofar as these are not installed or used on the Customer's IT systems at all or only for a short period of time.

Insofar as the Supplier uses software products that are not already installed on the Customer's IT systems or are otherwise made available by the Customer, the Supplier shall ensure that it has the licence rights required for the use of these software products.

3. Responsibility and duties of the Customer

3.1. Provision of resources and staff

The Customer shall provide the Supplier with all logical and physical accesses to its IT systems required for the provision of the service in good time.

The Customer shall designate a qualified employee, with whom all technical details, including any interruptions to operations or changes to the agreed service content, can be discussed ("Technical Contact Person").

The Customer shall designate a qualified employee, who is responsible for the supervision of the contractual relationship and with whom the business details can be discussed ("Business Contact Person").

The contact persons are defined together with the Customer in a contact list. The Customer shall inform the Supplier immediately of any personnel changes and designate a new contact person. The Supplier shall then send the customer an updated contact list.

The Customer shall provide the Supplier with at least the same work space, hardware and software products, facilities and services for services performed at the Customer's premises or those of third parties as it grants to its own employees for the performance of similar work.

3.2. Software products for Customer's IT systems

Unless otherwise agreed in writing, the Customer shall procure the software products permanently required on its IT systems for the provision of services by the Supplier as well as the licences and licence renewals required for this at its own expense and risk.

In the absence of a written agreement to the contrary, the Supplier shall assume in good faith that it is entitled to use the software products already installed on the Customer's IT systems as well as the software products otherwise provided by the Customer for the performance of the agreed service in accordance with their intended use.

3.3. Legitimate use of the infrastructure

The Customer shall comply with the relevant legal provisions when using the Supplier's services. The processing of illegal information (such as depictions of violence, pornography, discrimination, calls for violence or criminal offences, gambling, infringement of copyrights, trademark rights and other intangible property, personality violations, etc.) via the Supplier's infrastructure or infrastructures managed by the Supplier, as well as their improper use (e.g. harassment of third parties, violations of the fair trading law, etc.) shall be prohibited. The Customer shall indemnify the Supplier against all costs and expenses in connection with corresponding claims upon first request.

3.4. Transfer of personal data

The Customer shall notify the Supplier in writing if it transfers personal data to the Supplier within the meaning of the Federal Act on Data Protection (FADP, SR 235.1).

Insofar as the Customer transfers personal data within the meaning of the Federal Act on Data Protection (FADP, SR 235.1) to the Supplier for storage, processing or other use, the Customer shall warrant that it has obtained the necessary authorisations and consents for this purpose and provide evidence of this to the Supplier upon first request.

The Customer shall also indemnify the Supplier upon first request against all costs and expenses in connection with claims due to unlawful storage, processing or other use of personal data within the meaning of the Federal Act on Data Protection (FADP, SR 235.1).

3.5. Security responsibility

Security of all components of its IT systems, for which the Supplier has not explicitly assumed responsibility in writing. The Customer shall implement suitable security measures in organisational and technical terms, in particular in connection with the allocation of access passwords, data transmission, malware and other security-relevant aspects. In addition, the Customer has appropriate data backup concepts in place and also implements them regularly.

3.6. Data backup during service provision

In order to prevent any loss of data, the Customer shall create a backup of all its data and IT systems immediately prior to the commencement of the provision of services by the Supplier and at least daily thereafter. In the absence of a written notification to the contrary, the Supplier shall assume that all data and information that may have been lost in the course of the provision of the service can be restored from a backup of the Customer.

3.7. Information and documentation obligation

The Customer shall provide the Supplier with all information required for the provision of services correctly, completely and in good time. In particular, the Customer shall also inform the Supplier without delay of any uses, defects or malfunctions in relation to the services provided by the Supplier or IT systems managed by the Supplier that come to the Customer's attention that are contrary to law or to the contract.

In particular, the Customer shall also document all exceptional states and error messages of its IT systems and shall make this information available to the Supplier in an appropriate manner, insofar as this is necessary or helpful for the provision of services by the Supplier.

4. Acceptance procedure for services of the Supplier

4.1. Notification of readiness for acceptance

After completion of the contractually agreed service, the Supplier shall carry out an internal quality check and document this in an appropriate manner. It shall then notify the Customer that the contractually agreed service is ready for acceptance. In the case of hardware deliveries, their postal delivery to the Customer shall replace the notification of readiness for acceptance.

Partial acceptances may be agreed for definable and economically independently usable parts of the performance, whereby the entire performance shall be deemed accepted with the last partial acceptance ("final acceptance"). Partial acceptances already carried out shall remain unaffected by the success of the final acceptance.

4.2. Review and complaint period

The Customer shall accept the services rendered or partial services within the complaint period of 20 days from notification of readiness for acceptance or from postal delivery and shall inspect them for any defects. Recognisable defects must be notified in writing within this period and shall otherwise be deemed to have been accepted. Hidden defects must be notified in writing within 20 days of discovery.

4.3. Carrying out the acceptance

The Customer shall be responsible for carrying out the acceptance. The Customer shall draw up a suitable acceptance concept for the acceptance in consultation with the Supplier, which shall include any acceptance tests to be carried out, the responsible employees of the parties, the acceptance date and the content of the acceptance protocol. Any defects discovered during acceptance must be qualified on the basis of the following categories:

Defect class	Description
Class 1 (fatal defects)	Significant malfunctions, in which essential performance features fail. At least one essential system component is not available. Consequences: the system does not run; essential functions are missing; incorrect processing of essential inputs; data is falsified or lost.
Class 2 (serious defects)	Malfunctions, in which performance features fail. At least one system component is not available. Consequences: the system is faulty and causes operational malfunctions; functions are missing or deviate from the specifications.
Class 3 (small defects)	Specification deviations without affecting the performance features (e.g. comfort restrictions or deviations from design specifications). Consequences: the system runs without operational malfunctions; all functions are present according to specification.

4.4. Acceptance protocol

The performance of the acceptance shall be documented in an appropriate manner. In case of defects, the following points must be recorded in a written acceptance protocol:
- ▲ Results of the acceptance tests (passed; partially passed; failed);
- ▲ Open Issues List of identified defects (classified according to section 4.3) and the specific area affected by the defect;
- ▲ Test description that led to the detection of a defect;
- ▲ Any disagreement between the parties;

If the Supplier participates in the acceptance at the request of the Customer, it shall draw up the acceptance protocol, which must be signed by both parties immediately after the acceptance.

4.5. Requirements for acceptance

Acceptance of the services or partial services of the Supplier shall be deemed to have taken place if the following cumulative conditions are met:

- No defects of defect classes 1 and 2 (as defined in section 4.3);
- Passing of the acceptance tests according to the acceptance concept (e.g. unit test, component test, system test, system integration test, user acceptance test, performance test, etc.);
- Presence of the warranted characteristics and the agreed delivery items;
- Presence of the documentation in the agreed scope and quality.

The defects discovered in the course of the acceptance must be included in the Open Issues List of the acceptance protocol. The Supplier must remedy the recognised defects free of charge within the defined period. Defects shall be deemed to have been rectified if they no longer occur as "reproducible defects" under identical circumstances or no longer occur as "non-reproducible defects" in three processing operations. The Customer shall verify the rectifications of defects independently.

4.6. Procedure in the event of failed acceptance

If the acceptance attempt fails, the Customer shall set the Supplier a reasonable grace period of at least 20 calendar days in writing, within which the Supplier shall rectify the services concerned free of charge. After a renewed declaration of readiness for acceptance by the Supplier, a second acceptance shall take place. If this acceptance attempt also fails, the Supplier shall have a final period of 30 days to carry out renewed corrections free of charge.

If acceptance also fails a third time, the Customer may either (1) continue to demand performance and set a further reasonable grace period or (2) demand a reduction of the price in accordance with the reduced value of the performance in question or (3) if the result provided is unusable, withdraw from the contract in question and demand reimbursement of the payments already made with exclusion of any further claim.

5. Costs and conditions

5.1. Prices and terms of payment

The amount of the remuneration for the contractually agreed services of the Supplier shall result from the contract or its annexes. Unless otherwise stated, all costs shall be in Swiss francs and without VAT, which shall be shown separately on the invoice. Furthermore, all other taxes and duties levied on the conclusion or performance of the contract shall be borne by the Customer. In all other respects, the following payment modalities shall apply:

- **Flat-rate fees** shall be charged on the agreed dates.
- **Periodic fees** shall be invoiced monthly.
- **Work on a time and materials basis** shall be invoiced on a monthly basis. The invoices shall show the individual staff members, the work done and the time spent (to 15-minute precision).

5.2. Surcharges for work outside business hours

For the calculation of the hourly rate to be charged, the time actually spent shall be multiplied by the following factors depending on the respective type of use:

Type of use	Factor
During business hours (Monday - Saturday 07.00 hrs. - 19.00 hrs.)	1.00
Outside business hours	2.00

5.3. Expenses and travel time

Unless otherwise agreed in writing, proven expenses and ancillary costs (travel, hotel accommodation, data carriers, copies, postage, etc.) shall be charged to the Customer in addition to the agreed remuneration. Furthermore, in the absence of a written agreement to the contrary, the travel time required for the provision of services at the Customer's premises shall be considered as working hours and shall be charged additionally as work on a time and materials basis.

5.4. Deadlines and postponements

The parties shall agree on any deadlines in the respective contract or, if necessary, by mutual agreement in the course of the performance of the contract. Unless expressly agreed otherwise, non-compliance with all agreed deadlines shall be deemed to constitute default without further ado.

Agreed deadlines shall correspondingly be binding and must be adhered to. If the Customer has to postpone a deadline for reasons, for which the Supplier is not responsible, the Supplier shall attempt to use the resources provided for this purpose elsewhere. If this is not successful, the Supplier may charge the Customer for the resources concerned in addition to the agreed remuneration.

5.5. Price changes

With the exception of agreed fixed prices and guaranteed cost ceilings, the Supplier may adjust agreed prices, periodic fees and hourly rates at any time, subject to a notice period of six months.

If the Supplier announces a price increase, the Customer may terminate the relevant contract in writing within two months of becoming aware of the price change and subject to a notice period of three months.

5.6. Maturity and consequences of default

The invoices of the supplier must be paid net in the sense of an expiry date within 20 days of the invoice date. After expiry of this period, the Customer shall be in default without further notice and the Supplier may suspend its services, to the extent permitted by law, until the invoice has been settled. The Supplier shall give notice of an imminent suspension of services in writing and grant a grace period of 5 working days.

6. Secrecy of confidential information

6.1. Scope of the duty of confidentiality

The parties undertake to keep confidential information secret. Confidential information shall be all facts and data related to the contractual relationship, which are neither public knowledge nor generally accessible and which the parties take note of within the framework of the contractual cooperation. In case of doubt, information and data must be treated confidentially. The duty of confidentiality shall also include, in particular, confidential information exchanged in the course of the contractual negotiations. The duty of confidentiality shall apply for five years after termination of the contractual cooperation in question.

If the Customer additionally requires the signing of a non-disclosure agreement, such agreement shall be valid as a supplement to Chapter 6 of these GTC, provided that such a non-disclosure agreement does not violate Swiss substantive law.

6.2. Confidentiality and restriction of use

The parties undertake not to disclose or allow access to any confidential information to third parties, either directly or indirectly. They shall comply with industry standards to prevent unauthorised access to confidential information.

Confidential information may only be used for the performance of the contract. On the other hand, each party may continue to use knowledge and skills acquired in the course of the performance of the service in its traditional activity.

These obligations must be imposed on all employees and any sub-suppliers and third parties called in as part of the performance of the contract, as well as any legal successors.

6.3. Return of confidential information

Confidential information must be destroyed or permanently deleted after fulfilment of the contract, subject to the statutory storage and documentation obligations. Upon request, the destruction or deletion must be confirmed in writing within 14 days. Confidential information stored on backups of the parties shall be exempt from the obligation to delete, insofar as the backups are used exclusively for possible data recovery.

6.4. Exceptions to the duty of confidentiality

The obligations under section 6 of these GTC shall not apply to information that:

- ▲ came into the public domain or was known to the receiving party prior to disclosure (or thereafter without any action by the receiving party);
- ▲ was developed by the receiving party without access to the confidential information concerned;
- ▲ was made available to the receiving party without breach of ahis Agreement;
- ▲ must be disclosed by law, regulation or court order.

7. Warranty

7.1. Legal warranty

The Supplier warrants to the Customer that the work results provided by it or their use as intended do not infringe any rights of third parties.

The Customer shall notify the Supplier immediately of any such claims and shall leave the conduct of legal proceedings or their out-of-court settlement to the Supplier. The Supplier shall inform the Customer of the dispute and consult the Customer on important decisions. Under these circumstances, the Supplier shall indemnify the Customer against any costs and compensation obligations imposed.

If third party property rights are infringed with the provision of the contractual service according to a court ruling or at the discretion of the Supplier, the Supplier shall have the right, at its discretion:

- ▲ to make changes to the contractual performance at its own expense in order to eliminate the infringement of property rights;
- ▲ to acquire the necessary rights of use from the owner of the property rights concerned at its own expense; or
- ▲ to compensate for the infringement of the property rights by reimbursement of the remuneration paid (with deduction of reasonable depreciation during the period of use).

7.2. Material warranty

The Supplier warrants that the work results shall be delivered on time and shall have the specifications agreed with the customer. In particular, the Supplier also warrants the availability of its services in accordance with any service levels agreed in relation to specific services.

The Supplier also warrants that the work result does not contain any components with Open Source Software unless otherwise agreed. Open Source Software means software that is processed with unrestricted access to the source code and obliges the recipient to ensure the further distribution of the software based on it (incl. source code) under similar licence conditions.

The Supplier does not warrant that any service or work result provided by it can be used uninterruptedly and without error in all desired combinations or with all data, infrastructures and software programmes provided, nor that the correction of one software error shall exclude the occurrence of others. The Supplier shall, however, provide all reasonable services under the circumstances to maintain or restore operability.

The Supplier further assumes no warranty for errors or defects in software products supplied by third party manufacturers (such as Microsoft) or serving the Supplier as working tools (e.g. third party tools, additions and extensions to existing systems, etc.). However, the Supplier shall endeavour to provide the Customers with the latest patches, upgrades and updates as part of the performance of the order.

7.3. Limitation of warranty claims

Claims arising from legal or material warranty shall expire at the latest 24 months after notification of readiness for acceptance in accordance with section. 4.1 of these GTC.

8. Liability

8.1. Direct damage

For direct damage, the Supplier shall be liable, insofar as it is proven to be at fault, up to the amount paid by the Customer for services provided by the Supplier in the 12 months prior to the damaging event, up to a maximum of CHF 500,000.00.

In particular, the Supplier shall not be liable if it was prevented from performing the contract in a timely or proper manner due to circumstances, for which it is not responsible. In this case, agreed deadlines shall be extended accordingly.

8.2. Indirect damage

For indirect damage and consequential damage (such as loss of profit, operating loss, savings not achieved, loss of data, data replacement costs, legal costs, etc.), the Supplier excludes all liability to the extent permitted by law.

8.3. Product Liability Act

The Supplier shall be liable for damage subject to the Product Liability Act exclusively in accordance with the mandatory statutory provisions.

9. Intellectual ownership of work results

9.1. Allocation of intellectual property rights

All rights to all intangible property (copyrights, designs, inventions, know-how, etc.) created by the Supplier, its employees, its sub-suppliers or third parties involved in the performance of the contract shall belong in full to the Supplier, irrespective of their protectability. The Supplier may, in particular, also use the intellectual property created within the scope of the performance of the contract in other projects or market it commercially as a component of software products.

9.2. Licensing

Intellectual property and documentation (e.g. concepts, solution documentation, process definitions, process controls, parameterisations, adaptations and extensions to the software used by the Customer, source code and scripts) created by the Supplier, its employees, its sub-suppliers or third parties within the scope of the performance of the contract may be used, adapted or otherwise used for the intended purpose by the Customer and its affiliated companies worldwide, even after termination of the contractual relationship, without any further charging of costs on the part of the Supplier, insofar as this does not violate any applicable licence provisions of software product manufacturers.

However, the customer acknowledges that, in the absence of an explicit written agreement to the contrary, there is no exclusive claim with regard to the agreed services of the Supplier. The Supplier may also provide identical or similar services to third parties without further ado.

10. Project adaptations and extensions

10.1. Project adjustments

The parties may propose changes to the agreed services in writing at any time. The Supplier shall inform the Customer in writing of the request for change no later than 10 working days after receipt of the request:
- the impact on the originally agreed services;
- the impact on the originally agreed schedule; and
- the risks and cost implications.

The decision-making process on the Customer side shall not be the responsibility of the Supplier. However, the Supplier shall be available in an advisory capacity. In the absence of a written agreement to the contrary, the work shall continue unchanged until the Customer's decision.

The Customer shall notify the Supplier of its decision in writing within ten working days of receipt of the notification. In the event of major or fundamental changes, the Supplier shall draw up an annex to the relevant contract with an updated list of services to be signed by both parties.

Upon signature of the Annex or upon confirmation of the project adjustment by the Customer, the amendment shall form an integral part of the relevant contract, and the provisions of the relevant contract that conflict with the adjustment shall be deemed to be waived.

10.2. Project extensions or additional project phases

The Customer may at any time propose an extension of an existing project or the implementation of additional project phases, which follow on from project phases already agreed. In such cases, the Supplier shall define the delivery objects, costs and deadlines associated with these project extensions or additional project phases in an annex to the relevant contract in each case.

After the relevant contract annex has been signed by both parties, it shall form an integral part of the already existing contract. The provisions of the existing contract shall also apply to the relevant additional contract annex insofar as they do not contradict it.

11. Duration and termination of the contract

11.1. Duration of contract

The contract as well as subsequent amendments and supplements shall enter into force upon signature by both parties and shall replace all previous contracts and agreements of the same kind. Unless otherwise agreed, the contract shall be concluded for an indefinite period.

11.2. Ordinary and extraordinary termination

In the absence of any agreement to the contrary, the contract may be terminated by either party in writing at the end of a month without giving reasons and subject to a notice period of 6 months.

In the event of a serious breach of contract or other good cause, either party may also terminate the contract extraordinarily at any time. A good cause shall be deemed to exist in particular if:
- the other party culpably violates an essential provision of the contract and these violations are not remedied within two calendar weeks despite a written warning.
- the other party suffers a substantial threat to its assets or a deterioration of its assets or a petition in bankruptcy has been filed against it.

11.3. Consequences of the termination of the contract

The Supplier shall support all necessary work for an orderly termination or transfer of services to the Customer or to third parties upon termination of the contract. The Supplier shall submit a detailed plan regarding the termination or transfer of services to the Customer for approval within 30 days after the ordinary termination has been announced and immediately after an extraordinary termination has been announced. The Supplier's expenses shall be remunerated on a time and materials basis.

Upon termination of the contract, the parties shall return all documents, information, data, equipment, material, keys, etc. received from the other party in the form, in which they were handed over, without delay or in accordance with the termination or handover plan. Insofar as the return is not possible, the information, software, etc. shall be irrevocably deleted subject to the statutory retention and documentation obligations and, if applicable, the information contained in backups. The costs incurred shall be borne in each case by the party obliged to return the information. Upon request, the parties shall confirm in writing that all goods and information subject to the obligation to return or delete have been returned or deleted.

12. Further contractual provisions

12.1. Force majeure

The parties shall not be liable for the consequences of force majeure such as strikes, lockouts, riots, **pandemics** and floods or official measures if such events are unforeseeable and/or unavoidable in the specific individual case. If one or more contractual services are significantly impeded by the consequences of force majeure, the Supplier may postpone the fulfilment of its obligations by a reasonable start-up period.

12.2. Contract amendments

The parties agree in principle that ancillary agreements, additions to the contract or amendments must be made in writing. Verbal agreements shall only be binding if both parties expressly agree thereto, whereby the party deriving rights therefrom shall be required to furnish proof thereof.

12.3. Reference

Upon request, the Customer shall grant the Supplier permission to use its name and logo as a reference on the Internet and on electronic or printed documents and records. This right may be withdrawn or restricted by the Customer at any time.

12.4. Exclusion of a corporate relationship

Under no circumstances do the parties wish to enter into a corporate or quasi-corporate relationship, nor do they wish to form a simple partnership within the meaning of Art. 530 et seq. CO.

12.5. Offsetting and transfer of rights and obligations

The offsetting of claims shall only be permitted with the written consent of the other party.

Contractual rights and obligations as well as the contractual relationship itself may only be transferred to third parties with the written consent of the other party, whereby consent may not be refused in bad faith.

12.6. Severability clause/partial nullity

Should one or more contractual provisions prove to be void or ineffective, this shall not affect the validity of the contract or the usual contractual agreements. The (partially) void clause shall be reduced to the extent permitted by law, if possible (reduction to preserve validity).

In such a case, the parties shall endeavour to adapt the contract so that the purpose intended by the void or ineffective part is achieved as far as possible. If this cannot be achieved by mutual agreement, in the event of a dispute, the hypothetical intention of the parties must be taken into account first and, if such an intention cannot be determined, the dispositive law must be applied.

12.7. Applicable law and place of jurisdiction

This Support and Service Agreement is governed by Swiss substantive law, excluding the international conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980 (Vienna Sales Convention; SR 0.221.211.1). The place of jurisdiction is Zurich.