

Change	Date	Responsible
Version 2021	15.09.2021	zurmar

General Purchasing Terms GPT2021

1. Scope of application

These General Purchasing Terms AEB2021 ("GPT") are an integrated part of the order and its enclosures ("order") of **Stadler Service AG, Ernst-Stadler-Strasse 4, 9565 Bussnang** (hereinafter known as "**STADLER**") to the **Supplier** for the manufacture and/or delivery of material and/or the provision of services ("**contract product**").

In case of contradictions or differences between the order and these GPT, the order will take precedence.

Any terms and conditions of the Supplier shall be excluded, irrespective of whether they are referenced or included in the Supplier's offer, order confirmation or invoices or similar.

The order consists of the entire agreement in force between STADLER and the Supplier with respect to the object of the order and replaces all previous verbal or other agreements in this regard.

2. Design

The term "**work day**" applies to all individual days, excluding Saturdays, Sundays or public holidays at the place of performance.

The term "**order value**" refers to the total remuneration agreed for the order.

"**Affiliated companies**" are all companies which control STADLER or the Supplier, which are controlled by STADLER or the Supplier, or which are under the same control as STADLER or the Supplier. Control or controlling here means (a) in the case of a legal entity, direct or indirect ownership of more than 50 (fifty) percent of the voting shares of the entity or (b) in the case of an entity without legal personality, direct or indirect right of ownership of more than 50 (fifty) percent of the voting shares of the entity, which includes the right to elect the management of such entity. A company is considered to be an affiliated company only as long as such control exists.

3. Order placement

An order between STADLER and the supplier is concluded on a case-by-case basis by:

- Transmission of the order by the Supplier
and
- Transmission of a corresponding signed confirmation by STADLER,
or
- Transmission of a signed order request by STADLER,
and
- Transmission of the corresponding confirmation of the Supplier or implied consent of the Supplier to the purchase order of STADLER (e.g. no response from the Supplier over the 10 (ten) working days after sending the order request or any fulfilment action of the Supplier),
or
- By using a mutually accepted electronic ordering process.

4. Changes to the order

All changes to the order require the express written consent of both contracting partners in order to be valid. The Supplier is obliged to accept change requests from STADLER at any time and to check them carefully. If requested changes do not correspond to the respective state-of-the-art or if the fulfillment of the order is compromised thereby, the Supplier is obligated to notify STADLER immediately. The Supplier shall notify STADLER of any resulting costs, scheduling and other consequences caused by the desired change within 5 (five) working days in the form of a tender. Any resulting costs must be determined based on the original calculations of the Supplier. The cost bearers are to be shown separately in the offer.

STADLER is entitled to postpone the agreed delivery and/or performance dates by up to 12 (twelve) weeks into the future without any resulting costs by means of a unilateral declaration of intent to the Supplier.

5. Remuneration

The remuneration agreed in the order is binding.

6. Invoicing and payment terms

Invoices shall be issued by the Supplier exclusively in accordance with the order, but in any case at the earliest after complete and contractually compliant delivery or performance of the contract products concerned.

An invoice is due 30 (thirty) days after receipt of the invoice by STADLER. Unless otherwise agreed, the Supplier shall grant STADLER a cash discount of 2 (two) percent upon payment of the invoice no later than 14 (fourteen) days after receipt of the invoice by STADLER.

In the event of delivery or performance by the Supplier not conforming to the contract, STADLER is entitled to withhold payment of the entire order until the deviation from the contract has been remedied. If STADLER and the Supplier do not agree on whether or not remuneration is due in accordance with this provision, STADLER is entitled to withhold the remuneration without consequences of default until the contracting partners have reached an agreement in this respect or until a legally binding judgment obliges STADLER to pay.

Any retention of payment by STADLER can be offset by STADLER across orders against STADLER's claims against the Supplier.

The Supplier waives their right to plead non-performance or improper performance of the contract, namely all their rights under Art. 82 Code of Obligations, if STADLER justifiably disputes an invoice from the Supplier and subsequently do not pay it (or do not pay it in full). Accordingly, the Supplier is not released from the fulfillment of their contractual obligations from a retention of payment by STADLER.

The Supplier is not entitled to offset STADLER's payment against invoices/liabilities other than those designated by STADLER.

7. Transfer of right of ownership, benefits and risk

Right of ownership, benefits and risk are transferred to STADLER upon acceptance of the contract products by STADLER.

8. Deadlines and delays

The Supplier is to ensure adherence to the delivery dates agreed upon in the order to the full extent. After said dates have expired, the Supplier shall immediately be liable for any delay in service (i.e. without any reminder). The Supplier is obligated to immediately inform STADLER about potentially missing a delivery deadline, and to submit a plan as to how the upcoming delay can be prevented or can be minimised. The Supplier is liable to STADLER for all damages resulting from delay or early delivery. The Supplier is liable for defaults on the part of sub-suppliers and other third parties or substitutes in the same way as it is liable for its own defaults.

If the Supplier is in default, STADLER is entitled to set the Supplier a reasonable period for the subsequent fulfillment of the order, while preserving STADLER's right to claim damages or to refuse retrospective service. If this period expires, STADLER may continue to insist on fulfillment as well as compensation for damages due to delay, or refuse service.

In the event of refusal, STADLER may either demand compensation for the damage resulting from the non-fulfillment or withdraw from the order in whole or in part.

The Supplier owes STADLER a contractual penalty due immediately in the event of default. The amount of the contractual penalty shall be 0.5 (zero-point-five) percent of the amount of the relevant order value (excluding value-added tax) per calendar day of delay or part thereof, but at least CHF 250 (two hundred and fifty).

The assertion of damages in excess of the contractual penalty is expressly reserved. The contractual penalty shall be offset against any compensation for damages. The payment of the contractual penalty does not exempt the Supplier from their fulfillment of obligations from the contract.

9. Warranty

The Supplier shall provide full assurance of the absence of defects in the contract products throughout the duration of the warranty period.

A defect is any deviation of a contract product from the order, regardless of its cause, irrespective of the Supplier's fault and irrespective of whether such deviation already existed at the time of acceptance. Such a deviation from the order consists of the fact that a contractually defined attribute is absent or the standard and quality defined in the order is absent, or an attribute which STADLER may expect in good faith, even without a special agreement (e.g. suitability for the contractually stipulated or customary use) is absent. The Supplier also guarantees compliance with all relevant statutory and official standards and regulations applicable at the time of delivery of the contract product, execution in accordance with the recognised state-of-the-art, compliance with all regulations concerning occupational, product and operational safety, as well as the proper, professional and functional execution of all services.

The warranty period for the contract products begins with the delivery of the respective contract products to STADLER in accordance with the contract and ends 42 (forty-two) months thereafter.

STADLER is entitled to claim defects of any kind at any time during the entire warranty period. This relieves the CUSTOMER of statutory testing and notice of non-conformity obligations.

The Supplier is obligated to immediately repair or replace defective work or goods free of charge at STADLER's discretion. If the Supplier is not able to remedy defects outlined by STADLER within a reasonable period of time, STADLER is entitled to either a) remedy the defect itself at the Supplier's expense or have it remedied by a third party or b) demand a reasonable reduction in the price or c) withdraw from the order.

The Supplier shall bear all costs of remedying the defect.

10. Provided resources

All materials provided to the Supplier for processing, installing, testing, finishing or other usage as well as semi-finished and finished products remain the unrestricted property of the STADLER. The Supplier is obligated to treat the corresponding materials and objects with care, to maintain them properly, to mark them as the property of STADLER and to insure them appropriately against theft, natural hazards and other damage. The Supplier bears the risk of theft, damage and loss until the transfer of ownership of these materials and objects to STADLER.

11. Monitoring rights of STADLER

STADLER is entitled, after reasonable advance notice, to inspect all of the Supplier's premises used for the manufacture of contract products during the Supplier's normal business hours. This right shall also include the right to inspect the Supplier's accounts, insofar as this is necessary for monitoring the contractual processing of the order. In accordance with the above conditions, STADLER is entitled to inspect the inventory of goods owned by STADLER but in the possession of the Supplier.

The Supplier ensures the assertion of STADLER's rights mentioned in this section by their sub-suppliers to the same extent. The supplier and their sub-suppliers can demand that their production and trade secrets be kept confidential by the related recipient. The aforementioned obligations of the Supplier and any monitoring activities by STADLER do not in any way release the Supplier from their obligations.

12. Liability of the Supplier

The Supplier is fully liable to STADLER for all damages incurred by STADLER as a direct or indirect consequence of inadequate fulfillment of the contract. If the Supplier does not have insurance cover for damage resulting from a circumstance classified as force majeure, the Supplier is exempt from liability to STADLER to the corresponding extent.

If a contractual penalty has been agreed for the Supplier's failure to comply with a specific obligation, the assertion to claim damages in excess of the contractual penalty is expressly reserved. The contractual penalty shall be offset against any compensation for damages. The payment of a contractual penalty does not exempt the Supplier from compliance with its contractual obligations.

13. Insurance cover

In addition to the insurances specified in other provisions of the order, the Supplier commits to take out and maintain adequate insurance covering the respective liability risks arising from the purchase order during the fulfillment of the purchase order. The Supplier shall be liable to the full extent subject to the exception stated in Clause 12 and notwithstanding any insurance cover.

14. Third-party software licences

The Supplier is obligated to procure all licences from third parties required for the intended use of the contract products by STADLER as well as by STADLER's end customer and to maintain them during the service life of the contract products. If this includes licensing rights for software (including firmware and operating systems), the Supplier shall provide STADLER with the information, documents and other details required for use, further development or modification of the contract product at the latest with the delivery of the first contract product of the order.

15. Third-party property rights, indemnity

The Supplier guarantees STADLER that:

- i. The Supplier as well as their sub-suppliers do not infringe any commercial and intangible property rights of third parties when fulfilling the order;
- ii. Without limiting the universal validity of the foregoing, the contract products manufactured and/or supplied by the Supplier, as well as the software supplied by it, do not infringe any commercial or intangible property rights of third parties;
- iii. Subject to Subparagraph (iv) hereof, the Supplier is the sole owner of all commercial and intangible property rights arising from the development and/or delivery of the contract products; and

- iv. The Supplier has a valid licence for the use of commercial and intangible property rights and is entitled to license and sublicense them for use under the order to the extent required, if commercial or intangible property rights necessary for the proper use of the contract products and/or the delivered software belong to a sub-supplier of the Supplier or another licensor.

After appropriate notification by STADLER, the Supplier shall defend any claims by third parties in relation to an alleged infringement of commercial or intangible property rights at their own expense and risk. STADLER may provide assistance to the Supplier to the extent reasonably requested by the Supplier, provided that the Supplier reimburses STADLER for all expenses incurred thereby.

If a third party asserts a claim concerning an alleged commercial or intangible property right infringement under an order directly against STADLER in court, the Supplier is obligated to support STADLER on first demand and to enter into the lawsuit, as well as to take over the lawsuit if possible in compliance with the applicable rules of procedure. The Supplier is obligated to reimburse STADLER for all expenses incurred, i.e. namely (but not limited to) court costs, solicitor fees and other legal costs, and to indemnify STADLER for all damages, losses and compensation payments to be made due to the infringement of property rights.

In the event of an infringement of commercial or intangible property rights, the Supplier is obligated to:

- i. Acquire a licence to the relevant commercial and intangible property right and to grant STADLER a corresponding sublicense in accordance with the conditions and to the extent required in this Clause 15 in Paragraph 1, Subparagraph iv;

or

- ii. Modify the affected contract product in such a way that the infringement of the property right or the alleged infringement of the property right is remedied, provided that the modification made is at all times in accordance with the order and the performance and functionality as well as the suitability for use of the affected contract product is not reduced.

16. Intellectual property rights for STADLER

The ownership as well as all commercial and intangible property rights to documents and objects created by the Supplier for STADLER and the processing of STADLER's order, as well as to variations, modifications, changes and further developments thereof, are fully vested in STADLER and are deemed to have been settled with the payment of the order. The Supplier waives any right of retention (namely also the right of retention according to Art. 895 and the following of the Swiss Civil Code (ZGB)).

For the use of all intangible and commercial property rights underlying the documents and items as well as the alterations, modifications, changes and further developments or required for the exercise thereof, STADLER shall receive an irrevocable, transferable, non-exclusive, assignable and royalty-free licence from the Supplier to STADLER upon successful transfer of ownership and all intangible and commercial property rights associated with the development.

17. Property of STADLER

All rights to documents and the objects depicted therein or to objects which STADLER hands over to the Supplier within the scope of the order remain with STADLER. The Supplier is not entitled to use these documents for purposes other than the processing of the order. Namely, the Supplier is not entitled to use them for third-party orders, to publish them or to make them accessible to third parties in any form. The Supplier is obligated to return or hand over such documents and items to STADLER without being asked to do so, or to irrevocably destroy them at STADLER's written request after the corresponding contractual obligations arising from the order have been fulfilled. The Supplier reserves the right to retain copies for the compliance of legal obligations to retain documents.

The Supplier is obligated to carefully handle the corresponding documents and objects, to properly maintain them, to mark them as the property of STADLER and to suitably insure them against theft, natural hazards and other damage. The Supplier bears the risk of theft, damage and loss until the transfer of ownership of these documents and objects to STADLER. STADLER may demand the documents and objects at any time. The Supplier waives any right of retention (namely also the right of retention according to Art. 895 and the following of the ZGB).

18. Tools

Tools are the property of STADLER if STADLER provides them to the Supplier for use or if STADLER has contributed to the procurement costs (this is the case, for example, if STADLER contributes to the one-off costs). The Supplier is not entitled to use tools owned by STADLER for purposes other than processing the order. Namely, the Supplier is not entitled to use them for third-party orders, to publish them or to make them accessible to third parties in any form.

The Supplier is obligated to use the tools owned by STADLER with care. The usual maintenance of these tools as well as repairs as a result of normal use shall be the responsibility of the Supplier. The same applies to repairs resulting from incorrect use or storage.

Replacement of the tool due to wear after the expected lifespan has expired is the responsibility of STADLER, provided STADLER is the owner of the tool. The Supplier shall notify STADLER in good time of the need for new tools so that the new tools can be procured on schedule. If the Supplier is the owner of the tool, the replacement of the tool is the responsibility of the Supplier. It is also the Supplier's responsibility if a tool owned by STADLER has to be procured again or repaired after a theft or a natural event, whereby the Supplier must discuss this with STADLER in advance in such a case.

The Supplier is obligated to treat the corresponding tools with care, to properly maintain them, to mark them as the property of STADLER and to suitably insure them against theft, natural hazards and other damage. The Supplier bears the risk of theft, damage and loss until the transfer of ownership of these tools to STADLER. STADLER may demand the tools at any time. The Supplier waives any right of retention (namely also the right of retention according to Art. 895 and the following of the ZGB).

19. Communication-enabled contract products

Without explicit approval by STADLER, the Supplier is prohibited from integrating parts into the contract products which automatically come into contact with the environment and/or have the capability to do so or can achieve this capability. The Supplier must inform STADLER of this in writing.

The data communication of the contract product classified as necessary and the allocation of corresponding responsibilities must be agreed in advance and unanimously between STADLER and the Supplier.

20. Spare parts procurement

STADLER has the option to purchase spare parts from the Supplier until the last delivery of the corresponding contract product at the prices agreed in the order for the respective contract product. In addition, the Supplier shall provide STADLER with spare parts at the respective market prices for the period of 10 (ten) years from the last delivery of the corresponding contract product. If a contract product also includes software, the Supplier shall provide the corresponding updates as well as support for at least 10 (ten) years from the last delivery of the corresponding contract product.

21. Ensuring performance of the contract

In the event of a complete or partial termination of the Supplier's business activities, which impairs or may impair the fulfillment of the Supplier's obligations, or the commencement of insolvency proceedings (bankruptcy, composition agreement with assignment of assets, etc.) against the Supplier ("**termination of operations**"), the Supplier undertakes to inform STADLER in writing as early as possible of the impending or threatened termination of operations and to ensure by means of suitable measures to be agreed with STADLER that, in particular, the know-how relevant to the contract products is retained to the best possible extent and is also available to STADLER after the Supplier's termination of operations. At the request of STADLER, the Supplier shall take all possible measures to enable STADLER to take over selected parts of the Supplier's operation or key personnel and/or to send its own personnel to the Supplier's operation for training purposes before the operation is discontinued. The Supplier will also ensure to the best of their ability that STADLER can assume contractual relationships with sub-suppliers, if desired.

This shall also apply correspondingly if the Supplier is no longer or foreseeably no longer able to meet its obligations for other reasons.

22. STADLER's right to withdraw

STADLER is entitled to withdraw from the order in whole or in part at any time. In the event of such withdrawal, STADLER shall not be liable to the Supplier for any costs incurred by the Supplier, except for the following:

- The order volume for contract products completed but not yet delivered to STADLER, provided that they have been manufactured in accordance with the order, and costs of the raw material necessarily related thereto, which has been purchased by the Supplier up to the receipt of the notice of withdrawal and which cannot be otherwise used by the Supplier.
- The costs for production hours demonstrably accrued, necessary and not yet remunerated up to receipt of the notice of withdrawal, which cannot be used otherwise by the Supplier.

Under no circumstances may the compensation to be paid by STADLER to the Supplier under this clause exceed the remuneration to which the Supplier would be entitled in the event of fulfillment of the unfinished order.

The Supplier may only claim payment in accordance with this clause if the Supplier hands over the products, raw materials and/or goods for which payment is claimed, free of all third-party rights and claims and at STADLER's request.

The Supplier must adequately document any claims arising from this clause.

The Supplier must assist STADLER in mitigating any costs that STADLER may potentially incur as a result of this clause.

In addition, STADLER may withdraw from the order at any time with immediate effect in writing and without liability for any costs or obligations to the Supplier if

- a) The control circumstances concerning the Supplier change significantly. This is the case when the ownership of more than 50 (fifty) percent of the voting shares of the company changes in the case of legal entities, or the ownership of more than 50 (fifty) percent of the shares of the company changes in the case of companies without legal personality, which include the right to elect the management of this company. The Supplier is obliged to inform STADLER of such changes within 15 (fifteen) working days; or
- b) The Supplier ceases its business activities or if it decides to dissolve or terminate its business activities, if it becomes insolvent or is no longer able to meet its liabilities and obligations in a timely manner or if bankruptcy or composition proceedings are opened against it, if a trustee is appointed or if it has entered into a composition or arrangement with its creditors due to its financial situation; or
- c) In STADLER's reasonable opinion, the Supplier is or has been in breach of applicable law and such breach is related to the order or its fulfillment.

The rights to withdraw set forth in this clause are in addition to, and not in lieu of, any other rights to withdraw to which STADLER may be entitled under the order or under applicable law.

23. Confidentiality

Within the scope of the order, the Supplier may have direct or indirect access to information from STADLER, from companies affiliated with STADLER or their customers, Suppliers or other business partners ("**Confidential Information**"). The circumstance of the conclusion of the order, its content as well as the contract products shall also be considered Confidential Information.

The supplier commits to keeping absolute secrecy with regard to this confidential information and to protect it against access by third parties. In addition, it shall also only give access to the Confidential Information to the employees and/or associated companies that absolutely require it to process the order.

Confidential Information does not include information which:

- had already been made general and public knowledge by STADLER at the time of information transfer; or which
- had been made general or public knowledge after its transmission but prior to its disclosure without a breach of this confidentiality agreement by the Supplier; or which
- was already lawfully in the possession of the Supplier before the Confidential Information was transferred to them by STADLER; or which
- was disclosed to the Supplier by a third party, unless the Supplier was aware that the third party was in breach of a confidentiality obligation assumed towards STADLER as a result of the disclosure; or which
- has been independently developed by the Supplier without using the Confidential Information provided by STADLER; or which
- had to be made accessible to third parties due to mandatory legal or judicial orders, whereby the Supplier must inform STADLER in writing without delay – to the extent permitted by law – of the request for disclosure.

If the Supplier violates the obligations of this clause, the Supplier shall owe STADLER a contractual penalty of CHF 50 000 (fifty thousand) due immediately and per case. The contractual penalty does not exempt the Supplier from compliance with its contractual obligations. The assertion of damages in excess of the contractual penalty is expressly reserved. The contractual penalty shall be offset against any compensation for damages. The payment of a contractual penalty does not exempt the Supplier from compliance with its contractual obligations.

24. Code of Conduct

The Supplier undertakes to comply with the requirements of the Code of Conduct agreed with STADLER.

It shall also take appropriate measures to ensure that its sub-contractors, representatives or other agents also comply with the obligations arising from the agreed Code of Conduct and that they comply with the standards and requirements set out therein.

In particular, the Supplier acknowledges and agrees that at the time the order becomes effective, as well as during its term, it, its directors, employees, agents or other representatives and officers will not offer, promise, give, authorise, solicit or accept any improper benefit that is in any way related to the Supplier's business, and that they have not done so until the effective date of the order.

If this Clause 24 is breached, STADLER may withdraw from the order in whole or in part for good cause and claim damages.

25. Problematic or unregistered substances

The Supplier shall ensure that all substances used subject to the EU chemicals regulation REACH are registered or approved by STADLER in accordance with this directive and taking into account the contractual use of the substances. This also applies to Suppliers outside of the EU. At STADLER's request, the Supplier shall provide suitable proof of fulfillment of this obligation. Safety data sheets shall be kept updated and electronically available and/or shall automatically accompany the first-time delivery of a contract product.

26. Obsolescence, discontinuation notifications

The Supplier guarantees the availability of all spare parts or the function and installation of compatible parts. If the Supplier discontinues the supply of certain spare parts, the Supplier shall inform the Purchaser in good time, at least 12 months before discontinuing production. Notifications of discontinuation of contract products shall be sent by email to the address stated in the order, stating the order number (under which the contract product was delivered), naming any successor product and stating the date of the last order possibility. In the event of obsolescence, STADLER also has the right to demand the documentation in this connection (descriptions, plans, complete software documentation, etc.) and all know-how as well as the corresponding production processes for the production of the parts from the Supplier free of charge.

27. Production location

The Supplier must inform STADLER of the production location in writing. Any change of the production location planned by the Supplier for contract products which have already been approved for production by STADLER require the prior written consent of STADLER.

The Supplier is obligated to comply with the respective current statutory, country-specific and industry-specific regulations with respect to environmental protection and recycling for the production location.

28. Corporate group clause

STADLER is entitled to transfer rights and obligations arising from the order to affiliated companies of STADLER without the Supplier's consent, whereby these AEB shall remain in full force and effect.

29. Identification of contract products

Markings may be affixed in places not visible to the passenger, provided that this cannot hinder STADLER or the end customer during revision and cleaning work. STADLER can demand that inappropriate markings on contract products (e.g. a logo) are not applied or are removed by the Supplier.

30. Advertising

The use of specific orders as well as the use of the business relationship by the Supplier for advertising purposes is only permitted with the prior written consent of STADLER.

If the Supplier violates the obligations of this clause, the Supplier shall owe STADLER a contractual penalty of CHF 50 000 (fifty thousand) due immediately and per case. The contractual penalty does not exempt the Supplier from compliance with its contractual obligations. The assertion of damages in excess of the contractual penalty is expressly reserved. The contractual penalty shall be offset against any compensation for damages. The payment of a contractual penalty does not exempt the Supplier from compliance with its contractual obligations.

31. Force majeure

Force majeure refers to a circumstance ("**force majeure event**") which makes it impossible or difficult for a contracting partner to perform its contractual obligations, provided that the contracting partner relying thereon ("**Affected Party**") proves in writing to the other contracting partner that:

- i. the force majeure event is outside the operating activities or otherwise beyond the reasonable control of the Affected Party; and
- ii. the force majeure event could not have been averted even with the utmost care; and
- iii. the occurrence or effects of the force majeure event were not foreseeable at the time the contract was concluded; and
- iv. the Affected Party is doing its utmost to minimise the impact of the force majeure event on performance fulfillment.

The Affected Party is suspended from the affected contractual obligations under the order for the duration of the effects of the force majeure event, whereby the obligations do not automatically cease to exist both in the event of a temporary impossibility and in the event of a specific expiry date being agreed, but

- if the impossibility is foreseeable for more than 2 (two) months, STADLER can unilaterally declare the expiry of the mutual obligation of fulfillment;
- if the impossibility is foreseeable for more than 6 (six) months, either contracting partner may declare the termination of the mutual obligation of fulfillment.

If the obligation for fulfillment continues to exist, the contracting partners shall agree on a new fulfillment date as soon as it is foreseeable that the force majeure event will cease to exist. The provisions for default shall apply accordingly to the new date of fulfillment.

The contracting partner invoking force majeure shall promptly notify the other contracting partner in writing of the occurrence ("**FM information**") as well as of the end of the force majeure event and shall inform the other contracting partner, in each case upon request, but at least every 2 (two) weeks, of its efforts to minimise the effects of the force majeure event. Suspension is effective from the occurrence of the force majeure event, and in the case of delayed FM information, from the receipt of FM information about the invocation of this clause.

32. Severability clause

If any provision of the order is invalid or unenforceable, this shall not affect the validity of the remaining provisions of the order. However, the contracting partners shall strive under such circumstances to replace the invalid or unenforceable provision with a different regulation which is both valid and enforceable and which in its legal and economic content approximates as closely as possible the invalid or unenforceable provision. This also applies in the same way for filling in unintended omissions in the contract.

33. Final provisions

This order is subject to **Swiss substantive law** to the exclusion of the regulations on conflicts between different legal systems and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The **ordinary courts at the place of registered office of STADLER** are the place of jurisdiction for any disputes arising out of or in connection with the order.