

**1. General Provisions**

- 1) These Terms and Conditions apply, without exception, to any orders and purchases made by BERTRAMS CHEMICAL PLANTS, hereinafter referred to as "BCAG", for the purchase of goods and services. In addition, insofar as BCAG refer to these, the extended project-specific terms and conditions shall apply. These project specific terms and conditions shall be interpreted as adding to supplier's obligations and/or to our rights.
- 2) No other terms and conditions shall be deemed content of the contract, even if these are not expressly opposed by BCAG. In the event that BCAG accepts the delivery / service without expressly objecting to said terms and conditions it shall in no way be derived from this acceptance that BCAG has acknowledged supplier's terms and conditions of delivery.
- 3) These Terms and Conditions take precedence of conflicting or deviating terms and conditions provided by the supplier. No waiver or modification of these Terms and Conditions shall be binding upon BCAG unless approved in writing by an authorized representative of BCAG.

**2. Purchase Order**

- 1) Already with his quotation the supplier acknowledged, that he has understood the requirements formulated in the request for quotation, even if these are not described in detail or are incomplete, and that the offered price considers an overall as well as start-of-the art service and supply.
- 2) The supplier shall within one week from receipt of the Purchase Order confirm to BCAG in writing whether the Purchase Order is accepted. If the supplier does not accept or reject the Purchase Order within the stipulated time, the Purchase Order shall be deemed accepted. In the event that supplier does not accept our order in writing within 10 working days after receipt, BCAG shall be entitled to revoke the order.
- 3) The written form shall principally apply for the conclusion of the contract (orders, order acceptance, etc.), for release orders, changes and addendums to the contract and for all other agreements. Orders placed orally or by telephone shall thus require our subsequent written confirmation to be legally valid.
- 4) BCAG shall also be entitled to demand changes to the delivered object after conclusion of the contract insofar as this is deemed reasonable for supplier. The implications for both parties, in particular with regard to the additional or reduced costs and the delivery dates, are to be reasonably taken into account with this change to the contract.
- 5) Customary trade clauses are to be interpreted according to the Incoterms 2020.
- 6) Condition for placing the order is the strict observance of our specifications or standard description, if applicable, production exactly according to the description of the execution approved by BCAG.
- 7) In case of unforeseeable market or economic circumstances BCAG is entitled to cancel the order insofar as there are principle changes in our Sales pre-requisites.
- 8) Supplier undertakes to make suggestions to BCAG concerning any changes which supplier may consider necessary or useful with regard to a successful performance of the contract. After BCAG has given our approval in writing supplier shall also carry out these changes. Insofar as a change involves an increase or reduction in costs and/or overrun of the date supplier will be obliged to point this out at the same time when the suggestion for a change is made or immediately after receipt of the request for change and to submit a corresponding subsequent offer. The change shall in this case only then be deemed as binding when a supplementary written agreement has been reached between the parties concerning the remuneration of the additional costs or the consideration of the reduced costs and the time schedule.
- 9) Supplier undertakes to inform BCAG in writing about any changes or modifications on hardware and/or software since last delivery of comparable equipment. These modifications shall only carried out when a supplementary written agreement has been reached between the parties. In the absence of such an agreement, supplier shall reestablish standard according last delivery and bear all related costs, any violation entitles BCAG to cancel the order either in whole or in part and assert claims for damages.

- 10) Forwarding of orders: Our written express prior consent must be obtained before forwarding orders, this entitles BCAG to cancel the order either in whole or in part and assert claims for damages.
- 11) The supplier is under no circumstances entitled to transfer rights and obligations from the purchase order to any third party without our written express prior consent.

**3. Prices**

- 1) The Purchase price and discounts are set out in the Purchase Order.
- 2) The agreed prices are fixed prices and exclude all subsequent claims. The agreement on the place of performance will not be affected by the type of the pricing. In the event of an increase in prices that are agreed as non-binding, BCAG may approve this or dissolve the contract, at its discretion. In any event, any price increases must be announced no less than four weeks in advance.
- 3) Value added taxes, duties or other income-fees must be specified separately.

**4. Packing & Delivery Conditions**

- 1) **Packing:** Proper preservation of goods and sufficient packing of goods, suitable for safe road-transportation by lorry to the agreed delivery-address have to be provided by supplier. Only environmentally friendly packaging materials may be used. Used wooden packing-materials have to be treated in an accepted method (i. E. heat-treatment) strictly complying with terms and conditions as per ISPM15 released by ICCP. Relevant evidence must be labelled in required form on the packages. If requested by BCAG, for deliveries consigned to destinations outside of the European Community, supplier has to provide, free of charge, regular evidences of the applied treatment in written form (if required, certified by the responsible authorities). If, as an extension of our P/O, a seaworthy-packing will be contractually agreed as scope of supply, the supplier has to provide a packing-quality, complying with relevant terms for overseas-cases, suitable for conventional sea freight (bulk-cargo) with several unloading and multimodal transportation up to final-destination, also including a sufficient protection against rust and corrosion for a period of at least 12 months, in accordance with standards released by HPE or SEI. Supplier shall supervise the quality of the packing and remains liable for works of his sub-contractors, if any will be nominated for execution of export-packing. The obligation of the supplier for repurchase of the packing-materials is subject of applicable laws at destination of shipment. In addition, insofar as BCAG refers to these, our actual Packaging, Marking & Storage Instructions shall apply. Additional Packaging, Marking & Storage Instructions may contradict partially or in total to herein stipulated conditions, may extend, replace or cancel them and are to be interpreted as adding to supplier's obligations and/or to our rights. Suppliers shall be liable for damage due to improper packing.
- 2) Goods taken from different purchase-orders may never be packed consolidated in a package. Scope of supply for each single purchase-order must always be packed separately
- 3) **Shipping marks:** If required, supplier has to add, free of charge, permanent shipping-marks, as per our guidelines, on each package, complying with terms and rules released by standard HPE/SEI. This also includes the marking of the usual security-pictographs suitable for safe handling and transportation of the cargo (i.e. center of gravity, slinging-points, climatic-protection etc.). If special-instructions for transportation and unloading are required, supplier have to handover such guidelines or manuals to the carrier (or truck-driver) and have to affix copies highlighted at each concerning package.
- 4) **Loading and Lashing on truck, Loading Equipment:** The supplier always remains responsible and liable for clean loading and lashing of the cargo on the transportation-unit provided by carrier for pick-up of goods at loading-address. Supplier have to realize and supervise, free of charge, the safe lashing of the cargo. Loading and lashing by third-party If the carrier or truck-driver, even if nominated by BCAG or by our clients, is operating with loading and lashing, he is active as a sub-contractor of the supplier, who remains fully liable for clean loading and lashing of the cargo. The supplier remains also liable for the quality of used equipment and contracted sub-suppliers as well as for timely execution of loading and lashing, even if equipment will be purchased external and even if third parties will be contracted for such actions by the supplier.

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- 5) **Shipping documents:** The supplier provides, if needed, free of charge, for deliveries to be shipped to destinations outside of the European Community, all necessary customs-documents, exportation permits for dual use goods, movement certificates for preferential importation at destination, certificates of origin, forwarder's cargo receipts (only if freight is prepaid and forwarder is nominated by supplier), producer's declarations etc. (enumeration not closing). If required, depending on destination of consignment, the supplier must care for clearance and/or certification by the responsible local authorities. If suppliers use for such actions the service of the forwarding-agent nominated by BCAG or by our client, relevant fees have to be borne by the supplier.
- 6) **Export permits for dual use goods:** Supplier is responsible and ensures the application of the export permit at the export control authorities. The supplier provides, if needed, free of charge the export permit documents together with the customs-documents. Supplier is fully liable for any violation of export restrictions for the delivered items.
- 7) Terms of delivery as per Incoterms 2020, latest edition Shipments, delivered by supplier - freight collect, are always delivered 'FCA free loaded and lashed, works of supplier' as per Incoterms 2020 and all services and works as well as the relevant fees or charges are included in the contractual agreed value. Supplier is not entitled to invoice such charges in addition to the fixed contract-value. EXW-terms are strictly excluded, even if BCAG does not disagree by special feedback.
- 8) **Notification of readiness for dispatch:** Each shipment has to be pre-advised by the supplier, latest at readiness for dispatch, showing final dimensions (length x width x height in cm), weights (gross-wt. and net-wt. in kg) and specified table of contents (quantity and description of each single unit) individual for each package. All documents must show our Job-Number and -project-key, number of our purchase-order and maybe our tag-numbers.
- 9) **Delivery notes:** Each shipment must be accompanied by a detailed delivery-note showing project and order-references, table of contents and packing-dates. For direct-shipments to clients or side-shipments to sub-suppliers, BCAG maybe submit our own delivery-notes to be added to the cargo - if so all documents of the supplier must be taken away from shipment (not suitable for special unloading and transportation-manuals).
- 10) **Labelling of goods:** Labelling of the goods shall be realized as per conditions/instructions indicated in our technical-specifications and/or in our attachments to the purchase-orders. Supplier remains liable for all charges resulting from non-compliant execution of these instructions. Supplier provides, if required, free access to the goods to our associates or representatives enabling to label the goods by themselves.
- 11) **Transfer of perils:** No risk shall be passed until the goods are directly handed over at the place of delivery. Should the required shipment documents for a consignment not be supplied in accordance with instructions, the consignment shall be stored at supplier's charge and risk until arrival of the same.
- 12) **Transportation-Insurance:** Transportation-insurance is subject to the rules as per Incoterms 2020. Transportation to be ensured by supplier at least up to the place of delivery.
- 13) As a rule, the consignee shall accept the delivery of goods on business days from 8.00 a.m. to 3.00 p.m. (until 2.00 p.m. on Fridays). Deliveries shall be subject to local holiday ordinances. In any event, the Contractor must directly coordinate the time of delivery on the agreed date of delivery with the consignee in advance. The Supplier must take back packaging materials free of charge upon request by BCAG.

**5. Export control and Foreign Trade Data Regulations**

- 1) Supplier shall comply with all applicable export control, customs and foreign trade regulations for all Products order with the Purchase Order and Services to be provided according to this Agreement. The Supplier shall also obtain all necessary export licences.
- 2) Supplier shall advice BCAG in writing as early as possible, but not later than two weeks following the date of order, and also in case of any alterations to the order, of any information and data required by BCAG to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import.
- 3) Does supplier violate any of his obligations resulting from the provision 5.1, he shall be liable for any expenses and/or damage incurred by BCAG due to lack of or inaccuracy of said Export Control and Foreign Trade Data.

**6. Invoicing and Payment**

- 1) Invoices are to be submitted with all relevant documents and data in the proper form. Invoices not properly submitted shall only be deemed as received by BCAG on the date when they are corrected. Invoices are to be sent separately to BCAG by post or courier, at least in duplicate by highlighting the original. Invoices may not be attached to the goods consignments and should never be sent to our fiscal-agents (all invoices to our headquarter in Switzerland even if invoice-address do not comply).
- 2) Unless differently stated in Purchase Order, BCAG will pay the supplier's invoices within 30 days from receipt net or within 14 days at a discount of 3%. preconditioned that all due obligations have been clean effected as contractual agreed. We shall reserve the right to make use of legally admissible possibilities for setting off when settling invoices. Deliveries, made before the agreed delivery date, shall only be deemed as received on the date of the agreed delivery date for calculating all due dates of payment.
- 3) Insofar as analysis certificates or production documents have been agreed for the goods to be delivered, they shall form an essential part of the delivery and are to be sent to BCAG together with the invoice. The term of payment for invoices shall begin with the receipt of the agreed documents.
- 4) In case of advance payments, further instalments before transfer of ownership of the equipment and for payment of the contractual agreed warranty-deposit, supplier have to provide if called for, free of charge for BCAG, equivalent bonds (bank guarantee) in our favour, issued by any prime-bank, irrevocable and payable without any reservations on first demand, according to the templates on [www.bertrams.ch](http://www.bertrams.ch).
- 5) In case of faulty delivery BCAG shall be entitled to retain the payment pro rata until the proper performance.
- 6) BCAG explicitly reserves the right to set off claims/invoices from BCAG against supplier's balance.
- 7) Without our prior written consent, which may not be reasonably refused, the supplier is not entitled to assign his claim against BCAG or have this collected by a third party. In case of extended reservation of title the consent shall be deemed as granted. BCAG reserves the right to offset counter claims by ourselves.
- 8) It is mandatory that the order number and, if indicated, the commission number from BCAG be included in all delivery notes and invoices.

**7. Delivery dates / Default in delivery / Force Majeure**

- 1) The agreed delivery dates are binding and of the essence to BCAG. Decisive for observing the delivery date or the delivery term is the receipt of the goods at the point of receipt or use stated by BCAG or the timely nature of the successful acceptance.
- 1) If supplier can see that an agreed date cannot be met for any reason supplier must inform BCAG immediately in writing thereof by stating the reasons and the expected duration of the delay
- 2) Supplier is obliged to compensate BCAG for all direct and indirect damages of default. The acceptance of the delayed delivery/service is not deemed a waiver of the claims for compensation.
- 3) After the unsuccessful expiry of a reasonable final deadline set by BCAG shall then also at our choice be entitled to demand compensation instead of performance or to procure replacement from a third party or to declare the cancellation.
- 4) Supplier may only refer to the omission of necessary documents to be supplied by BCAG if supplier has sent a written warning about the documents and has not received these within a reasonable period of time.
- 5) Force majeure and industrial disputes shall release the contractual partners from the obligation to perform for the duration of the interference and to the extent of their effect. Within the framework of that which it is reasonable the contractual partners undertake to immediately provide the necessary information and to adapt their obligations to the changed circumstances by good faith. BCAG shall be released from the obligation to purchase the ordered delivery/service either in whole or in part and insofar entitled to cancel the contract if the delivery/service is no longer usable for BCAG owing to the delay caused by force majeure or the industrial dispute.

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- 6) In case of delivery without our shipping-release, BCAG reserves the right to return the goods at supplier's costs. In the event that the goods are not returned in case of premature delivery they will be stored with BCAG until the delivery date at supplier's costs and risk. BCAG reserves the right in the event of premature delivery to not make the payment until the agreed due date.
- 7) BCAG shall only accept partial deliveries after prior written consent. The remaining amount must be listed in case of agreed part consignment.
- 8) **Storage of goods:** The supplier is liable for clean and safe warehousing of goods. If goods are ready earlier than agreed delivery-date, supplier has to store goods in clean and proper conditions on his own cost and risk. If called for by BCAG, supplier is ready to store the scope of supply, free of charge for BCAG, at least 90 days after readiness for dispatch, if BCAG is not able to deliver the goods to our clients or to the assigned place of delivery. Damages to the goods, resulted by failed handling and storage, have to be cleared by supplier on his own cost and risk. Further any contractual agreed special-terms for conservation, protection and store will extend, replace or cancel this general-storage-terms / being higher ranked.
- 9) **Penalty for late delivery:** If supplier failed the contractual agreed delivery-date for equipment and documentation and if cargo is not ready for dispatch at the contractual agreed date for readiness (well conserved and packed), BCAG is entitled, under reservation of force majeure, to apply for any contractual agreed penalty due to late-delivery. The penalty due to late-delivery shall amount CHF 25'000 for each incident unless agreed upon otherwise by the parties in writing or stated differently in our project-specific terms and conditions, provided with the Purchase Order. The liquidated-damage can be applied for each agreed closing-date. Claiming for further damages, if any, is subject to reservation.

**8. Guarantee / Warranty / Liability for Defects**

- 1) The supplier guarantees that the Products comply with all requirements set out in the Purchase Order and any applicable Product specification, that the Products are of merchantable quality and free from any defects, whether due faulty design, poor workmanship, and that the Products are newly manufactured and consist of newly manufactured parts, fit to the intended use.
- 2) The supplier warrants that all Products that include a service element will be performed in accordance with good industry practice, by appropriately qualified and trained personnel with relevant skill, care and diligence and to the highest standard of quality as it is reasonable for BCAG to expect. When providing services, the supplier shall cooperate with BCAG in all matters relating to the services and comply with our reasonable instructions in each case.
- 3) The Supplier undertakes to assume the demanded quality guarantee. Any changes to the quality must be expressly approved by BCAG before production or dispatch.
- 4) Supplier shall guarantee that all deliveries/services/ documentation are complete, in new and immaculate condition throughout as well as of state-of-the-art technology, comply with the relevant legal provisions and the regulations and directives of authorities, trade associations and specialist federations, in particular with regard to production, execution, accident protection, hygiene, environmental protection and product information. Supplier shall inform BCAG clearly without request and in writing of possible dangers. Supplier must obtain our prior written consent in the event that deviations from these regulations are necessary in a single case. Supplier's duty for warranty is not limited through this obligation to obtain consent. Supplier must inform BCAG immediately in writing in the event that supplier has any misgivings against the type of execution requested by BCAG.
- 5) Supplier will be liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damages, which are incurred through breach of supplier's legal duties for disposal.
- 6) All works completed or under execution which have to be changed due to faulty supplier's documentation have to be corrected immediately exclusively at supplier's direct and indirect costs.
- 7) The obligation of immediate examination and notification according to Art 201 CO shall be waived. By the acceptance of our Purchase Order the supplier recognizes order notifications of defects without adherence to a notification period as obtained in time.

- 8) Supplier shall correct upon request immediately and free of charge defects of the deliveries/services for which a complaint is made during the period of warranty, which shall also include the non-achievement of guaranteed data, including all secondary costs at our choice through subsequent improvement or replacement of the faulty parts or new delivery. After the unsuccessful expiry of a reasonable deadline set by BCAG for subsequent improvement or new delivery BCAG shall also be entitled to the legal rights for cancellation, reduction and compensation or to procure replacement from a third party
- 9) If supplier does not satisfy supplier's obligation for warranty within a reasonable deadline set by BCAG and supplier is at fault BCAG may carry out the necessary measures personally or have these carried out by third parties at supplier's costs and risk notwithstanding supplier's warranty obligation. In urgent cases BCAG can, after coordination with supplier, carry out the subsequent improvement personally or have this carried out by third parties. Small defects may be corrected by BCAG personally subject to our duty to minimize damages - without prior coordination and without affecting supplier's warranty obligation. BCAG shall then be entitled to charge supplier the necessary expenses. The same applies if there is a threat of unusually high damages.
- 10) BCAG does not accept reduction of the warranty periods provided by the law. The warranty period shall be not less than 2 years insofar as legal regulations do not envisage a longer period of time to our benefit or if not expressly otherwise agreed. It shall begin with final acceptance certificate by our customer respectively the end-user. The warranty period for spare parts is 2 years after final acceptance certificate by our customer respectively the end-user.
- 11) A current warranty period will be extended for delivered parts, which could not remain in operation during examination of the defect and/or the correction of the fault, by the time in which the operation is interrupted. The warranty period shall begin again on the respective date for improved or parts delivered as replacement- beyond the legal inhibition.
- 12) Without limiting or derogating from supplier's liabilities, obligations or indemnities otherwise assumed by supplier under this order or any applicable law, supplier shall insure, at its own cost and expense, with insurer acceptable to BCAG, insurance policies adequately covering supplier's obligations under this order.
- 13) The supplier warrants spare and wear parts supply at market prices for a minimum period of 10 years after delivery.

**9. Liability**

- 1) The supplier shall fully indemnify BCAG from any harm or claims in connection with services, as well as from any claims of third parties, regardless of their legal cause, be it warranty, default, product liability, infringement of industrial and intellectual property rights or any other cause.

**10. Property rights**

- 1) Supplier shall guarantee that all deliveries are free from property rights of third parties and that in particular patents, licenses and other property rights of third parties are not infringed through the delivery and use of the delivered objects.
- 2) Supplier shall release BCAG and our customers from claims of third parties for any infringements of property rights and also bear all costs, incurred to BCAG in this connection.
- 3) BCAG shall be entitled at supplier's costs to obtain the approval for using the delivered objects and services concerned from the authorized person.

**11. Confidentiality**

- 1) All models, samples and drawings, which BCAG makes available to supplier, shall be treated as confidential, may only be used for the purpose of fulfilling orders from BCAG and may under no circumstances be reproduced. Products created according to data, drawings, samples, etc. of BCAG may not be supplied or provided to any third party without the prior written consent of BCAG. The same shall apply if devices of any kind are produced for the fabrication of those parts at the expense of the Contractor. This obligation to maintain confidentiality is not subject to any time limitation, even if no further orders are placed.

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- 2) Models, samples and drawings shall remain the property of BCAG and must be returned to BCAG in a useable condition no later than the delivery of the balance of the order.
- 3) Orders from BCAG and the resulting contract work must be treated as confidential. The Contractor may only make reference to its business relationships with BCAG if BCAG has expressly agreed to this in writing.
- 4) Each violation of the obligations pursuant to subparagraphs 10.1 through 10.3 shall be subject to a contractual penalty in the amount of CHF 50,000.00. Additional claims for further damages remain reserved.

**12. Execution of work on site of our clients or sub-contractors**

- 1) Persons, who carry out work at plant of our clients or subcontractors in the performance of the supply contract, shall be subject to the provisions of any company-directives; the regulations existing for accessing such plant installations must be observed.

**13. Raw Materials, Means of Production and Retention of Title**

- 1) Means of production such as tools, drawings, samples and the like (hereinafter referred to in general as means of production) that are produced by the Contractor or a subcontractor of the Contractor on behalf of or at the shared expense of BCAG shall become the sole property of BCAG upon their acquisition or production and shall be marked as such. The surrender thereof to BCAG will be compensated for in that the Contractor shall store the means of production for BCAG free of charge. The Contractor shall maintain the means of production at its own expense. The Contractor undertakes to return the means of production at the first request of BCAG.
- 2) Raw materials which are provided to the Contractor by BCAG shall be used exclusively for production for the order placed by BCAG. The raw materials must be clearly labeled "BCAG" and stored separate from the materials of other customers. BCAG shall remain the owner of said raw materials until they are processed (retention of title) and after processing BCAG shall acquire ownership of the work produced.

**14. Process- and Final-Inspections**

- 1) If agreed that supplier have to advice the readiness for inspections, it is preconditioned that all obligations, enabling a fast and easy inspection have been effected such as 3rd-partyinspections, documentation available, staff and equipment prepared (enumeration not complete). Provided assistance and available equipment is not subject of surcharge to our accounts
- 2) During the delivery-period the supplier provides free access to BCAG and our representatives, also to our clients, enabling inspections and process-controls if pre-advised and scheduled prior to the visit. BCAG and its principals are duly authorized by the supplier and/or his sub-contractors to take pictures and clips of the materials purchased by BCAG.
- 3) Latest 10 days prior of the agreed deadline, supplier has to invite for final-inspection, if such is agreed.
- 4) Nominated inspector will provide an inspection-protocol, to be signed by both parties. If BCAG waives to perform an inspection, supplier will provide, against our claim for, a company inspection protocol, showing log and benchmarks of the in-house inspection.
- 5) If scope of supply will not be clean released due to discrepancies with our order-specifications, BCAG is entitled to nominate a grace-period enabling the supplier to adjust the rejected scope of supply. If readiness for dispatch will not be confirmed after the agreed extension of delivery-time, BCAG is authorized to claim the contractual agreed penalty for late delivery stipulated under Art.7 Should readiness for inspection not be possible in consequence of quite obvious defects BCAG is entitled to claim the repair of all defects within a reasonable period or to apply for depreciation. If inspection to be replayed due to actual fault by supplier, all relevant fees and charges are to be borne by the supplier. Our Claim for liquidated-damage remains reserved
- 6) Clean performed inspection and acceptance by our inspector do not release the supplier from his contractual agreed warranty-obligations and supplier remains fully responsible for hidden defects even if not detected at inspection, including any pitting. Clean performed pre-

shipment-inspection does not release the supplier from a timely notification of readiness for dispatch.

**15. Code of Conduct for BCAG Suppliers**

- 1) The supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the supplier will take responsibility for the health and safety of its employees, the supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers.

**16. Place of performance / Place of jurisdiction / Final provision**

- 1) Should single parts of these General Terms and Conditions of Purchase be invalid this shall have no effect on the other provisions.
- 2) Insofar as not expressly otherwise agreed the place of performance for the supply obligation is the delivery-address or point of use requested by BCAG; for all other obligations both parts the headquarter of BCAG in Switzerland.
- 3) It is agreed that Swiss law applies exclusively to the contractual relationships between the parties. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) is excluded. Swiss law also applies to questions of consensus, vitiated consent and representation.
- 4) The **place of jurisdiction** for all conflicts arising from orders placed by BCAG is **Basel, Switzerland**.

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