General Terms and Conditions of Purchase– Swarovski-Optik AG & Co KG.

Version 6.0, 09/2022

SWAROVSKI OPTIK

1. Application of the these GTCP

1.1 The present General Terms and Conditions of Purchase („GTCP") as amended from time to time shall apply in the respective current form to any business relationships between Swarovski-Optik AG & Co KG., Daniel-Swarovski-Straße 70, 6067 Absam, Austria, and/or its related entities (hereinafter "SWAROVSKI") and the seller or supplier (hereinafter "Supplier") (hereinafter collectively referred to as "Contracting Parties"), within the scope of which General Terms and Conditions of Purchase Supplier produces and/or processes products and/or delivers such products to SWAROVSKI as well as provides any other services (hereinafter collectively referred to as "Service(s)" or "Delivery(ies)/Service(s)") according to SWAROVSKI's orders or other specifications or the Contracting Parties' agreements ("Order/Purchase Order"). These GTCP shall also apply in the event that no reference is or has expressively been made to these GTCP in individual cases.

Article 9, 14.5 and 20 shall only apply to such Suppliers, whose Deliveries/Service(s) have a direct effect on SWAROVSKI's finished product or separable or inseparable components respectively - that i.e. may directly affect quality, shape, character and/or other properties of the products sold to final customers by SWAROVSKI or the separable or inseparable components of said products -, whether as a component of the finished product or as production/processing process.

1.2 The application of any general terms and conditions of the Supplier, in whatever form, shall be excluded with regard to the business relationship between SWAROVSKI and Supplier. SWAROVSKI herewith expressively rejects the applicability of these other general terms and conditions. Acts of performance or silence on the part of SWAROVSKI shall not result in the applicability of any general terms and conditions of the Supplier. Deviating arrangements, additional agreements, covenants and/or amendments of these GTCP may only be agreed in writing by both Contracting Parties and only for the individual case in question.

2. Offers to SWAROVSKI

Irrespective of their designation and/or time-related restrictions contained therein, all offers made to SWAROVSKI shall be binding upon the Supplier at least for the term of three months as of the receipt by SWAROVSKI, and shall confer neither a claim to receive a remuneration nor any reimbursement of expenses, regardless of what kind of work or effort the Supplier invested in order to prepare and make the offer to SWAROVSKI.

3. Placing Orders and Order Confirmation

3.1 Orders/Purchase Orders by SWAROVSKI shall be placed exclusively in writing and including SWAROVSKI's individual order number, otherwise not having any binding effect.

3.2 Supplier guarantees that any Deliveries/Services supplied or rendered to SWAROVSKI comply with any specifications mentioned, referred to, agreed to in the Order/Purchase Order for the respective Deliveries/Services or elsewhere and/or unilaterally defined by SWAROVSKI. Without a specific request by SWAROVSKI being required, Supplier shall be always obligated to include possible storing, handling, operating and maintenance instructions regarding the Deliveries/Service in German and/or English language.

3.3 Within five (5) days as of receipt, Supplier shall confirm to SWAROVSKI in writing the Order/Purchase Order placed by SWAROVSKI, in particular as regards price, Delivery/Service, amount as well as time of delivery/service. If SWAROVSKI does not receive a confirmation within the above-mentioned term, the Order/Purchase Order shall be deemed to be confirmed by Supplier. In the event that Supplier does confirm the Order/Purchase Order or issues a reply amending the Order/Purchase Order, SWAROVSKI shall be entitled to revoke the complete Order/Purchase Order or parts thereof within twenty-one (21) calendar days from date of issuance of Order/Purchase Order, without any claims for Supplier arising therefrom.

3.4 Unless expressly agreed otherwise in a separate contract, SWAROVSKI shall not be obliged to call any Deliveries/Services from Supplier.

4. Prices and Terms of Payment

4.1 The agreed prices are fixed prices. Price changes shall only be valid if agreed to by both Contracting Parties in text/writing. The prices include any packaging costs for shipment of the Deliveries/Services. The period for payment shall be ninety (90) days after receipt by SWAROVSKI of the Deliveries/Services and the proper invoice.

4.2 Invoices shall always include (i) the order number, (ii) the itemized description of the provided items of Delivery/Service, (iii) the date of Order/Purchase Order and (iv) the price. These requirements shall also apply to the event that the Contracting Parties have agreed on a settlement by collective invoice. Invoices the execution of which does not comply with the requirements defined herein shall not be accepted and are deemed to not have been presented.

4.3 Supplier shall not be entitled to set-off any payables owed to SWAROVSKI against receivables from SWAROVSKI or to retain the service provision with respect to Orders/Purchase Orders already confirmed.

4.4 Any travel costs shall be borne by the Supplier unless agreed otherwise in each individual case, in advance and in writing and by agreeing on a maximum amount.

5. Dates of Delivery and Service

5.1 Agreed dates of delivery and service are fixed dates and must be strictly adhered to accordingly.

5.2 Partial and premature supply of Deliveries/Services shall be subject to the prior express written consent of SWAROVSKI. In the absence of such an approval, SWAROVSKI shall be entitled to refuse acceptance of Deliveries/Services of partial or premature delivery and to return them to Supplier or store them with a third party, both at the Supplier's expense. Should SWAROVSKI accept the premature and/or incomplete supply of Delivery/Service, the terms of payment agreed herein shall not start running until the Delivery/Service has been supplied completely and Supplier has submitted a proper, flawless invoice to SWAROVSKI.

5.3 If there is a delay or incomplete supply of Delivery/Service, SWAROVSKI may (i) insist on supply of Delivery/Service and on Supplier reimbursing SWAROVSKI for damages caused by delay or (ii) withdraw from the Order/Purchase Order completely or partially and claim reimbursement for damages caused by delay from Supplier and costs for substitute performance, both after having set an extension of time of two (2) weeks from the original due date for Delivery/Service.

6. Material provided by SWAROVSKI

Any services, items, drawings, specifications and/or other materials and/or information (hereinafter collectively referred to as „SWAROVSKI Material") is made available to Supplier by SWAROVSKI for implementing the Order/Purchase Order exclusively. SWAROVSKI Material shall remain SWAROVSKI's property, must neither be made accessible to third parties by Supplier nor be used for advertising purposes or purposes other than executing the Order/Purchase Order for/by SWAROVSKI, regardless of whether such purposes are third-party-purposes or Supplier's personal purposes. Material provided by SWAROVSKI shall be returned in excellent condition after the Order/Purchase Order has been fulfilled or prematurely, when being called by SWAROVSKI, immediately, but not later than within seven (7) days. The terms of delivery contained in the GTCP shall apply.

6.1 Material provided by SWAROVSKI shall be used for the intended fulfillment of SWAROVSKI's respective Order/Purchase Order exclusively. Tools owned by SWAROVSKI have to be marked with the respective Swarovski Optik part number and the information "Property of Swarovski Optik KG". The label has to be placed in a clearly visible position and must not be removable.

6.2 Supplier shall be obligated to inspect the SWAROVSKI Material immediately after delivery or other receipt for obvious defects with respect to transport damages and/or other defects, and to immediately inform the contact person in charge of the supply relationship at SWAROVSKI's in writing if there are any damages and/or defects. SWAROVSKI shall have the exclusive power of decision with respect to the steps to be taken.

6.3 Irrespective of a further working or processing, SWAROVSKI Material shall remain the exclusive property of SWAROVSKI, and Supplier shall not be entitled to use it for other purposes than for implementing the Order/Purchase Order placed by SWAROVSKI. Until being worked or processed, SWAROVSKI Material shall be stored separately, managed, marked and insured at Supplier's expense without SWAROVSKI incurring additional fees. The exclusive property as well as any rights to/in the SWAROVSKI Material shall remain with SWAROVSKI, irrespective of whether such Material is used in its form as made available or in a new form resulting from working and/or processing. The ownership of the finished products shall also rest with SWAROVSKI.

In the event that SWAROVSKI Material – provided that such is tangible – by means of working and/or processing, becomes a fix component of a machine held by Supplier, and such component cannot be detached without destroying the whole object, SWAROVSKI shall acquire co-ownership of the respective finished product.

6.4 The Supplier shall be liable towards SWAROVSKI for any reduction in value or loss of, as well as damage to the SWAROVSKI Material that the Supplier is responsible for.

7. Drawings, Tools, Molds

7.1 Drawings, devices, tools, molds and the like that have been produced by Supplier at SWAROVSKI's expenses for implementing the Order/Purchase Order ("SWAROVSKI's Devices) shall become SWAROVSKI's property upon being produced and Supplier assigns any rights in or related thereto to SWAROVSKI. According to the provisions corresponding to Article 7.1 or 7.3, SWAROVSKI's Devices shall be carefully kept, maintained and - when damaged or defective - renewed by the Supplier.

7.2 In the event of damages, reduction in value or loss of SWAROVSKI's Devices, Supplier shall replace them. SWAROVSKI's Devices must be insured accordingly at the Supplier's own expenses.

7.3 SWAROVSKI's Devices shall be marked as SWAROVSKI's property. Supplier is obligated and SWAROVSKI is entitled to have the marking done and/or inspected at the Supplier's premises by a third party authorized by SWAROVSKI. Supplier acknowledges that he does not possess any liens and/or rights of retention with respect to SWAROVSKI's Devices, whatever facts the Supplier considers to potentially form the respective legal basis.

7.4 Following the completion of each mandate for which SWAROVSKI's devices had to be used, SWAROVSKI may request the immediate handing over and surrender of all SWAROVSKI's Devices free of charge.

7.5 The Supplier is obligated to grant access to SWAROVSKI or the persons authorized by SWAROVSKI to execute a possible removal and to ensure that these people are not hindered in any way in removing SWAROVSKI's Devices. SWAROVSKI's Devices shall be handed over to SWAROVSKI undamaged, ready to use and secured.

8. Delivery of Machines and Technical Devices

8.1 Unless otherwise agreed in text/writing between the Contracting Parties, any machines, technical devices and/or other components to be delivered must be equipped with the protective devices prescribed at the place of delivery or must be produced in accordance with the specifications required there respectively, and must meet the applicable safety, environmental and/or other specific provisions required at the place of delivery. In the event that plants are set up as well as in the event that further technical devices are delivered, the Supplier undertakes to inspect the specifications required by SWAROVSKI as to measurements, quality and features, and to correct these in agreement with SWAROVSKI, provided that this is required in view of the higher expertise of Supplier with respect to the concerned products, whereas an amendment of the specifications issued by SWAROVSKI shall only be allowed upon SWAROVSKI's written consent. Supplier warrants that all Deliveries/Services comply with the agreed specifications as well as all technical safety provisions.

8.2 Necessary safety devices and safety instructions shall be included with all Deliveries by Supplier in German and/or English language without an explicit request by SWAROVSKI being required.

9. Quality Management

In order to ensure the quality of the products made for SWAROVSKI at a constantly high level, the Supplier shall be obligated to maintain an appropriate and permanent quality management. Documentation shall be kept and submitted to SWAROVSKI upon request. SWAROVSKI is furthermore entitled to inspect specifications of the quality management as well as to request individual immediate measures for quality control with immediate obligation for the Supplier, and systematically check the implementation of the same. Infringing the obligation to maintain quality management can be deemed to be a substantive breach of contract, provided that such was communicated by SWAROVSKI in advance.

In the event that Supplier does not possess a permanent, existing quality management, he shall inform SWAROVSKI accordingly; the Contracting Parties will agree on an alternative.

10. Service Delivery

Supplier warrants the supply of the Deliveries/Services ordered by SWAROVSKI as well as any auxiliary services to the best of his knowledge and belief, and in accordance with best industry standard and latest state of the art.

11. Shipping Instructions and Place of Destination

11.1 Deliveries shall meet the applicable delivery regulations and procedures valid at the respective SWAROVSKI location to be supplied. Products shall be packed in conformity with the nature of the goods and the method of transport. Supplier shall be liable for all defects resulting from improper packaging.

11.2 Unless agreed otherwise in the scope of the Order/Purchase Order, Deliveries and prices shall be DDP SWAROVSKI's place of business according to INCOTERMS 2010. Ownership of Delivery/Service is transferred to SWAROVSKI upon delivery, while the Supplier shall not be entitled to conditional sale with reservation of ownership. With respect to consignments requiring custom clearance all necessary documents and forms, particularly (i) two invoices for custom clearance, (ii) movement certificates or certificates of origin Form A., (iii) one packing list each as well as (iv) any further documents required shall be included. In addition, Supplier shall particularly indicate the custom tariff number(s), net weight and SWAROVSKI's corresponding order number on each document.

12. Inspection of delivery

Upon receipt of Delivery/Service, SWAROVSKI shall only be obligated to inspect the Delivery/Service with respect to identity, completeness as well as apparent defects on the outside. SWAROVSKI expressly reserves the right to notify Deliveries/Services containing defects or not supplied in accordance with the regulations of the present GTCP or as agreed upon in the respective Order/Purchase Order at any time within the defects liability period. Accordingly, Supplier shall waive the objection of late notification of defects within the defects liability period.

13. Warranty and Liability for Defects

13.1 Supplier shall be liable for the Deliveries'/Services' compliance with the requirements agreed upon, state of good at merchantable quality and freedom from any defects and omissions in material, design or workmanship, as well as suitability for their intended purpose and use. Without limitation to the foregoing, Supplier shall supply his Deliveries/Services according to recognized state-of-the-art, by using appropriate material free of defects in conjunction with proper execution and by expedient and safe construction and defect free installations.

In order to make sure that the Delivery/Service complies with any applicable national, supranational or international laws and regulations – which the Supplier assumes warranty and liability for, too – the Supplier is obliged to keep himself informed about such laws and regulations and comply with them. In that context, particularly the provisions established by the "Regulation on Material-Conformity", available on http://supplierplatform.swarovskioptik.com, shall apply. In case of an update or amendment of the "Regulation on Material-Conformity", and once the respective amended version has been made available on http://supplierplatform.swarovskioptik.com, the text shall be replaced entirely by this new version, which shall become a binding part of these Terms and Conditions automatically, without the necessity of any further activity in this regard. Supplier shall be responsible to keep himself informed about the respective current version of the Regulation on Material-Conformity out of his own initiative and without being asked to do so. Additionally, Supplier shall comply with his information and notification obligations according to and as required within the scope of the web-based Material and Supplier Management systems on http://swarovskioptik.mdsweb.de/.

13.2 Should the Deliveries/Service be defective, SWAROVSKI shall, at own choice and irrespective of nature and extent of the defect, be entitled to request from Supplier replacement, repair or re-supply of the concerned Deliveries/Services, or a respective price reduction. If a defect cannot be rectified, the rectification of the defect is unreasonable for SWAROVSKI or the extension of time set by SWAROVSKI has expired without the Supplier fulfilling his obligations, SWAROVSKI shall be entitled - in its own discretion - to withdraw from the Order/Purchase Order entirely or partially and to completely refuse the supply of the corresponding Deliveries/Services or to perform the rectification of defect by themselves or have the defect rectified by third parties. Supplier shall bear all resulting costs.

13.3 Supplier shall bear any costs arising out of and/or in connection with the occurrence of a defect – irrespective of the warranty remedy chosen by SWAROVSKI –, assertion of mentioned warranty rights or the rectification of defects, as well as any costs uselessly expended by SWAROVSKI as well as costs for additional inspections of the Deliveries/Services, determination of defects, sorting out, modification and the like.

13.4 SWAROVSKI shall be entitled to advance any defects within twenty-four (24) months after the Delivery/Service has been accepted by SWAROVSKI and to claim their rectification as agreed upon hereunder, as well as to file any claims available according to applicable law. This twenty-four (24)-month period shall restart after the defects of affected delivery of Delivery/Service have completely been rectified.

14. Liability for Defects

14.1 Supplier shall be responsible for the appropriate fulfillment of his duties in connection with and/or arising from the business relationship with respect to the supply of Delivery/Service in accordance with the state-of-the-art and the due diligence of a responsible expert and by using existing know-how and know-how obtained in the course of the business relationship. Supplier shall be liable to SWAROVSKI for provision of Services according to the duties and contracts in conformity with the present GTCP and the respective Order/Purchase Order. Liability of the Supplier shall neither be limited nor conditioned unless SWAROVSKI has expressively accepted such limitations or conditions in writing in advance.

14.2 Supplier may use subcontractors only upon having obtained SWAROVSKI's prior written consent in each respective Order/Purchase Order. Supplier shall remain liable for the supply of all subcontracted Deliveries/Services accordingly. Supplier shall be liable to SWAROVSKI for any damages and costs completely or partially attributable to the Supplier, his employees or representatives and indemnify and hold SWAROVSKI harmless from any such damages.

Subcontractors which merely supply non-individualized single components or components that cannot be individualized for the implementation of the Service owed by Supplier or, which only render non-essential or non-individualized services or services that cannot be individualized shall not be subject to approval.

14.3 Supplier shall be liable for his Deliveries/Services according to the respective relevant product liability provisions, in particular in accordance with the provisions of Council Directive 85/374/EEC on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products in conjunction with the provisions of directive 1999/34/EC of the European parliament and of the council of 10 May 1999. Supplier shall inform SWAROVSKI of any defect, product properties and/or other circumstances that are relevant for product liability, or suggest the supplied Services be required to be recalled from market immediately when such case becomes known. Supplier shall cooperate with SWAROVSKI when creating warnings or performing recall programs regarding

Supplier's products. Supplier shall bear any costs arising from measures to be taken including possible expenses resulting from and/or in connection with a recall program or recall measure preventively performed by SWAROVSKI.

14.4 SUPPLIER shall indemnify and hold SWAROVSKI harmless against any damages relating to product liability or other damages resulting due to or in connection with the Deliveries/Services of Supplier, in particular including consequential damages, defect damages ("Mangelschaden"), futile expenditures and/or indirect damages and purely financial loss (i.e. loss without damage to any absolute rights). This extends to disbursements according to § 1014 ABGB (Austrian Civil Code) resulting out of or in connection with a product recall ("Rückruf- oder Rückholaktion"), too; furthermore, this includes without limitation reimbursement for loss of interest, legal costs and further related costs, unless the corresponding damage is exclusively caused by SWAROVSKI and the cause of damage is attributable to SWAROVSKI.

14.5 Supplier is obligated to effect and maintain in force at all times of the business relationship a business liability insurance including product liability insurance (for damages to persons, property and pure financial losses) adapted to the potential risk with respect to the business relationship between the Contracting Parties; the insurance combined limit shall be at least EUR 10 million, whereas a worldwide coverage (including US and Canada) must be provided for. Per damaging event, an amount of insurance of at least EUR 5 million must be available. Supplier shall strictly comply with any and all obligations and conditions precedent to the policy. Upon SWAROVSKI's demand, Supplier shall provide SWAROVSKI with a proper proof of the existence of the insurance cover. SWAROVSKI shall be entitled to give a binding individual guideline with respect to the minimum cover required. SWAROVSKI reserves the right to request the Supplier to amend these minimum insurance amounts in the event of an expansion of the market in quantitative or qualitative terms.

15. Force Majeure

15.1 If, as a result of force majeure, Supplier is unable to fulfill an Order/Purchase Order, Supplier shall give SWAROVSKI prompt notice thereof and evidence of the reason for non-performance of Delivery/Service. Force majeure shall in particular include unforeseeable, uninsurable circumstances beyond a Contracting Party's control.

15.2 If Supplier meets his notification obligation stipulated herein, the obligations of the Supplier affected by force majeure shall be suspended for the duration of a situation of force majeure. Should it be foreseeable that force majeure will prevent the Supplier from performing his obligations for more than 30 (thirty) days, SWAROVSKI shall have the right to withdraw from the Order/Purchase Order by written notice without Supplier acquiring any claims whatsoever thereof.

15.3 Should SWAROVSKI be prevented from accepting the Deliveries/Services due to force majeure, SWAROVSKI shall be entitled to withdraw from the Order/Purchase Order by written notice without Supplier being entitled to any claims, of whatever nature. Supplier shall not be entitled to withdraw from the Order/Purchase Order.

16. IP Rights

16.1 Any rights, of whatever nature, to and/or in connection with the SWAROVSKI Materials and other information provided to Supplier by SWAROVSKI as well as SWAROVSKI's Devices and/or other results of work that have been created in the course of the implementation/fulfillment of an Order/Purchase Order placed by SWAROVSKI, and/or rights that base on the intellectual property of SWAROVSKI shall exclusively, completely and without limitations be owned by and vest in SWAROVSKI and constitute its property.

16.2 SWAROVSKI holds the exclusive right to apply for protective rights such as patents, designs, utility models and trademarks, as far as the Services have been developed upon SWAROVSKI's order or base on intellectual property of SWAROVSKI, of whatever nature. Furthermore, SWAROVSKI acquires the exclusive, unrestricted, worldwide and royalty-free right of use of copyrights and/or the works and creations arising in the course of the business relationship protected by copyright.

16.3 Where existing protective rights or other rights of Supplier are apt to prevent SWAROVSKI or its customers from performing the rights held by SWAROVSKI according to this Article 17 or from the use of the corresponding services, Supplier shall grant SWAROVSKI an unlimited, unrestricted, royalty-free right of use that may be extended to SWAROVSKI's customers and suppliers; alternatively, Supplier shall ensure that such rights are granted to SWAROVSKI by third parties.

16.4 Supplier warrants that he is not aware of any protective rights or other rights worldwide that could interfere with the performance of rights held by SWAROVSKI according to this Article 17 or the use of the corresponding services. In the event that third party's protective rights, copyrights or other rights are infringed, Supplier undertakes to fully indemnify and hold harmless SWAROVSKI. This obligation shall also extend to reimbursement of legal costs and other costs for legal defense incurred to SWAROVSKI.

17. Confidentiality and References to SWAROVSKI

17.1 Supplier undertakes to use all SWAROVSKI Materials as well as any commercial, technical and/or other information provided and/or becoming known to him in the course of the business relationship with SWAROVSKI exclusively for the fulfillment of Orders/Purchase Orders placed by SWAROVSKI, to treat them at least with the same care and attention as his own company and trade secrets - in any case, however, at least with the appropriate care -, not to make them accessible to third parties and protect them against theft. After an Order/Purchase Order has been completed, or at an earlier stage upon SWAROVSKI's request, Supplier shall immediately return or destroy – according to SWAROVSKI's choice – all documents and any documentation, that might contain the above-mentioned information, including any copies, regardless of whether those have been made by Supplier, SWAROVSKI or third parties. Supplier shall make accessible said SWAROVSKI Materials and/or other information exclusively to such employees that need to know them for performing the Orders/Purchase Orders placed by SWAROVSKI.

17.2 Neither Supplier nor any approved subcontractor shall be entitled to refer to SWAROVSKI in advertisement, external communication or any other announcements and/or to use SWAROVSKI's trademarks and/or brands without having obtained SWAROVSKI's prior written approval in each individual case.

18. Compliance

18.1 Despite the different legal and cultural backgrounds and environments that the Supplier may operate in, Deliveries/Services shall be provided in consideration of the ethical values and principles defended by SWAROVSKI while complying with standards as provided in the SWAROVSKI OPTIK Code of Conduct for Suppliers.

Supplier shall make sure high quality standards, economic stability and flexibility are maintained by establishing an adequate business management.

18.2 SWAROVSKI reserves the right to monitor compliance with these minimum standards and terminate the business relationship with Supplier for good reason with immediate effect in case the latter continually refuses compliance with or, respectively, repeatedly violates them and may report the misbehavior to the competent authorities.

18.3 Supplier guarantees that any Deliveries/Services are supplied in compliance with any applicable regulations, directives, laws and/or any other rules. Supplier is obligated to comply with this undertaking at own expenses and to indemnify and hold harmless and compensate SWAROVSKI for damage occurred as a result of non-compliance.

18.4 When providing Services in the premises or on the site of SWAROWSKI, Supplier shall be obligated (i) to decide on and comply with safety measures according to his applicable industrial standards and currently valid accident prevention regulations on his own authority and (ii) to comply with the house rules, safety rules and other instructions and local guidelines issued by SWAROVSKI.

18.5 Supplier shall be obligated to strictly comply with the international customs and commercial provisions. If the Services provided or products to be delivered by Supplier are subject to international barriers to trade or prohibitions, in particular also in the event of "dual use goods", Supplier shall accordingly inform SWAROVSKI in writing without delay and provide both offer and order confirmation as well as subsequent provision of service in conformity with law.

19. Data Protection

Supplier shall expressly be obliged to comply with any applicable data protection acts with respect to information regarding SWAROVSKI and/or SWAROVSKI's employees. Within the course of normal business, SWAROVSKI shall be entitled to make accessible personal data of Supplier to other companies within the SWAROVSKI-group on international basis.

20. Auditing

20.1 Following advance notice to Supplier and during business hours usual in the Supplier's line of business, SWAROVSKI shall be entitled to audit or let third parties audit Supplier's production site with respect to consistence with the agreed quality and compliance requirements.

20.2 On SWAROVSKI's demand, Supplier shall enforce SWAROVSKI's authorization to audit to the same extent with respect to pre-suppliers of Supplier.

21. Assignment of Rights and Obligations

21.1 Supplier must not assign rights and duties from this GTCP to any third party without the written consent of SWAROVSKI in each individual case.

21.2 SWAROVSKI shall be entitled at any time to assign its rights and duties from this GTCP and the Order/Purchase Order to a company affiliated to SWAROVSKI or a third party without the consent or approval of Supplier being required.

22. Applicable Law and Venue

22.1 This business relationship between Supplier and SWAROVSKI shall be subject to the substantive law governing at SWAROVSKI's registered office. United Nations Convention on the International Sale of Goods (CISG) and the provisions of the law on conflict of laws under international private law are excluded.

22.2 If the Supplier's permanent registered office is in an EU Member State, Iceland, Norway or Switzerland, any legal dispute arising from and/or in connection with the business relationship between Supplier and SWAROVSKI shall exclusively be settled by the competent court in Innsbruck, Austria. If Supplier's permanent registered

office is in another State, any dispute arising from and/or in connection with the business relationship between Supplier and SWAROVSKI shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance with said Rules. The arbitration shall be held in Zurich, Switzerland. The language of arbitration will be German.

23. Notification

Any notices required or permitted pursuant to this GTCP will be given in writing and sent personally, by facsimile, by registered overnight courier or by mail to the recipient to the address currently valid according to Order/Purchase Order.

24. Miscellaneous

No failure to exercise, nor any delay in exercising of any right or remedy hereunder on the part of either party, shall operate as a waiver thereof, neither for present nor for future cases. Any waiver of rights will only be valid when agreed by both parties in writing. If any of the provisions of this GTCP is or becomes illegal, invalid or unenforceable for whatever reason, this shall not affect the validity and applicability of the remaining provisions, and this GTCP shall be deemed to be free of illegal, invalid or unenforceable provisions. The Contracting Parties are independent Contracting Parties and are furthermore not affiliated on the basis of the present business relationship and do not have any relationship under employment law nor under the right of representation.

25. Languages

These GTCP have been executed in both German and English language. The Contracting Parties agree that in the event of discrepancies between these two versions and/or other uncertainties, the German version shall prevail over the English version and any interpretations shall be carried out on the basis of the German version.

SWAROVSKI Optik, September 2022

Date / Corporate Signature of Supplier