

General Purchase Conditions (GPCs) for Goods and/or Services

1. Definitions

1.1. The following definitions are used in these general terms and conditions of business governing the purchase of goods and/or services:

Subsidiary	A subsidiary of JURA-Holding AG that it controls either directly or indirectly at the relevant point in time
Agreement	Any agreement concluded between the contracting party and/or its affiliated companies regarding the purchase of goods and/or services, including but not limited to a framework agreement, a service level agreement and/or a purchase order
Contracting party	JURA-Holding AG or a subsidiary over which it exercises majority control (hereinafter referred to as “JURA Materials”)
General purchase conditions or GPCs	These “General Purchase Conditions (GPCs) for Goods and/or Services” of JURA Materials
Goods	All material items that the supplier is required to deliver to the contracting party and/or the affiliated company
Intellectual property rights	All rights to intellectual property, including but not limited to copyrights, (un-)registered trademarks, trade names and service marks, patents, <i>sui generis</i> database rights, domain names, rights to know-how and all associated rights
Parties	The contracting party or one of its affiliated companies and the supplier or one of its affiliated companies that is a party to the corresponding agreement
Personal data	Person-specific data within the meaning of the applicable law in relation to the employees of the contracting party and the employees of third parties that are commissioned by the contracting party and/or by an affiliated company within the scope of the agreement
Purchase order	The standard document of the contracting party, which can include or be appended to a set of service specifications and which describes the goods and/or services to be supplied by the supplier, details the payment terms and specifies a maximum amount to be paid by the contracting party to the supplier
Services	All work that the supplier is required to perform for the contracting party and/or for an affiliated company
Provider	Any party who enters into a contract with the contracting party and/or with the affiliated company as well as all employees and/or subcontractors or representatives of the supplier who are deployed by the supplier to supply goods and/or services to the contracting party and/or the affiliated company
Supplier’s subsidiary/subsidiaries	All affiliated companies of the supplier that it controls directly

2. Scope of application

- 2.1. These GPCs apply exclusively to the purchase of goods and the provision of services and shall be deemed to form an integral part of all contracts, enquiries, quotes, order confirmations, purchase orders, other legal relationships and other actions of the supplier and/or its affiliated companies vis-à-vis the contractual partner and/or its affiliated companies.
- 2.2. All contracts and/or purchase orders shall be governed by these GPCs and deemed to form an integral part of them. In the event of a discrepancy between the provisions of these GPCs and a contract and/or a purchase order, the contract and/or purchase order shall take precedence over the GPCs.
- 2.3. The contracting party may amend these GPCs from time to time. Any amendment shall enter into force thirty (30) days after the contracting party informed the supplier about it in writing.
- 2.4. These GPCs shall be deemed to have been accepted when the supplier takes receipt of a contract and/or purchase order from the contracting party and/or the affiliated company. Supplementary conditions that the supplier proposes verbally or in writing shall be deemed to have been rejected by the contracting party and/or affiliated company and shall not form part of the agreement between the parties.
- 2.5. Any reference made in these GPCs to:
 - “Contracting party” is also a reference to an affiliated company where the context so requires (either via a signed purchase order or a different agreement); and
 - The term “agreement” also refers to a purchase order where the context so requires (with the exception of Clause 3 and Clauses 4.1 and 4.2).
- 2.6. Any (general) terms and conditions of business of the supplier and/or the affiliated companies of the supplier are expressly excluded and shall not be applied to the relationship between the parties unless the parties have agreed otherwise in writing.

3. Validity of a quote and conclusion of a purchase contract

- 3.1. Any quote prepared by the supplier cannot be revoked within three (3) months of receipt by the contracting party unless the parties expressly agree a different time period in writing. In the event of a tendering procedure, this period begins on the day on which the call for tenders closes.
- 3.2. Any quote prepared by the supplier is to be accepted by the contracting party in the form of a written purchase order signed by an authorised agent or via the digital ordering system of the contracting party's buyer.

- 3.3. If the supplier does not present a quote to the contracting party and/or the affiliated company, an order shall materialise by virtue of the contracting party issuing the supplier with a purchase order in accordance with the framework agreement.
- 3.4. If the supplier spots an error or inaccuracy in a purchase order, it must notify the contracting party without delay and seek clarification before continuing with the execution, production or delivery of goods and/or services.
- 3.5. The contractual partner may cancel or amend a purchase order free of charge as long as the supplier has not yet started to execute it.

4. Sustainability, legal and risk requirements made of suppliers

- 4.1. The supplier shall support and undertakes to uphold the highest ethical, legal and moral standards as set out in the "Supplier Code of Conduct" (click on link) and shall comply with its provisions, including in all other respects.
- 4.2. Before submitting its first invoice, the supplier must follow the relevant security processes stipulated by the contracting party and must arrange to be registered as described [here \(www.beroeinc.com/kys/crh-enterprise/\)](http://www.beroeinc.com/kys/crh-enterprise/).
- 4.3. The supplier shall comply with all relevant rules, regulations and laws relating to human rights (including Section 1502 of the Dodd-Frank Act), health, safety and environment as well as anti-bribery, anti-corruption (including the UK Bribery Act and the US Foreign Corrupt Practices Act insofar as applicable), anti-slavery, economic sanctions, anti-money-laundering, and US, EU and UK trade sanctions.
- 4.4. If the supplier processes personal data within the scope of or in connection with the contract, it must comply with all laws and regulations governing privacy and data protection that apply to its goods and services, such as the General Data Protection Regulation (EU) 2016/679 (GDPR) and the EU Data Protection Directive 2002/58/EC.
- 4.5. The supplier shall compensate the contracting party for all costs, damage and/or losses resulting from an identified breach of this section 4.

5. Supplier's obligations

- 5.1. The supplier's obligations encompass, without limitation:
- a. Ensuring that goods are supplied and services performed in accordance with the relevant contract and/or the relevant purchase order, in line with the applicable specifications and applying the highest professional standards, e.g. in respect of workmanship and suitable materials;
 - b. Keeping proper records of every purchase order so that they can be audited by the contracting party;
 - c. Carrying out all instructions, directives and/or orders issued lawfully by the contracting party;
 - d. Guaranteeing rigorous compliance with all laws applicable to the supplier's personnel who are employed and/or deployed for the purposes of the relevant purchase order;
 - e. Ensuring that the agreed work will continue in the event of the personnel deployed by the contractor being ill, on holiday or absent for other reasons. The contractor shall ensure that sufficient personnel are available to carry out all work;
 - f. Maintaining all licences, permits, authorisations, consents and permissions that it requires to fulfil its obligations under the agreement;
 - g. Taking out the necessary insurance policies and insuring its equipment and materials in its own name.
- 5.2. The supplier shall familiarise itself with the guidelines and work instructions provided by the contracting party and shall ensure that all relevant employees, subcontractors and/or representatives are told about the supplier's obligations under these GPCs.
- 5.3. The supplier is also obliged to take all possible precautions to prevent injury and damage to property. If the supplier fails to comply with instructions and/or regulations (relating to safety or in another respect), it must compensate the contracting party for all costs, damage and/or losses resulting from this non-compliance, and the contracting party may ban the relevant employee from its premises.

6. Timing of the delivery of goods and provision of services

- 6.1. The delivery of goods and/or the provision of services must commence at the point in time stipulated in the relevant contract and follow a schedule to be drawn up by the contracting party.
- 6.2. As soon as the supplier knows or can foresee that the goods will not be able to be delivered on time or in accordance with an agreed schedule and/or that the services will not be able to be provided on time, it must notify the contractual partner accordingly in writing without delay and explain the details of the delay. Providing notification in this way does not affect the contractor's obligations to comply with the contract in question.
- 6.3. The contracting party reserves the right to change the order or sequence in which the goods and/or services are to be supplied under a contract.

7. Delivery of goods

- 7.1. Goods are to be delivered by the supplier DDP (delivered duty paid, based on Incoterms 2020) unless the parties have agreed otherwise in writing.
- 7.2. The agreed delivery deadline is to be indicated in the corresponding agreement, and the time is crucial to the delivery. If the supplier fails to meet the delivery deadline, the contracting party shall be entitled to terminate the contract at any subsequent point in time by declaring the supplier to be in default and/or terminating the contract.
- 7.3. If the contracting party terminates all or part of the agreement in accordance with clause 7.2:
 - a. All amounts owed by the contracting party in conjunction with the entire or part of the cancelled agreement shall no longer be due;
 - b. All amounts paid by the contracting party in conjunction with the entire or part of the cancelled agreement must be refunded to the contracting party by the supplier without delay;
 - c. The contracting party shall be entitled to demand compensation from the supplier for all losses caused by the supplier's failure to supply the goods or services by the agreed deadline and/or by the contract being terminated in whole or in part (including but not limited to the expenses that the contracting party reasonably incurred to obtain the goods or services from another supplier).
- 7.4. All goods shall be delivered to the contracting party at the address specified in the relevant agreement or purchase order. The supplier shall follow all the delivery instructions communicated to it by the contracting party.
- 7.5. The supplier is obliged to exercise due skill, care and diligence when using and/or maintaining equipment belonging to the contractual partner. If the supplier fails to exercise this care, it shall be liable for all damage, losses and costs caused by damage to the contractual partner's equipment.

- 7.6. The supplier shall ensure at its own cost and risk that it has the storage space that it requires for the goods. The supplier shall bear the costs of the transport required for this purpose unless otherwise agreed.
- 7.7. The contracting party is entitled to move back the delivery time. In this case, the supplier shall be obliged to package the goods properly, store them separately in an easily identifiable manner, look after them, secure them and insure them. The contracting party shall be liable for reasonable costs that the supplier incurs in conjunction with a postponed goods delivery.

8. Notes

- 8.1. Any message that one party is required to send to the other party under these GPCs shall be deemed to have been provided to the other party when it is delivered in person, by email or by registered letter to the email address or registered address of the other party. The supplier shall provide the contracting party with a list of personnel who can be contacted at any time in an emergency.

9. Packaging

- 9.1. All goods must be packaged safely and securely for shipping to the delivery address, specifically with as little additional weight as possible and in the smallest reasonable bulk that is compatible with safe transport by sea, rail, road or air (as determined by the parties) and with the insurance requirements. The supplier shall ensure that all delivered goods are properly protected against damage and/or deterioration in transit and are properly labelled with their destination address, their contents and the name of the contracting party.
- 9.2. Enclosed with the goods must be all necessary documents complying with the specifications, the applicable laws and regulations and all other requirements that the contractual partner specifies in the purchase order and that the supplier confirms in the order confirmation.
- 9.3. All goods must be packaged and stowed safely and securely such that they can be unloaded safely and securely (by either the supplier or the contracting party).

10. Transfer of ownership and risk

- 10.1. Ownership of the goods shall pass to the contracting party when the goods are delivered to the delivery address specified in the relevant contract unless payment is made prior to delivery to the supplier, in which case ownership to the goods shall pass to the contracting party on payment. In this case, ownership of the goods shall pass to the contracting party as soon as payment has been made. Immediately on receipt of payment, the supplier shall take possession of the goods for the benefit of the contracting party, store them separately to all other goods in the supplier's possession and label them clearly as belonging to the contracting party.
- 10.2. The transfer of ownership of the goods shall not affect the contracting party's right to reject the goods if they do not comply with the relevant contract and/or the specifications contained therein.
- 10.3. The supplier shall bear the risk of the goods being lost, stolen and/or damaged up until the contracting party has taken possession of and accepted them.
- 10.4. All materials that the contractual partner makes available to the supplier shall remain the property of the contractual partner, and the supplier shall label them as belonging to the contractual partner and keep them separate in a way that is clear to third parties.
- 10.5. Without the prior written consent of the contractual partner, the contractor may not use the abovementioned materials for purposes other than making a delivery to the contractual partner or performing work for the contractual partner and may not permit or arrange for a third party to do the same.

11. Inspections

- 11.1. The contracting party shall be entitled to inspect, assess and/or test the goods and/or services at any time (or arrange for this to be done), regardless of where they are located.
- 11.2. The supplier shall permit the contractual party or its representatives access to its premises and buildings so that the contracting party may perform audits of all kinds, including but not limited to health and safety and corporate social responsibility audits. The supplier shall assist with inspections of this kind without payment.
- 11.3. If an audit has to be repeated due to fault on the part of the contractor, the contractor shall be liable vis-à-vis the contractual partner for the costs incurred by the contractual partner as a result.

- 11.4. An inspection, assessment and/or audit being carried out by the contracting party shall not be taken to mean that the contracting party accepts the quality of the goods and/or services to be supplied or that it releases the supplier from its liability for failing to meet its obligations.

12. Assignment and subcontracting

- 12.1. Every agreement is intended for the supplier personally, and, without the prior written consent of the contracting party, the supplier may not: i) assign, pledge, encumber or sell its rights under a contract or agreement; ii) subcontract; or iii) delegate or outsource fulfilment of its obligations in another way. The supplier shall remain fully liable for all goods and/or services supplied by a subcontractor or other second-tier supplier.
- 12.2. The contracting party may transfer a contract to an affiliated company without the supplier's consent.

13. Prices

- 13.1. The price for the goods and/or services is determined based on the corresponding contract and shall be understood to exclude VAT unless otherwise indicated.
- 13.2. The contracting party shall not pay any additional costs unless it has agreed to this in writing in advance.

14. Invoicing and payment

- 14.1. The supplier shall issue the contracting party with detailed invoices for goods and/or services supplied in accordance with the relevant agreement.
- 14.2. The supplier must address and submit all invoices connected with the goods and/or services electronically using the contracting party's digital ordering system.
- 14.3. The contracting party shall pay every invoice by the deadline set in the agreement after receipt of the corresponding invoice.
- 14.4. All payments are contingent on the goods and/or provision of services complying with the relevant contract and these GPCs to the contractual partner's satisfaction.
- 14.5. The contracting party is entitled to add any amount that it owes to the supplier to amounts that it owes to the supplier based on an invoice.

- 14.6. Payments shall not affect the contractual partner's rights in the event that the goods and/or services provided turn out to be defective, faulty, not in accordance with the contract and/or not in compliance with these GPCs.
- 14.7. If the parties agree that the supplier is to provide additional goods and/or services in addition to the goods and/or services or resources specified in the agreement, then this arrangement shall be recorded in an amended agreement and/or in an amended purchase order.
- 14.8. The price for the goods and/or services shall be set once the parties have come to an arrangement.

15. Termination

- 15.1. If and insofar as the supplier fails to comply properly, promptly or at all with an obligation under the corresponding contract or in any other way, then the contracting party may, at its discretion:
 - a. Give the supplier the opportunity to comply with its obligations by a deadline set by the contracting party; and/or
 - b. Suspend its obligations within the scope of the agreement; or
 - c. Terminate the agreement immediately in whole or in part – at the contracting party's discretion – without requiring the supplier to be placed in default first.
- 15.2. The contracting party's right to terminate the contract in whole or in part shall not affect its right to demand full compensation for losses suffered and costs incurred as a result of the supplier's failure to comply with provisions or to ensure due and timely compliance with provisions.
- 15.3. Either party is entitled to terminate a contract in whole or in part immediately, without placing the other party in default, if that other party is, becomes or risks becoming insolvent. The contracting party is entitled to terminate a contract in whole or in part if: i) the supplier violates Clause 4; or ii) the supplier transfers or assigns its business activities or significant assets that relate wholly or partially to the goods without the prior written consent of the contractual partner.
- 15.4. If the contracting party terminates a contract (or part thereof), it shall not be obliged to pay the supplier compensation for doing so.

16. Force majeure

- 16.1. Neither party shall be liable for non-compliance with the contract or for damage, loss or delays caused by factors outside the reasonable control of the respective party, including but not limited to fires, explosions, flooding, war, industrial action, pandemics, epidemics or civil unrest, provided that the non-compliant party takes commercially reasonable measures to avoid or rectify such causes of the non-compliance and resumes compliance with the contract with due haste as soon as these causes have been rectified.
- 16.2. The party that has failed to comply with its obligations shall proceed as follows:
- a. It shall notify the other party without delay of its failure to comply, of the event causing the non-compliance and of any evidence or documentation that shows why the event prevented the party from complying with the agreement; and
 - b. It shall do all it can to resume compliance with the neglected obligations as soon as possible after the event has come to an end.
- 16.3. If a force majeure event has a material impact for more than thirty (30) consecutive calendar days on a party's ability to comply with its obligations under the agreement, the other party may terminate the agreement in writing without delay.

17. Guarantees

- 17.1. The delivery of the goods and/or the provision of the services must comply fully with the provisions of the corresponding contract, the applicable specifications and the contracting party's requirements.
- 17.2. The supplier shall guarantee that the goods and/or services supplied comply with good industry practice and all relevant laws.
- 17.3. If a contract stipulates a warranty period for the supply of goods and/or services, then the contract will be referring to a time period in which the contracting party is entitled to proceed as set out in section 0 in the event that the goods and/or services supplied are faulty, defective or non-compliant with the specifications and/or contract.
- 17.4. If a contract does not stipulate a warranty period, then a warranty period of one (1) year shall apply, without affecting the supplier's liability for hidden defects after this period has come to an end.

- 17.5. If the contracting party believes that goods and/or services supplied do not comply with the contract, it shall reject them and notify the supplier in writing as soon as possible and may, at its discretion:
- a. Return the defective goods to the supplier (or arrange for this to be done), in which case its obligation to pay for the goods and/or services in question will lapse and all amounts paid by the contracting party for the defective goods must be repaid by the supplier without delay; or
 - b. Send the defective goods back to the supplier (or arrange for this to be done) and require the supplier to provide replacement goods; or
 - c. If the goods cannot be returned for whatever reason, negotiate in good faith with the supplier regarding commercial alternatives that would be acceptable to the contracting party and, if no solution can be found, require the supplier to provide a replacement or repay all amounts paid for the defective goods; or
 - d. Request that the supplier repair or remediate the defective goods and/or services. The supplier shall bear the risks and costs associated with provisions (a) to (d). All goods that are the subject of a complaint shall remain the property of the supplier or shall pass into its ownership as soon as the corresponding complaint is submitted, and the risk associated with the goods shall be borne fully by the supplier from this point onwards.
- 17.6. If the contractual partner believes that the supplier is late rectifying a deficiency and/or is not doing so properly or that the deficiency cannot afford to be delayed, then the contractual partner may, after sending a written reminder setting a reasonable deadline by which the supplier is to comply with its obligations, do all that is necessary or arrange for this to be done and bill the supplier for all the associated costs.
- 17.7. The supplier guarantees that it will be able to supply all parts for the delivered goods within a time period stipulated in the relevant contract. If the parties are unable to agree on such a time period, the supplier shall guarantee that it will stock and supply all parts for the delivered goods for at least two (2) years.

18. Intellectual property

- 18.1. The agreement does not set out to modify the (existing) claims held by the parties or third parties to intellectual property rights unless an agreement explicitly represents a (documentary) transfer of intellectual property rights. Subject to the provisions of this agreement, neither party shall grant any rights whatsoever (via a licence or by other means) to protected materials that are protected by intellectual property rights.
- 18.2. Both parties acknowledge that each party may develop or acquire general knowledge, experience, skills and ideas in conjunction with the provision or receipt of services. Notwithstanding any provisions in this contract to the contrary, the party in question may make use of this general knowledge, experience, skills and ideas unless this causes confidential information to be disclosed or intellectual property rights of the other party or a third party to be exploited without authorisation.
- 18.3. If the supplier has developed, designed or provided goods and/or services (including the associated documentation) within the scope of the contract specifically for the contracting party, then the intellectual property and/or associated rights shall, as far as possible, transfer to the contracting party automatically. The supplier shall issue all documents or certificates required in order to transfer this intellectual property to the contracting party. Insofar as the intellectual property rights do not pass automatically to the contracting party, the supplier shall undertake to transfer all intellectual property rights to materials developed or designed for the contracting party to the contracting party, which shall accept the transfer.
- 18.4. Drawings, illustrations, calculations, physical samples, methods and procedures supplied or acquired by the contracting party shall remain its property, and the supplier may not reproduce, copy or publish them, make them available to a third party or use them for any purpose other than that under the contract. The supplier is obliged to return the abovementioned items to the contractual partner at its own cost if the contractual partner requests this in writing after delivery or transfer.
- 18.5. Goods or methods that the supplier develops together with the contractual partner or at its instigation must not be made available to a third party without the contractual partner's written consent. Expertise that the supplier acquires during this development work may only be made available to the contracting party, and the supplier requires the contracting party's prior written consent before sharing this expertise with third parties or using it for its own benefit and/or that of a third party.

- 18.6. The supplier must not pass on to third parties any data, information, intellectual property or know-how that it has obtained from the contracting party while delivering the goods and/or providing the services.
- 18.7. The supplier shall indemnify the contracting party against all claims arising from the infringement of industrial and/or intellectual property rights of a third party in respect of the goods supplied or work carried out by it and shall compensate the contracting party for the damage that the contracting party suffers and/or could suffer as a result of measures taken against it by the holders of these industrial and/or intellectual property rights.

19. Personal data

- 19.1. If the supplier processes personal data in order to comply with the contract, the supplier shall agree to this and guarantee to:
- a. Only process personal data to the extent required for the services provided to the contracting party and insofar as this is permitted or required by law;
 - b. Treat the personal data confidentially and not sell it to third parties in any form whatsoever (whether anonymised or not);
 - c. Take appropriate technical, physical and organisational measures to protect the personal data against loss and unauthorised or unlawful processing; and
 - d. Notify the contracting party without delay of any actual or suspected security incident involving personal data.
- 19.2. Insofar as the supplier permits a subcontractor to process personal data, it shall ensure that it commits this subcontractor to complying with obligations that guarantee a similar degree of protection as this Clause 19.
- 19.3. The supplier is obliged to return and/or securely delete or destroy all recordings or documents containing personal data (unless it is otherwise required by law to retain this personal data) when the agreement comes to an end and to provide written confirmation and/or proof of having done so. The supplier accepts and confirms that it shall assume sole liability for the unauthorised or unlawful processing or the loss of personal data if it fails to delete or destroy the personal data after the agreement has come to an end.
- 19.4. The supplier shall indemnify the client, its senior employees, its representatives and its personnel from any damage, fines, losses and third-party claims arising from a breach of this Clause 19.

20. Insurance

- 20.1. The supplier hereby indemnifies the contracting party in full from all claims, liability, losses, damage, costs or expenses (including legal costs) arising from or in connection with an action that the supplier or one of its employees, representatives or subcontractors takes or fails to take when delivering the goods and/or providing the services.
- 20.2. The supplier is obliged to take out and maintain adequate insurance cover with a reputable insurer in order to cover the risks associated with delivering the goods and/or providing the services in compliance with the relevant contract, including but not limited to professional liability, employer's liability and product liability insurance. The supplier shall provide the contracting party with proof of such insurance cover at the latter's request.

21. Confidentiality, reputation and ban on disclosure

- 21.1. Both parties are obliged not to disclose any information or other details that they receive directly and/or indirectly from the other party. The parties shall not disclose information and details of this kind to the other party unless this is required in order to implement an agreement and the other party gives its written consent. The parties shall not use this information and details for any purposes other than implementing the corresponding agreement.
- 21.2. Neither party may use the name of the other party in publications, in advertising or in any other way without the prior written consent of the other party.
- 21.3. Neither party shall discredit or disparage the other party and/or its business partners.
- 21.4. The supplier is obliged not to disclose any company information pertaining to the contractual partner as defined in the applicable laws on intermediated securities and not to use it for its own benefit or that of third parties.

22. Miscellaneous provisions

- 22.1. The relationship between the parties is that of independent entrepreneurs, and nothing in this agreement shall be construed to constitute a partnership or joint venture or to authorise either party to act for, commit or otherwise establish or assume any obligation on behalf of the other party, and neither party shall give the impression of being entitled to do so unless expressly stipulated otherwise in this agreement.
- 22.2. Should a provision of the agreement be unlawful, unenforceable or null and void, this provision is to be limited to the minimum extent necessary or removed such that, in all other respects, the agreement remains fully in force and enforceable. The parties shall then agree a new provision that comes close to the content and scope of the original provision without itself becoming unlawful, unenforceable or null and void.
- 22.3. This agreement constitutes everything agreed between the parties in respect of its subject matter and revokes and replaces all other written or verbal accords and agreements between the parties in respect of the subject matter of the agreement.
- 22.4. Unless expressly permitted or specified otherwise in this agreement, it can only be amended by or supplemented with a written amendment signed by the authorised signatories of both parties.

23. Applicable law and jurisdiction

- 23.1. Unless agreed otherwise in the contract and/or in the agreement, these GPCs and any accompanying agreement shall be governed by material Swiss law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these GPCs or to any contract or contracts.
- 23.2. The place of jurisdiction is Aarau or, as appropriate, the location of the domicile of the JURA-Holding AG subsidiary placing the order. However, the ordering party is entitled as an alternative to take legal action against the supplier before the competent court at its domicile or before any other competent court.

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