



STARK METALS TRADINGHOUSE

GENEVA | SWITZERLAND

INTERNATIONAL BUSINESS TERMS

GENERAL TERMS AND CONDITIONS OF SALE

PHYSICAL NON FERROUS METALS TRADING

COPPER | CABLE | BRASS | ALUMINIUM
STAINLESS STEEL | BRONZE | LEAD | ZINC

RARE EARTH MATERIALS EXCLUDED



GENERAL TERMS AND CONDITIONS OF SALE

International business terms for physical metals trading. Rare Earth Materials are excluded.

Important incorporation rule: these Terms must be supplied to the counterparty before or at contract formation and the applicable version must be identified in the Order or Order Confirmation.

1 Definitions

- 1.1 **Applicable Trade Laws** means all sanctions, export controls, import controls, embargoes, anti circumvention rules, customs restrictions and licensing requirements that are legally applicable to a Party or a transaction because of the Parties, the Goods, their origin, destination, route, carrier, vessel, bank, currency, financing, ownership, control, end user or end use.
- 1.2 **Business Day** means a day on which banks are generally open for business in Geneva, Switzerland, excluding Saturdays, Sundays and public holidays in Geneva.
- 1.3 **Contract** means the Order Confirmation, these Terms and every document expressly incorporated under the order of precedence stated in these Terms.
- 1.4 **Customer** means the person identified as buyer in the Order Confirmation.
- 1.5 **Goods** means the metals, alloys, semi finished products, permitted scrap, packaging, documents and related services expressly identified in the Order Confirmation.
- 1.6 **Incoterms** means the Incoterms rules published by the International Chamber of Commerce in the 2020 edition.
- 1.7 **Order Confirmation** means the written confirmation issued by STARK that accepts an order from a Customer and identifies the transaction terms.
- 1.8 **Rare Earth Materials** means scandium, yttrium and the lanthanides, namely lanthanum, cerium, praseodymium, neodymium, promethium, samarium, europium, gadolinium, terbium, dysprosium, holmium, erbium, thulium, ytterbium and lutetium, together with their compounds and materials in which any such element is intentionally added, excluding unavoidable trace amounts within the agreed Specification.
- 1.9 **Specification** means the contractual description of the Goods, including grade, standard, chemical composition, residual elements, dimensions, surface condition, quantity tolerance, moisture, contaminants, packaging, labelling, origin, test method and documentation stated in the Order Confirmation or an incorporated schedule.
- 1.10 **STARK** means [INSERT FULL LEGAL NAME AND LEGAL FORM], trading as STARK METALS TRADINGHOUSE, registered at [INSERT REGISTERED ADDRESS IN GENEVA], entered in [INSERT COMMERCIAL REGISTER DETAILS], Swiss UID [INSERT SWISS UID].

2 Application, Offers and Contract Formation

- 2.1 These Terms apply exclusively to every sale of Goods by STARK. They apply only to business customers acting for a commercial purpose and do not apply to consumers.

- 2.2 A quotation by STARK is an invitation to order unless it expressly states that it is a firm offer and gives an acceptance deadline. Market indications, availability statements, samples and forecasts are not offers.
- 2.3 An order from the Customer is accepted only when STARK issues an Order Confirmation or deliberately delivers the Goods. Delivery accepts only the product, quantity and price stated by STARK and does not accept terms of the Customer.
- 2.4 Any terms of the Customer in an order, portal, acknowledgement, specification, delivery instruction or other document are rejected unless STARK expressly accepts them in a document signed by an authorised representative.
- 2.5 The Contract has the following order of precedence: a document signed by both Parties that expressly amends the Contract; the Order Confirmation; the Product, Price, Assay or Compliance Schedule identified in it; these Terms; and any other incorporated document. Administrative fields in a document supplied by the Customer do not amend the Contract.
- 2.6 A Contract and any amendment may be concluded by electronic signature or by an authenticated electronic exchange that identifies the authorised sender. Oral statements are not binding unless confirmed in writing by both Parties.
- 2.7 STARK may correct an obvious clerical, calculation or transcription error before delivery. If the correction materially changes the commercial bargain, the Customer may reject it promptly before STARK commits to procurement or hedging.

3 Scope of Goods and Excluded Materials

- 3.1 STARK does not sell Rare Earth Materials. No order for Rare Earth Materials is accepted. This exclusion is absolute and no employee, agent or representative of STARK may waive it.
- 3.2 Precious metals, controlled goods, dual use goods, dangerous goods and material legally classified as waste are supplied only where the Order Confirmation expressly identifies that status and the required permits and procedures are confirmed.
- 3.3 No material is treated as waste merely because it is secondary, recycled or scrap. The legal classification stated in the Order Confirmation controls subject to mandatory law.
- 3.4 Descriptions such as recycled, secondary, scrap, remelted, off grade or prime are contractual only where expressly stated in the Specification.

4 Product Information and Specifications

- 4.1 The Goods shall materially conform to the Specification at the agreed time of delivery, subject to the stated tolerances, sampling methods and measurement uncertainty.
- 4.2 Only specifications expressly stated in the Order Confirmation or incorporated schedule are binding. Catalogues, general data sheets, websites, drawings, samples, forecasts and technical discussions are informational unless expressly incorporated.
- 4.3 A sample establishes appearance or indicative quality only to the extent stated in the Order Confirmation. Natural, mill, recycled feedstock and production variations within the Specification are not defects.

4.4 The Customer is responsible for selecting the grade and confirming suitability for its process, product, market, destination and regulatory use. STARK is responsible for a particular purpose only where that purpose and reliance are expressly recorded in the Order Confirmation.

4.5 STARK may source from its own inventory or from an approved producer, mill, refinery, processor, warehouse or supplier. A named source is binding only if the Order Confirmation states that substitution is prohibited.

4.6 STARK may make a commercially equivalent change that does not reduce contractual conformity or compliance. A material change requires approval by the Customer.

5 Price, Market Quotations, Currency and Taxes

5.1 The price, currency, unit, quantity basis and any premium, discount, treatment charge, refining charge, freight, insurance or other adjustment are stated in the Order Confirmation.

5.2 Where the price refers to a market quotation, the Order Confirmation shall identify the Price Source, grade, location, quotation period, pricing date, unit, currency, foreign exchange source, premium or discount, provisional invoice process and final settlement date.

5.3 If an agreed Price Source is discontinued, materially changed or unavailable for three consecutive publication days, the Parties shall use its official successor or a commercially equivalent source. If they do not agree within five Business Days, an independent commodity expert agreed by the Parties shall determine the closest equivalent on a final basis, except for manifest error.

5.4 Unless expressly included, the price excludes value added tax, import tax, duties, tariffs, storage, demurrage, inspection at destination, special packaging and costs allocated to the Customer by the agreed Incoterms rule.

5.5 A new or increased tariff, tax, levy, carbon cost, trade remedy or government charge imposed after the Order Confirmation and attributable to the Customer, destination or import shall be added to the price where mandatory law or the agreed Incoterms rule allocates it to the Customer.

5.6 STARK may issue a provisional invoice where weight, assay, market quotation or foreign exchange is not final. The Parties shall settle the difference promptly after the final contractual determination.

5.7 A manifest calculation error may be corrected. A market movement after contract formation is not a calculation error and does not permit cancellation.

6 Payment, Credit and Security

6.1 Payment terms are stated in the Order Confirmation. If none are stated, the full price is due in cleared funds before STARK releases or dispatches the Goods.

6.2 Payment shall be made in the invoiced currency, without deduction, setoff, counterclaim or withholding except for a deduction required by mandatory law or an amount admitted by STARK or finally awarded by a competent tribunal.

- 6.3 The Customer shall gross up a mandatory withholding to ensure that STARK receives the amount it would have received without withholding, except for tax imposed on the net income of STARK. The Customer shall provide the official withholding evidence.
- 6.4 An overdue amount bears interest at five percent per year or, where mandatory law requires a higher minimum rate, that higher rate, from the due date until receipt, plus reasonable documented collection costs.
- 6.5 STARK may require advance payment, a confirmed irrevocable letter of credit, bank guarantee, parent guarantee, deposit, credit insurance approval or other security at any time before delivery where stated in the Contract or where the credit of the Customer materially deteriorates.
- 6.6 STARK may suspend procurement, hedging, delivery, documents or title while an amount is overdue or required security is absent. The Customer shall reimburse reasonable storage, demurrage, financing and hedge closeout costs caused by the suspension.
- 6.7 Payments shall come from an account held in the name of the Customer unless STARK approves another payer after compliance review. Cash and unexplained third party payments are not accepted.
- 6.8 A change to the bank details of STARK is valid only if communicated through an authorised channel and independently verified through a previously validated contact at STARK. The Customer bears the risk of paying unverified fraudulent instructions where the systems of STARK were not the source of the fraud.

7 Delivery, Incoterms and Transport

- 7.1 Every Order Confirmation shall state one Incoterms rule, one exact named place or point and the words Incoterms 2020. If any element is missing, the Parties shall clarify it before release of the Goods.
- 7.2 Delivery, allocation of transport costs, export and import formalities and transfer of risk are governed by the agreed Incoterms rule, as supplemented by the Contract.
- 7.3 A delivery date is an estimate unless the Order Confirmation expressly states that it is firm. STARK shall use commercially reasonable efforts to meet an estimated date.
- 7.4 STARK may deliver within an agreed quantity tolerance and may make reasonable partial deliveries unless the Order Confirmation prohibits them. Each partial delivery may be invoiced separately.
- 7.5 Where the Customer fails to take delivery, provide instructions, arrange transport, obtain a permit or make payment, STARK may store the Goods at the risk and cost of the Customer, deliver them to a reasonable warehouse, resell them or terminate the affected quantity after reasonable notice.
- 7.6 Where STARK arranges transport outside its obligation under the agreed Incoterms rule as a convenience, it acts as agent of the Customer for that arrangement and this does not change delivery or transfer of risk unless the Order Confirmation expressly states otherwise.

7.7 The Party bearing transit risk shall arrange adequate cargo insurance. Only CIF and CIP impose the insurance obligation stated in those rules unless the Contract expressly requires additional cover.

7.8 Delay in one delivery does not permit cancellation of another delivery unless the delay materially defeats the commercial purpose of the entire Contract and mandatory law permits cancellation.

8 Packaging, Documents and Import Responsibilities

8.1 STARK shall package and mark the Goods in accordance with the Contract and the agreed transport. Special, reusable, export or customer branded packaging is charged separately unless included in the Order Confirmation.

8.2 STARK shall provide the commercial and quality documents expressly stated in the Order Confirmation. It is not responsible for a destination document or certification that the Customer did not disclose before contract formation.

8.3 The Customer is responsible for import clearance, destination registration, local product conformity, licences, duties and use restrictions except to the extent the agreed Incoterms rule or Order Confirmation expressly allocates an obligation to STARK.

8.4 The Customer shall provide accurate consignee, importer, end user, end use, route and destination information in time for the compliance and shipping procedures of STARK.

8.5 The Customer shall not alter, misuse or make a misleading statement concerning a certificate, origin document, assay, mill test certificate, emissions record or safety document supplied by STARK.

9 Quantity, Weight, Sampling and Assay

9.1 The contractual quantity unit and tolerance are stated in the Order Confirmation. A delivery within the agreed tolerance is complete and the invoice shall be adjusted to the actual contractual quantity.

9.2 Unless destination weighing is expressly agreed, the net weight determined at dispatch using calibrated equipment is final, subject to a timely claim supported by reliable independent evidence and the agreed tolerance.

9.3 Gross weight, tare, moisture and net weight shall be determined under the method stated in the Contract. Nominal unit weight or package count is not a guarantee of net weight unless expressly stated.

9.4 Sampling and assay shall follow the incorporated standard. Representative sealed samples shall be retained for STARK, the Customer and an independent umpire laboratory where the value or Specification justifies umpire testing.

9.5 The Order Confirmation shall identify the primary laboratory, analytical method, reporting basis, rounding rule, detection limits and umpire procedure. If primary results differ beyond the agreed reproducibility limit, the umpire result is final except for manifest error.

9.6 The Party whose result is furthest from the umpire result shall bear the reasonable umpire cost unless the Contract states another allocation.

9.7 The Customer shall preserve the Goods and samples without contamination and shall provide STARK with a reasonable opportunity to observe resampling where a claim is made.

10 Inspection, Claims and Acceptance

10.1 The Customer shall inspect packaging, package count, identity, visible condition and apparent quantity promptly on delivery and before processing, mixing, resale or use.

10.2 A claim for visible damage, shortage, wrong identity or packaging shall reach STARK within three Business Days after delivery and shall be noted on the transport record where reasonably possible.

10.3 A chemical composition or assay claim shall reach STARK within ten Business Days after the agreed laboratory result becomes available. If the Contract states that no laboratory result is required, the claim shall reach STARK within ten Business Days after delivery.

10.4 A latent defect shall be notified within five Business Days after discovery and no later than twelve months after delivery, except for fraud, title or a longer mandatory period that cannot be shortened.

10.5 Every claim shall identify the Order Confirmation, lot, quantity, alleged defect, discovery date, storage and processing history and supporting photographs, weights, samples or laboratory results.

10.6 The Customer shall stop affected processing where reasonably possible, segregate the Goods, mitigate loss and preserve representative sealed samples. Processing or mixing waives an apparent defect that reasonable inspection would have found, but does not waive fraud or a latent defect proved by preserved evidence.

10.7 STARK may inspect and test the Goods. If the claim is disputed, the Parties shall use the agreed umpire process. The Customer shall not return Goods without written return instructions from STARK except where mandatory safety law requires immediate action.

10.8 Failure to give timely and sufficiently detailed notice constitutes acceptance to the maximum extent permitted by applicable law.

11 Limited Warranty and Remedies

11.1 STARK warrants that at delivery it has the right to sell the Goods and that the Goods materially conform to the contractual Specification, subject to agreed tolerances and measurement uncertainty.

11.2 Except where expressly stated, STARK does not warrant a particular use, processing result, downstream product, marketability at destination or compatibility with other material. The Customer is responsible for its technical selection and use.

11.3 For a valid claim, STARK may at its option replace the affected Goods, correct the nonconformity, grant a proportionate price reduction or refund the price paid for the affected Goods against their return or lawful disposal.

11.4 The remedies in this section are exclusive for quality nonconformity to the maximum extent permitted by law. STARK is not required to replace an entire lot where segregation or a proportionate adjustment reasonably cures the defect.

11.5 A warranty does not cover deterioration after risk has passed, improper transport or storage, contamination, corrosion, normal oxidation, misuse, unauthorised treatment, mixing, processing outside disclosed parameters or failure to follow safety information.

11.6 Any mandatory warranty or liability that cannot lawfully be excluded remains unaffected.

12 Retention of Title and Customer Duties

12.1 Risk passes under the agreed Incoterms rule, but title remains with STARK until STARK receives full cleared payment of all amounts due for the affected Goods, to the maximum extent permitted by the law where the Goods are located.

12.2 The Customer shall cooperate with any registration, notice or other formality reasonably required to preserve retention of title and shall inform STARK before moving unpaid Goods to another country.

12.3 Until title passes, the Customer shall keep unpaid Goods identifiable and adequately insured where commercially practicable and shall not pledge them or grant a security interest over them.

12.4 Where unpaid Goods are processed, mixed or resold, STARK retains the rights in the resulting product or receivable that applicable law validly permits. This clause does not create a right prohibited by local law and does not reduce the payment debt.

12.5 After payment default, STARK may require access to identify and recover unpaid Goods where lawful. Recovery does not by itself cancel the Contract or prevent recovery of a remaining debt and costs.

13 Compliance, Sanctions and End Use

13.1 Each Party shall comply with laws applicable to its own performance, including sanctions, export controls, customs, taxation, anti corruption, anti money laundering, competition, labour, human rights, environment, product safety, chemicals, dangerous goods and waste.

13.2 The Customer represents that neither it nor, to its knowledge after reasonable inquiry, its beneficial owners, controlling persons, consignee, end user or payment provider is a prohibited or restricted person under Applicable Trade Laws relevant to the transaction.

13.3 The Customer shall not sell, export, reexport, transfer, finance, route or use the Goods in violation of Applicable Trade Laws or for a prohibited nuclear, chemical, biological, military or weapons end use.

13.4 The Customer shall provide accurate and complete know your counterparty, beneficial ownership, source of funds, importer, consignee, end user, end use, route and destination information requested by STARK.

13.5 STARK may screen the transaction and may suspend, refuse or terminate it without liability where performance may breach Applicable Trade Laws, expose a bank or carrier to a legal prohibition, require an unavailable licence or create a credible circumvention risk.

13.6 A law of another jurisdiction is included only where it is legally applicable to the transaction or a person performing it. Nothing requires a Party to violate a blocking, anti boycott or other mandatory law applicable to that Party.

13.7 The Customer shall immediately notify STARK of any change to ownership, control, destination, end user, end use, route, bank or compliance status that may affect the transaction.

13.8 The Customer shall indemnify STARK against direct losses, penalties and reasonable professional costs caused by a breach of this section by the Customer, subject to mandatory law.

14 Origin, Responsible Sourcing, Carbon and Data

14.1 STARK shall provide origin and traceability information expressly stated in the Contract and reasonably available from its supply chain. No preferential origin is warranted unless expressly certified.

14.2 Where tin, tantalum, tungsten or gold, child labour due diligence or responsible minerals rules apply to the Customer or its downstream product, the Customer shall disclose the required data fields before contract formation. STARK shall provide agreed information reasonably available from its supplier.

14.3 Where carbon border adjustment or embedded emissions rules apply, the Order Confirmation shall state which Party is responsible for reporting, verification, registration and certificate cost. Unless otherwise stated, the importer is responsible and the responsibility of STARK is limited to supplying agreed source data reasonably available to it.

14.4 The Customer shall review emissions, recycled content and responsible sourcing data before relying on it in a regulatory filing or public claim and shall not alter or extrapolate the data misleadingly.

14.5 If a supplier corrects source data after delivery, STARK may pass the correction to the Customer without admitting breach. STARK remains responsible for a statement it knew was false or supplied without reasonable care.

15 Scrap, Waste, Radiation and Hazardous Material

15.1 This section applies in addition to the other Terms where the Goods are scrap, recycled feedstock, residues or potentially contaminated material.

15.2 The legal status of the Goods shall be stated in the Order Confirmation. The Customer is responsible for permits and procedures allocated to it by law, destination requirements and the agreed Incoterms rule.

15.3 STARK may provide radiation or contamination records stated in the Contract. The Customer shall conduct any destination test required by law before mixing, melting or processing.

15.4 A suspected radioactive or hazardous lot shall be isolated and tested by an independent competent laboratory under a safe agreed procedure. Neither Party shall move, return or dispose of it contrary to authority instructions.

15.5 If nonconformity existing before transfer of risk is confirmed, STARK shall bear the reasonable containment and lawful return or disposal costs, subject to the liability section. If contamination occurred after transfer of risk, the Customer bears those costs.

15.6 The Customer shall not blend, dilute or conceal contamination and shall preserve evidence needed to determine when and where contamination occurred.

16 Force Majeure, Allocation and Market Risk

- 16.1 A Force Majeure Event means an event beyond the reasonable control of the affected Party that could not reasonably have been prevented or overcome, including natural disaster, war, binding government prohibition, widespread transport closure or major infrastructure failure.
- 16.2 A change in market price, margin, demand, exchange rate, financing cost or profitability is not Force Majeure. Lack of funds is not Force Majeure. A supply shortage qualifies only where directly caused by a qualifying event and no reasonable alternative source or route is available.
- 16.3 The affected Party shall notify the other promptly and no later than three Business Days after awareness, provide evidence, mitigate the effects and give regular updates. Only the affected obligation is suspended and payment for delivered Goods remains due.
- 16.4 STARK may allocate limited available supply among customers in a commercially reasonable manner during a qualifying shortage and may use alternative compliant sources.
- 16.5 If a Force Majeure Event continues for more than thirty days, either Party may terminate the undelivered affected quantity without liability, except for accrued payment, storage and compliance obligations.
- 16.6 Commodity price exposure and hedging consequences are governed by the agreed price formula. Hardship, adverse price movement or loss of an expected resale does not permit adjustment or cancellation unless the Order Confirmation expressly provides a mechanism.

17 Cancellation, Suspension and Termination

- 17.1 A confirmed order is not cancellable by the Customer without written consent from STARK. Consent may require payment of the price difference, committed costs owed to a supplier, transport, storage, financing, inspection and documented hedge closeout cost caused by cancellation.
- 17.2 STARK may suspend or terminate an affected Contract immediately where the Customer fails to pay or provide security, commits a material breach, becomes insolvent, provides false compliance information or creates a sanctions, fraud, safety or credit risk.
- 17.3 Where a remediable material breach does not require immediate action, STARK may give a cure period of up to ten Business Days. A cure period is not required for nonpayment at delivery, insolvency, illegality, fraud or a serious compliance risk.
- 17.4 On termination, all accrued amounts become immediately due. STARK may resell identified Goods and recover the reasonable difference between the Contract price and resale proceeds together with direct costs, subject to its duty to mitigate.
- 17.5 Termination does not affect accrued rights or provisions intended to survive, including payment, title, confidentiality, records, compliance, indemnity, liability and dispute provisions.

18 Liability and Indemnities

- 18.1 The aggregate liability of STARK arising from an affected Order Confirmation shall not exceed the net price of the affected Goods, except where a higher minimum is required by mandatory law.
- 18.2 STARK is not liable for loss of profit, production, business, opportunity, contract, goodwill or anticipated saving, or for indirect, special, punitive or consequential loss, except to the extent mandatory law prohibits the exclusion.
- 18.3 The limitations do not apply to fraud, wilful misconduct or gross negligence by STARK, death or personal injury caused by STARK, breach of title, or liability that cannot lawfully be limited.
- 18.4 STARK is not liable for a loss caused by the specification, misuse, unsuitable selection, processing, mixing or storage of the Customer, transport after risk passes, failure to mitigate or violation of law.
- 18.5 The Customer shall indemnify STARK against third party claims and direct losses arising from processing by the Customer, downstream product design, misleading relabelling, unlawful resale, destination noncompliance, breach of Applicable Trade Laws, contamination after risk passes or unauthorised use of documents or marks of STARK.
- 18.6 A Party seeking compensation shall notify the other promptly, preserve evidence and take reasonable steps to mitigate loss. No provision creates double recovery.
- 18.7 Nothing excludes or limits liability where exclusion or limitation is prohibited by applicable law.

19 Confidentiality, Data Protection and Intellectual Property

- 19.1 Each Party shall protect confidential commercial, technical, pricing, customer and compliance information received from the other and shall use it only to perform or enforce the Contract.
- 19.2 Confidentiality does not apply to information lawfully known without restriction, independently developed, lawfully received from another source, made public without breach or required to be disclosed by law. The disclosing Party shall receive prior notice where lawful.
- 19.3 The confidentiality duty continues for five years after the relevant disclosure. Trade secrets remain protected while they qualify as trade secrets.
- 19.4 Each Party is independently responsible for its processing of business contact data under the Swiss Federal Act on Data Protection and any other applicable data law. Each Party shall provide required notices, use suitable safeguards and limit data to legitimate business purposes.
- 19.5 No sale transfers intellectual property in a trademark, drawing, specification, certificate format, database or document except the limited right necessary to receive, use and resell the Goods lawfully.
- 19.6 The Customer shall not use the name or logo of STARK, or refer to the transaction or relationship, in publicity, product branding or an endorsement claim without prior written consent from STARK.

20 Assignment, Relationship and Third Parties

- 20.1 The Customer may not assign the Contract or a right to the Goods without prior written consent from STARK. STARK may assign a receivable to an affiliate, bank, factor, insurer or financing provider and may assign the Contract to an affiliate or business successor on notice.
- 20.2 The Parties are independent contractors. Nothing creates a partnership, agency, employment, fiduciary relationship, distributorship, exclusivity or authority to bind the other Party.
- 20.3 No reseller, broker, carrier, warehouse, inspector or other person may make a warranty or amendment on behalf of STARK unless STARK gives written authority.
- 20.4 No person other than a Party has a right to enforce the Contract, except an indemnified person may rely on the indemnity expressly granted to it.

21 Notices and Records

- 21.1 A legal notice shall be in English and sent by courier or email to the addresses stated in the Order Confirmation and to STARK at [INSERT EMAIL FOR LEGAL NOTICES]. The STARK website is [INSERT WEBSITE], but publication there does not constitute legal notice. A change of notice address is effective only after receipt of written notice.
- 21.2 An email notice is received when the sender receives no delivery failure and also sends any termination, indemnity claim or legal proceedings notice by courier within one Business Day. Routine operational communications may use the agreed transaction contacts.
- 21.3 Electronic records, authenticated emails, signed copies and reliable system records are admissible evidence to the extent permitted by law.
- 21.4 Each Party shall retain records required by applicable tax, customs, sanctions, transport and product law for the mandatory period. The Customer shall preserve transaction and end use records for at least ten years where law permits.

22 Governing Law and Disputes

- 22.1 The Contract is governed by the substantive laws of Switzerland, excluding its conflict rules and the United Nations Convention on Contracts for the International Sale of Goods.
- 22.2 The courts of Geneva, Switzerland, have exclusive jurisdiction. STARK may seek urgent interim or protective measures in any competent jurisdiction and commence debt collection where mandatory law requires.
- 22.3 An Order Confirmation may replace court jurisdiction with arbitration only through an express dispute clause signed by authorised representatives of both Parties.
- 22.4 Before ordinary proceedings, senior commercial representatives shall try in good faith for ten Business Days to resolve the dispute, unless urgent relief, limitation, debt collection or evidence preservation requires earlier action.

23 General Provisions

- 23.1 The Contract is the entire agreement concerning its subject and replaces prior discussions, representations and arrangements, without excluding liability for fraud.

23.2 A waiver is effective only in writing and only for the specific matter stated. Delay or partial exercise of a right is not a waiver.

23.3 If a provision is invalid or unenforceable, it shall be adjusted only as necessary and the remainder continues. The Parties shall replace it with a lawful provision closest to its commercial purpose.

23.4 Headings do not affect interpretation. Including means including without limitation. A written approval means approval recorded durably in writing by an authorised person.

23.5 The English version controls. These Terms apply from [INSERT EFFECTIVE DATE]. Amendments apply prospectively unless agreed in writing for an existing Contract.