

# International Purchasing Conditions

## I. Application of these International Purchasing Conditions

1. These International Purchasing Conditions apply to all suppliers to Hera GmbH & Co. KG - hereinafter referred to as Hera - whose place of business is **not in Germany**. For suppliers, whose place of business is in Germany, Hera's General Purchasing Conditions (Allgemeine Einkaufsbedingungen) apply, which will be forwarded on request.
2. These International Purchasing Conditions apply to all contracts which are concluded as of April 15<sup>th</sup>, 2024 and whose preponderant object is the **delivery of goods** to Hera. Additional obligations assumed by the supplier do not affect the application of these International Purchasing Conditions.
3. Conflicting or differing **terms of business of the supplier** do not bind Hera, even if Hera does not object specifically or unconditionally renders performance or accepts the supplier's performance. Equally, Hera is neither bound, insofar as the terms of business of the supplier, irrespective of the contents of these International Purchasing Conditions, deviate from statutory provisions.

## II. Formation of the Contract

1. The supplier is under an obligation to give **written notice to Hera prior to the formation** of the contract if the goods to be delivered are not fit without restrictions for the purpose made known to the supplier or for the purpose provided in the contract, if particular safety provisions are to be observed when dealing with the goods to be delivered, or if a risk to health, safety or the environment or a risk of atypical damages or unusual amounts of loss might be associated with the goods to be delivered of which the supplier is or ought to have been aware. Furthermore, the supplier is under an obligation to give written notice to Hera prior to the formation of the contract if statements regarding the goods to be delivered made by the supplier or by third parties in adverts, prospectuses or other public announcements whether in or outside Germany of which the supplier is or ought to have been aware, cannot in each and every respect be complied with.
2. **Offers of the supplier** have to be set out in writing. If the supplier's offer deviates from the inquiry or order submitted by Hera, the supplier will emphasize the **deviations** as such. Illustrations and drawings accompanying the inquiry or order as well as details of amounts, size and weight are binding.
3. All orders, in particular also those placed by employees of Hera, will become binding **exclusively through Hera's written acknowledgement** of the order. The actual taking delivery of the goods, the payment for such goods or any other conduct of Hera or silence does not allow the supplier to assume the formation of the contract. Hera can dispatch such written acknowledgement of the order up to and including fourteen **(14) calendar days after** the supplier's offer has been received by Hera. Until this time, the supplier's offer is irrevocable.
4. Hera's written **acknowledgement of the order becomes effective** as soon as it is received by the supplier. In any case, the supplier shall inform Hera without delay, if the written acknowledgement of the order is not received by him within fourteen (14) calendar days of its date of issue. If, however, Hera requires the supplier to sign Hera's acknowledgement of the order, the contract becomes effective only if a copy of the written acknowledgement of the order validly signed by the supplier is received

by Hera within a period of fourteen (14) calendar days from the date of issue of the written acknowledgement of the order.

5. Any restriction of Hera's legal rights or of the rights granted by these International Purchasing Conditions, namely any limitation to or any exclusion of statutory remedies, guarantees, warranties or assurances by the supplier in relation to the goods or the execution of the contract, require in each individual case the **express and written agreement** of the parties.
6. Order confirmations or standard terms and conditions sent by the supplier after Hera's written acknowledgement of the order remain **without effect** without any objection by Hera being necessary. In particular, neither the actual taking delivery of the goods, their payment or other conduct of Hera or silence shall justify the supplier's reliance on the relevance of its order confirmation or standard terms and conditions.
7. Hera's **employees** or agents are not authorized to dispense with the requirement of Hera's written acknowledgement of the order or to make promises which differ from its content. If and to what extent such persons are authorized to make or receive declarations with effect for or against Hera, is to be determined exclusively according to German law.
8. Against reimbursement of the supplier's proven and reasonable expenses caused thereby, Hera after formation of the contract is entitled to **change** the order for the goods to be delivered or to **cancel** part of the contract already made. In the case of a partial cancellation the supplier is also to be reimbursed for that part of its profit proven and lost by the cancellation.
9. **Amendments** to the concluded contract always require written confirmation by Hera.

### **III. Obligations of the Supplier**

1. The supplier shall fulfil all obligations incumbent on him on the basis of Hera's written acknowledgement of the order and these International Purchasing Conditions and, in addition, the obligations incumbent on him on the basis of statutory provisions and the rules of the ICC relating to the **DPU Incoterms® 2020** clause, in particular to **deliver the goods** listed in Hera's written acknowledgement of the order in the agreed type and quantity for free disposal by Hera, and procure appropriate instructions for their processing and use. The supplier must fulfil any guarantees and other promises made by him, without these having to be confirmed in writing.
2. Subject to further commitments by the supplier or further specifications in Hera's written acknowledgement of the order, the supplier is obliged to hand over goods to Hera in the **quality** and **packaging** and with the markings and **labels** that comply with the regulations, standards and product law requirements that apply to making the goods available on the market in Germany, namely also with regard to product safety, accident prevention, health protection and safety at work, non-use of prohibited substances, compliance with limit values, etc.. The supplier guarantees without limitation that the goods comply with the latest developments of science and engineering and do not have any deviations which could result in impairments of the customary use or economic value in Germany or of the intended purpose made known to the supplier. The agreement of other clauses of the Incoterms or other delivery clauses is a deviating regulation of the transport and the transport costs and does not change the regulations made in this paragraph.
3. The supplier guarantees that at the time of delivery the goods are free from **rights or claims of third parties**, in particular those arising from ownership or from industrial or other intellectual property, which may affect the unrestricted usability of the goods by Hera in the European Union.

4. Without explicit written consent by Hera in each case the supplier is not allowed to entrust **sub-suppliers** the performance of its obligations owed to Hera if such sub-contracting can result in legal consequences regarding the contractual relationship with Hera.
5. Irrespective of other information duties, the supplier must give Hera reasonable **advance notice** in writing of the delivery, **examine** the goods as close in time as possible prior to handing them over to Hera to the same extent as Hera is obliged to examine incoming goods and record the result of the examination in writing.
6. The **transport** and the custody of the goods until they are taken over by Hera is the sole responsibility of the supplier. In particular the supplier is responsible to Hera for ensuring that the goods are packed appropriately for transport, loaded safely, and transported on means of transport suitable for their carriage. The agreement of other clauses of the Incoterms or other delivery clauses is a deviating regulation of the transport and the transport costs and does not change the regulations made in this paragraph.
7. Notwithstanding the provision in IV.-3. and notwithstanding the customs declaration by Hera, the supplier is responsible for the Entry Summary Declaration and the Customs Arrival Declaration and Presentation of the goods, warrants compliance with customs, **import and security regulations** applying to the goods in Germany at the time of delivery and guarantees Hera that the goods meet all requirements for importation into Germany. The supplier confirms above all that the goods are not subject to any foreign trade restrictions and will obtain the data and documents required for the customs declaration and hand them over to Hera in 32130 Enger/Germany with reasonable lead time. The agreement of other clauses of the Incoterms or other delivery clauses is a deviating regulation of the transport and the transport costs and does not change the regulations made in this paragraph.
8. The supplier shall hand over the goods to Hera unloaded at the **place of delivery** indicated in the written acknowledgement of the order or - if a place of delivery is not indicated - at the premises in 32130 Enger/Germany (delivery according to DPU Incoterms® 2020). The supplier must ensure that at least one full working day is available for unloading an FCL container. In the case of drop shipment deliveries, the supplier is additionally obliged to notify Hera in writing of the delivery made to the consignee. The agreement of other clauses of the Incoterms or other delivery clauses is a deviating regulation of the transport and the transport costs and does not change the regulations made in this paragraph.
9. Every delivery must be accompanied by a **delivery note** in which the order number of Hera's acknowledgement of the order and for each type of goods the applicable customs tariff number are clearly highlighted. **Invoices**, delivery notes and transportation documents must correspond to the details in Hera's acknowledgement of the order, comply with all legal requirements and first copies are to be forwarded to Hera. **Invoices** must clearly state the order number and the date of Hera's acknowledgement of the order as well as the supplier's tax number and VAT identification number. Partial deliveries agreed upon or final instalment deliveries are to be identified as such in the delivery note and in the invoice.
10. The supplier shall fulfil all obligations incumbent upon him in good time. Strict **compliance with agreed dates or periods for delivery** shall be a fundamental obligation of the supplier. Hera is entitled to select the date of delivery within an agreed period. The supplier is not entitled to make **part deliveries** or to invoice them separately, unless this has been agreed specifically between the supplier and Hera. Notwithstanding any other claims of Hera, possible delays in delivery must be communicated to Hera in writing immediately after facts that might lead to a delay become known, stating the new delivery date. The supplier is entitled to perform its obligations outside the agreed dates or periods only insofar as Hera has agreed thereto in writing in each individual case.

11. The supplier is obliged to use exclusively environmentally friendly packaging material and to collect packaging material and delivered goods, insofar as these are to be disposed of and **disposal** is not otherwise ensured, at its own expense from the place of delivery indicated in the written acknowledgement of the order or - if a place of delivery is not indicated - at the premises in 32130 Enger/Germany or to take them back from third parties. Irrespective of any statutory provisions, the supplier shall at its own expense take care of or in any other way ensure renewed utilization, material recycling or otherwise prescribed waste-disposal of the goods delivered and of the packaging material and at the request of Hera provide relevant evidence. Hera is entitled at the supplier's cost to dispose of packaging or goods which are not picked up by the supplier.
12. Agreed **penalties or liquidated damages or both** shall be paid in addition to the agreed services, do not exclude the claim for further damages (whereby the agreed penalties and liquidated damages are to be offset against further damages) and are not affected by an unconditional taking of the delivery.
13. Statutory rights of the supplier to **exercise a lien** or to **suspend performance** and to **raise defences** or **counterclaims** are excluded, except where the corresponding claim of the supplier is due and undisputed or has been finally adjudicated upon or where despite written warning Hera has committed a fundamental breach of its obligations due and arising out of the same contractual relationship and has not offered any adequate assurance.
14. The supplier assures to fulfil all requirements prescribed for the making available of the goods on the market in Germany, namely **notification, communication and registration obligations** and to communicate issued registration numbers as well as other proofs to Hera in writing without being asked.
15. The supplier undertakes to maintain product liability insurance with coverage of at least EUR five (5) million per personal injury/property damage - lump sum - which also covers the costs of a recall; if Hera is entitled to further claims for damages, these shall remain unaffected. The supplier is obliged to provide Hera with proof of its insurance cover upon request.

#### **IV. Obligations of Hera**

1. Hera is obliged to **pay the agreed purchase price**. Payment of the purchase price does not constitute confirmation that the goods fulfil the legal and/or contractual requirements and is made with reservation. Payment shall be made on the due date, subject to subsequent invoice review, by bank transfer to a banking institution with which the supplier maintains business relations. There are no obligations on the part of Hera to secure or to enable payment.
2. The supplier's claim to payment of the purchase price is dependent on the goods and documents being **handed over to Hera beforehand** in full and in accordance with the contract. Without prejudice to the compliance with more far-reaching legal requirements, the payment is **due** within fourteen (14) days with an application of a discount of 3% or within thirty (30) days net. The payment period does not start before Hera has received a due and proper invoice.
3. The **price shall cover** all of the supplier's services including any ancillary costs, in particular customs duties, taxes and charges for export and transit as well as bank charges accruing outside of Germany. Hera shall pay the **import turnover tax** (Einfuhrumsatzsteuer) accruing in Germany as well as other duties to be paid upon import clearance. Any increase in the price agreed at formation of the contract – irrespective of the legal ground – is excluded.

4. Third parties not involved in the conclusion of the contract are not entitled to request payment. The supplier's **entitlement to receive payment** shall also remain if he assigns claims arising from the contract to third parties.
5. Statutory rights of Hera to reduce the price or to exercise a **set-off** against the price or to **suspend** the performance of its obligations and/or to **raise defences** or **counterclaims** are not restricted by the provisions laid down in these International Purchasing Conditions and Hera shall be entitled to these rights even if cash-payment terms are agreed or the claims result from different contracts. Without any previous notice to the supplier being necessary, Hera is entitled to **suspend** the performance owed by Hera, so long as in Hera's view there is a concern that the supplier will not fulfil its obligations resulting from the present or any other contract concluded with Hera and not yet completely fulfilled, in whole or in part, in accordance with the contract. Hera is also entitled to exercise a set-off against the price or to suspend the performance of its obligations or to raise defences or counterclaims when the claim against the supplier is contested by the supplier, has been acquired by Hera by assignment or Hera is entitled to request payment for any other reason or when the claim exists but has not yet fallen due or is in another currency or is subject to the exclusive jurisdiction of a court or an arbitral tribunal different to that provided for the claim of the supplier.
6. Hera is **not obliged to perform** any obligations which are not laid down in Hera's written acknowledgement of the order or in these International Purchasing Conditions.
7. The **taking delivery** of the goods by Hera is subject to the proviso that the goods are in every respect in conformity with the terms of the contract, these International Purchasing Conditions and the applicable statutory provisions and free from rights or claims of third parties.

#### **V. Non-conforming Goods**

1. Further to statutory non-conformities, goods **do not conform with the contract** if they do not conform with the requirements set out in sections III.-1., III.-2., III.-3. and III.-7. or with assertions in adverts or with declarations made by the supplier to Hera or with other legal provisions applicable within the European Union, if claims in favour of a third party based on product liability law or similar provisions occur due to the goods or if rights or claims of third parties, in particular those based on title, industrial property or any other intellectual property are claimed. Notwithstanding sentence 1, the goods are not non-conforming if a different term is set out in Hera's written acknowledgement of the order or the supplier proves that Hera was well aware of the non-conformity when the contract was concluded and agreed accept the goods despite the non-conformities.
2. Likewise, the confirmation to Hera by the supplier as to the quality or suitability requested of the goods constitutes an unconditional and unrestricted **guarantee of the supplier** unless the supplier has advised Hera in writing that he cannot give such a guarantee. The same applies to all references made by the supplier to generally accepted standards or quality marks or to similar declarations by the supplier indicating that the goods have certain qualities and/or are suitable for a particular purpose. In the case of subsequent transactions concerning the same type of goods the confirmations, references or other declarations of the supplier shall continue to apply without requiring any special mention.
3. With the exception of very obvious non-conformities, the **duty to examine** the goods arises when the goods are processed or used by Hera, however at the latest half a year after their handing-over to Hera. The duty to examine exists only in respect of typical deviations of a factual kind in type, quantity, quality and packaging of the

goods delivered and is sufficiently fulfilled by applying Hera's usual methods of examination and limiting it to spot checks. In the case of delivery in instalments or of part deliveries, the examination of only individual deliveries shall suffice. The consulting of experts, damage assessors, inspection offices or other external third parties is not required. Hera has no obligation to examine the goods in respect of compliance with legal rules or whether they are free from rights or claims of third parties. If the supplier delivers late, the duty to examine is waived insofar as an adequate time for examination is no longer available in consequence of the late delivery. If the supplier remedies a non-conformity, the duty to examine is suspended until Hera has received a written notice of the supplier stating that the remedial measure has been completed.

4. Notice of non-conformity has to be made within fourteen (14) calendar days. For very obvious non-conformities the period for such notification starts with the delivery of the goods (or, if deviating from section III.-8. an E-, F- or C- clause of the Incoterms® 2020 is agreed, as soon as the goods reach the place of destination), in all other cases when Hera finally knew or ought to have known of the non-conformity of the goods. There is no obligation of Hera to give notice if the supplier knew or could not have been unaware of the lack of conformity. Apart from that, the notice shall be given to the supplier or to its agents. The notice shall describe the non-conformity in general terms; greater details as to the type of non-conformity or the extent of the goods affected are not required. If necessary, the supplier is obliged to request further details in writing from Hera on the type of non-conformity or the extent of the goods affected. Rights or claims of third parties regarding the goods can be given notice of at any time without complying with any time limit.
5. Without prejudice to its continuing contractual or statutory rights, Hera is according to these International Purchasing Conditions entitled to rely on the remedies provided in section V.-6. if the goods do not conform with the contract under the terms of these International Purchasing Conditions **at the time** the notice periods stipulated in section V.-4. commence, unless the supplier sets forth that the non-conformity with the contract was caused after the taking over of the goods and is attributable to Hera's sphere of responsibility.
6. Hera is entitled in the case of delivery of non-conforming goods to rely on the **remedies** provided by law and/or to advance extra-contractual claims. Delivery of substitute goods and avoidance of the contract are not conditional on a fundamental breach of contract or the intact restitution of the non-conforming goods and can be claimed beyond the extent of the non-conforming goods for the whole contract. The period for declaring the contract avoided in the event of late delivery shall be twelve (12) months and shall commence in accordance with the statutory provisions. In the event of a breach of contract other than late delivery, the declaration of avoidance of the contract may be made up to the end of the period specified in section V.-7. If reduced quantities are delivered Hera is entitled to reduce the purchase price without further ado. Excess quantities delivered may be rejected totally or partly by Hera without a notice of non-conformity being necessary. Moreover, the stipulations in VI.-2. on the avoidance of the contract and in section VII.-2. on damages apply to the delivery of non-conforming goods as well. Until the complaint has been settled completely, Hera is in addition entitled to retain from the purchase price up to 3 times the costs of repair.
7. The **limitation period for remedies** begins with the contractual taking over of the goods by Hera and after complete performance of all of the supplier's primary obligations. In no case shall the limitation period expire before the expiration of six (6) months from the giving of notice of the non-conformity if the notice was given before the limitation period elapsed. Art. 39 para. 2 CISG is excluded. The limitation period for remedies of Hera against the supplier in respect of violation of third parties' rights or claims is ten (10) years.

## **VI. Avoidance of the Contract**

1. Complying with the legal requirements the **supplier** is entitled to declare the contract avoided after he has threatened Hera with avoidance of the contract in writing and a reasonable additional period of time for performance given in writing has expired to no avail. The notice of avoidance of the contract is to be given to Hera directly within a reasonable time and in writing.
2. Without prejudicing its other legal rights, **Hera** is entitled to avoid the contract in whole or in part if the implementation and/or performance of the contract is or becomes prohibited by law, if the supplier or its direct or indirect suppliers violate provisions for the protection of the environment or respect for human rights, if insolvency proceedings are applied for or commenced relating to the assets of the supplier, if according to these International Purchasing Conditions and due to the delivery of non-conforming goods Hera is entitled to remedies or if the supplier has violated other obligations despite expiry of a grace period set by Hera.

## VII. Damages

1. The supplier is entitled to claim **damages from Hera** in case of unjustified late payment. Damages amount to a flat interest rate of 2% per annum above the base interest rate of the German Federal Bank (Deutsche Bundesbank) or if the payment is not to be made in Euro, above the official rate of discount of the currency in which payment is due applicable during the unjustified retention of payment. With the exception of blameworthy injury of life, body or health, of damages due to intentional harm or gross negligence by the organs or executive employees of Hera and of obligatory product liability, any claim by the supplier on any other ground to damages, to further interest or to an indemnity against any other kind of damages is excluded.
2. Without prejudice to other claims inclusive claims of an extra-contractual nature and without any restriction, Hera is entitled to claim **damages from the supplier** instead of or in addition to any other remedy for every kind of breach of contract. The taking of delivery of the goods or the paying of the purchase price without any reservation shall not result in a waiver of the right to damages. Without prejudice to any further reaching legal rights, the damages to be compensated shall comprise all direct and indirect expenses, losses and inconveniences caused to Hera by the breach of contract, unless the supplier proves that the extent of the damages was foreseeable neither at the time of formation of the contract nor during its performance. Without prejudice to the supplier proving that damage was either not caused or was caused in a significantly smaller amount, and without prejudice to Hera claiming further damages (whereby the liquidated damages are to be offset against further damages), in each case of **late delivery or non-delivery** by the supplier Hera is entitled to claim **liquidated damages** of 0.5 % of the net purchase price of the respective goods for each week of delay commenced, up to a maximum of 10 % of the net purchase price of the respective goods, without any evidence being necessary.

## VIII. Other Provisions

1. On delivery the goods as well as all related papers and documents become the unrestricted property of Hera. If a **reservation of title** in favour of the supplier has been agreed, this has only the effect of a simple reservation of title; in addition, Hera is entitled, regardless of the reservation of title, to utilise the goods at any time without any restrictions, namely by processing the goods and/or selling them, as well as by transferring property in the goods to third parties even when such utilisation has the consequence of destroying the reservation of title.
2. Without prejudice to continuing claims, the supplier will furnish the due particulars and technical documentation regarding the goods in writing to Hera and give Hera unlimited security or compensation on first demand and waiving all further conditions

or other defences, in particular waiving the observing of all duties of examination, notifying, control or recall or the prior taking of administrative or legal proceedings as well as waiving the defence of limitation if in consequence of an **administrative order** Hera is threatened with detriment or if Hera is subject to administrative fines or if Hera suffers of other detriment and the administrative order is based on provisions of product law, the observance of which is according to these International Purchasing Conditions within the supplier's sphere of obligation. The same applies if Hera is obliged on the basis of applicable statutory provisions to recall goods, which have been delivered by the supplier or which contain parts delivered by the supplier as far as their causation for the **recall of the goods** cannot be excluded.

3. The **place of delivery** results from section III.-8. of these International Purchasing Conditions and applies also to the delivery of substitute goods or repair. The **place of payment and performance** for all the rest of obligations arising from the legal relationship between Hera and the supplier is 32130 Enger/Germany. This provision also applies if the supplier renders performance for Hera somewhere else or payment is to be made against the handing over of the goods or documents or in the case of restitution of performance already rendered. The agreement of other clauses of the Incoterms or other delivery clauses is a deviating regulation of the transport and the transport costs and does not change the regulations made in this paragraph.
4. In relation to illustrations, drawings, calculations and other **documents** as well as computer-software, which have been made available by Hera in a material or electronic form, Hera reserves all proprietary rights, copyrights, other industrial property rights as well as know-how rights.
5. Subject to written objection by the supplier, **personal data**, which Hera receives from the supplier in the execution of activities covered by these International Purchasing Conditions, are processed by Hera and service providers located in Germany or abroad or both.
6. The transmission of **electronic documents (EDI)** requires special agreements.
7. The limitation period for claims of Hera against the supplier due to **incorrect information** regarding the obligations incumbent on the supplier according to section III.-7. or section III.-14. shall be ten (10) years.
8. All communications, declarations, notices etc. are to be drawn up exclusively in **German or English**. Communications by means of fax or e-mail fulfil the requirement of being **in writing**.
9. If provisions of these International Purchasing Conditions should be or become partly or wholly ineffective, the remaining provisions will continue to apply. The parties are bound to replace the ineffective provision with a legally valid provision as close as possible to the commercial meaning and purpose of the ineffective provision.

#### **IX. Applicable law**

1. The United Nations Conventions of 11 April 1980 on Contracts for the International Sale of Goods (**UN Sales Convention / CISG**) and on the Limitation Period in the International Sale of Goods, both in the English version govern the legal relationship with the supplier. The UN-Conventions apply above and beyond their own area of application and regardless of reservations adopted by any state, to all contracts to which these International Purchasing Conditions are to be applied according to the provisions of section I.-1. and I.-2. above. Where commercial terms are used, in case of doubt the Incoterms® 2020 of the International Chamber of Commerce apply taking into account the provisions stipulated in these International Purchasing Conditions.



2. The **formation of contract**, including but not limited to agreements as to the jurisdiction of courts or arbitral tribunals, and the contractual **rights and obligations of the parties**, also including but not limited to the liability for death or personal injury caused by the goods to any person and for non-compliance with pre-contractual and collateral obligations as well as the limitation of actions and the interpretation are exclusively governed by the UN-Conventions specified in section IX.-1. together with these International Purchasing Conditions. Subject to differing provisions in these International Purchasing Conditions, the rest of the legal relationship between the parties is governed by the Swiss law of obligations (Obligationenrecht).

#### **X. Agreement on jurisdiction and arbitration**

1. If the supplier's place of business is located within the European Union, Switzerland, Iceland or Norway, all disputes arising out of or in connection with contracts to which these International Purchasing Conditions apply, including contractual, non-contractual and insolvency disputes as well as disputes concerning the validity, invalidity, breach or cancellation of the contracts and of these International Purchasing Conditions, shall be subject to the exclusive jurisdiction of the courts having jurisdiction for 32130 Enger/Germany. In this case, however, Hera is be entitled to sue the supplier before the state courts at the supplier's registered office.
2. If the supplier's place of business is located outside of the European Union, Switzerland, Iceland and Norway, all disputes arising out of or in connection with contracts to which these International Purchasing Conditions apply, including contractual, non-contractual and insolvency disputes as well as disputes concerning the validity, invalidity, breach or cancellation of the contracts and of these International Purchasing Conditions, shall be finally resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The place of the arbitration shall be Zurich/Switzerland, the language used in the arbitral proceedings shall be English.