

General Terms and Conditions of Sale between RS SWITZERLAND and Customers for use of the mobile fleet recovery service

Article 1. Definitions

The terms and expressions beginning with a capital letter in these General Terms and Conditions of Sale have the meaning indicated below:

"SWISSCOM" refers to Swisscom Switzerland Ltd, a Société Anonyme (Public Limited Company) incorporated under Swiss law and entered in the Bern Trade and Companies Register under number CHE 101 654 423 and whose registered office is located at Alte Tiefenaustrasse 6, CH – 3050 Bern, Switzerland, as well as the legal entities and the personnel belonging to it and operating the linkage between RS SWITZERLAND and the Customer, for the transfer of a given Fleet from a Customer.

"Transfer Agreement" refers to the transfer agreement stating the Customer's commitment to selling its Fleet or a Product belonging to said Fleet, as set out in the Form, to RS SWITZERLAND under the General Terms and Conditions of Sale.

"General Terms and Conditions of Sale" refers to these general terms and conditions of sale.

"Customer" refers to the professional customers whether or not they are already SWISSCOM customers, legal or natural persons, who wish to sell their Fleet, or a Product belonging to said Fleet to RS SWITZERLAND.

"Amended Email" refers to the email sent by RS SWITZERLAND that cancels and replaces the Transfer Agreement in the event of a difference between the Guaranteed Trade-in Value and the Final Value, i.e. a difference found between the Customer's statements entered on the Form and used by RS SWITZERLAND in the Transfer Agreement and the Appraisal.

"Appraisal" refers to the inspection performed by RS SWITZERLAND, or its partners on behalf of RS SWITZERLAND, on the Products received by RS SWITZERLAND from the Customers, under the Service, in order to check the accuracy of the statements made on the Form, and contained in the Transfer Agreement, by the Customer in the context of the Service and to determine the Final Value of the Products.

"Fleet" refers to an entire batch of Products that are subject to a given transfer.

"Form" refers to the online form completed by the Customer on which the Customer enters the description of the Fleet and used by RS SWITZERLAND to establish a Guaranteed Trade-in Value and the Transfer Agreement.

"Party" refers individually to the Customer or RS SWITZERLAND.

"Parties" refers collectively to the Customer and RS SWITZERLAND.

"Product " refers to all the electronic products that a Customer wishes to sell to RS SWITZERLAND and that RS SWITZERLAND wishes to buy from the Customer under the conditions of the General Terms and Conditions of Sale.

"RS SWITZERLAND" refers to the company RS SWITZERLAND, a Société Anonyme (Public Limited company) with capital of CHF 300,000, entered in the Fribourg Trade and Companies Register under number CHE-191.441.864, whose registered office is located at Passage du Cardinal, Locaux Bâtiment 1, 1700 FRIBOURG, Switzerland.

"Service" refers to the service to buy back a Fleet or a Product belonging to said Fleet, by RS SWITZERLAND which the Customer wishes to sell to RS SWITZERLAND and RS SWITZERLAND wishes to buy from the Customer under the conditions of the General Terms and Conditions of Sale.

"Site" refers to the website that SWISSCOM makes available to the Customer, allowing RS SWITZERLAND to transmit to the Customer the Guaranteed Trade-in Value of a given Fleet or a Product from said given Fleet as a result of the information entered on the Form and to transfer its Products to RS SWITZERLAND. This website can be accessed at the following address <http://www.swisscom.ch/mobile-buyback-business>.

"Final Value" refers to the final trade-in value of a given Fleet or a Product belonging to said Fleet by RS SWITZERLAND to the Customer following its receipt and Appraisal. Only its Final Value is binding for RS SWITZERLAND.

"Guaranteed Final Value" refers to the trade-in value of a given Fleet or of a Product belonging to said Fleet, estimated and offered by RS SWITZERLAND to the Customer according to the number, status, brand and models of Products declared by the Customer on the Form. This Guaranteed Trade-in Value is valid from the date on which the Transfer Agreement is drafted, at the Customer's discretion, for THIRTY (30) or SIXTY (60) calendar days, between the drafting of the Transfer Agreement and dispatch of the Fleet by the Customer. The Guaranteed Trade-in Value is only given for information purposes and therefore can only be considered binding for RS SWITZERLAND subject to the Customer observing the dispatch deadlines and to the statement made on the Form, concerning the characteristics of the Fleet that the Customer wishes to assign to RS SWITZERLAND, coinciding with the Appraisal conducted by RS SWITZERLAND, and therefore, in other words, the Guaranteed Trade-in Value corresponding to the Final Value.

"Validation of the Trade-in" refers to the moment when the Products from a given Fleet or a Product belonging to said Fleet, have been subject to the Appraisal and their Final Value has been definitively determined by RS SWITZERLAND. Validation of the Trade-in is not submitted for acceptance by the Customer and is automatic when the Final Value coincides with the Guaranteed Trade-in Value. Otherwise, it is submitted for acceptance by the Customer in the conditions defined in the General Terms and Conditions of Sale.

In these General Terms and Conditions of Sale:

- (a) The terms and expressions defined above in the singular can also refer to the plural and vice versa;
- (b) The titles are used for convenience and should not affect the interpretation;
- (c) Any reference, particularly to an agreement, any type of general conditions, title, act, contract or other instrument is also understood to refer to any amendment, reformulation, addition or any other modification made to said agreement, any type of general conditions, title, act, contract or any other instrument.

Article 2. General provisions

Unless there is a special agreement expressly accepted and signed by the Parties, these General Terms and Conditions of Sale constitute the proposal to purchase RS SWITZERLAND Products from Customers and their purpose is to define the conditions and provisions general to all purchases of RS SWITZERLAND Products from a Customer in the context of the Service. This service is only available for Customers.

The result of the commercial negotiation between a given Customer and RS SWITZERLAND will lead, where applicable, to the establishment of special conditions of purchase between said Customer and RS SWITZERLAND.

It is expressly agreed between the Parties that these General Terms and Conditions of Sale do not in themselves involve any obligation to purchase the Products for RS SWITZERLAND with respect to the Customers. Only the Validation of the Transfer Agreement, duly accepted, involves the obligation to purchase, under the conditions of the General Terms and Conditions of Sale and the Transfer Agreement, or the Amended Email, where applicable, for RS SWITZERLAND.

It is expressly agreed between the Parties that in the event that the Customer wishes to transfer a Fleet or a Product belonging to said Fleet to RS SWITZERLAND, via the Service, RS SWITZERLAND will only buy back Products unlocked or locked on a Swiss network, i.e. Products capable of sending or receiving calls with a SIM card from one of the Swiss mobile networks.

In the event that a Customer uses the Service to trade in a Product locked on network other than a Swiss mobile network, RS SWITZERLAND will be unable to accept it and will return said Product to the Customer at the latter's expense. The Customer expressly acknowledges that in such a case it will not be able to make use of the Service and will not benefit from payment of the price stated in article 5 of the General Terms and Conditions of Sale.

In the event of contradiction between the General Terms and Conditions of Sale and any general conditions of sale belonging to the Customer, the Parties agree to negotiate special conditions and to transfer the Products according to said special conditions where applicable.

These General Terms and Conditions of Sale apply to the exclusion of all other conditions and are accessible at any time on the Website or on request by email and they prevail, where applicable, over any other version or any other document to the contrary, unless waived in advance expressly and in writing by RS SWITZERLAND.

RS SWITZERLAND reserves the right, at its sole discretion, to freely modify the General Terms and Conditions of Sale at any time and invites the Customer to consult them regularly. In the event the General Terms and Conditions of Sale are modified, those applicable to the purchase will be the General Terms and Conditions of Sale that are in effect at the time of the Customer Request on the Website. The General Terms and Conditions of Sale come into force on the date of their publication on the Website and immediately replace the former General Terms and Conditions of Sale for all future operations.

The Request implies unreserved acceptance of the General Terms and Conditions of Sale by the Customer in accordance with the Article.

By accepting the General Terms and Conditions of Sale, the Customer guarantees RS SWITZERLAND that it is the owner of the Product and any accessories of the Product that is the subject of the Request.

The General Terms and Conditions of Sale shall apply starting on 24.03.2015.

Article 3. Orders

Any Customer wishing to sell their Products contacts RS SWITZERLAND via the Website.

Any trade-in of Products by RS SWITZERLAND, follows this procedure:

- The Customer states the content of its Fleet to RS SWITZERLAND on the Form according to the information requested on the Website, including: the number of Products, the brand, model and condition of each Product (in accordance with article 4 of the General Terms and Conditions of Sale);

Based on their statements, the Customer is offered a Guaranteed Trade-in Value and a Transfer Agreement. The Guaranteed Trade-in Value is valid for the period (in this respect from the time of issue of the Transfer Agreement to dispatch of the Products by the Customer) indicated on the Transfer Agreement. It is clearly agreed between the Parties that at this stage of the process, the Guaranteed Trade-in Value, depends on the Validation of the Trade-in and is subject to the terms and conditions of

Article 4. This value cannot be considered binding for RS SWITZERLAND, which the Customer expressly acknowledges and accepts. In the event that Validation of the Trade-in is not confirmed, the Customer may not make use of the Service;

- The Customer prints out and signs the Transfer Agreement;
- The Customer indicates the place, time and date desired for picking up the Products by RS SWITZERLAND;
- RS SWITZERLAND is responsible for organising the pick-up in accordance with the information stated by the Customer;
- The Customer packages and makes available to a carrier designated by RS SWITZERLAND, the Products accompanied by the duly signed Transfer Agreement, within the time limits stated in the General Terms and Conditions of Sale and the Transfer Agreement;
- On receipt of the Products subject to transfer, RS SWITZERLAND carries out the Appraisal of the Products in order to guarantee the compliance of the statements made by the Customer on the Form and entered in the Transfer Agreement:
 - In the event of the Appraisal and the Customer's statements entered on the form coinciding, RS SWITZERLAND then performs Validation of the Trade-in and requests an invoice from the Customer (bank transfer) or confirmation of the amount (donation) by email;
 - In the event of the Appraisal and the Customer's statements entered on the form not coinciding, a new pricing proposal will be made to the Customer, via the Amended Email sent by RS SWITZERLAND to the Customer. RS SWITZERLAND will then accept the Products for Trade-in at the Final Value and will then request an invoice from the Customer (bank transfer) or confirmation of the amount (donation) by email based on the new trade-in value. The Customer will be considered to have irrevocably accepted the transfer of its Fleet to RS SWITZERLAND at the Final Value stated in the Amended Email and to have irrevocably carried out Validation of the Trade-in, which will take the form of issue of the invoice by the Customer (bank transfer) or sent per e-mail (donation).

RS SWITZERLAND informs the Customer that it reserves the right to refuse to buy back Products from a Customer with whom it has had a dispute, said dispute constituting a legitimate reason to refuse to buy back a Product.

RS SWITZERLAND informs the Customer that certain Products have the "iOS 7" software with the "Find my iPhone" option. If the "Find my iPhone" function is activated, the Product has no trade-in value. To check whether said option is still activated and to deactivate it, the Customer should go to "Settings" > "iCloud" > "Find my iPhone".

If, during the Appraisal, RS SWITZERLAND finds that the Product has said option activated, the Product will be automatically traded in at a price of zero (0) Swiss Francs without the Customer being able to claim any compensation in this respect.

The Customer may cancel the trade-in as long as they have not requested pick-up of the Fleet from RS SWITZERLAND. However, from the time when the Customer requests pick-up of their Fleet, they will no longer be able to cancel the trade-in. The trade-in will take place at the Final Value indicated on the Transfer Agreement or in the Amended Email, whichever applies.

Article 4. Description of the various accounting and legal elements committing the Customer to RS SWITZERLAND

The Form: Via the Form, the Customer enters the description of the Fleet that it wishes to transfer to RS SWITZERLAND, including, for each Product in the Fleet:

- The Product reference: Make and model including the Product's memory capacity, where applicable;
- The condition of each Product:
 - Working: By answering "Working" the Customer guarantees that the Product switches on when it is disconnected from its charger and that the Product screen and touch facility are both working correctly;
 - Faulty: By answering "Faulty" the Customer states that the Product does not switch on when it is disconnected from its charger and/or that the Product screen and/or touch facility are not working correctly;
 - If the Customer does not know or is unsure about the condition of one or all of the Products, they should answer "Faulty" for the Products concerned.
- Logistical preferences for sending Products.

The Transfer Agreement: On receipt of the Form, RS SWITZERLAND will draft, based on the statements made by the Customer on the Form, a Transfer Agreement, which contains the description of the Fleet entered on the Form, to which a Guaranteed Trade-in Value will be added for purchasing said Fleet, valid, according to the Customer's preference, for THIRTY (30) or SIXTY (60) calendar days from the date of drafting of the Transfer Agreement and until dispatch of the Products.

The Appraisal report: Following the Appraisal conducted by RS SWITZERLAND, a report detailing all results of the Appraisal will be sent to the Customer by email.

Article 5. Transfer price for a given Fleet

a. Price of the Fleet

In accordance with the General Terms and Conditions of Sale, after the Form has been completed, RS SWITZERLAND will draft a Transfer Agreement stating a Guaranteed Trade-in Value expressed in Swiss Francs, exclusive of tax and inclusive of tax for the entire Fleet.

By accepting the General Terms and Conditions of Sale, the Customer expressly acknowledges that the Guaranteed Trade-in Value, which will be indicated in the Transfer Agreement, is only binding for RS SWITZERLAND subject to:

- Receipt of the Fleet by RS SWITZERLAND;
- Coincidence of the description of the Products from the Fleet, included on the Form and the Transfer Agreement, with the Appraisal, and;
- Compliance with the deadlines for acceptance of the Transfer Agreement by the Customer, and;
- Compliance with the dispatch times of Fleet in question, or of a Product belonging to said Fleet, for a given Transfer Agreement. The Customer is reminded that the Guaranteed Trade-in Value used in the Transfer Agreement is only given for information purposes and therefore cannot be considered binding for RS SWITZERLAND.

In addition, the Guaranteed Trade-in Value entered in the Transfer Agreement is conditioned on the Customer accepting the Transfer Agreement and sending their Fleet, as described in the Transfer Agreement, within the deadline set in the Transfer Agreement, to RS SWITZERLAND.

The Customer expressly agrees and accepts that the Transfer Agreement is only valid, at the Customer's option, for a period of THIRTY (30) or SIXTY (60) calendar days starting from date the Transfer Agreement is issued by RS SWITZERLAND, and is conditioned on the Customer accepting the Transfer Agreement and shipping its Fleet, as described in the Transfer Agreement, to RS SWITZERLAND within the period set forth in the Transfer Agreement.

In other words, if the Customer does not submit the agreed and signed Transfer Agreement to RS SWITZERLAND and the Customer does not send RS SWITZERLAND all of the Products in the Fleet as described in the Transfer Agreement, at the Customer's option, within THIRTY (30) or SIXTY (60) calendar days from the date the Transfer Agreement is issued by RS SWITZERLAND, the Transfer Agreement shall be null and void. In such case, RS SWITZERLAND shall trade in the Products at the value which is valid on the trade-in date, without the Customer being entitled to claim compensation in this regard.

Following acceptance of the Transfer Agreement, upon shipment of the Products in the Fleet by the Customer to RS SWITZERLAND as described in the Transfer Agreement, and upon receipt of such Products by RS SWITZERLAND, within THIRTY (30) or SIXTY (60) calendar days, at the Customer's option, from the date the Transfer Agreement is issued by the Customer, RS SWITZERLAND shall conduct an Appraisal of the Products to establish the Final Value of the Products in the Fleet.

Note that the Guaranteed Trade-In Value of a given Fleet is only binding on RS SWITZERLAND so long as it corresponds to the Final Value.

If the Customer does not accept the Transfer Agreement and/or does not ship one or all of the Products in the Fleet described in the Transfer Agreement within the period set forth in the Transfer Agreement, the Transfer Agreement shall be null and void. In such case, a Corrective E-mail shall be sent to the Customer by RS SWITZERLAND.

In this case, the Customer is deemed to have irrevocably accepted transfer of its Fleet to RS SWITZERLAND at the Final Value set forth in the Corrective E-Mail and to have irrevocably proceeded with Validation of the Trade-In, as evidenced by the Customer's issuance of the invoice.

Lastly, if only part of the Fleet described in the applicable Transfer Agreement is shipped by the Customer, the Appraisal shall be carried out and the Final Value determined only on the Products received by RS SWITZERLAND, and not on the entirety of the Products in a given Fleet as declared in the Transfer Agreement, unless the Customer gives RS SWITZERLAND prior notice thereof and RS SWITZERLAND consents to the Customer sending its Fleet in several shipments.

b. Payment of the price for the Fleet to the Customer

i. Invoicing procedure in case of bank transfer

Following Validation of the Trade-In, RS SWITZERLAND shall send the Customer an invoice request, so that the Customer can submit an invoice to RS SWITZERLAND which incorporates the Final Value and the various elements of the invoice request, corresponding to all Products traded in as part of the Service. → only for bank transfer

ii. Payment procedures

The Customer may use any of the payment methods proposed during Validation of the Trade-In. At the time of the Request, the Customer may choose via the Website:

- to receive the amount of the transfer at the Final Value for a given Fleet via bank transfer: The Customer must enter its bank details on the Website, or send them to RS SWITZERLAND by e-mail. This payment

method is offered free of charge and shall be completed by RS SWITZERLAND for the Customer's benefit upon receipt of the invoice, pursuant to Article 5.b.i, within thirty (30) business days from issuance of such invoice, or;

Article 6. Ownership and risks attached to the Products being transferred

Ownership of the Products is directly transferred from the Customer to RS SWITZERLAND upon Validation of the Trade-In.

All risks connected with the Products are directly transferred from the Customer to RS SWITZERLAND when the Products are received by RS SWITZERLAND, the shipment note being proof thereof.

Article 7. Delivery and shipment of the Products

The number of Products in a given Fleet for a given transfer, as set forth in the Transfer Agreement, must be entirely respected by the Customer, or the Transfer Agreement and the Guaranteed Trade-In Value of such Fleet will be called into question.

RS SWITZERLAND shall arrange for transport of the Products at its own expense, unless the Customer itself wishes to arrange for transfer of the Products.

The Customer shall respect all logistical preferences entered in the Form in their entirety. If these logistical preferences are modified between receipt of the Form and the Customer's acceptance of the Transfer Agreement or the pickup of Products at various Customer sites, the arrangement and costs of transport shall be the subject of special terms and conditions.

The Customer shall be informed of the procedures to be followed upon acceptance of the Transfer Agreement.

RS SWITZERLAND hereby informs the Customer that it will not return the Products, in accordance with Article 3.

Article 8. Product Conformity and Guarantee

a. Conformity

In accordance with Article 5, in the event the Products are non-conforming, which includes a difference between the Customer's statements on the Form that are repeated in the Transfer Agreement on the one hand, and the Appraisal on the other, whether qualitative or quantitative and/or in the event of Customer non-compliance with the shipping deadlines, the Guaranteed Trade-In Value shall be reassessed based on the Appraisal, and the transfer shall take place at the Final Value price, which shall be evidenced by the Corrective E-mail. The Customer shall not be entitled to any compensation in this regard under the terms of the General Conditions of Purchase.

RS SWITZERLAND shall inform the Customer of the results of this Appraisal in a conformity report, which will state, for all received Products subject to Appraisal:

- Their IMEI number;
- Their brand and model;
- Their condition checked by RS SWITZERLAND (recycled, functional, not functional);

b. Guarantee

The Customer guarantees that the description and actual features of the Products correspond to the information submitted to RS SWITZERLAND in the Form.

In this regard, the Customer guarantees and holds RS SWITZERLAND harmless against any damages arising from its contractual obligations or other obligations that the Customer has undertaken during acquisition of the Products.

In addition, the Customer:

- Guarantees the accuracy of the information concerning it (contact information, delivery and pickup procedures, etc.) in the Transfer Agreement;
- Guarantees that it is the legal owner of the Products and any accessories shipped with them;
- Guarantees that it is a natural person or legal entity having the capacity to enter into contracts;
- Guarantees that it irrevocably and without qualification waives ownership of the Products in favour of RS SWITZERLAND, subject to Validation of the Trade-In;
- Guarantees that the Products are not stolen Products;
- Guarantees that it agrees to receive payment in accordance with the payment method in Article 5.

It is specified that Products reported stolen and counterfeit goods shall in no case be paid to the Customer, and that RS SWITZERLAND reserves the right to hand them over to competent law enforcement agencies for investigation, without the Customer being entitled to any compensation therefor.

Article 9. Data

a. Personal data saved on the Products

RS SWITZERLAND recommends that Customers save all personal data present in the Product (including but not limited to: contacts, e-mails, SMS, photos, games, music and other data), and then delete it. RS SWITZERLAND will erase the data from each Product during Appraisal using a data deletion solution certified by BlackBelt SmartPhone Defence Ltd, an English company, registered with the Trade and Companies Register under number 5286787, number VAT GB 866323706 and whose registered office is, at the time of execution of the General Terms and Conditions of Sale, located at Office Bay, Unity House, Westwood Park, Wigan, WN3 4HE, United Kingdom. In this regard, the Customer expressly acknowledges that RS SWITZERLAND shall not be held liable for the deletion of such data, and the inability to recover it, and that RS SWITZERLAND is not liable for any use of data which occurs after the Customer ships the products and before they are received by RS SWITZERLAND. A manual hard reset is only required, in case some data cannot be removed and deleted by the BlackBelt SmartPhone Defence Ltd software. (e.g. defect plug connection, obsolete devices, defect keys etc.).

b. SIM cards and memory cards

The Customer agrees to remove SIM cards and memory cards from the Product before shipment. Any SIM cards sent to RS SWITZERLAND are non-refundable and shall be systematically destroyed. RS SWITZERLAND is not liable for the cancellation of any contract or telephone subscription related to the Product. In no case shall RS SWITZERLAND be held liable for any telecommunications made from the Product transferred by the Customer to RS SWITZERLAND from the time of shipment.

Article 10. Personal information

Pursuant to regulations concerning data processing, and specifically the Federal law on data protection (LPD) of 19 June 1992, information collected at the time of the Service shall only be used by RS SWITZERLAND for the purpose of performing such Service. The Customer may access its information, request its correction or demand that it no longer appear in the RS SWITZERLAND database. The Customer may exercise its rights by sending an e-mail to RS SWITZERLAND at the following address: mobile-buyback-business@recommerce.com.

Article 11. Signature and acceptance of the General Conditions of Purchase

The Customer agrees to sign the General Conditions of Purchase and accept them by checking the box "Customer Signature transferring the ownership of its fleet" located on the Transfer Agreement, if applicable, or by signing the transfer agreement.

Article 12. Independence of the Parties

Each of the parties is a legally and financially independent legal entity, acting on its own behalf and under its own responsibility; it is expressly agreed that the General Conditions of Purchase shall under no circumstances create a company between the parties, and are in no way motivated by any partnership or sharing of profits (*affectio societatis*).

Article 13. Insurance

The Customer declares that it has taken out, or will take out at its expense, an insurance policy covering the financial consequences of its liability in tort or contract which may arise within the scope of the General Conditions of Purchase.

Article 14. Invalidity

The invalidity of one or more provisions of the General Conditions of Purchase shall not invalidate the General Terms of Purchase as a whole, to the extent that the disputed provisions are not considered essential and decisive by one of the Parties.

Article 15. Force Majeure

Neither Party shall be held liable for any damage, disruption, delay or failure to perform one of its obligations under these General Conditions of Purchase if such delay or failure to perform results directly or indirectly from a case of force majeure - including but not limited to a natural disaster (earthquake, storm, fire, flood, etc.), armed conflict (war, etc.), a labour dispute, a mandatory injunction issued by public authorities (prohibition on import, etc.), and electrical or IT disruption, a disruption to transport and/or supply of raw materials or an operating accident (machinery breakdown, explosion, etc.) - i.e. in this case, for any of the aforementioned events, an event that the impacted Party could not have foreseen, is outside of such Party's control, and could not be overcome despite its diligence and efforts to withstand it.

If such event occurs, the impacted Party shall be exempted from the affected obligation only for the duration of the event in question, and all of its other obligations shall remain in force. The impacted Party shall be required to inform the other Party in writing of such event within five (5) days of its occurrence, and to carry out the obligations it was unable to perform as soon as the event in question has ended.

If the duration of such inability to act exceeds ten (10) consecutive days, either Party shall have the right to terminate, eight (8) days after sending a registered Letter with acknowledgement of receipt informing the other of such termination.

Article 16. Applicable law and assignment of jurisdiction

THE GENERAL CONDITIONS OF PURCHASE ARE SUBJECT TO SWISS LAW ANY DISPUTE CONCERNING THE VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION OF THE GENERAL TERMS OF PURCHASE SHALL BE SUBJECT TO OUT OF COURT SETTLEMENT BETWEEN RS SWITZERLAND AND THE CUSTOMER. FAILING THIS, JURISDICTION IS EXPRESSLY GRANTED TO THE COMPETENT COURTS IN FRIBOURG.

