General Terms and Conditions of Procurement of Comet AG

of March 15, 2025

1. Scope of Application

(a) These General Terms and Conditions of Procurement of Comet AG (the **GTC**) govern the procurement of goods and services by Comet AG or any of its affiliates as identified in the PO (**Comet**) from the supplier identified in the PO (**Supplier**; each a **Party**, together the **Parties**). The GTC together with the purchase order issued by Comet (including its annexes, the **PO**) form the contract between the Parties governing the procurement of goods and services identified in the PO (**Goods** and **Services**) by Comet from Supplier (the **Contract**). Unless expressly set forth in a Contract, Comet shall not be obligated to procure Goods and Services, or to pay any sums to Supplier.

(b) Supplier accepts the GTC by submitting a quotation to Comet, by accepting or confirming any PO, or by providing any Goods and Service to Comet. The Parties agree that general terms and conditions of Supplier shall not apply, even if they are referred to in any confirmation or similar communication by Supplier.

2. Quotations

Quotations are non-binding and free of charge for Comet, even if they have been submitted in response to a request of Comet. Supplier shall adhere to the requirements of quantity, quality, duration, submission deadline and execution as stated in the request or the tender announcement of Comet and expressly point out any deviations thereto in its quotation. Supplier is bound by any quotation for a period of no less than 90 days.

3. Orders and Changes

(a) Orders of Comet shall only be binding for Comet if issued by Comet in a written or electronic PO. If an order is submitted by a third party other than Comet, Supplier shall request presentation of a written power of representation issued by Comet. Absent such presentation, Supplier may not rely on any acts or statements of such third party.

(b) Supplier shall issue a written or electronic confirmation of a PO (the **Confirmation**) without delay, but in any event no later than within the date specified in the PO. Comet reserves the right to cancel the PO without any liability to Supplier if it does not receive a timely confirmation of Supplier. The Confirmation shall correspond to the PO, and any proposed deviation of the Confirmation from the PO shall be immediately and expressly identified by Supplier, and is subject to Comet's express written approval, absent which Comet's PO remains authoritative without change.

(c) Comet may at any time request changes regarding the Goods and Services. Supplier shall notify Comet in writing of any consequences of such changes (costs, deadlines, quality, security, etc.). Supplier shall not withhold consent to such change requests by Comet without good cause. The execution of any such change is subject to Comet's prior written consent.

(d) Any communication of Supplier regarding a PO must include a reference to the PO number, reference and date of the Contract.

4. Subcontracting

(a) If Supplier wishes to engage subcontractors or other third parties (the **Subcontractors**) to perform any of its obligations under the Contract, it must obtain Comet's prior written consent, providing adequate details regarding the proposed subcontracting and any information reasonably requested by Comet. Supplier is obligated to inform Comet of favorable terms and conditions obtained through any subcontracting, and Comet shall be entitled to claim the benefit of such terms and conditions, with or without reservations. Insofar as Supplier subcontracts any of its obligations under the Contract, Comet may withhold a proportionate

amount of payments to Supplier until Supplier provides Comet with satisfactory evidence that Supplier has compensated Subcontractor's goods and services in full.

(b) The use of any Subcontractor or of any of Supplier's or Subcontractor's employees or other helpers (the **Supplier Staff**) shall not limit, or relief Supplier from compliance with, any of its obligations under the Contract. Supplier shall be and remain responsible for its performance under the Contract and the conduct of any Supplier Staff as it is for its own conduct. Supplier shall cause any Supplier Staff to comply with the Contract.

5. Acceptance

(a) If Comet has noted in the PO, or otherwise requires, the performance of an acceptance procedure with respect to any Goods and Services, Supplier's Goods and Services will be deemed accepted if and when Comet has declared in writing, pursuant to section 5(b), that the Goods and Services have been delivered in conformity with the Contract. The Documentation and the agreed test records form part of the acceptance in every case. Partial deliveries do not have to be accepted by Comet, and their acceptance is always subject to final acceptance following the complete delivery of the relevant Goods and Services.

(b) The acceptance procedure is conducted in accordance with Comet's specifications and is documented in the form of an acceptance record. Comet shall always be entitled to refuse acceptance if Goods and Services are materially defective (whether as a result of one material defect, or of a number of defects that are material in the aggregate), or otherwise materially not in compliance with the Contract, including, without limitation, the warranties set forth therein. If no acceptance period has been agreed, the acceptance procedure shall take place within 30 days form delivery of the Goods and Services.

(c) Non-material defects that do not hinder acceptance shall be remedied by Supplier within reasonable time following acceptance, in any event (unless otherwise agreed in writing) not later than within 30 days after acceptance. In case acceptance fails, Comet shall grant Supplier at least one reasonable grace period for correcting the Goods and Services at Supplier's cost. If Supplier fails to correct the Goods and Services during such grace period, Comet may (i) set one or more additional reasonable grace period(s) for correcting the Goods and Services at Supplier's cost (and thereafter choose (i), (ii), (iii), (iv) or (v) again); (ii) terminate the Contract and/or the affected part of the Contract with immediate effect; (iii) rescind the Contract and return delivered Goods and Services to Supplier at Supplier's cost and risk against repayment to Comet of all Fees already paid; (iv) correct or have a third party correct the Goods and Services at the cost and expense of Supplier; and/or (v) accept the Goods and Services and make a proportionate reduction of the Fees corresponding to the reduction in value of the Goods and Services. Comet's right to claim compensation for damage suffered remains reserved. Use or payment of Goods and Services shall not be considered acceptance and shall not limit Comet's right to remedy.

6. Documents, Confirmations and Certificates

Upon Comet's request, a documentation portfolio including all of the required maintenance and operating instructions, confirmations, certificates and any and all other documents for utilization in conformity with the Contract (the **Documentation**) shall be compiled and handed over to Comet by Supplier at the latest upon delivery. The Documentation is a part of Supplier's Goods and Services and a prerequisite for payment by Comet. No additional charges may be billed for the compilation and handover of the Documentation.

7. Financial Terms

(a) In consideration for the performance of Supplier's obligations in accordance with the Contract, Comet shall pay to Supplier the fee set forth in the PO (the **Fee**). Unless agreed otherwise in the PO, the Fee is fixed and covers any and all supplementary goods and services, compensating Supplier in full for its performance. Unless otherwise agreed in writing, the Fee shall be exclusive of VAT (if applicable), but includes all other levies, fees or taxes as well as all costs of packaging, shipping, insurance and delivery to the location specified in the PO. Any applicable VAT must be itemized separately. Comet shall only be liable to reimburse third party costs or expenses incurred by Supplier in performing its obligations if this is expressly agreed in the PO or approved by Comet in advance in writing, and any such reimbursement is subject to presentation of reasonable supporting documentation.

(b) Upon Comet's request, Supplier shall itemize all costs for the provision of the Goods and Services, disclosing as a minimum the material costs, manufacturing costs, surcharges and one-time charges. This applies in particular, but is not limited to, the manufacture of customized products.

(c) In case of Fees charged according to the PO on a time and material basis at rates agreed in the PO, Supplier shall provide Comet on a monthly basis with detailed daily time-sheets in electronic form listing the individuals, their activities, their time spent and their rates as per the PO, plus any materials used, and provide reasonable supporting documentation upon request of Comet.

(d) Supplier shall issue correct invoices in accordance with the payment schedule set forth in the PO. If no payment schedule is set forth in the PO, Supplier shall issue its invoice for the Fees upon completion of Supplier's performance or, if the Goods and Services are subject to acceptance, upon successful acceptance by Comet. The invoice shall also include all information necessary for a thorough review. Unless otherwise agreed in writing, payment will be made within 45 days of Comet's receipt of the correct invoice. Payment of Fees by Comet is without prejudice to any rights or remedies Comet may have with respect to the concerned Goods and Services. Comet may offset any payments owed by Supplier to Comet or any of its affiliates with any payment owed by Comet or any of its affiliates to Supplier.

8. Delivery and Delays

(a) Goods and Services shall be delivered at the agreed time and place. Failure to comply with agreed delivery dates or places automatically results in Supplier's default. Without limiting the foregoing in this section 8(a), if Supplier must assume that the Goods and Services, in whole or in part, cannot be delivered at the agreed time, it shall promptly notify Comet thereof in writing, stating the reasons for the delay and its presumed duration.

(b) If Supplier is in default (i) Supplier owes a payment of 1% (but not exceeding 10% in the aggregate) of the value of the delayed Goods and Services for each and every week in which, fully or partly, the default continues. If Supplier is in default of delivery of a part of the Goods and Services, the rates of the payment will be calculated on the price of the entire Goods and Services to be delivered for which Supplier is partially in default. These payments do not release Supplier from performance of its obligations; and (ii) Comet shall grant Supplier at least once a reasonable grace period to remedy such default. If Supplier fails to timely perform during such grace period, Comet may (A) set one or more additional grace period(s) to timely perform (and thereafter choose (A), (B), (C) and (D) again); (B) terminate the Contract and/or the affected part of the Contract with immediate effect; (C) rescind the Contract and return delivered Goods and Services to Supplier at its cost and risk against repayment of all Fees already paid; and/or (D) perform or have a third party perform the obligation at the cost and expense of Supplier. Any other right and remedy of Comet, including, without limitation, the right to claim damages, remains reserved.

9. Packaging and Shipping

(a) Supplier shall pack, preserve and label any Goods as specified in the PO, as required to ensure safe delivery and otherwise in accordance with applicable industry standards and law and regulations. In particular, Supplier shall ensure that all types of wood packaging, as well as wooden pallets used for packaging or transport, comply with the requirements of the applicable International Standards for Phytosanitary Measures (International Standards for Phytosanitary Measures) Nr. 15. Supplier shall notify Comet in writing in advance if the transport requires special care in the packaging and means of transport. All components of the delivered Goods must be labelled unambiguously and durably/permanently (order no., article no., product designation).

(b) Subject to any written agreement to the contrary in the Contract, Goods shall be delivered CIP (INCOTERMS 2020) at the place of delivery specified in the PO.

10. Transfer of Title and Risk

(a) Unless otherwise agreed in writing, and subject to section 10(b) title and risk to any Goods, specific products, deliverables and other work results shall transfer to Comet upon delivery at the place of performance; provided, however, that where Goods and Services are subject to acceptance pursuant to section 5, title and risk shall transfer upon acceptance by Comet.

(b) If the required shipping documents have not been issued properly for any Goods, specific products, deliverables, other work results and Services, the risk thereto shall only transfer to Comet upon Comet's receipt of all such documents.

11. Warranty

(a) Supplier, being aware of the intended purpose of the Goods and Services, warrants that the Goods and Services (i) are free from defects; (ii) conform to the agreed specifications and any other specifications that can be reasonably expected in view of the intended use and purpose of such Goods and Services; (iii) are suitable for the intended use; (iv) operate in accordance with the Documentation; and (vi) comply with all terms of this Contract and applicable laws and regulations, including regarding occupational safety and recognized rules related to safety. Supplier further warrants that any Services provided by Supplier are performed professionally, with all due skill, care and diligence and in compliance with the Contract and all required safety and security measures. If verifications, test reports and similar documents are a part of the agreed scope of the Goods and Services, the information contained therein shall be deemed warranted by Supplier.

(b) If official permits are required for the provision or, as applicable, the receipt or use by Comet, of any Goods and Services, Supplier shall, obtain or secure any such permits at its own expense.

(c) The warranty period for any Goods and Services is 24 months from the date of delivery, or, if later, acceptance thereof (the **Warranty Period**). The Warranty Period for replaced or repaired parts begins anew upon their delivery or, if later, their acceptance. In the event of any breach of Supplier's warranties, Comet may, at any time during the Warranty Period, (i) request Supplier to remedy the breach within a reasonable grace period; (ii) require re-delivery or re-performance of the affected Goods and Services without any cost for Comet within a reasonable grace period; (iii) reasonably reduce the Fee paid or payable by Comet in consideration for the affected performance by Supplier; (iv) if Supplier fails to remedy the breach within the applicable grace period, remedy or have a third party remedy the breach at the cost and expense of Supplier; or (v) if Supplier fails to remedy the breach within the applicable grace period, rescind the Contract and return delivered Goods and Services to Supplier at its cost and risk against repayment of all Fees already paid. Comet's right to claim damages remains reserved.

(d) Not limiting the generality of section 11(c), Comet is entitled to rescind the Contract, effective immediately, return delivered Goods and Services to Supplier at its cost and risk against repayment of all Fees already paid in the following cases in particular if (i) it becomes apparent prior to the due date of the delivery of Goods and Services that the relevant delivery, through no fault of Comet, will likely not be timely performed; (ii) it becomes apparent before the due date that the Goods and Services, through no fault of Comet, will likely not be suitable for the intended use or that the Goods and Services will likely otherwise not comply with the warranties pursuant to section 11(a) and that Supplier will likely not be able to remedy such non-compliance within a reasonable grace period; (iii) Supplier or any Subcontractor is insolvent or unable to pay its debts, its bankruptcy is imminent or it enters into bankruptcy, insolvency, liquidation, or a similar proceeding under applicable law, takes a decision to file or files a petition or application for any of the foregoing; (iv) Supplier is in breach of the provisions in sections 17, 19 or 18.

12. Liability, Indemnity and Insurance

(a) Each Party's liability, whether arising out of breach of contract or tortious acts, under the Contract shall be limited to the higher of (i) the total Fees payable by Comet to Supplier; and (ii) CHF 1,000,000. The limitations in the foregoing in this section 12(a) shall not apply to (x) damages and losses caused by the willful misconduct, gross negligence or fraud of a Party (including, in case of Supplier, of any Supplier Staff); (y) claims arising out of any indemnification obligation of Supplier under the Contract; and (z) damages and losses caused by the breach of Supplier's obligations under section 19.

(b) Supplier shall indemnify Comet for any damages, losses, third party claims, costs and expenses (including reasonable attorney's fees) suffered or incurred by Comet arising from or in connection with (i) any breach by Supplier of the warranties under section 14(c); (ii) any claim of any Supplier Staff against Comet; (iii) any product liability or environmental protection claims relating to the Goods and Services; (iv) any breach of section 18; and (v) any death or bodily injury caused by Supplier and/or any Supplier Staff.

(c) Supplier shall maintain adequate insurance coverage to cover its liability under the Contract, and provide adequate documentary evidence thereof to Comet upon request.

13. Termination

(a) Notwithstanding anything to the contrary, each Party may terminate the Contract at any time with immediate effect (i) if the other Party commits a material breach of the Contract or a number of breaches of the Contract which are material in the aggregate and, if curable, if such breach(es) is/are not cured despite the terminating Party requesting the other Party to cure the breach(es) within a reasonable grace period of at least 30 days; or (ii) if the other Party is insolvent or unable to pay its debts, enters into bankruptcy, insolvency, liquidation, or a similar proceeding under applicable law, takes a decision to file or files a petition or application for any of the foregoing.

(b) Termination of the Contract by Comet shall not trigger any obligation of Comet to pay a termination or similar fee to Supplier.

(c) Those provisions that are, by their nature, meant to survive the termination or expiration of the Contract, shall survive, including Sections 12, 14, 15, 19, 20, 21 and 22.

14. Intellectual Property Rights and Provision of Material

(a) The Contract shall not cause any intellectual property rights to be assigned or transferred from one Party to the other, except that any intellectual property rights arising from the performance of the Contract, in particular, but not limited to, rights related to any Goods, specific products, deliverables and other work results concepts, documentation etc. prepared, developed, created or acquired by Supplier specifically for Comet shall be exclusively owned by Comet and are hereby assigned and transferred to Comet upon coming into existence. Supplier shall undertake the steps necessary for effecting such assignment and transfer of rights.

(b) Supplier shall procure that any Supplier or third-party materials used, provided, or introduced into any Goods and Services shall be properly licensed for such use, provision or introduction, as required for Comet to receive and use the Goods and Services in accordance with the Agreement and applicable law, and hereby grants the requisite license for use to Comet; provided, however, that Comet shall procure such licenses and rights expressly set forth in the PO.

(c) Supplier represents and warrants that the Goods and Services and the receipt and use thereof by Comet do not infringe upon any third-party intellectual property rights. Should there nevertheless be an infringement of any such rights, Supplier shall, at Comet's option, and without prejudice to any other rights and remedies Comet may have, modify the Goods and Services in such a way that they can be received and used by Comet in accordance with the Contract without any such infringement.

(d) Any and all materials provided by Comet to Supplier or any Supplier Staff (the **Comet Materials**) remain the property of Comet without any restrictions. Supplier shall, and shall cause Supplier Staff to, treat any such Comet Materials with the care given to Supplier's or such Supplier Staff's own materials and to undertake any and all reasonable security measures to prevent the loss of, worsening of or damage to the Comet Materials. Comet Materials shall be stored separately and labelled as the property of Comet. Comet grants to Supplier and Supplier Staff a limited, revocable, non-exclusive license during the term of the Contract to use Comet Materials solely for the purpose of performing Supplier's obligations under the Contract, subject to any limitations and restrictions imposed upon Comet by third parties. Supplier shall, and shall cause Supplier Staff, not to use Comet Materials for any other purpose, and to cease such use and return to Comet or delete (at Comet's election) any Comet Materials upon expiration or termination of the Contract, the completion of the provision of the relevant Goods and Services, or anytime if so instructed by Comet.

(e) For the avoidance of doubt, both Parties remain entitled to use and dispose of any ideas, procedures and methods that are neither legally protected nor protectable.

15. Product Liability

At Comet's election, Comet or Supplier shall be responsible for any product recalls relating to the Goods and Services. Comet may request Supplier to support Comet with regard to such recalls. In any case, Supplier shall bear any and all costs arising out of or in connection with such recalls. If Comet nevertheless incurs any such costs, Supplier shall reimburse Comet for such costs.

16. Export Control

(a) Supplier shall continuously obtain information regarding national and international export control laws and regulations (the **Export Control Laws**) and shall notify Comet without delay if any such Export Control Laws apply to the Goods and Services, their provision to Comet and their intended use. Supplier shall comply with, and ensure that the Goods and Services, their provision to Comet and their intended use comply with, the applicable Export Control Laws and, upon request, shall disclose to Comet any and all relevant information in connection therewith.

(b) Supplier shall undertake any and all actions necessary to obtain any official permits or licenses required under applicable Export Control Laws for the Goods and Services, their provision to Comet and their intended use and provide any such permits and licenses to Comet.

(c) In any case, Supplier shall provide Comet with the following information on the packing list and (if applicable) the customs invoice: the country of origin, the corresponding export classification numbers including ECCN and the harmonized tariff codes for each delivery item. The information shall be provided at a level of detail that meets the requirements of any applicable Export Control Law, trade laws and regulations or customs laws and regulations.

17. Compliance and Business Ethics

(a) Supplier shall comply with any and all applicable laws and regulations, including (i) competition and antitrust laws, labor laws, laws and regulations regarding the protection of minors, the prohibition of human trafficking and the core conventions of the International Labour Organisation, the restrictions on the use of certain dangerous substances in electric and electronic devices (including EU Directive 2011/65/EU, RoHS Directive), the laws and regulations concerning the registration, evaluation, approval and restriction of chemicals (including Regulation (EC) No. 1907/2006, REACH) and laws and regulations prohibiting forgeries and for the protection of the environment and health; and (ii) all applicable anti-bribery and anti-corruption legislation, or laws pertaining to trade and financial sanctions, including those adopted by the United Nations, the European Union and the United States (the **Sanctions Laws**), and that it will not use the funds to be provided under the Contract for any activity

which is prohibited under any applicable Sanctions Laws or make available any funds received under this Contract to any person, entity or body which is designated in any applicable Sanctions Laws as the target of an asset freeze.

(b) Supplier shall comply with Comet's supplier code of conduct, available under https://comet.tech/en/investors/downloads, as may be amended from time to time, and such other codes and policies provided by or on behalf of Comet to Supplier from time to time.

18. Conflict Minerals

Supplier shall comply, and cause all Supplier Staff and its suppliers to comply with, and provide the Goods and Services in accordance with, all applicable laws and regulations on conflict minerals (including on cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or that originated in the Democratic Republic of Congo or an adjoining country or other minerals which qualify as conflict minerals under applicable laws and regulations (the **Conflict Minerals**)), including section 1502 of the Dodd Franc Act, REGULATION (EU) 2017/821 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas, and the Swiss Ordinance on Due Diligence and Transparency in relation to Minerals and Metals from Conflict-Affected Areas and Child Labor. If Supplier uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such Goods and Services, Supplier shall immediately notify Comet thereof in writing, which notice shall contain a written description of the use of the Conflict Minerals, including whether the Conflict Minerals appear in any amount in the Goods and Services (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. Supplier must be able to demonstrate that it undertook an appropriate country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin. Supplier shall (i) provide to Comet, upon Comet's request, information and documentation on Conflict Mineral smelters and refiners in the relevant supply chains and other information as reasonably requested by Comet; and (ii) adopt an appropriate Conflict Minerals policy and due diligence management system and require its suppliers to adopt such policies and management systems.

19. Confidentiality and Data Protection

(a) Supplier undertakes for itself and any Supplier Staff to (i) maintain strict confidence with respect to all information not generally known that it acquires from Comet or any of its affiliates or learns of in connection with the Contract and the performance thereof (the **Confidential Information**); (ii) not make Confidential Information available to third parties in whole or in part or permit third parties to access Confidential Information, unless and to the extent that the Contract expressly permits so; and (iii) not use Confidential Information for any other purpose than the performance of the Contract. If Supplier is ordered by a court or administrative order to disclose Confidential Information, it shall provide Comet with prompt written notice to enable Comet to oppose such disclosure request and provide reasonable support and assistance to Comet for such purpose. Any Confidential Information shall be and remain the exclusive property of Comet.

(b) Supplier undertakes for itself and any Supplier Staff to comply with all applicable data protection laws and regulations.

20. Audit and Information

(a) Comet, its internal and external auditors may once per calendar year (unless it is a follow-up audit or if there is another legitimate reason), and any competent public authority may at any time, subject to reasonable prior written notice, audit and verify Supplier's performance of its obligations under the Contract; and (ii) Supplier's operations, the documentation, the data and the systems used by Supplier for the performance of the Contract. Supplier will reasonably assist in such audit, and provide, subject to its right to maintain confidentiality relating

to matters unrelated to the Contract, any reasonably requested documentation and information. Such audits and verifications shall not unreasonably interfere with Supplier's business operations and be subject to Supplier's reasonable security and confidentiality requirements.

(b) Supplier shall notify Comet of any circumstances that may affect Comet's interest or that relate to the performance of the Contract. Comet may obtain any information about the status of performance by Supplier as requested by Comet from time to time.

21. General Provisions

(a) The Contract and any other documents referred to herein, constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and shall supersede all prior oral and written agreements or understandings of the Parties relating hereto.

(b) Neither Party shall assign the Contract or any rights or obligations hereunder, including by way of a business transfer (*Vermögensübertragung*) or demerger (*Abspaltung*), to any third party without the prior written consent of the other Party (not to be unreasonably withheld).

(c) Should any part or provision of the Contract be held to be invalid or unenforceable by any competent court or authority, the other provisions of the Contract shall remain valid. In this case, the Parties shall negotiate in good faith a substitute provision that best reflects the economic intentions of the Parties without being unenforceable and shall execute all agreements and documents required in this connection.

(d) All notices or other communications to be given under or in connection with the Contract shall be made in writing (which shall include electronic text form) and in English, and shall be delivered by hand, by registered mail (return receipt requested), by an internationally recognized courier or by e-mail to the addresses specified in the PO.

(e) Nothing in this Agreement shall constitute or be deemed to constitute Supplier (or any Supplier Staff) to be an employee or agent of Comet or a partnership or joint venture between Supplier and Comet. No person who is not a party to the Contract shall have any right under applicable laws or regulations regarding third party contractual rights to enforce any term of the Contract.

(f) The Contract may only be modified or amended in writing by a document signed by both Parties. Any provision contained in the Contract may only be waived by a document signed by the Party waiving such provision. No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under the Contract shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

22. Governing Law and Jurisdiction

(a) The Contract shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the principles of conflicts of laws thereof and the United Nations Convention on Contracts for the International Sale of Goods.

(b) The exclusive place of jurisdiction for any dispute, claim or controversy arising under, out of or in connection with or related to the Contract (or subsequent amendments thereof), including, without limitation, disputes, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination, shall be the city of Bern, Switzerland; provided, however, that Comet may bring claims against Supplier at any other venue having jurisdiction.