

Sales Terms and Conditions

This Agreement sets forth the general terms and conditions applicable to the purchase of products (the "Products") supplied by EXALOS AG, Wagistrasse 21, 8952 Schlieren, ("EXALOS") to a customer ("Customer") and any negotiation, exchange of information, delivery, services and support related to an actual or potential purchase of Products. Except where stated to the contrary, the term "in writing" shall mean by letter, facsimile or electronic mail and internet. EXALOS reserves the right, at any time, to modify, alter or update these terms and conditions.

1. Exclusive Terms and Conditions

- 1.1 Unless otherwise agreed upon by the parties in writing, this Agreement shall contain the full and exclusive agreement between the parties governing any orders for Products ("Orders") by the Customer, and any exchange of information or negotiation related to an actual or potential Order. Unless agreed upon in writing and duly signed by the Parties, no other terms and conditions shall be applicable, whether or not included by reference in any document and whether or not contested by the receiving party. Customer warrants that it shall not order any Products on behalf or on the account of any third party unless disclosed to EXALOS in or prior to such Order.

2 Confirmation of Orders

- 2.1 An Order shall be deemed accepted by EXALOS and a respective contract (each a "Contract") formed upon confirmation in writing by EXALOS of such Order. Unless differently agreed, until such confirmation, EXALOS shall not be bound by any of its offers, displays or price lists. Any terms and conditions and legally relevant declarations of the parties are only binding if agreed upon in writing.
- 2.2 No modification or cancellation of an Order by Customer shall be effective before confirmation in writing of such modification or cancellation by EXALOS. Notwithstanding such confirmation, Customer will pay the costs already incurred by EXALOS and accept any price modifications due to a different size or specification of such Order.

3 Product and Process Information; Confidentiality

- 3.1 All information, data, drafts, drawings, price lists, technical documents, and samples provided or disclosed by EXALOS in connection with the Products and any manufacturing processes (the "Information"), such as size, weight, processing or performance data, are not binding, unless otherwise agreed upon in writing.
- 3.2 All Information provided or disclosed by EXALOS with respect to the Products shall remain the exclusive property of EXALOS, to be returned upon notice, and shall be held confidential during a period of five years after receipt. During this period, Customer shall refrain from disclosing such Information to any third party without authorization in writing and duly signed by EXALOS. This Agreement shall not restrict disclosure or use of Information that is (i) known to the receiving party without any obligation of confidentiality when received; or (ii) obtained from a third party otherwise than as a result of the breach of any legal or contractual obligations by such third party or by the receiving party; or (iii) independently developed by the receiving party without awareness of, reference to or reliance upon the Information; or (iv) generally known to the public when received, or, thereafter, becomes generally known to the public through no breach of any legal or contractual obligation by the Customer.
- 3.3 Any intellectual property rights related to the Products and the Information shall remain the exclusive property of EXALOS. Neither this Agreement nor any Products or Information provided hereunder shall be construed as granting any right or license under any copyright, invention, know-how or patent owned or controlled by EXALOS.
- 3.4 The Products and all Information shall not, without the consent in writing of EXALOS, be used for any other purpose than that for which they were supplied or disclosed. They may not, without the consent in writing of EXALOS, be copied, reproduced, reverse-engineered, decompiled, disassembled or disclosed to a third party.
- 3.5 The Customer shall not remove any corporate name, trademark or notice of confidentiality from any Product or from any Information.

4. Delivery, Passing of Risk

- 4.1 Unless otherwise agreed upon in writing, delivery and all prices shall be deemed to be net ex works excluding VAT. Packing, transport, customs, insurance, taxes and any other additional costs and duties shall be paid by Customer. Partial delivery and billing shall be permitted.
- 4.2 The risk shall pass to the Customer when the Products leave the works and in any case no later than when the Products are handed over to the first carrier. If dispatch is delayed at the request of Customer or due to reasons beyond EXALOS's control, the risk shall pass to Customer at the time originally foreseen for their leaving the works. Particular agreements on shipping and insurance costs shall not affect the passing of risk according to this provision.

5. Time of Delivery, Delay, Force Majeure

- 5.1 EXALOS will not be responsible for delivery delays, if such failure is attributable to due to reasons beyond its control, including in particular force majeure. Force majeure is considered any act or fact, independent from the will of the Parties, interfering with the performance of the contract such as epidemics, war, riots, strikes, boycotts, picketing, lock-outs, breakdowns, accidents, labour conflicts, delayed or deficient delivery of necessary raw materials, or of semi-manufactured or of manufactured products, actions of any kind taken by authorities, transport difficulties or catastrophes, etc.
If delivery is delayed due to a force majeure case, time for delivery shall be reasonably extended. If the hindrance lasts longer than 8 weeks and the end of a hindrance cannot be reasonably anticipated each party will be entitled to cancel the relevant Contract or Order.
- 5.2 In case of delay falling into EXALOS's responsibility, Customer shall, by notice in writing, extend the time of delivery for a reasonable period. If Products ordered are still not delivered within such additional period, Customer may cancel the relevant Contract or Order. Any partial delivery prior to such additional period shall have to be accepted and paid.
- 5.3 Delay in delivery or non-delivery, shall not entitle Customer to any remedies, rights or claims other than those stipulated in this Section 5. In particular, Customer shall have no claim for damages or indemnification whatsoever from EXALOS.

6. Limited Warranty

- 6.1. EXALOS warrants conformity of its Products with the specifications agreed in the Contract, and the absence of defects in materials and workmanship for a period of 12 months from the receipt of Products by customer. Customer shall notify EXALOS in writing of any defect or deficiency as compared to the Specifications (the "Defects") within 8 days after appearance or detection. If no Defects are notified within such time period or if Products are modified or transformed, the Products are deemed accepted and free of any Defects. The Limited Warranty can be extended to 24 months for a 20% premium on the unit price.
- 6.2. Upon receipt of notice according to Subsection 6.1., EXALOS shall, at its own choice, repair the Defects or replace the Defective Products upon return of the Defective Products, at its own cost. EXALOS shall further not be liable to Customer for any claim whatsoever, except as expressly set forth herein, regardless of how such claims are legally construed, such as but not limited to incidental and consequential damages, reduction of purchase price, and/or rescission of the contract. In no event shall EXALOS be liable for claims related to damages which have not occurred on the delivered products, in particular loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages.
- 6.3. THIS WARRANTY DOES NOT COVER ANY DEFECTS RESULTING FROM IMPROPER HANDLING, TESTING, OPERATION OR INSTALLATION OF THE PRODUCTS.
- 6.4. IF THERE IS DEFECT FOUND WHEN THE PRODUCT IS RETURNED OR IF THE DEFECT RESULTED FROM IMPROPER HANDLING, TESTING, OPERATION OR INSTALLATION OF THE PRODUCTS BY THE CUSTOMER, THE CUSTOMER WILL BE INVOICED A \$200 PROCESSING FEE PER DEVICE..

7. Payment

- 7.1. Unless otherwise agreed upon in writing, the purchase price shall be paid within 30 days of the date of the invoice. No set-off shall be possible for counterclaims, unless expressly accepted by EXALOS in writing.
- 7.2. Whatever the means of payment used, payment shall not be deemed to have been effected before EXALOS's account has been fully and irrevocably credited.
- 7.3. In the event that after the conclusion of a Contract information comes to EXALOS's attention which severely affects the creditworthiness of Customer, or if the performance of any of Customer's obligations is delayed, EXALOS may withhold performance and request advance payment or request the payment to be secured.
- 7.4. If Customer fails to make a payment when due, it shall be liable, without reminder, for interest from the date on which the payment was due at a rate depending on the bank rates prevailing at Customer's domicile, but not less than 5% per year.

8. Retention of Title

- 8.1. The Products shall remain the property of EXALOS until paid for in full to the extent that such retention of title is valid under applicable law. Customer shall assist in taking any measures necessary to protect EXALOS's title to the Products in the country concerned.
- 8.2. Customer shall not transfer, pledge or otherwise dispose of any Products which are not paid for in full.

9. Regulations concerning Purchase, Import, Export or Use of Products

- 9.1. Customer is aware that the purchase, import, export, resale and/or use of any Products may presently or in the future be restricted by the laws and regulations of the country of origin, the country of destination, third countries or by international law. EXALOS cannot guarantee that Customer's purchase, use or applications of Products are or remain in compliance with such laws and regulations. Customer undertakes to use its best efforts to comply with such laws and regulations. Customers shall not without the prior consent in writing and duly signed by EXALOS resell any Product, whether separately or as a part of any other product to any third party.

10. Limitation of Liability and Indemnity

- 10.1. EXALOS shall not be liable for any damage caused by the Products after delivery nor for any damage by products of which the Products form a part. Except if EXALOS has been found guilty of unlawful intent or gross negligence, customer shall hold harmless, defend and indemnify EXALOS against any third party claim with respect to such actual or alleged damage and with respect to any claim brought against EXALOS based on the violation of any of the laws and regulations referred to in Section 10 by Customer.
- 10.2. ALL CASES OF BREACH OF CONTRACT AND ALL REMEDIES, RIGHTS AND CLAIMS ON THE PART OF CUSTOMER, IRRESPECTIVE OF THE GROUNDS ON WHICH THEY MAY BE BASED, ARE EXHAUSTIVELY COVERED BY THIS AGREEMENT. ANY CLAIMS NOT EXPRESSLY MENTIONED, FOR DAMAGES, INTEREST, REDUCTION OF PRICE, TERMINATION OR OTHERWISE ARE EXCLUDED. IN NO EVENT SHALL EXALOS BE LIABLE FOR ANY LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, LOSS OF CONTRACTS OR FOR ANY OTHER CONSEQUENTIAL OR INDIRECT DAMAGE WHATSOEVER. THE LIABILITY OF EXALOS UNDER THIS AGREEMENT AND ANY CONTRACT HEREUNDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE RESPECTIVE PRODUCTS.

11. Severability

- 11.1. In the event that any provision of this Agreement should be invalid or unenforceable, this shall not affect the validity or enforceability of the remainder of this Agreement. Invalid or unenforceable provisions shall be construed or replaced in such a way as most closely reflects the purpose of the invalid or unenforceable provisions.

12. Applicable Law and Jurisdiction

- 12.1. THIS AGREEMENT AND ANY RESPECTIVE ORDERS OR CONTRACTS SHALL BE GOVERNED BY THE LAWS OF SWITZERLAND TO THE EXCLUSION OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. ANY DISPUTES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND ANY CONTRACT HEREUNDER SHALL BE SUBMITTED TO THE JURISDICTION OF THE COURTS OF CANTON ZURICH, SWITZERLAND.