

General Terms and Conditions (GTC) for Products and Services of naneos particle solutions gmbh (naneos)

1. Scope

This agreement defines general terms and conditions which apply to all purchases of goods or services from **naneos**. These terms and conditions have priority over all other terms, including **buyer's** purchase order terms, and may only be waived or amended by a document signed by representatives of both **naneos** and **buyer**.

2. Purchase orders

naneos has no obligation with respect to any purchase order until it is accepted by **naneos**. **naneos** quotes are based on current availability of materials and manufacturing capacity. If material availability of manufacturing capacity changes by the time a purchase order is placed, **naneos** has the right to change the lead time when accepting the purchase order.

3. Taxes and export charges

Prices quoted are exclusive of all sales, excise, value-added, use, and property (ad valorem) taxes and all customs and export charges, which are the responsibility of **buyer**. These will be added to the invoice and paid by **buyer**.

4. Shipment

naneos will provide at the expense of **buyer** standard commercial packaging to identify and protect products during shipment. In the absence of specific shipping instructions, **naneos** will ship by the method it deems most advantageous. Transport charges will be collected on delivery, or, if prepaid, will be invoiced to **buyer**. If **buyer** wishes transport insurance, **naneos** will obtain insurance and either invoice **buyer** or have insurance charges collected on delivery.

5. Delivery and Force majeure

naneos will use reasonable commercial efforts to deliver products to **buyer** on the delivery dates set forth in the quote. Delivery will be made F.O.B. **naneos'** plant, Windisch, Switzerland. Title to such products shall pass to **buyer** upon delivery of the products by **naneos** to carrier. **Buyer** assumes all risk of loss or damage to the products after delivery to the carrier and during shipment, and shall file any damage claim forms required by the carrier or insurer. Shipping dates for the products are approximate, and the failure to perform shall not be considered a breach by **naneos**. Performance of **naneos** will be excused without liability during any period that performance is prevented or delayed by causes beyond the reasonable control of **naneos**.

6. Terms of payment, security interest, bankruptcy

All payments after credit approval are due net thirty (30) days after the original product shipment date. Past due payments will accrue interest at the rate of 1.5% per month until paid. If invoices are not paid within sixty (60) days of invoice date, **naneos** may suspend shipment of any further goods ordered by **buyer**.

7. Intellectual property

naneos retains all copyright, patent, ownership of software, and other proprietary rights in the products.

8. Limited warranty

naneos warrants that the products comply with applicable product specifications and that the products will operate properly under proper use and under normal conditions without defects in material and workmanship that prevent such operation for a period of one year from date of delivery to **buyer**.

Defective goods may be returned freight prepaid after obtaining a customer return order number from **naneos**. If after testing and inspection any such returned product is determined by **naneos** to be defective, **naneos** shall promptly repair or replace the product and return it to **buyer** freight prepaid. Goods or parts that have been subject to any

misuse or accident are not covered by warranty. **Buyer** has no other remedy for breach of warranty or failure to meet product specifications.

9. No additional warranties

This warranty is the only warranty made by **naneos** with respect to the products delivered hereunder. No warranty is made with respect to custom equipment or goods produced to **buyer's** specifications except as specifically stated in writing by **naneos** in the contract for such custom goods. **naneos** disclaims all other express or implied warranties, including any warranty for non-infringement, merchantability, or fitness for a particular purpose. To the extent an implied warranty cannot be excluded, it is limited in duration to the warranty period.

10. Limitation of liability

naneos shall not be liable for injury to any property other than the products, including third-party claims, and shall be limited to the refund of the purchase price. In no event shall **naneos** be liable for any consequential or incidental damages. **Buyer** shall defend and indemnify **naneos** against any claims that are based upon any subsequent resale of the products by customer or upon any sale by customer of its goods that contain **naneos** products.

11. Limitation of liability for customer-owned parts

naneos shall not be liable for injury to any customer-owned property delivered to **naneos** unless specifically agreed in writing, and shall be limited to the refund of the purchase price. Customer must carry business insurance on all customer-owned material sent to **naneos**. In no event shall **naneos** be liable for any consequential or incidental damages. **Buyer** shall defend and indemnify **naneos** against any claims that are based upon any sale by customer of any of its goods that contain **naneos'** products.

12. Cancellation

This agreement may be canceled by **buyer** only upon the payment of reasonable cancellation charges, which will include expenses already incurred for labor and material costs, overhead, commitments made by **naneos**, and a reasonable profit.

13. Intellectual property infringement defense and indemnities

naneos shall defend and indemnify **buyer**, with **Buyer's** cooperation, against any claims that the manufacture or sale of the **naneos** product or that ordinary use of **naneos'** product constitutes an infringement of a patent or Trademark. **Buyer** shall defend and indemnify **naneos** against any claims that manufacture or sale of products manufactured to **Buyer's** specifications constitutes an infringement of any patents or trademarks. This agreement states **naneos'** entire liability and obligation with respect to intellectual property claims.

14. Entire Agreement

The terms and conditions set forth herein constitute the entire agreement between **naneos** and **buyer** and supersede any other agreements or offers including any purchase order of **buyer**. **naneos'** acceptance of any **buyer** purchase order is expressly conditioned on **buyer's** assent to the agreement. This agreement may not be modified or interpreted by any trade usage or prior course of dealing not expressly made part of this agreement. **Buyer** hereby acknowledges that it has not entered into this agreement in reliance upon any warranty or representation unless specifically set forth herein.

15. Applicable law

This agreement, and any disagreement arising thereof, will be governed by the laws of Switzerland, with exclusive jurisdiction and venue in the courts of Aarau, Kanton Aargau, Switzerland. **Buyer** shall bring action relating to any dispute **buyer** may have hereunder within one (1) year of the accrual of such dispute.