

## General Terms and Conditions of Business

### 01 Validity

These General Terms and Conditions of Business regulate all business relations between Kolb Distribution Ltd. or Dr. W. Kolb Nederland B.V. or Kolb Distribution B.V. (all hereinafter referred to as "Kolb") and the Customer. They form an integral part of the contractual relationship once the customer has been notified and the contract has been concluded and are applicable thereafter to each contract that is concluded. Any other terms of business are not recognised unless Kolb has approved them in writing. These General Terms and Conditions of Business remain valid even if Kolb fulfils the Customer's order without reservation despite being aware of the Customer's varying terms of business. Should individual provisions of these General Terms of Business be or become invalid or contain a loophole, the obligations imposed by the remaining provisions shall not be affected. Invalid sections shall be replaced with valid provisions that correspond as closely as possible to the legal and economic purpose of the invalid provision. The same procedure shall be followed if loopholes are found to exist in the contract.

### 02 Quotation, order and conclusion of the contract

Any quotations made by Kolb as well as any information on price, quality, delivery date and availability are non-binding unless otherwise agreed. A binding quotation is valid for 30 (thirty) days unless otherwise agreed. A contract is deemed to have been concluded when Kolb confirms the Customer's order in writing or fulfils the order.

### 03 Delivery/fulfilment of the contract

Any quotation and confirmation from Kolb shall specify the scope and details of the delivery of goods. The particular size and weight of the delivery shall conform to the sizes and weights determined by Kolb and stated in the delivery documentation. The goods are deemed to be in accordance with the contract provided that the maximum negative difference is no greater than 1.5 % for a nominal filling weight of 1-15 kg and no greater than 1 % for a nominal filling weight of more than 15 kg. Any delivery shall be made at the Customer's expense and to the Customer's address unless a special place of delivery is agreed upon by both parties or arises due to the nature of the transaction. Partial deliveries shall be made unless otherwise agreed. Delivery dates shall only be binding if they have been agreed in writing. If Kolb is unable to meet these dates, it must inform the Customer without delay and has the right to be granted an appropriate grace period. Compensation for any late delivery is excluded.

### 04 Technical material

The Customer and Kolb may agree on the delivery of technical instruments, equipment or spare parts (jointly referred to as 'technical material'). Technical material shall be installed by Kolb, if agreed. Delivery and/or installation shall be carried out in compliance with the instructions of the manufacturer. Ownership of technical material shall be transferred to the Customer unless otherwise agreed. The use and risk shall be transferred to the Customer when the delivery is made. The operation and monitoring shall be the responsibility of the Customer at all times. The Customer shall acknowledge that a system can only operate properly if no modification is made to the technical material and installation, it is not used or handled in an inappropriate manner or used contrary to the manufacturer's instructions. It can also only operate properly when using products recommended, when safety data sheets and product information are followed and when the recommended maintenance work is performed.

### 05 Supporting advice

Supporting advice on the use and application of the goods and/or technical material, which is made available by Kolb, together with sales advice, are provided with due care. However, advice does not release the Customer from its responsibility to have the goods and/or technical material examined by an expert with regard to their suitability for the intended application.

### 06 Payment

Invoices shall be paid in full within the terms stated. Discounts may not be deducted unless this has been expressly agreed. The terms of payment shall be 30 (thirty) days from the date of invoice unless otherwise agreed. Should the Customer not meet the payment deadline he is deemed to be in arrears, irrespective of any reminder, and must pay interest on these arrears amounting to 4 (four) percent above the prevailing discount rate of the National Bank of Switzerland, subject to a minimum of 5 (five) percent per annum. In the event that the customer defaults on the payment, Kolb has the right to withdraw from the contract without further notice and to demand compensation. Payment shall be made by bank transfer. Payment is deemed to be made when the amount has been credited to Kolb's bank account in full and irrevocably. Cheques and bills of exchange shall not be accepted as means of payment.

### 07 Warranty

The Customer is obliged to examine the delivered goods without delay and to report any defects in writing within 5 (five) days of receipt. Hidden defects should be reported in writing within 5 (five) days of their detection, at the latest, however, no later than 6 (six) months following receipt of the goods. Should the Customer not make such a report, or fail to do so within the time limits prescribed above, the delivered goods shall be considered free of any defects and approved in all their functions. In the case that complaints against goods have been lodged in good time, these goods should be rejected and shall be replaced by Kolb (replacement delivery). Further claims by the Customer arising from the statutory warranty (e.g. reduction, rescission) shall be rejected, where legally permissible. Rejected goods may only be returned with the express consent of Kolb. Kolb shall not assume any warranty or liability for the performance of goods, technical material and installations used for their intended purpose or function. In the case of technical material and installations, the warranty shall be given by the manufacturer or any subcontractors who may have been engaged and shall be dependent on their instructions. Kolb shall accept no responsibility for the operation and monitoring of technical material and installations. In the event of failure to comply with the law, the contract, these General Terms and Conditions of Business or the separate conditions, recommendations and directives referred to therein, all warranty and liability on the part of Kolb shall cease to apply.

### 08 Liability

The Customer shall have no claim to compensation apart from in the event of intent and gross negligence on the part of Kolb.

### 09 Data protection

The Customer shall agree to the processing, storage and use of any of his personal data that is required for the fulfillment of an order.

### 10 Retention of title

Goods that have been purchased by the Customer shall remain the property of Kolb even after delivery until payment has been made in full. If requested, the Customer shall undertake to support Kolb in all actions to protect the ownership (e.g. an entry in the retention of title register). The Customer is obliged to inform Kolb without delay in the event of seizure of any other form of confiscation by a third party.

### 11 Applicable law/place of jurisdiction

Swiss law shall apply exclusively to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods 1980 and Swiss Private International Law. The place of jurisdiction is Zurich/Switzerland; Kolb is, however, also entitled to bring a claim against the Customer at its registered office or place of business.