

General Sales Conditions of APEPTICO ("GSC")

I. Scope and General Provisions

Unless expressly agreed otherwise in written by the parties, all sales of products by APEPTICO Forschung und Entwicklung GmbH as well as any of its Affiliates ("APEPTICO") to its customer(s) ("Purchaser") are exclusively governed by these General Sales Conditions ("GSC").

1. APEPTICO is entitled to unilaterally and at any time modify these GSC with legally binding effect for both parties. The in each case current version of APEPTICO's GSC is published at APEPTICO's homepage (www.aeptico.com).
2. Any provision that is in contradiction with the GSC shall only be valid and prevail over the GSC if it is expressly agreed so in written by the parties.

II. Offer, Purchase Order, Confirmation and Contract

3. APEPTICO's offer are non-binding and revocable.
4. Offers, purchase orders or acceptances of the Purchaser shall be issued in writing, by fax or e-mail ("Purchase Order") and shall be legally binding for the Purchaser for a period of 90 days, starting from *the day on which APEPTICO received the Purchase Order*.
5. With APEPTICO's confirmation of the Purchase Order in writing, by fax or e-mail, the parties have concluded a contract, which has legally binding effect for both parties ("Contract").

III. Delivery

6. Unless expressly agreed otherwise in written by the parties the delivery of the Product is subject to the rule EXW (Ex Works) (APEPTICO's premises: Mariahilfer Strasse 136 Top 1.15, 1150 Vienna), Incoterms, 2010. Accordingly APEPTICO delivers when it places the products at the disposal of the Purchaser at his premises, not loaded on any collecting vehicle, on the agreed date or within the agreed period. APEPTICO has no obligation to the purchaser to make a contract of carriage, not to make a contract of insurance. The Purchaser bears all risks of loss of or damage to the products from the time they have been delivered as set out herein
7. APEPTICO is entitled to make partial delivery/ies within a Contract.
8. All confirmations and information given by APEPTICO regarding time and date of delivery are deemed to be estimates only and do not entitle the Purchaser to rescind the Contract nor to claim for any damages or any other payment, unless expressly agreed otherwise in written between the parties.
9. If exceptionally legally binding delivery times have been agreed by the parties, then they shall start at the earliest when the Contract has been concluded and the Purchaser has fulfilled all its advance services, if any (e.g. documents, information, payments). Further APEPTICO's delay in delivery is subject to Purchaser's formal notice. In any case APEPTICO's liability for damages caused by APEPTICO's delay in delivery is confined to gross negligence and wilful misconduct. In addition APEPTICO's indemnity shall per Contract be limited to an amount of maximum 0.5% of the Product Price of the respective Contract per completed week of delay and to an amount of maximum 5% of the Product Price of the respective Contract in total.

IV. Product Price

10. Unless expressly agreed otherwise in written by the parties, the price for the products shall be as indicated in the price list of APEPTICO that is applicable when the respective Purchase Order is issued ("Product Price"). All Product Prices are net prices. In addition, all expenses and costs in relation to the sale and delivery of the products (e.g. VAT, transport, packaging, customs duties, insurance) ("Costs"), if any, will be borne by and invoiced to the Purchaser.
11. The Product Price is based on the production-, material-, personal- and other enterprise costs as of the date of the Purchaser Order. Any increase of these costs, if any, during the delivery period, shall entitle APEPTICO to increase the Product Price accordingly.

V. Conditions of Payment

12. Unless expressly agreed otherwise in written by the parties, the Product Price and Costs ("Total Costs") shall be invoiced as follows:
 - 90% of the Total Costs as of the date of APEPTICO's Order confirmation, and
 - 10% of the Total Costs (respectively the part of the Total Costs that hasn't been paid so far) as of the date of the delivery of the product.
13. All invoices are due for payment within 30 days from the date of the invoice. Payment must be made in EUR.

VI. Purchaser's default (payment or delivery pick up)

14. If the Purchaser does not comply with its payment obligation, the Purchaser gets into default without formal notice. In case of such default, subject to any further rights provided by the law, the Purchaser is obliged to pay to APEPTICO default interests in the amount of 5 % p.a. and to pay all costs for debt collection, including, without limitation, the costs for formal notices and the costs for legal assistance, as well as to withdraw any rebates or similar advantages granted to the Purchaser, if any.
15. If the Purchaser does not comply with its obligation to take delivery of the product, the Purchaser gets into default without any formal notice. In case of such default, subject to any further rights provided by the law, APEPTICO is entitled to, at its sole discretion and at the Purchaser's risk of loss or of damages and costs, keep the products stored at its premises or entrust a third party with their storage. The costs for the storage will amount for each started week of not taking delivery to at least 0.5% of the Product Price of the stored product.
16. In case of Purchaser's default in payments or taking delivery, APEPTICO may in addition rescind the respective or any other Contract concluded with the Purchaser. Further, any pending payments for other contract(s) with the Purchaser become immediately due, even if the default is not related to the respective Contract.

VII. Duty of Examination and Acceptance of the Products

17. The Purchaser shall immediately examine the products upon their receipt and shall immediately notify to APEPTICO in writing and details any defects for which he assumes that APEPTICO must warrant.
18. The products are deemed to be accepted by the Purchaser if no defect has been notified in accordance with the article 18 or, in case of non-recognisable defects, the defect has not been notified immediately upon its discovery.
19. If the product has been accepted by the Purchaser the warranty of APEPTICO for defective products ceases to exist, but in any case latest at the end of one year after the delivery of the products.

VIII. Warranty

20. APEPTICO only warrants that the products comply with the express representations given by APEPTICO, if any, as well as that the product has no physical or legal defect which eliminate or substantially reduce its value or its fitness for the intended use as communicated by APEPTICO.
21. APEPTICO only warrants for such defects that have already existed at the time when the risk of loss or damages has passed to the Purchaser (see article 7 delivery).
22. In case of defective products APEPTICO warrants to - at its choice - either provide the Purchaser with a replacement or with subsequent reconditioning of the defective product. The Purchaser shall cover all costs related to such replacement or reconditioning, e.g. costs of transportation of the Products, insurance costs, travelling/transport expenses, fees, taxes, if any.
23. This warranty is subject to the Purchaser's fulfilment of all contractual obligations, in particular the articles 18ff. herein.
24. Within the limits of the mandatory laws, any other warranty, e.g. reduction of the Product Price, rescission of the Contract or compensation of direct or indirect damages is expressly excluded.

The provisions under this heading apply to all claims for delivery of defective products, irrespective of the legal basis on which the claim is based.

ix. Limitation of Liability

- 25. Unless expressly stated otherwise in these GSC, APEPTICO's liability towards the Purchaser is confined to cases of intent and gross negligence.
- 26. Any liability of APEPTICO is subject to the Purchaser having accordingly fulfilled the obligations as set out in article 18ff.
- 27. APEPTICO's liability is in any case limited to the value of the products on which the Purchaser's claim is based.
- 28. Force Majeure: APEPTICO is not liable to the Purchaser for any inability to perform any obligation under a Contract due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosions, riots, strikes, labour disputes, transportation embargoes or delays, shortages of materials or machinery, acts of the government ("Force Majeure"). In addition APEPTICO is entitled to rescind any Contract which is affected by the event of Force Majeure.
- 29. The liability of APEPTICO for auxiliary persons is excluded.

x. Retention of Property

- 30. The property on the products will be transferred to the Purchaser when APEPTICO has received the full payment (e.g. Product Price and any costs) in relation of the sale and delivery of the product.
- 31. APEPTICO is entitled to ask for registration of a retention of property. The Purchaser is, upon APEPTICO's request, obliged to assist APEPTICO in the process of registration.

xi. Settlement

- 32. The Purchaser may settle claims of APEPTICO only with its claims against APEPTICO that are undisputed or have been approved by final judgment. Claims of APEPTICO against the Purchaser may be settled with Purchaser's claims against APEPTICO pursuant to the applicable laws.

xii. Jurisdiction/ Governing Law

- 33. All disputes arising out of or in relation to the Contract, the Purchase Order and/or these GSC shall be submitted to the **exclusive jurisdiction of the Courts in Basel, Switzerland**.
- 34. The Purchase Order, Contract and/or these GSC are governed by Swiss Law. The U.N. Sales Convention does not apply.

September 2016