

**1. Definition of Terms:** The following terms and conditions apply to (i) every quotation of ChromaCon; (ii) every order received by ChromaCon from a customer and (iii) every delivery of a ChromaCon system to customer by ChromaCon. This holds as well in case of contradictory buying conditions of customer. Exceptions are only valid when confirmed by ChromaCon in writing. Purchase orders are only binding if confirmed by ChromaCon in writing.

**2. Payment for Purchased Systems:** Pre-payments according to the quotation will be invoiced upon confirmed purchase orders. The full balance will be invoiced upon successful installation of the purchased system. Payments without deductions shall be made by the customer within 30 days after receipt of the invoices. Deductions are not allowed. All bank and transfer fees must be paid by the customer. Payments are due irrespective of an eventual notice of defect. In case of overdue payments, interest on arrears of 12% per year on the invoiced amount are due without need for a reminder by ChromaCon. The ChromaCon system needs to be activated to be usable after some time by a code that ChromaCon or its distributor will send to the customer after the final payment has been received. The ownership of the ChromaCon system shall fully remain with ChromaCon until payment in full for all claims of ChromaCon resulting from the business relation is received.

**3. Delivery:** Delivery dates are not binding unless expressly stated in the confirmation of a purchase order sent by ChromaCon to customer as binding dates. Delay in delivery requires a written reminder and an adequate additional grace period set by the customer.

**4. Shipping & Insurance:** Delivery is made either CIP or DAP (Incoterms 2020) as specified in the quotation. For order quantities of net amount < CHF 1000, ChromaCon shall be entitled to add a minimum quantity surcharge of CHF 100.

**5. After Sales Services:** The system basically does not need after-sales services for routine checkups. The external variable UV wavelength detectors need deuterium lamp replacement, which can be done easily as the detectors are external. Wear parts such as pump and valve seals may have to be exchanged and suitable training will be provided to change the wear parts. IQ/OQ system checks can be done automatically, and the customer will be trained to perform these with the ChromIQ software. For more extensive repairs ChromaCon operates with technical hub companies that can repair the systems locally and will quote their services separately.

**6. License Grant for ChromaCon System:** Contichrom equipment and CaptureSMB, AutomAb, MCSGP, AutoPeak, N-Rich, Flow2, Batch, Integrated Batch processes and software are subject to intellectual property provisions such as, but not limited to, confidential know how, trade secrets, trade names and patent rights owned or licensed-in by ChromaCon ("**ChromaCon IP Rights**"). By the purchase of ChromaCon system according to the quotation, ChromaCon grants to customer a non-exclusive, royalty-free license under ChromaCon IP Rights **for internal research & development activities only**. This license is a single-use license and is not transferable to another legal entity. This license is only valid if the full purchase amount has been paid by customer and received by ChromaCon. Any use of the ChromaCon system for commercial purposes requires a separate license and a separate agreement between customer and ChromaCon. The system is not designed to be used with contagious materials and/or radioactive materials.

**7. License for ChromIQ® Operating Software:** ChromaCon grants the customer a non-exclusive, royalty-free license to use one copy of the proprietary ChromIQ operating software for operating the purchased ChromaCon system. For each ChromaCon system, a laptop is provided with the ChromIQ software pre-installed. That computer is the "Licensed Computer" and used for control of the Contichrom hardware. A second copy may be installed on a second computer ("Evaluation Computer") for the purpose of evaluation of data generated by the licensed computer. The Customer may not use the software on any other computers other than the licensed computer and the evaluation computer. For clarity, the software is licensed, not sold, to the customer. The ChromIQ operating software consists of automated applications ("Wizards") that are an integral part of the operating system and should be used for the design of experiments. The Expert Mode is for trouble shooting purposes only. The system will operate safely only if the automated applications ("Wizards") are used. Operating the system using Expert Mode is without any warranty. The customer must comply with any technical limitations in the software that only allow customer to use it in certain ways. Customer shall, without any limitation, not (i) work around any technical limitations in the software; (ii) reverse engineer, decompile or disassemble the software; (iii) make more than 1 copy of the software; and/or (iv) publish the software for others to copy; rent, lease or lend the software. LICENSE WILL NOT BE ACTIVATED AND THE SOFTWARE WILL NOT BE FUNCTIONAL UNLESS THE FULL PURCHASE PRICE HAS BEEN PAID. The software contains third party programs from National Instruments. The license terms for those programs apply to the customer's use of them and they are available from the National Instruments website.

**8. Warranty and Damages:** The customer must inspect the ChromaCon system delivered immediately and shall immediately give written notification of any defects to ChromaCon. The complaint must be made within three (3) working days in case of visible defects or losses, and in case of non-obvious defects within 10 working days after installation. The warranty for purchased systems is limited to one year, excluding glass breakage, damages due to stoppage and consumable or wear materials such as sealings, light bulbs, columns, bushings, gaskets and valves. ChromaCon's liability shall be restricted to the replacement of defective material or repair only. Transportation costs are borne by the customer. In case of a final failure of replacement or repair, the customer may demand a reduction in price or cancellation of the contract with respect to the defective material. The liability of ChromaCon shall be restricted to intentional acts and acts of gross negligence. Any compensation shall only be due for direct, foreseeable damage. Liability according to the stipulations of the Swiss law on product liability remains unaffected.

**9. Cancellation fee:** All purchase orders are subject to a cancellation fee if cancelled by customer after customer's receipt of ChromaCon's confirmation. The cancellation fee is equivalent to 30%, 50% or rather 70% of the total purchase price for purchased systems, if customer cancels 40, 20 or rather 10 days prior to the confirmed delivery date.

**10. Third Party Rights:** ChromaCon shall not be liable for the infringement of any third party rights by customer's use of the delivered ChromaCon system including the ChromIQ® operating software. ChromaCon confirms that it does not have any actual knowledge at the time of delivery that third party rights are actually infringed by the use of the ChromaCon system. The customer is fully responsible for the products manufactured with ChromaCon system.

**11. Export:** The ChromaCon system including the ChromIQ® operating software and all other instruments and products delivered by ChromaCon shall not be exported from the country to which they were delivered without prior written permission from ChromaCon.

**12. Order Processing through Third Party:** The use of any third party for order processing by the customer is subject to written consent of ChromaCon prior to order. In such case, ChromaCon reserves the right to add an administrative fee for the involvement of the third party by customer on top of the purchase price.

**13. Governing Law and Court of Jurisdiction:** Any dispute, controversy or claim arising out of any quotation, purchase order or this Terms and Conditions, or the interpretation, application, breach, termination or validity thereof, shall exclusively be resolved through the courts of Zurich, Switzerland by applying exclusively the laws of Switzerland, without regard to the conflicts of law provisions and excluding the UN-Convention on the International Sale of Goods (CISG). ChromaCon reserves the right to sue the customer at its principal place of business.

**Address:** ChromaCon AG, Technoparkstr. 1, 8005 Zurich, Switzerland.