

Terms and Conditions

General

The following sets forth the Standard Terms and Conditions which shall control all purchases from Zurich Instruments AG, CH-8005 Zurich, Switzerland, also named Seller. These Terms and Conditions have priority over all other terms, including Buyer's Purchase Order Terms, and may only be waived or amended by written agreement between authorized representatives of Seller and Buyer. They shall also apply to all future relations between the parties, even if not agreed upon expressly. If with an inquiry or order, other Customer's conditions are made known, these are hereby not recognized.

Quotations and Acceptance

The quotations of Zurich Instruments AG are valid for 30 days from the day of issuing if no other term is shown. All offers are without obligation, that is, the Seller reserves the right of acceptance or refusal on the basis of the offer. Orders are legally validated by written Confirmation, whose content is solely definitive for the contractual relationship. Telephone or oral agreements and arrangements with Seller representatives require written confirmation for legal validity.

Zurich Instruments AG has no obligation with respect to any Purchase Order until it is accepted. Zurich Instruments AG has the right to accept Purchase Orders in whole or in part. Zurich Instruments AG quotes are based on current availability of materials and manufacturing capacity. If such material availability or manufacturing capacity changes by the time a Purchase Order is placed, Zurich Instruments AG has the right to change the lead time when accepting the Purchase Order.

Taxes and Export Charges

All Prices 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 unless stated otherwise

Items are shipped under DAP, DDP or EXW conditions (INCOTERMS[®] 2010). Customers should inform themselves of the costs and risks associated with each of these terms.

Delivery

Our delivery time notifications are made from best estimates, under consideration of, respectively, the Delivery situation and production capacities, and are approximate only. Insofar as deliveries are not necessarily ex stock, delivery periods must be individually agreed, whereby the written Confirmation is decisive.

Force Majeure

Delay in Delivery through circumstances beyond the control of the Zurich Instruments AG, such as strike, fire, raw materials shortages or other operational disruption, which render the processing of accepted orders impossible or significantly hindered, entitle Zurich Instruments AG to extend the delivery period by the duration of the delay. A delay in delivery does not entitle the Buyer to refuse acceptance of the goods, to withdraw from the contract and/or to claim any form of compensation. Zurich Instruments AG is entitled to effect part deliveries and to invoice for these separately.

Payment Conditions

Unless otherwise agreed in writing and in advance by Zurich Instruments AG, all invoices are payable within thirty (30) days of the date of invoice, and in the currency of the invoice, deposited on the appropriate bank account of Zurich Instruments AG. Payment of invoices into a Zurich Instruments AG bank account with a different currency can lead to banking fees that may be charged to the Buyer.

Zurich Instruments AG reserves the right to make additional charges where the customer requires that a proprietary invoicing system (for example, a web-based procurement portal) is used.

In the case of delayed payment, interest is charged at the normal bank interest rate for current account overdrafts. Discounting and redemption fees, resulting from payment by the bill of exchange, cheque or other payment orders are chargeable to the Buyer. Bills of exchange and cheques are only considered as payment after their redemption. If a Buyer does not comply with their liability to pay or if we

become aware of circumstances that place his credit worthiness in question, all residual claims immediately become payable.

Calculations by the purchaser using buyer legitimized counterclaims are excluded. Buyer legitimized claims derived from the Guarantee, or because of alleged defects, do not free the Buyer from liability to pay until a legal judicial decision.

Zurich Instruments AG has the right to withdraw from the contract or to demand securities or prepayment for further deliveries. Costs arising from the collection of liabilities are to be paid by the Buyer. The non-delivery of insignificant parts of an order or any claims under the Terms of the warranty vis-à-vis Zurich Instruments AG do not entitle the Buyer to postpone or withhold due payments.

Intellectual Property

Zurich Instruments AG retains all copyright, patent, ownership of software, and other proprietary rights in the Products.

Warranty

Zurich Instruments AG warrants that the Products comply with applicable Product specifications at the time of Delivery and that the Products will operate properly under proper use and normal conditions without defects that prevent such operation for one (1) year from date of Delivery to Buyer. Zurich Instruments AG offers warranty extension for most of its Products.

Defective goods may be returned DDP (Delivered Duty Paid) to Zurich Instruments AG after obtaining an RMA (Return Material Authorization) document from Zurich Instruments AG. If after testing and inspection any such returned Product is determined by Zurich Instruments AG to be defective, Zurich Instruments AG shall promptly repair or replace the Product and return it to Buyer.

If not authorized in writing by Zurich Instruments AG, the sender returning the instrument will cover for 2-way shipping costs. For repair under warranty cases, Zurich Instruments AG will cover the return shipping expense.

The warranty is void if: (a) defects in materials or workmanship or damages result from repairs or alterations which have been made or attempted other than by Zurich Instruments AG; (b) the damage is due to improper use, improper product integration or improper maintenance including failure to upgrade to the supported software versions, (c) attempt of disassembling and (d) disassembling of the product.

Limitation of Liability

Zurich Instruments AG 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 Zurich Instruments AG be liable for any consequential or incidental damages. The Buyer shall defend and indemnify Zurich Instruments AG against any claims that are based upon any subsequent resale of the Products by Customer or upon any sale by the Buyer of any of its goods that contain Zurich Instruments AG's Products.

Cancellation

Cancellation or alteration of orders following their acceptance is subject to our written consent. In the event of the goods proving unsatisfactory for whatever reason, Zurich Instruments AG must be notified, in writing, within 7 days of the goods arriving at the delivery address.

Governing Law and Court of Jurisdiction

If any provision of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability will not affect the other provisions of these Terms and Conditions which will remain in full force and effect.

Amendments to the General Terms and Conditions

All amendments to these Terms and Conditions together with any contradictory or supplementary agreements must be made in writing and signed by Zurich Instruments AG.

Zurich, June 1st 2016