

## General Sales Conditions of CTC Analytics AG ("GSC")

### I. Scope and General Provisions

1. CTC Analytics AG's ("CTC") sales and supplies of products ("Products") are governed by these General Sales Conditions ("GSC"), independently if CTC and/or the purchaser ("Purchaser"; individually or together "Party/Parties") have signed the GSC.
2. CTC is entitled to unilaterally and at any time modify these GSC with legally binding effect for both Parties immediately after having been notified to the Purchaser.
3. Any provision that is in contradiction with the GSC shall only be valid and prevail over the GSC if it is duly signed by both Parties.

### II. Purchase Order and Single Purchase

4. The Purchaser shall issue his purchase order(s) in writing, by fax or e-mail ("Order").
5. The Order is legally binding for the Purchaser for a period of 15 business days, starting from the day on which CTC receives the Order.
6. With CTC's confirmation of the Order in writing, by fax or e-mail, the Parties have concluded a contract, which has legally binding effect for both Parties ("Single Purchase"), unless explicitly stated otherwise herein.

### III. Transfer of risk, Transport and Delivery

7. The Single Purchase is subject to rule FCA-Zwingen Ramp, Incoterms®, 2020.
8. CTC is entitled to make partial delivery/ies within a Single Purchase.
9. If the Purchaser fails to comply with his obligation to pick up the Products at the delivery date as indicated by CTC, CTC may, at its sole discretion and at the Purchaser's risk of loss or of damages and costs, keep the Products stored at his premises or entrust a third party with the storage or the return of the Products to CTC's premises.
10. All confirmations and information given by CTC regarding time and date of delivery are deemed to be estimates only and do not entitle the Purchaser to rescind the Single Purchase nor to claim for any damages or any other payment.

### IV. Product Price

11. The price for the Products shall be as indicated in the price list of CTC that is applicable when the respective 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 invoiced to the Purchaser.

### V. Conditions of Payment

12. Product Price and Costs are due for payment within 30 days from the date of the invoice. Payment must be made in CHF.
13. If the Purchaser does not comply with his payment obligation, the Purchaser gets into default without formal notice. In case of default, the Purchaser is obliged to pay to CTC default interest in the amount of 8 % p.a. and to pay all costs for debt collection, including, without limitation, the costs for formal notices and the costs for legal assistance. Further, CTC may, at its sole discretion, withdraw any rebates or similar advantages granted to the Purchaser, if any, and rescind from the respective or any other Single Purchase concluded with the Purchaser. Any pending payments for other Single Purchase become immediately due, even if the default is not related to the respective Single Purchase.

### VI. Duty of Examination and Acceptance of the Products

14. The Purchaser shall immediately examine the Products upon their receipt and shall immediately notify to CTC in writing and details any defects for which he assumes that CTC must warrant for.
15. The Products are deemed to be accepted by the Purchaser if no defect has been notified in accordance with the article 14 or, in case of non-recognisable defects, the defect has not been notified immediately upon its discovery.
16. If the Products have been accepted by the Purchaser the warranty of CTC for defective Products ceases to exist, but in any case latest at the end of **one year** after the delivery of the Products.

### VII. Warranty

17. CTC only warrants that the Products comply with the Specification given by CTC.
18. CTC only warrants for such defects that have already existed at the time when the risk of loss or damages has passed to the Purchaser.
19. In case of defective Products CTC 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 expenses, fees, taxes, if any
20. This warranty is subject to the Purchaser's fulfilment of all contractual obligations, in particular the articles 14 et seqq. herein.
21. Any other warranty, e.g. reduction of the Product Price, rescission of the Single Purchase or compensation of direct or indirect damages is expressly excluded.
22. In any case CTC's warranty is limited to the value of the defective Product.
23. CTC does give no warranty with respect to consumables and wear parts, i.e. Syringes, LC Valve Rotors, LC Injection Valve Needle Seals.
24. The provisions under this heading apply to all claims for delivery of defective Contract Products, irrespective of the legal basis on which the claim is based.

### VIII. Limitation of Liability

25. Unless expressly otherwise stated in these GSC, CTC's liability towards the Purchaser is confined to cases of intent or gross negligence.
  26. Any liability of CTC is subject to the Purchaser having accordingly fulfilled the obligations as set out under section VI "Duty of Examination and Acceptance of Products".
  27. CTC's liability is in any case limited to the value of the Products on which the Purchaser's claim is based.
  28. **Force Majeure:** CTC is not liable to the Purchaser for any inability to perform any obligation under a Single Purchase due to events beyond its reasonable control, including, but not limited to, acts of God, 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 CTC is entitled to rescind any Single Purchase which is affected by the event of Force Majeure.
  29. The liability of CTC for auxiliary persons is excluded.
- ### IX. Retention of Property
30. The property on the Products will be transferred to the Purchaser when CTC has received the full payment (e.g. Product Price and any costs) in relation of the sale and delivery of the Product.
  31. CTC is entitled to ask for registration of a retention of property. The Purchaser is, upon CTC's request, obliged to assist CTC in the process of registration.

### X. Place of Performance

32. The place of performance for all obligations arising out of the Single Purchase is CTC's premises, including, but not limited to, the obligation of delivery and the obligation of payment.

### XI. Privacy and Data Protection

33. The Parties mutually undertake to comply with all applicable data protection regulations and to support each other in complying with these obligations.
34. If the Purchaser hands over materials containing personal data of third parties to CTC, the Purchaser confirms that he is entitled to do so.

### XII. Jurisdiction/ Governing Law

35. All disputes arising out of this Agreement or in connection with this Agreement and all disputes arising out of or connected with any contract concluded under this Agreement (e.g. Single Purchase) which cannot be resolved by the mutual agreement of the parties shall be submitted to the exclusive jurisdiction of the competent Courts for the Suppliers place of business (Zwingen, Canton Basel-Landschaft, Switzerland).
36. The Agreement, the order and Single Purchase are governed by Swiss Law. The U.N. Sales Convention does not apply.