

General Conditions of Sale

Updated on: 9 May 2019

1. General

- 1.1. These general terms and conditions of sale shall apply to all contracts between Gaia Membranes AG, (hereafter the "Supplier") and each of its customers (hereafter the "Customer") relating to the sale of the products or materials manufactured and/or commercialised by the Supplier (hereafter "Products"), and to the provision of any services by the Supplier. These general terms and conditions hereby supersede all previous general conditions. They may be modified from time to time by the Supplier. All orders placed by the Customer imply the Customer's acceptance without reservation of these general terms and conditions. These terms and conditions may not be altered by any provisions to the contrary of the Customer's order form or the Customer's general terms and conditions of purchase or, more generally, any of Customer's commercial documents, whatever the date upon which such provisions are set down, unless the Supplier expressly agrees in writing to abide by such provisions.

2. Orders

- 2.1. The Supplier's price lists, catalogues, technical instructions, advertising or promotional documentation do not constitute offers. The Supplier reserves the right to withdraw, without any notice, any product from its pricing, technical or advertising documentation, or to modify any characteristic thereof for reasons of change of technology or applicable regulation or change in its manufacturing conditions.
- 2.2. Any order placed by the Customer – even through the intermediary of an agent or a representative of the Supplier must be made in writing and, as the case may be, must be received by the Supplier no later than 30 days from the date on which the Supplier has issued an offer. The order must set all information required for the correct performance of the order.
- 2.3. A sale contract for the Products or services ordered will be entered into only after formal acceptance by the Supplier of the order in writing by an acknowledgement of receipt of the order, with effective date on the date of issuance by the Supplier of this written acceptance.
- 2.4. The Customer cannot impose to the Supplier the cancellation of a firm order, for any whatsoever reason even if the Supplier has not issued yet the order acknowledgement of receipt. Should the Supplier accept the Customer's request to modify or cancel an order, prior to the start of production, the Supplier may charge the Customer for all or part of the costs for design work, tooling, the purchase of raw materials, etc., which have already been incurred for the purpose of performance of the order. Should the Customer's request for cancellation of the order reach the Supplier after the start of production, the Customer shall not be entitled to refuse delivery and to pay the price for such products (or for the services being provided).

3. Prices - Invoices - Payment

- 3.1. All sales of Products will be invoiced at the prices applicable on the issuance date of the order acknowledgement of receipt. Unless otherwise agreed between the Supplier and the Customer in writing, the prices are set "Ex-Works" (as defined in the INCOTERMS® 2010) Supplier's warehouses and any carriage, insurance and packing fees shall be in addition. The

Customer shall reimburse the Supplier for all taxes, (excluding income taxes) excises or other charges which the Supplier may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the Products sold hereunder.

- 3.2. Unless otherwise agreed, invoices are issued by the Supplier contemporaneously with the order acknowledgement of receipt and are payable by the Customer in advance (i.e. prior to the delivery of the Products). The invoices are payable according to the modes and on the date stated on the invoice, all costs relating to the payment being borne by the Customer. Any payment made after the due date stated on the invoice shall result in the billing of late payment penalties at a rate equal to the rate of interest of the European Central Bank for refinancing operations, increased by 10 points, as of the day following the due payment date until the day of effective receipt of the payment onto the Supplier's account.
- 3.3. In the event of non-payment of any invoice on the due date, the Supplier reserves the right to either request guarantees or cancel the pending orders, without prejudice to any compensation for damages which may result thereof. In addition, the total amount of the Supplier's receivables shall become payable ipso jure. In the event the Customer fails to fulfil the Supplier's terms of payment, or in case the Supplier shall have any doubt at any time as to the Customer's financial responsibility, the Supplier may decline to make further deliveries except upon receipt of cash or satisfactory security.

4. Shipping – Transport - Deliveries

- 4.1. All sales of Products and provisions of services by the Supplier shall be under the provisions of the INCOTERMS® 2010. Unless otherwise agreed between the Customer and the Supplier or as mentioned in the order acknowledgement of receipt, all sales of Products and provisions of services will be made "ExWorks". Therefore, the Products will always be carried at the risks of the Customer, even for carriage paid shipments.
- 4.2. Should the Supplier despatch the Products at the Customer's request, the Supplier shall act for and on behalf of the Customer and as a freight forwarding agent. In the event of performance by the Supplier of operations, which are normally the responsibility of a freight forwarding agent, pursuant to a specific covenant between the Supplier and the Customer, the Supplier shall nonetheless not be liable for the chosen substitute transport. Regardless of the capacity in which the Supplier shall act under this Article, Supplier's liability shall be limited to the cost of carriage.
- 4.3. Any information concerning transportation costs will be provided for information purposes only and will not be guaranteed. Any increase in the transportation costs shall be borne by the Customer.
- 4.4. The Customer shall be responsible for the storage, recovery, recycling or destruction of the packaging of the Products in accordance with all applicable laws and regulations.
- 4.5. Unless otherwise agreed, the delivery times mentioned in the order acknowledgement of receipt will be estimates.
- 4.6. Should an order require several deliveries, each delivery shall be the object of a separate contract. Any delay affecting a delivery may not lead to the cancellation of pending subsequent deliveries.
- 4.7. The Customer shall be bound to collect the order on the dates scheduled in the order acknowledgement of receipt, or, as the case may be, in the invoice or the notification issued

by the Supplier to this effect. Should the Customer fail to do so and after receipt of a formal notice served by the Supplier, the Supplier shall be entitled to dispose of the products as it sees fit, without prejudice to any compensation for damages that may be paid by the Customer.

- 4.8. If this agreement covers Products that must necessarily be manufactured especially for the Customer and is suspended or terminated for any reason, the Customer will take delivery of and make payment for such Products as have been completed and such as are in process on the date notice of suspension or termination is received by the Supplier; provided, that if the Customer for any reason cannot accept delivery of such Products, it will make payment therefore as though delivery had been made and the Supplier will store such Products for the Customer's account and at the Customer's expense.

5. Acceptance of deliveries

- 5.1. Without prejudice to the precautions that the Customer shall take toward the transportation contractor(s), any claim concerning the quantity, and the apparent condition and the conformity of the delivered Products to the order must be made to the Supplier within 8 days of the delivery date. Past this eight-day period, the Products shall be deemed accepted by the Customer without any reservation.
- 5.2. In any event, the Customer may return that it regards as non-conforming only after the Supplier's written consent. The Supplier may accept the return of such Products only if the following conditions are met:
- a written explanation of the exact reasons for the Customer's rejection must be attached to each Product;
 - the return is made using the original packing, in good condition;
 - the Customer must not have modified or altered the Product in any way (notably during storage, inspection, etc...)
- 5.3. Should the Supplier accept the return of a Product, then the provisions of article 7.1 hereinafter will apply.
- 5.4. In the event of degradation of Products during transportation under the responsibility of the Supplier, the liability of the Supplier will be limited only to the defects of the packing and the free replacement of the damaged Products. It is the responsibility of the consignee to accept subject to reservation from the carriers any parcel, which according to the circumstances, could presumably be damaged. In such cases, the Customer shall exercise its rights of action within the legal forms and time limits.
- 5.5. The provisions of paragraphs 5.2 and 5.3 above shall not apply to Products which have been the subjects of a joint acceptance procedure on the Supplier's premises.

6. Products

- 6.1. The Supplier's Products are manufactured with great care, using the best available methods and a high technicality. They could, however, be subject to variances arising from fortuitous causes, as defined in article 6.2 below, to variations in the raw materials as well as changes arising from their use by the Customer. The Customer is deemed to be aware of these factors. Therefore, the Supplier shall only be required to supply Products which conforming to the

specifications contained in the technical notice of the Supplier or, as the case may be, the specifications drawn up by the Customer and agreed by the Supplier, and subject to the standard tolerances in professional practice or those indicated in the corresponding technical notice.

- 6.2. Any accidental variation not arising from the conditions of manufacture of the Products, not attributable to the Supplier, affecting the composition, behaviour, consistency or properties of the Products shall be considered as a fortuitous cause and shall not commit the Supplier in any way whatsoever. In general, the Supplier shall not be liable for any risks affecting the Products components resulting from causes beyond the control of the Supplier.
- 6.3. The specifications and performances shown in the Supplier's catalogues and technical notices shall only apply to the use of the Products in conformity with information provided in such catalogues and technical notices, as regards both their implantation, and their putting into service and operation, all of which must, in any case, be performed in accordance with the appropriate professional standards and practises. It is the responsibility of the Customer to ensure that the specifications and performances shown in the Supplier's catalogues, technical notices or any other documentation are suitable for use of the Products and in the conditions as intended by the Customer, or to seek information from the Supplier for that purpose. The Customer shall be solely responsible for the fitness of the Products to the use which it intends to make of them and to the compliance of the Products to any applicable law or regulation in respect of their use.
- 6.4. Any drawings appended to the Supplier's quotes will be preliminary drawings submitted to the Customer's approval: they do not commit the Supplier. Any technical assistance, written or verbal opinion will be provided free of charge. Under no circumstances shall these free services commit the Supplier.

7. Warranty – Liability

- 7.1. The Supplier grants warranty against non-conformity, caused by defects in manufacturing, of the Products to the specifications shown in the Supplier's technical notices, or, as the case may be, in the specifications or drawings drawn up by the Customer and agreed by the Supplier. Under this warranty, the Supplier's obligations will be limited to, at the Supplier's sole discretion, (i) either the repair or the replacement, free of charge (ii) or the refund of the purchase price by the issuance of a credit note, of Products or services acknowledged as defective, to the exclusion of any other compensation or damages whatsoever. The Supplier makes no warranties of merchantability or fitness for a particular purpose, or any other express or implied warranty, except as provided in Article 7. The Customer assumes all risk and liability resulting from use of the Products delivered hereunder, whether used singly or in combination with other Products.
- 7.2. The warranty granted by the Supplier to the Customer, in accordance with the above Article 7.1, will be one (1) year from the delivery date of the Product, (in accordance with the applicable INCOTERMS®) or, as the case may be, from the date of joint acceptance procedure performed at the Supplier's premises. Upon the expiration of the warranty period, the Supplier shall no longer be held liable for any defect of the Product. Will be excluded from warranty, any and all nonconformities not caused by manufacturing defects, in particular where those non-conformities result from normal wear and tear or from a cause beyond the Supplier's control such as (but not limited to): degradation caused by the Customer; inappropriate storage; incorrect installation; faulty maintenance; use nonconforming to the

information provided by the Supplier on its catalogues and technical notices; specifications/properties expected from the Product by the Customer but not notified to the Supplier (for example, that were not mentioned in the specifications or drawings drawn up by the Customer and agreed by the Supplier).

- 7.3. Supplier's liability will be strictly limited to material damages incurred by the Customer as direct consequence of a breach of the contract by the Supplier. In any case, Supplier's maximum aggregate liability shall be limited to the amount of the concerned order.
- 7.4. In no event shall the Supplier be liable or obligated in any manner for any financial or economical loss and more generally any consequential and indirect damages whatsoever incurred by the Customer or by any third parties. The Customer waives, on its own behalf and on behalf of its insurers, any right to claim from the Supplier and its insurers, any compensation or indemnification whatsoever in excess of the above limits and exclusions, for any damages whatsoever.

8. Force Majeure

- 8.1. The Supplier shall not be liable for any damages or injury which may result from a partial or total failure to perform any order if such failure is caused by any event beyond the control of the Supplier, such as accidents to machinery, partial or total strikes (including strikes occurring at the premises of the Supplier's suppliers), war, fire, stoppage of transportation, procurement difficulties (such as for raw materials), and in general any and all events that are deemed to constitute force majeure by the case law of the Swiss Courts.
- 8.2. The Supplier shall not be deemed liable for any obligation with regard to any part of the contract which the Supplier has not performed as on the date of the occurrence of the force majeure event, or any act beyond the Supplier's control. Consequently, the Supplier shall not incur any liability for the payment of compensation, damages or expenses in connection with this situation and with the non-performance of the contract.
- 8.3. If for any reason including but not limited to Force Majeure the Supplier is unable to supply the total demand for Products specified herein, the Supplier may distribute its available supply among any or all purchasers, as well as departments and divisions of the Supplier, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

9. Intellectual property

- 9.1. Any and all models, drawings, studies, calculations, documents and tooling drawn up or adapted by the Supplier shall remain the exclusive property of the Supplier. The Supplier shall retain full ownership in all documents and objects, which shall not be communicated, reproduced or executed without the Supplier's prior written approval. The Supplier may invoice to the Customer a financial contribution to the costs for making moulds and tooling specially designed for the manufacture of some Products. Nevertheless, such moulds and tooling shall remain the exclusive property of the Supplier.

10. Export control

- 10.1. The sales of Product and provisions of services by the Supplier will be made under the condition that there are no national, European or international restrictions thereof, such as applicable export control or embargoes regulations or any other restrictions for the sales of

the Products and/or provisions of services. For this purpose, the Customer shall provide the Supplier with any necessary information and documentation for the transportation and export of the Products by the Supplier in compliance with all applicable rules. Any delays caused by the authorisation and export control procedures shall prevail over any delivery terms or lead times agreed upon between the Supplier and the Customer. Should the required authorisations for some Products not be granted, the contract shall become null and void with respect to the concerned Products or services. Any claim from the Customer as a consequence of the foregoing is hereby expressly excluded.

11. Applicable Law - Disputes

- 11.1. These general terms and conditions as well as any contracts entered into between the Supplier and the Customer under these general terms and conditions shall be governed by the substantive Swiss law, including the United Nations Convention on international sale of goods contracts, as regards all international contracts as defined by Article 11, paragraph 11.2 below.
- 11.2. Any disputes which may arise between the Customer and the Supplier shall be subject to the exclusive jurisdiction of the relevant Courts of Zurich (Switzerland), notwithstanding any provision to the contrary on the Customer's letters or orders, and even in case of appeals in warranty or multiple defendants. Should the dispute have an international dimension, resulting either from the nationality of one of the parties or from the place of performance of the contract or from any other reason, the dispute shall be submitted for arbitration to the International Chamber of Commerce, in accordance with its Arbitration and Conciliation Rules. The seat for the arbitration shall be Zurich (Switzerland). However, the Supplier and the Customer may jointly agree to submit the dispute to the jurisdiction of the relevant Court of Zurich (Switzerland).

12. Retention of Title Clause

- 12.1. The Supplier hereby retains title over the delivered Products until full payment of the price, including both the principal amount and any interest and other ancillary moneys. The issuance of bills of exchange or any other bonds creating an obligation to pay shall not constitute effective payment for the purposes of this clause. Notwithstanding the foregoing, the Customer shall, as custodian of the Products, be responsible for their safekeeping, for any risks and bearing the related costs, in any event including but not limited to force majeure. The Customer therefore commits itself to the following: until full payment of the price, shall not dispose of the Products in any manner whether by ownership transfer, pledging them or otherwise using them as security, or by processing or incorporating them as a component into an assembly. The Customer commits itself to keep the Products constantly identifiable as being the Supplier's property, and to take out the appropriate insurance to cover all risks concerning the Products until full payment of the price. Should the Customer dispose of the Products, in any quantity or number, prior to the full payment of the price, the Supplier will be entitled to withdraw the Products remaining at Customer's premises, and all moneys due for Products under retention of title which have been disposed of shall become immediately and ipso jure payable without any formality to the Supplier.