

**OMNISENS  
GENERAL TERMS AND CONDITIONS FOR SALES  
OF PRODUCTS, STUDIES AND SERVICES**

**NOTICE: Sale by Seller of any Products and/or Services, engineering, design and Studies is expressly conditioned on the Customer's consent to these GTC. Any additional or different terms proposed by Customer are expressly objected to and will not be binding upon Seller unless specifically accepted to in writing by Seller. Any Order for Supply or any statement of intent to purchase Supply, or any direction to perform work followed by Seller's performance of work shall constitute assent to this GTC.**

#### **ARTICLE 1- DEFINITIONS**

Under the present general terms and conditions, the words or expressions listed below shall have the following meaning:

**Customer** means the person and/or the entity who accepts a Quotation for Supply from the Seller.

**GTC** means the present general terms and conditions for sales of Products, Engineering Design, and Studies.

**Order / Contract** means the written document issued by the Customer and by which the Customer undertakes to buy the Supply proposed by the Seller and duly accepted by the Seller and including particular conditions duly agreed by both parties in relation with the Supply.

**Products** means the equipment, parts, materials, and other goods Seller has agreed to supply to Customer under the Order and the Quotation.

**Quotation** means Seller's quotation and proposal issued to Customer for the Supply.

**Seller** means Omnisens or one of its affiliated companies.

**Service(s)** means the services described in the Order confirmation or the Quotation which may be installation, project management and any other services supplied by Seller to Customer pursuant to the Order and/or the Quotation. .

**Specifications** means any contractual document defining the main technical characteristics of the Work, including the Services or any contractual document, defining the main technical characteristics to be developed in the Studies.

**Studies** means intellectual assistance services, advice, consultations, engineering or research effected by Seller for the Customer in accordance with the Order and/or the Quotation and that may result in basic or detailed drawings, reports, technical documentation, etc...

**Supply** means all Products, equipment, Studies, Services and Software sold and/or provided by the Seller.

#### **ARTICLE 2- ORDER CONCLUSION AND CHANGES**

**2.1** Unless otherwise stated in writing by the Seller, each Quotation issued by the Seller is non-binding and shall in any case lapse after 30 days from the date of issue. Beyond this period, the Seller reserves the right to modify the financial, technical and commercial conditions whatever the reason.

**2.2** The Order is definitely set up and the present GTC shall apply when a Quotation for Supply established by the Seller has been accepted by the Customer or when the Seller has sent within a reasonable time an Order confirmation further to a request by the Customer.

**2.3** Any samples, drawings, descriptive matter or advertising produced by the Seller and any illustration contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate description of the Supply. They shall not form part of the Order or have any contractual force unless otherwise agreed by the Seller in writing.

**2.4** The Order cannot be assigned by the Customer to a third party without the Seller's prior written agreement.

**2.5 Changes in the Order:** any change in the Order or in the scope of Supply, may be considered by the Seller only if this request has been received in writing by the Seller before the delivery of the Supply, and provided such change remains possible taking into consideration the initial purpose of the Supply and the current progress of its manufacture when the change request is received. Any such change shall be deemed accepted only after a written agreement has been concluded between both parties on any price adjustment and extension of time for delivery resulting therefrom.

The Seller reserves the right at any time to improve the Supply as it deems necessary.

However the Seller shall not have in this case to change any Supply already delivered or in the course of performance.

#### **ARTICLE 3- DELIVERY CONDITIONS**

##### **3.1 Acceptance Certificate:**

##### **3.1.1 Factory Acceptance Test ("FAT")**

If requested, the Seller shall test the Products within the Seller's facilities, based on Seller's standard FAT, before dispatch. Seller shall provide a FAT certificate to Customer.

##### **3.1.2 Site Acceptance Test ("SAT")**

If requested and notwithstanding the provisions of article 3.1.1 which apply to all sales, both parties may agree in writing in the Order and upon a price agreed, that an acceptance of the Products shall be carried out in the Customer's facilities. In such case, Seller shall test the Products in Customer's facilities, based on Specifications and/or standard procedures and the Order, with the assistance of Customer's personnel and resources as required. Seller shall provide a SAT certificate to Customer.

**3.1.3** If Customer requests further testing, this has to be specifically agreed upon and paid for by Customer.

In any event, whatever the place of receipt of the Products, the Customer agrees to sign the Acceptance Test certificate within a period of 8 calendar days from the relevant Acceptance Test Certificate date. Otherwise, the Products shall be considered as definitively accepted without reserve.

In a general manner, Customer shall inspect the Supply within 2 working days after Supply declared by the Seller as Ready for Shipment and shall immediately notify Seller in writing of any defects.

##### **3.2 Delivery:**

The delivery of Supply shall be ExW at Omnisens' premises, Morges, Switzerland (Incoterms® 2010) unless the parties otherwise agree in writing. The costs of delivery, including transport, insurance and taxes shall be at Customer's expense.

##### **3.3 Delay in delivery due to the Customer and storage:**

If the Customer does not take delivery of the Supply within 7 calendar days of notification from the Seller that the Supply is ready for delivery, or Seller is unable to deliver the Supply because Customer has failed to comply with its obligations, the Seller shall be entitled on behalf of Customer to put the Supply into storage at Customer's expense and risk associated to the Supply, whatever the nature, shall pass to Customer. Delivery to storage shall constitute delivery to Customer and the Seller shall become entitled to full payment.

If the Customer's delay exceeds 30 working days from the delivery of the Supply, the Seller shall be entitled to cancel the Order, keep the partial payments effected and dispose of the Supply at its convenience. The Customer shall indemnify and hold the Seller harmless for the prejudice thereby incurred.

##### **3.4 Delivery time:**

The delivery time shall be indicative and as described in the Quotation. It shall be counted, except as may be otherwise mentioned, as from the signature of the Order by both parties.

Delivery shall be effected according to the indicative delivery time agreed between the parties, or in any event within a reasonable delivery time taking into account the particularities of the Supply.

Delivery beyond any indicative delivery time shall not entail payment of any indemnity, penalty or liquidated damages, or other compensation of any kind or any right of cancellation of the Order by the Customer, except in case of Seller's willful misconduct.

However, if within 6 months from the indicated date of delivery and after an unsuccessful written summons to deliver, the Supply has not been delivered for a reason within Seller's control, the Order may be terminated upon request by either party. The Customer shall be entitled to the reimbursement of its partial payments, excluding any other remedy, indemnity or compensation right.

#### **ARTICLE 4- PRICE**

The Order price, as well as any other rate or price applicable under the Order, shall be mentioned in the Order, or if none is provided; then in the Quotation. The prices are those in force on the date of the Order or the Quotation. If the Order is postponed for a minimum period of 1 month, due to a reason beyond Seller's control, an adjustment of the Order price or the Quotation shall be systematically applied.

Except as may be otherwise agreed, the prices shall be:

- Net, excluding any taxes, packaging, insurance, customs import clearances and bank charges, carriage.
- Firm and not revisable.

#### **ARTICLE 5- PAYMENT CONDITIONS**

**5.1** Except as may be otherwise mentioned in the Order, all payments shall be made in clear funds in Swiss Francs to the designated bank account of Seller.

(a) Sales in Switzerland

The Customer shall pay by bank transfer within 30 days from the invoice date.

(b) Sales abroad

The Customer shall issue an irrevocable and confirmed letter of credit which shall: (i) be an irrevocable letter of credit; (ii) provide for partial deliveries; (iii) be advised through and confirmed by a bank acceptable to Seller within 8 working days from the date of the Order; (iv) conform to the latest edition of the International Chamber of Commerce's Uniform Custom and Practice for Documentary Credits (UCP 500); and (v) be valid for at least 60 days beyond the latest installment of payment stated in the Order. Customer shall, at its own expense extend the letter of credit in accordance with any variation or other event which entitles the Seller to any extension of time for dispatch or delivery.

The Customer shall pay any financial costs whatever the nature related to method of payment used by the Customer.

No deduction whether by way of set-off, counterclaim or otherwise, shall in any circumstances be made by Customer. Customer shall not be entitled to delay or withhold payment if the Supply are delayed or not delivered due to reasons beyond Seller's reasonable control, if unimportant parts are missing, or if post-delivery Work is to be carried out where the Work is available for use.

**5.2** In case of delay in payment of any instalment by the Customer or in remitting the agreed means of payment as per article 5.1, the date of delivery shall be automatically postponed by a period of time equivalent to Customer's delay and the Seller shall be entitled to terminate the Order 7 working days after an unsuccessful summon to pay sent by the Seller, and the Customer shall indemnify and hold the Seller harmless from any prejudice, including loss of revenues and interests, resulting for the Seller from this termination. In addition, Seller will charge Customer with interest on amounts overdue at an annual rate of 5% above the 3 month LIBOR rate of the Swiss National Bank from time to time in force during the period that any such amount is overdue (before and after judgement).

In any event, the delivery of Supply shall not be effected if the payment terms are not respected. The same shall apply in case of letter of credit, if the Customer does not remit the documents required for the payment to the Seller.

#### **ARTICLE 6- CUSTOMER'S OBLIGATIONS**

The Customer undertakes to provide to the Seller on time any information, document, materials or plans, instruction or other thing which may be required in relation to the performance of Seller's obligations.

The Customer undertakes not to ask a third party for maintenance, repair or any intervention on the Products without prior written agreement of Seller.

If applicable, the Customer undertakes at its own cost, to store the Products in a geographical, physical and technical environment in accordance with the rules and regulations applicable and in respect of the Seller's instructions and specifications.

Any authorisation, licence, permit, planning permission or approval required from any regulatory authority for which Seller is not expressly made responsible in the Order shall be obtained in due time by Customer.

Customer shall be responsible for obtaining any necessary customs import clearance and shall give all reasonable assistance to Seller in obtaining any letter of invitation, permit, visa and similar document which Seller or any of its employees may require at no cost to Seller.

Customer shall give full access to site for installation and any other Services provided by Seller on site. In case of delay, Customer shall pay to the Seller all expenses whatever the nature incurred by the Seller due to such delay. Customer shall promptly respond to any and all requests or submissions of documents, drawings or information for comment or approval.

When ordering the Supply, Customer shall provide Seller with the name and address of any end-customer. Customer acknowledges and agrees that: (a) the correct and complete identity of the end-customer and the country in which the Products will be used by the end-customer, is a material term of the Order; and (b) the end-customer shall be required to accept a licence to use the Software. If Customer fails to provide this information, or provides false or misleading information Seller has the right to (i) terminate the Order and demand the return of the Products; and (ii) invalidate any license granted to Customer, end-customer or the end-user.

In any case, in case of breach of Customer's obligations, the parties shall meet to discuss the potential consequences for the Seller.

In any case, in case of breach of by the Customer's contractual obligations which should lead to consequences of an economic, legal, financial and/or technical imbalance in relations between the Parties, the Seller reserves the right to terminate the Order due to exclusive faults of the Customer. The Customer shall pay to the Seller all expenses incurred by the Seller for the purpose of the Order and notwithstanding the claim by the Seller for damages.

#### **ARTICLE 7- WARRANTY- LIABILITIES**

##### **7.1 Product warranty:**

The Seller guarantees that the Products shall be free from defects in workmanship during a time period of 18 months effective from Seller Product Ready for Shipment declaration or 12 months from the SAT whichever occurs first except if otherwise agreed between the parties.

This warranty shall only be valid if the default has been notified within 3 working days from the date it first appeared.

The Seller's obligation under the present warranty shall be limited, at its sole option, to the repair in the Seller's facilities, or to the replacement of the deficient part of the Products when such repair or replacement is necessary as a result of Seller's faulty workmanship. Customer shall return the Products to be repaired to Seller's premises at Customer's Costs. Shipping costs must be prepaid in case the Products cannot be moved in Seller's facilities and the repair shall be effected in the Customer's facilities or any other place agreed between the parties, the Seller's personnel accommodation and travel expenses shall be at Customer's expense.

The Customer undertakes to give all necessary access to the Seller on the Products recognized as defective.

Product subject to repair within a valid warranty period will be returned to the Customer at no charge. However, if the Customer is located offshore or in a commercially inaccessible on-shore location, then the Product will be returned to the nearest on-shore location which may be the nearest commercial port or airport.

For Products that are found to have no defects due to Seller's defaults, then Customer may be charged an evaluation fee for any testing and processing regardless of the warranty status. Customer will also be responsible in this circumstance for paying the cost of returning the Products or any other costs incurred by the Seller.

The warranty of equipment components that are not manufactured by the Seller but by its subcontractors or suppliers shall be limited to the warranty conditions offered by these subcontractors and suppliers.

##### **7.2 Studies warranty:**

The Seller warrants the Studies are performed in conformity with the Specifications and in accordance with standard practice.

In case it is proven that the Seller is responsible for an error in the Studies, the Seller's liability shall be limited to the rectification of the defective part of the Studies.

Seller shall send to Customer all Studies for approval as specified in the Order or the Quotation.

Seller's Studies shall become effective when approved by Customer in writing. Customer shall notify its comments within a delay of 10 working days following their receipt. Seller shall revise the said Studies a maximum of two times and return them duly revised to Customer within a reasonable delay.

In case of no comment duly notified by Customer within the delay detailed hereinabove, all Studies shall be considered as definitely accepted by Customer.

##### **7.3 Exclusions:**

Notwithstanding the above, no guarantee shall apply in the following cases:

- Defaults and damages caused by normal wear and tear or by an external accident, or a change in the Supply not planned or specified by the Seller;

- Defaults and damages resulting from, or arising in connection with any use of the Supply in breach of any applicable rule or regulation, decree or law;
- Defaults and damages caused by any Product repair or Supply use which is not in conformity with the Specifications or with the Seller's recommendations; or defaults and damages caused by the Customer's negligence;
- Products operated under conditions more severe than, or otherwise exceeding, those set forth in the Specifications.
- Defaults and damages of the Supply or any part thereof which cannot be identified by the Seller as the original Supply;
- Defaults and damages resulting from the normal wear and tear of components of the Supply which are subject to a regular maintenance and/or replacement. These components include but are not limited to accessories and consumables items.
- Defaults and damages identified as being corrosion and/or erosion, or result of vibrations and/or contamination.
- Defaults and damages resulting from designs and specifications provided by Customer.
- Defaults whatever the nature arising after the warranty period as detailed in article 7.1 below.

Prior to returning any of the Product, Customer shall inform Seller of its intention to do so via support@omnisens.com or by fax (+41 44 274 2031) and provide the following information: (a) manufacturing part number(s) and serial numbers present in the product label; (b) the manufacturing date (present in the product label); (c) quantity for each part number; (d) Customer (or end-customer) name and location where the Product is being used; and (e) reason for return for each Product. Product that is not the subject of a warranty claim may only be returned by Customer with the prior written consent of Seller. Only when Seller has formally authorised the return and given a reference (RMA) 'Return Material Authorisation' number (which must be printed on all correspondence) may the Product be returned. If the Product is out of warranty an estimate in respect of the cost of repairs will be provided by Seller. For Product which is determined by Seller to be beyond economical repair, or where Customer decides against repairing the Product based on the cost estimate, then an evaluation fee may be charged by Seller. Product returned to Seller from outside of Switzerland shall be accompanied by: (a) a "Pro-forma" invoice (2 copies - 1 copy placed in shipping container - 1 copy affixed to the outside of the shipping container) indicating the value of the Product for customs requirements; and (b) a statement declaring "Switzerland manufactured goods being returned for repair". Wherever possible, Product should be returned back to Seller in the original packaging.

#### **7.4 Limitation of liability:**

No guarantee express or implied, is given by the Seller beyond the guarantee explicitly and imitatively described above; the Seller specifically excludes any guarantee with respect to merchantability or fitness for purpose or for a commercial or private use of the Supply.

This warranty is in place of and excludes to the fullest extent permitted by law, all other warranties and conditions, whether oral, written, statutory, express or implied. Seller's liability and Customer's remedies in respect of defects in the Supply and any resulting damages whether arising from breach of contract, statutory duty, warranty, negligence or otherwise are solely and exclusively as stated in this Clause 7, and Seller shall have no liability of any kind for any such defects or damages which appear after the expiry of the warranty period.

In any case, the cumulative liability of the Seller for any direct damages is strictly limited to the amount of the Order or the Quotation (excluding taxes and expenses).

All obligations, responsibilities, or liabilities other than those expressly mentioned in the present GTC and in particular any liabilities for indirect damages or other damages or losses such as but not limited to:

- Loss of production, revenues, profit, commercial opportunities, reputation.
- Material damages or bodily injuries or death, etc...

And resulting from the sale, the use or the exploitation of the Supply, whether these damages and losses are caused or not by the Seller, are strictly excluded, and the Customer waives any recourse against the Seller for such losses and damages.

The Seller shall not be responsible for damages resulting from errors, omissions and/or negligence from the Customer or any third party.

If Customer is not the end-customer and ultimate owner of the Supply, then: (i) to the maximum extent permissible under Applicable Law, Seller shall have the benefit of the exclusions and limitations and other rights set out in these GTC by all ultimate owners, end-customers and any end-users; and (ii) Customer shall use its reasonable efforts to ensure by its contract with the end-customer or ultimate owner that Seller is given the benefit of the exclusions and limitations and other rights set out in these GTC by all ultimate owners, end-customers and any end-users.

#### **7.5 Indemnity:**

Customer shall defend, indemnify and hold harmless Seller, its affiliated companies, and their respective directors and personnel from and against all claims, relating to or resulting from: (a) the breach by Customer of any obligation, representation or warranty in the Order; (b) acts or omissions of any Customer's personnel, or the presence of Customer's personnel at a Seller's facility, including claims resulting from injuries to Customer's personnel and claims resulting from injuries, property damage, and loss of data caused by Customer's personnel; and (c) Customer's or Customer's personnel's failure to comply with all applicable laws or to obtain all licences, permits and approvals necessary under the Order.

### **ARTICLE 8- TRANSFER OF TITLE AND RISK**

#### **8.1 Risk transfer:**

The risk of loss attaching to the Supply shall pass to Customer with effect from the date of Ready for Dispatch document. The Customer shall then be responsible for all risks in connection with the Supply, whether occurring to the Supply or caused by the Supply. The Customer shall subscribe a Third Party Liability insurance policy as required to cover all potential damages that may be caused to persons or properties as a result of use or ownership of the Supply.

#### **8.2 Title transfer**

The Seller shall be and remain the sole owner of the Supply until the final payment of the Order price or Quotation price and ancillary payments that may be due in connection with the Order or Quotation (such as but not limited to installation cost).

Non-payment of any installment shall entitle the Seller to recover possession of the Supply if previously delivered. The provisions of this article do not affect the provisions of article 8.1 above.

Until the title transfer of the Supply to Customer, Customer shall hold the Supply as Bailee for Seller, clearly identify them as belonging to Seller and not transfer possession to any third party. Seller may at any time, when Customer is late in paying any instalment of the price of the Supply, require the return of the Supply. If this requirement is not complied to within a period of 7 days Seller may (without prejudice to its other rights and remedies) repossess the Supply and remove, use or dispose of it, and for this purpose if permitted under local law, may enter the premises where they are and sever them from any other property to which they may be attached without liability for any resulting damage, except where such damage arises directly as a result of negligence on the part of Seller.

Customer shall maintain accurate records to ensure the continued traceability of any of the Supply purchased from Seller under these GTC and shall provide reasonable assistance to Seller in the event that any of the Supply it has purchased is affected by a product recall or corrective action procedure implemented by Seller.

### **ARTICLE 9 – APPLICABLE NORMS**

For certain Products which may be sold hereunder, the parties may attach in the Order or in the Quotation a Norm Reference List, which is a technical document detailing the main norms applicable to the Products sold, as well as the revision date of these norms which has been taken into account for the manufacture of the Products. The Seller, in this case, shall certify the conformity of the Products upon delivery, with the norms indicated in such Norm Reference List. The Seller shall in no case be bound to deliver the Products in conformity with any norms other than those specifically mentioned in the said Norm Reference List.

### **ARTICLE 10- FORCE MAJEURE**

The Seller shall in no case be held responsible for any breach of its obligation under the Order or the Quotation which may occur for a reason beyond its control, such as, but not limited to wars, riots, governmental act, strikes, revolutions, transport disturbance,

deterioration of the equipment due to any accident, or external cause, fire, natural incident, etc. If a result of an occurrence beyond the Seller's control as above described, the Order or Quotation cannot be pursued within reasonable time and conditions, the Seller shall be entitled to terminate the Order by simple written notice, and the Customer shall pay the part of the Supply manufactured or procured by the Seller up to the termination date, after deduction of the instalments previously paid.

#### **ARTICLE 11-CONFIDENTIALITY AND PUBLICATION**

**11.1** The Customer undertakes to keep strictly confidential all the information belonging to the Seller and which may come to its knowledge in connection with the Supply and the Order or the Quotation.

The Customer's undertaking under this clause shall remain in force 20 years after the termination of the Order whatever the reason.

The Customer warrants that its personnel and all users of the Supply shall be required to respect and shall actually be bound by the same confidentiality obligation.

**11.2** No press release or any communication in connection with the Order and the Supply shall be authorized without the prior written approval of the Seller.

#### **ARTICLE 12- INTELLECTUAL AND INDUSTRIAL PROPERTY**

In a general manner, the Seller holds the exclusive intellectual and industrial property rights in connection with the Supply, including any patent rights and know-how. The above intellectual and industrial property rights include the concept, as well as all drawings, computation notes, design, and any document or information specifying the manufacture and technical characteristics of the Supply.

The Customer undertakes not to use these intellectual and industrial property rights for its own account, or to sell, or dispose of these rights, freely or not, or duplicate or authorize their duplication. The Customer shall not copy the Supply or any part thereof protected under the said intellectual and industrial property rights.

##### **12.1 Pre-existing Intellectual Property**

Each party shall be and remain the sole owner of intellectual property rights, including the know-how, it had acquired prior to the signature of the Order.

However, the parties authorize each other to use their pre-existing intellectual property, only if this is mandatory for the use of the Supply and especially for the use of the Studies. Each party undertakes to strictly respect the confidentiality of the information so used which belong to the other party.

##### **12.2 Patents**

If during the Supply and especially during the Studies or their use, one of the parties discovers an invention which can be the subject of a patent, such invention shall be protected as follows:

- (a) In case the invention realized during the Studies and the Supply or during their use is dependent upon the intellectual property rights or know-how acquired by Seller prior to the Order conclusion, both parties shall be joint owners of the patent, sharing equally rights and expenses resulting therefrom. The co-ownership of these rights shall be in accordance with article 12.4 hereafter. If one party is aware of infringements by third parties, such party shall inform immediately the other one and both of them shall decide by mutual agreement what measures have to be taken to protect their rights.
- (b) In the other cases the patent shall be deposited in Customer's name and at Customer's cost, with however, a provision in such deposit mentioning the name of the inventor as member of Seller's personnel. In such case the Customer shall grant to Seller a free worldwide license for the use of this patent outside of the scope of activities as defined in article 12.4 hereafter. However, if the Customer waives its right to make such deposit, Seller shall be entitled to make such deposit in its own name.
- (c) The parties shall inform each other of any new element that could contribute to the good achievement of the Studies and the Supply and/or the good protection of the results.

##### **12.3 Property of the Studies and the Supply**

The Studies and the Supply, including the technical documents established, remain Seller's property until full payment of the Order price or the Quotation price, according to payment conditions. After full payment of the Order price, the Studies and the Supply become the

Customer's property, without prejudice to the Customer's confidentiality obligation as per article 11 and to its obligations as per this article 12.

#### **12.4 Use of the Supply and the Studies**

For the purpose of this article, the scope of activities, if not specified precisely in the Order, shall mean the scope of activities for which the Customer has ordered the Supply and the Studies.

- (a) Use of the Supply and the Studies within the scope of activities:

Within the scope of activities, the Customer has an exclusive right of use on the results of the Supply and the Studies. The Customer shall be entitled to use them for its own needs, or to grant licenses to third parties.

If the Customer does not use directly all or part of the Supply and/or the Studies results, and grants to third parties licences for the use of these results, the Customer shall pay to Seller a fee equal to 20% of the royalties received by the Customer in consideration of these licences.

The Customer shall grant to Seller a right of first refusal, within 10% margin, in similar technical and economic conditions, for the manufacturing of machines and repetitive systems or other products the Customer needs for its own account or for the account of third parties, within the scope of activities. In such a case, if Seller offer is not retained, the Customer shall compensate Seller with a fee of 5% to be paid on the amount of Customer's orders from the supplier of machines, repetitive systems or other products.

- (b) Use of the Supply and the Studies outside of the scope of activities

Outside the scope of activities, the Customer grants to Seller an exclusive licence for the use of the Supply and the Studies results. In case of use of the Supply and the Studies outside of activities by Seller resulting in a sale to third parties, Seller shall pay to the Customer a fee of 5% on the amount of sales of machines, systems or other products manufactured on the basis of the Supply and the Studies results, provided that the amount of adjustment or modification works on the machines, systems or relevant products does not exceed 30% of their sale price. However, in case such a use is contemplated for a third party having its own activities within the scope of activities, Customer's prior written agreement is required.

#### **ARTICLE 13- PACKING**

The price of packing is not included in the Order price or in the Quotation price and shall be subject to an additional invoice and payment. Any packing on which the Seller's name or trademarks appears shall not be further used by the Customer for the packing of any other products. Any breach of this obligation may entail payment of damages.

#### **ARTICLE 14- CHANGE IN LAWS AND REGULATIONS**

Any changes in laws or regulations applicable to the Order or the Quotation which may be enforced at any time after the date at which the Seller had made an offer for the sales of the Supply, and entailing additional costs or delays for the Seller, shall entitle the Seller to be reimbursed by the Customer of the resulting additional costs, and shall entitle the Seller to an extension of time for delivery.

#### **ARTICLE 15- APPLICABLE LAW - DISPUTES**

The present GTC as well as the Order, the Quotation and any relations between the Parties in connection therewith are governed by the laws of Switzerland without regard to its conflict of laws provisions. The provisions of the UN Convention on Contracts for the International Sale of Goods of January 1, 1988 shall not apply to the GTC and the Order. Customer consents to the exclusive jurisdiction of the courts of Lausanne, Switzerland for the adjudication of any disputes arising between the Parties.