

GENERAL CONDITIONS OF SALE
Alia Instruments B.V.Institutenweg 25A
7521 PH ENSCHEDE
The Netherlands**1. Applicability**

- 1.1 These General Terms and Conditions of Sale shall form an integral part of and shall apply to Alia Instruments BV (hereinafter Seller), Seller's offers, Seller's order confirmations, Contracts signed by Seller and Buyer, as well as to subsequent addenda thereto and will take preference over any other terms or conditions stipulated or referred to by Buyer, unless explicitly otherwise agreed in writing by both parties. All other conditions are herewith explicitly rejected.
- 1.2 These General Terms and Conditions may hereafter be modified by written instrument only by a duly authorised representative of Seller.
- 1.3 The object(s) to be supplied by Seller under these General Terms and Conditions is (are) hereinafter referred to as the Product(s).

2. Validity of offers

- 2.1 All offers shall remain valid for a period of 90 (ninety) days only, following the day of issuance of such offer.

3. Contract

- 3.1 A contract shall be considered to be effective from the day Buyer and Seller have co-signed a document to this effect or on the day indicated by Seller's written order confirmation. Verbal promises and arrangements shall not be binding upon Seller until and insofar as they have been confirmed by Seller in writing. A contract signed by Buyer and Seller or Seller's written order confirmation for the supply of the Product(s), as the case may be, are hereinafter referred to as Contract.

4. Intellectual property and measurements

- 4.1 The Product(s) being sold to Buyer and the information and data supplied to Buyer as part of a sale incorporate Seller's valuable property including patents and know-how. Seller hereby grants Buyer a non-exclusive, non-assignable, non-transferable license, without right of sublicense, to use such intellectual property only as necessary to operate the Product(s) at the Buyer's plant/vessel at which Seller installs such Product(s).

Buyer agrees that all such intellectual property rights of Seller and all information and data, including drawings, incorporating same, are and shall remain Seller's exclusive property. As a result, neither any of such intellectual property nor any information or data incorporating same shall be reproduced or copied by Buyer nor shall any of same be disclosed to any third party without Seller's prior written consent. Without limitation on the foregoing, none of the Product(s) being sold to Buyer nor any of the information or data supplied to Buyer as part of the sale shall be used for re-production or copying such Product(s) or any component thereof.

- 4.2 Any information and data supplied by Seller in drawings, catalogues, illustrated matters, statements of weights and measures etc. constitute approximations and shall not be binding unless explicitly stipulated in Contract.

5. Prices

- 5.1 Unless otherwise stipulated, all prices for Product(s) are valid for delivery Free Carrier Enschede (FCA), per ICC Incoterms 2010, unpacked.
- 5.2 Packaging will not be included in the price and is charged separately. Packaging is not taken back.
- 5.3 Seller's prices are in EURO unless otherwise stated. Any prices in other currencies shall be based on the weighted average of forward rates of exchange on the effective date of the Contract for the Product(s).
- 5.4 Buyer is to indemnify Seller for all financial or other consequences related to direct and indirect taxes (such as business tax on construction, installation & maintenance, training etc.) obligatory in the tax laws of Buyer's country.

6. Change in Scope of Supply/Specification

- 6.1 Any change in the Scope of Supply or specification shall not be commenced by Seller until he has reached agreement in writing with Buyer regarding the scope, specification, delivery time and the price of such change.

7. Delivery

- 7.1 Unless otherwise agreed in writing, delivery shall take place FCA Enschede, per ICC Incoterms 2010, unpacked
- 7.2 Delivery times shall be established by mutual agreement. Unless otherwise agreed upon, the delivery times shall be estimations and shall not commence until (i) all commercial and technical issues have been settled between Buyer and Seller and (ii) receipt by Seller of the down payment as stipulated in the Contract.
- 7.3 If the Seller fails to deliver the goods within the delivery time for reasons for which the Seller is exclusively responsible, the Buyer shall be entitled to claim as liquidated damages but not as a contract penalty a sum of 0.5 % of the contract price for each completed week of delay but maximum 5 % of the contract price. Payment of the liquidated damages by the Seller shall be deemed to be complete and final compensation of the Buyer for all consequences of the delay and the claim to this payment excludes all other claims of the Buyer in connection with this delay.
- 7.4 No contractual fine for delayed delivery shall apply if such delay is caused by Force Majeure (see article 15) or if such delay is wholly or partially due to an act or an omission by Buyer.
- 7.5 If the Buyer fails to accept delivery of the completed Product(s), he shall nevertheless pay as if Product(s) had been delivered. In such cases, Seller shall store the Product at the cost and risk of Buyer. Upon receipt of a written notice from Seller, Buyer shall accept delivery within a reasonable time.

8. Payment conditions

- 8.1 Seller's offers are based on the following payment terms, which apply for Contracts for Product(s) unless otherwise agreed in writing:
- (i) 70 (seventy) percent of the Contract value with the order to be remitted within 14 days from Contract date;
 - (ii) 30 (thirty) percent of the Contract value upon notification of readiness of (each partial) delivery to be remitted before delivery

Other payment conditions apply only if agreed upon in writing, and provided that such conditions are acceptable for obtaining adequate credit insurance coverage on Buyer from a credit insurance company designated by Seller or explicitly accepted by Seller's management.

Payment shall not be deemed to have been effected until Seller's account has been fully and irrevocably credited for the Contract.

- 8.2 Seller reserves the right, without any notice of default being required, to charge interest to any overdue payment at the rate of 1,5 % (one and a half percent) per month and, in addition, to charge all judicial and non-judicial costs falling on the collection of any overdue payment.
- 8.3 If Buyer delays in making any payment or fails to deliver an acceptable Letter of Credit in time. Seller may suspend his performance of the Contract until such financial obligations are fulfilled by Buyer. If Buyer, after receiving notice of default, fails to fulfil its financial obligations, Seller shall be entitled, without requiring the consent of any court, to terminate the Contract by notice in writing to Buyer, and to claim compensation from Buyer for the loss Seller has incurred. This loss includes but is not limited to actual costs incurred, under absorption losses and unrealised profits.
- 8.4 If payments are delayed due to Force Majeure (described in article 13), Seller shall not be entitled to any interest on the amounts due.
- 8.5 Buyer shall make all payments into the Seller's account, without incurring expense on the Seller.

9. Transfer of title and risk

- 9.1 Without prejudice to the provisions of the preceding paragraph, Product(s) shall remain the property of Seller until paid for in full. The Buyer shall at the request of Seller, assist him in taking any measurements necessary to protect the Seller's title to Product(s).
- 9.2 The risk of loss, destruction and/or damage of goods to be delivered passes onto the Buyer when the goods reach the by incoterm 2010 agreed place of delivery and from then on continues to reside with the Buyer.

10. Warranty

- 10.1 Seller warrants that the equipment supplied is free of defects in design, material and workmanship under normal usage and service for a period of 12 (twelve) months after acceptance by the customer, but no later than 18 (eighteen) months after delivery.
- 10.2 It is expressly agreed (a) that there is only warranty of fitness for a particular purpose if and insofar expressly agreed upon between Buyer and Seller and stipulated specifically in the Contract, and (b) that Buyer purchases the Product(s) solely on the basis of the commitments of Seller expressly set forth herein and in the Contract.
- 10.3 The Product(s) and parts thereof produced by manufacturers other than Seller are warranted only to the extent of the original manufacturer's warranty period provided to Seller.

- 10.4 The warranty shall not apply to any Product(s) and parts thereof that have been subject to misuse, accident, use beyond rated capacities, alterations without the Seller's written consent or carried out improperly, removal, faulty maintenance, incorrect erection or faulty repairs by Buyer, nor does it cover wear and tear or deterioration. Seller is not liable for defects arising from materials provided by or a design specified by Buyer.
- 10.5 Alleged non-fulfilment of the warranty obligations by Seller shall not release Buyer from his obligations arising from any Contract concluded with Seller.
- 10.6 Buyer shall notify Seller within 14 days after first occurrence of any defects which appear during the warranty period. The notice shall contain a detailed description of the defect and the circumstances under which the defect occurred.
- 10.7 Seller's sole obligation under this warranty shall be to repair or replace the Product(s) or part thereof which, upon examination by both Seller and Buyer, have a defect for which Seller is liable. Buyer shall at his own expense, arrange for any dismantling, transportation and reassembly of the defective Product(s) or part thereof. When a defect in the Product(s) or part thereof has been remedied, Seller shall be liable for defects in what has been remedied under the same conditions as applicable to the original Product(s) for a period of one year or for the remainder of the warranty period, whichever is the latest. Defective Product(s) or part thereof, which have been replaced shall be made available to Seller and shall be his property.

11. Construction, substitutes, changes and improvements

- 11.1 Seller reserves the right to change specifications wherever necessary to keep up-to-date with general developments, or to substitute materials equal or superior to that originally specified.

12. Liability

- 12.1 Compliance with the provision of article 10 shall mean sole and full compensation and shall exclude any claim for damages other than in respect of non-fulfilment of the warranty obligations.
- 12.2 Save as elsewhere stated in these conditions, there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts, incidental or consequential damages and/or economic or indirect loss whatsoever.
- 12.3 The Buyer is bound to safeguard and to indemnify Seller for all costs, damages and interests that might arise for the Seller as a direct or indirect consequence of claims made by third parties on the Seller with respect to occurrences, acts or omissions for which the Seller shall not be liable in accordance with the foregoing.
- 12.4 Seller shall not be liable for any damage to the property of the Buyer caused by the Product(s) after they have been delivered and whilst it is in the possession of Buyer. Nor shall Seller be liable for any damage to product(s) manufactured by Buyer or to product(s) of which the Product(s) form a part.
- 12.5 Seller shall not be liable for any damages in excess of what is covered by Seller's General and Product Liability Insurance Policy.
- 12.6 The aggregate liability of Seller out of or in connection to this Contract – for whatever reason (such as but not limited to warranty, guarantee, liability, remedy, indemnity, infringement, tort, contract, delay or similar) – shall be limited up to a total amount of 100% of the contract price.

13. Force Majeure

- 13.1 In these General Terms and Conditions of Sale, the term Force Majeure shall be understood to include any and all circumstances beyond the control of the parties that temporarily or permanently prevent fulfilment of the Contract such as; war, danger of war, civil riots, strikes, lock-outs, acts of God, embargoes, machine break-down, shortages of transport, general shortages of materials and supplies, laws, acts, regulations, orders or decrees of any agency or body of the Governments of Seller or Buyer or of Seller's sellers or of International Organisations with authority to enforce trade restrictions; or any other causes similar or dissimilar beyond the reasonable control of the parties.

14. Suspension and cancellation

- 14.1 The Contract as referred to in article 3 will not be subject to cancellation by Buyer, either in whole or in part, without Seller's written permission and then only upon terms that will equitably indemnify Seller.
- 14.2 In the event of inability to perform the Contract as a result of Force Majeure, the party wishing to make a claim to Force Majeure shall immediately notify the other party in writing of the start and the cessation thereof, and the cause or event giving rise to it. If it is established that Force Majeure has occurred, the party claiming Force Majeure will be relieved from performing its obligations under the Contract for as long as such performance is prevented, delayed or hindered thereby.

- 14.3 In the event of bankruptcy, suspension of payment, closure, liquidation, or full or partial transfer -whether or not as security- of the business of Buyer, resulting in the transfer of a major part of the Buyer's receivables, Seller shall be entitled, without notice of default and without judicial intervention being required, either to suspend the performance of the Contract or to cancel the Contract in full or in part, without being liable for compensation or bound by any guarantee, and without prejudice to his further rights. During and directly after the period of suspension the Seller is entitled to compensation of the suspended Contract.
- 14.4 Termination of the Contract, for whatever reason, shall occur without prejudice to the rights of the parties accrued under the Contract up to the time of termination.
- 15. Waiver**
- 15.1 Waiver by Seller due to breach by Buyer of any provision of this Contract shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereafter, shall remain in full force and effect.
- 16. Compliance**
- 16.1 Unless otherwise agreed upon, Seller does not guarantee compliance of the Product(s) furnished with any law, rule, regulation or ordinance of a State, or local Government, or any other Governmental agency that may in any way be applicable to the manufacture, sale or performance of the Product(s) furnished.
- 17. Installation and start-up**
- 17.1 Buyer shall be completely and exclusively responsible for providing all product(s), tools, labour, services and governmental authorisations required for the unloading, assembly, installation, start-up, operation and maintenance of the Product(s) and adequate and properly constructed foundation and structural support to insure the Product(s)' unimpaired operation under normal conditions.
- 17.2 If Buyer desires to make use of the support of Seller's personnel, Buyer and Seller shall mutually agree on the time and conditions of such support based on Seller's "General Service Conditions".
- 18. Disputes**
- 18.1 Any dispute between Parties arising out of, or in connection with a Contract, the interpretation of this Contract shall be referred to each Party's senior management for resolution through good faith negotiations. An attempt to reach a settlement shall be deemed to have failed as soon as a Party so notifies the other Party in writing to that effect. If Parties fail to amicably solve a dispute, the court of Bern, Switzerland, shall be the competent court to decide on the dispute.
- 19. Applicable law**
- 19.1 Any offer from Seller and any Contract shall be governed by Swiss Law.
- 19.2 No other laws or regulations shall apply to this contract, unless otherwise agreed upon. In particular, the enforcement of the UN Sales Law Convention is excluded.
- 20. Date of commencement**
- 20.1 These General Terms and Conditions have come into effect as of February 2018.