

1. General

The following General Terms and Conditions ("T&C") are valid for all offers, sales and deliveries of all goods ("Products") and/or services ("Services") of Skan US, Inc. ("SKAN"). Upon placement of the order, the purchaser ("Customer") acknowledges the exclusive applicability of the present T&C.

General terms and conditions or similar of the Customer only apply if SKAN explicitly accepts them in writing.

2. Conclusion of Contract

If agreed in writing, offers from SKAN are binding for the specified period of validity. In the absence of such, the offer is not binding and merely an invitation to the Customer to place an order. In any case, the contract shall be considered as concluded upon written confirmation by SKAN ("Confirmed Order").

3. Prices

Unless otherwise agreed in writing, prices are exclusive of ancillary costs and sales taxes. All ancillary costs incurred, e.g. for freight, customer specific packaging, shipping cost insurance, costs for bank guarantees, site cleaning, export, transit, import and other permits as well as notarisations shall be borne by the Customer. The Customer shall also be liable for all state, local, sales/use/special taxes, levies, fees, custom duties and the like that are imposed in relation to the Products and/or Services unless the Customer provides an exemption certificate prior to shipment. For Services, the agreed prices apply to the work stipulated in the Confirmed Order. Services not expressly agreed are not part of the Confirmed Order.

4. Payment Conditions

Unless otherwise agreed, payments must be made in full by the Customer within 30 (thirty) days of the date of invoicing without deduction. Customer will have no right under this Agreement to withhold or offset any amounts owed (or to become due and owing) to SKAN or any of its affiliates. The duty of payment shall be deemed to have been effected as soon as the amount invoiced is at full disposal of SKAN in the agreed currency.

If the Customer is in arrears with a payment, or if SKAN has cause for concern that the Customer's payments will not be received in entirety or punctually due to circumstances that occurred subsequent to conclusion of the contract, then SKAN is authorised to suspend further fulfilment of the Confirmed Order until it has received adequate securities within the set period of time. Otherwise, SKAN is entitled to withdraw from the contract and to claim damages plus compensation pursuant to section 7 below.

If the Customer does not adhere to the agreed payment deadlines, then SKAN may, without prejudice to any other rights, charge an interest of 1.5% per month on overdue payments, from the due date until full payment is received.

5. Place of Delivery and Delivery Deadline

Unless otherwise stipulated in the Confirmed Order, all deliveries of Products are made DAP at the Customer's ramp pursuant to Incoterms 2010.

The delivery deadline shall be deemed as met with the notification of the intent to deliver to the Customer.

6. Default of Acceptance

In the event that the delivery of the Products is delayed for reasons within the Customer's control or Customer is defaulting on a preparatory act for a Service or a Product, then SKAN is entitled to claim compensation for damages arising from this, including any additional expenditure (e.g. storage costs). SKAN will charge fixed compensation for storage costs, amounting to 1% of the order volume per month, beginning with the notification of intent to deliver the Products. The right to claim for higher actual damage is reserved.

7. Cancellation

Either party shall have the right to terminate a Confirmed Order without cause, by giving the other party sixty (60) days written notice thereof. The cancellation of the Confirmed Order by the Customer entitles SKAN to claim compensation from the Customer, in addition to other damages caused by the cancellation. Any accrued or paid installments under the Confirmed Order shall be "deemed earned". If the installment amounts are not sufficient, Customer shall pay SKAN's actual costs to the day the notice to stop work is issued, including any reasonable and necessary expenses incurred by SKAN with an addition of a 20 % (twenty per cent) mark-up ("Cancellation Fee"). The parties acknowledge and agree that the Cancellation Fee does not constitute a penalty, that SKAN's damages would be impossible or very difficult to accurately estimate at the time of Confirmed Order, and that the Cancellation Fee is a reasonable estimate of the anticipated or actual harm that might arise from the cancellation.

8. Transfer of Ownership and Risk

The transfer of risk of the Products to the Customer shall take place according to the applicable Incoterms (see section 5).

If shipment is delayed for reasons beyond SKAN's control, the risk is transferred to the Customer at the original time intended for dispatch ex-works. From this time on, the Products are stored and insured at the expense of, and at the risk of, the Customer. The ownership of the Products shall only be transferred to the Customer after SKAN has received full payment, including costs such as interests, fees and expenses.

9. Inspection and Acceptance of Products and Services

SKAN inspects the Products prior to shipment to the usual extent. If Customer requests more extensive inspections, these must be agreed separately. Complaints must be notified in writing and submitted to SKAN within 5 (five) days after delivery or execution for obvious defects. Hidden defects must be reported no later than 5 (five) days after their discovery, in any case within the warranty period according section 12 below. This also applies in the event of immediate onward sale of the Products by Customer.

In case that the Customer has timely reported the defects of Products or Services, within the responsibility of SKAN, Customer has the right to have them rectified within a reasonable period.

10. Services

SKAN offers Services to the Customer on a non-exclusive basis. The Services are described in the offer or an accompanying statement of work and include the project scope, functions, responsibilities and the estimated term of the services. Any Services not specifically described in the offer or statement of work cannot be deemed to be implied by and included within the scope of the Services.

The Customer is responsible for ensuring that all necessary arrangements for the proper provision of the Service have been made in good time at the place of use. This applies in particular to accident prevention, workplace equipment (e.g. tools, auxiliary staff) and on-site provisions (such as power supply, cranes, means of transport). If the Customer is defaulting, section 6 applies. The same applies to waiting times, for which the Customer is responsible. SKAN is solely responsible for the careful execution of the Service.

SKAN shall be entitled to reject the provision of a Service on a case-by-case basis if, in the opinion of SKAN, a defect in repair or a security risk exists without being liable for damages.

11. Transfer of rights and obligations

SKAN reserves the right to transfer rights and obligations under these Terms and / or the Confirmed Order to third parties or have them performed by third parties.

12. Warranty

SKAN warrants that the Products comply with the agreed specifications as defined by SKAN. The warranty begins with the delivery of the Product at the premises of the Customer and ends, whichever occurs first, either

(i) 12 months after site acceptance test or (ii) 18 months after delivery, whichever is earlier or according to manufacturer specifications.

If and insofar as the Products do, within the warranty period, no longer comply with the specifications, SKAN shall repair the Products within a reasonable period at no cost for the Customer.

The Customer will forfeit claims on the warranty prematurely when it, or third parties, make improper alterations or repairs to the Products, or if the Customer fails to inform SKAN immediately after occurrence of the damage.

Liability is explicitly excluded for normal wear and tear (especially wearing parts), deficient maintenance, non-observance of operating specifications, excessive operational demands, the use of unsuitable operating materials, chemical or electrolytic exposure, construction or assembly work not performed by SKAN, as well as due to other reasons beyond SKAN's control. For parts subject to replacement or repairs a new warranty period begins.

This warranty applies exclusively and in lieu of all other express, implied, statutory, contractual or other warranties, representations, terms or other provisions.

13. Limitation of Liability

IN NO EVENT SHALL SKAN BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SKAN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY OF THE PROVISIONS HEREOF, SKAN'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS OR FEES FOR THE SERVICE, AS MAY BE APPLICABLE, GIVING RISE TO SUCH CLAIM.

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE T&C FAIRLY ALLOCATE THE RISKS BETWEEN SKAN AND CUSTOMER, THAT SKAN'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SKAN WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER TO SELL PRODUCTS TO CUSTOMER.

SKAN shall not be liable for, and Customer assumes responsibility and shall indemnify and hold SKAN harmless for, any and all claims, including without limitation claims for (a) personal injury or property damages, resulting from the improper use, operation, or maintenance or unauthorized alteration, modification or repair of the Products, Customer's failure to properly communicate SKAN's instructions and warnings to users of the Products or non-compliance with applicable laws, rules and regulations, (b) Customer's gross negligence or willful misconduct, or (c) breach of Customer's representations or obligations under this Agreement.

14. Force Majeure

Neither party shall be liable to the other in any way for damages, losses, costs or expenses arising out of or in connection with delays, restrictions, disturbances or defaults in the fulfilment of obligations to the other party that are caused by circumstances beyond the reasonable control of the respective party, in particular by natural disasters, laws and regulations, official measures such as import, export, transit and payment authorisations or restrictions, orders or decisions of a court, epidemics, mobilisation, war, operational disruptions, accidents, labour conflicts, delays in the delivery of materials delivered by suppliers, defects in these materials or difficulties in acquiring these materials, shortage or failure of transport means, failure of facilities or essential machines, emergency repairs or emergency maintenance, failure or shortage of energy and water supply ("Force Majeure"). Notwithstanding the foregoing, the Customer's payment obligations under these T&C and/or Confirmed Order shall not be affected by a Force Majeure.

15. Intellectual Property Rights

SKAN retains any and all intellectual property and other rights, title and interest, to and in diagrams, sketches and other technical documents, presentations, training documents, brochures, catalogues, samples and other documents prepared by SKAN in connection with the marketing and sale of the Products or Services (collectively, "SKAN Materials"). SKAN grants Customer a limited, non-exclusive, worldwide, fully paid up, non-sublicenseable, non-transferable (except together with the Products), revocable license to use the SKAN Materials solely in connection with Customer's use of the Products or the Services in accordance with these T&C's and/or a Confirmed Order. All other rights, including without limitation to reproduce or distribute the SKAN Materials, are expressly reserved.

Customer expressly agrees not to reverse engineer the Products or components thereof or analyze the Products or the components thereof in order to determine their material composition.

16. Confidentiality and Data Protection

The Customer is obliged to treat all of SKAN's personal data, information, trade and company secrets, know-how, inventions and developments, irrespective of whether subject to protection or not, it has become privy to within the context of contractual fulfilment as strictly confidential and to use them only for the purposes of the Confirmed Order. For all information in connection with the handling of the Customer's data, SKAN refers to its separate privacy policy, which is available at www.skan.ch.

17. Export Control

Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any third parties to) use the Products in violation of any U.S. export embargo, prohibition or restriction.

18. Severability Clause

Should provisions contained in these T&C be invalid in whole or in part, be impracticable or incomplete, then another provision resulting in an appropriate reconciliation of interests for both parties to the contract from a sensible, objective perspective will take its place or be used to close a loophole.

Should individual provisions prove invalid, then the validity of the other provisions remains unaffected.

19. Applicable Law, Venue & Miscellaneous

The rights and obligations of the parties arising out of or in connection with these T&C and/or with a Confirmed Order are governed by the laws of the State of North Carolina and the federal laws of the United States of America. The provisions in the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

All legal proceedings and court actions initiated shall be subject to the exclusive jurisdiction of the courts of Raleigh, NC.

Deviations, amendments and supplements to these T&C, including subsidiary agreements, require the written form in order to be effective.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE T&C.

**Raleigh, NC
January 2020**