

GENERAL TERMS OF BUSINESS Pro Ace LLC, Switzerland (Dated: 01/06/2015)

1 GENERAL

These General Conditions of Sales and Delivery of Pro Ace LLC, Rotkreuz (hereinafter called „Pro Ace“) shall apply to all sales agreements entered into with Customers for all goods sold by Pro Ace LLC. Any conditions stipulated by the Customer, which are in contradiction to these General Conditions shall only be valid if expressly accepted by Pro Ace.

2 Conclusion of the contract

The contract shall be deemed to have been entered into upon receipt of written confirmation stating that Pro Ace has accepted the order. Pro Ace reserves the right to reject purchase orders without indicating the reasons therefore.

3 Scope of Supplies

- 3.1 The supplies are specified in the order confirmation. Any material and services, which are not included therein, shall be additionally charged.
- 3.2 Pro Ace shall be entitled to make any changes, as long as they lead to improvements in quality or performance.

4 Prices

- 4.1 Goods sold by Pro Ace shall be priced according to the price lists valid at time of receipt of the order.
- 4.2 Unless otherwise agreed upon, all prices shall be deemed to be net ex works (EXW, Incoterms 2010), in Euro (€), including standard packing.
- 4.3 All cost for sea freight- and airfreight packing, freight, insurance, duties, export, transit and import duties permits and other certificates, as well as cost for installation, operation and maintenance shall be borne by Customer.
- 4.4 Pro Ace reserves the right to modify its prices at any time without notice. Price increases shall be valid for purchase orders on or after the date of the price increase was effective.

5 Terms of payment

- 5.1 Payments by Customer, as far as no other terms have been agreed upon, shall be made either by electronic funds transfer (50% due to confirm order and 50% due before shipment leaves EXW) or by irrevocable letter of credit granted by a well-known reputable Swiss bank. Ordered goods shall only be delivered upon receipt of the written confirmation from the bank. All local and overseas charges, fees and expenses by any bank and by any transfer institute are born by Customer.
- 5.2 Payments shall be made by Customer to the registered address of Pro Ace without any deduction for cash discount, expenses, taxes or duties of any kind.
- 5.3 In case of delay in payment Pro Ace is entitled to charge an interest according to the benchmark interest rate of the Swiss National Bank plus 6 % p.a. For each reminder a charge of € 50 will be charged. Pro Ace shall have the right without prejudice to any other rights to withhold delivery of open purchase orders or to accept new orders against pre-payment or other securities. Debts passed on to a collecting agency are subject to additional fees.
- 5.4 Customer is neither entitled to partial payment nor to offset against counter-claims. Customer shall not have the right to withhold payment in case of complaints.

6 Proprietary Right

Pro Ace shall retain ownership of the products supplied until full payment has been received. The Customer shall take all necessary measures for the protection of the property of Pro Ace, and to insure against theft, fire, water and other risks.

7 Delivery Time

- 7.1 The delivery time shall start as soon as the order has been entered into and all technical and commercial points have been settled.
- 7.2 Pro Ace shall, whenever possible, deliver to Customer the full purchase order in one shipment. Customer agrees to accept partial delivery.
- 7.3 The delivery time shall be reasonably extended:
 - if agreed terms of payment are not met, letters of credit are opened too late, or the necessary import licenses are not received by Pro Ace on time.

- if hindrances occur which Pro Ace cannot prevent despite using the required care. Such hindrances include, but shall not be limited to, epidemics, mobilization, war, revolutions, serious breakdown in the works, late or deficient delivery by subcontractors of raw material semi-finished or finished products, natural catastrophes.

- 7.4 There shall be no return of goods but in exceptional cases and subject to a written agreement and restocking fee.

8 Forwarding, Transport and Insurance

- 8.1 The products will be carefully packed. Special packing shall be available upon Customer's request and at Customer's expense.
- 8.2 Transport shall be at Customer's expense and risk. Complaints in respect of transport shall be submitted immediately by Customer to the last carrier on receipt of the products or the shipping documents.
- 8.3 Insurance against risk of any kind is the responsibility of Customer.

9 Inspection and Acceptance of the Supplies

The Customer shall inspect the supplied products within 5 days after receipt and is deemed to have accepted the products unless written notice of rejection is received by Pro Ace within 5 days after delivery of the products. The Customer waives any right to revoke acceptance thereafter.

10 Limited Factory Warranty and Disclaimer

- 10.1 The warranty period starts with the date of the invoice; unless otherwise agreed in writing, the warranty period granted for ionization modules, controllers and high voltage power supplies will not exceed 24 months; for ancillary components and components requiring regular maintenance (i.e. tubes, sensors) the warranty period will not exceed 12 months, provided such maintenance has been carried out as stipulated.
- 10.2 Pro Ace agrees to transfer to Customer whatever transferable warranties Pro Ace receives from the manufacturer of Products sold to Customer, and Customer agrees such warranties to be fully sufficient. Pro Ace makes no other warranty, express or implied, with respect to the Products.
- 10.3 Pro Ace's liability arising out of any sale of products to Customer is expressly limited to either (1) Refund of the purchase price paid by Customer for such Products (without interest), or (2) Repair and/or replacement of such Products, at Pro Ace's election, with such remedies exclusive and in lieu of all others.
- 10.4 In case of any defective product Customer must notify Pro Ace before expiry of the warranty period. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Implied warranties of fitness for a particular purpose and merchantability are specifically excluded and shall not apply.
- 10.5 Customer's obligations and Pro Ace's remedies with respect to defective or nonconforming products, are solely and exclusively as stated herein. Furthermore, no warranty will apply if the product has been subject to misuse, static discharge, neglect, accident, modification, or has been altered in any way.
- 10.6 Not mentioned claims for compensation, for reduction, for termination and for withdrawal of the contract are excluded. Pro Ace shall not be liable for any direct, indirect, consequential or incidental damages, including damages for loss of business, information, loss of profits, production interruption and the like, subject to the compelling product liability law.

11 Governing Law and Jurisdiction

The present contract shall be governed in all respects by Swiss Law. The place of jurisdiction for any disputes shall be at the registered office of Pro Ace in German language. The validity of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG, „Vienna Sales Convention“) is excluded.

12 Final Provisions

- 12.1 Pro Ace shall not acknowledge any General Terms of Business other than these provided herein. The Customer hereby expressly waives the application of Customer's own General Terms of Business.
- 12.2 Pro Ace's acceptance of a purchase order shall not be deemed as an acceptance of Customer's General Terms of Business even if such acceptance appears in the purchase order.
- 12.3 The invalidity of a specific provision of these General Terms of Business shall not affect the validity of the remaining provisions.