

## GENERAL TERMS AND CONDITIONS OF PURCHASE PROLABNL BV (“PROLAB”)

### 1. GENERAL

- 1.1 These General Terms and Conditions of Purchase (hereinafter “PURCHASE TERMS”) apply to all purchases (hereinafter “SCOPE OF SUPPLY”) of PROLAB, unless PROLAB has expressly agreed otherwise in writing. “PROLAB” means the company which issued the PURCHASE ORDER as defined in 1.2.2.
- 1.2 In case of contradiction between contract documents, i.e. the PURCHASE ORDER of PROLAB plus all documents referred to therein (the said documents hereinafter called “CONTRACT”), the following order of precedence shall apply:
1. Negotiated, agreed and mutually signed document
  2. PROLAB’S Purchase Order (hereinafter “PURCHASE ORDER”)
  3. PROLAB’S PURCHASE TERMS
  4. PROLAB’S request for offer
  5. SUPPLIER’S offer
  6. SUPPLIER’S Sales Terms and Conditions
- 1.3 All documents making part of the CONTRACT can be changed only in a written, duly signed document.
- 1.4 PROLAB may regard as binding upon the SUPPLIER, all written data and information submitted by SUPPLIER in connection with the tendering or placing of a PURCHASE ORDER process, unless such data and information is clearly marked as being non-binding.
- 1.5 Unless otherwise agreed, delivery shall be made DDP. Trade terms like DDP, FOB, CIF, EX WORKS etc. shall be interpreted in accordance with the INCOTERMS 2010 or, after replacement thereof, the then effective INCOTERMS.

### 2. OFFERS IN REPLY TO INVITATIONS

- 2.1 All offers shall be without cost for PROLAB, even if they have been submitted on PROLAB’S request.
- 2.2 Unless otherwise agreed upon, offers shall be open for acceptance for 60 (sixty) days following receipt by PROLAB.

### 3. PURCHASE ORDERS, DATA DELIVERED BY PROLAB

- 3.1 PURCHASE ORDERS shall be valid only if they are placed in writing on PROLAB’S official form and transmitted to the SUPPLIER by either facsimile, mail or e-mail. Any oral agreement, amendment or change of any PURCHASE ORDER shall be valid only if confirmed by PROLAB in writing. Sketches, drawings, comments, specifications, etc. shall form an integral part of the CONTRACT provided that they are expressly mentioned in a PURCHASE ORDER.
- 3.2 The CONTRACT shall be deemed to have been entered into upon receipt of the PURCHASE ORDER, unless SUPPLIER takes exception to the PURCHASE ORDER in writing within five (5) working days after receipt of the PURCHASE ORDER. Upon SUPPLIER’S start of the execution of the PURCHASE ORDER, the PURCHASE ORDER shall in any case be deemed to have been accepted by the SUPPLIER.
- 3.3 SUPPLIER shall be obliged to refer to PROLAB should SUPPLIER perceive an error or open point regarding essential parts of the CONTRACT, particularly in respect of quantity, price, or term. SUPPLIER is responsible for becoming acquainted with all essential data and circumstances as well as the respective intended purpose.

### 4. SUBCONTRACTING

SUPPLIER shall not subcontract any part of the work on any goods or services to be supplied under the CONTRACT without prior written approval of PROLAB and shall submit to PROLAB a list containing all subcontractors. SUPPLIER must provide to subcontractors all necessary information such that all purchasing requirements will be fulfilled, including key characteristics applicable to the subcontractor’s scope of work. This provision shall not apply to purchases of standard commercial products, nationally advertised products, or raw materials.

### 5. PRICES AND PAYMENT

- 5.1 Unless otherwise specified in the PURCHASE ORDER, the prices agreed shall be fixed prices and shall remain unchanged until completion of the CONTRACT and shall include packaging and freight costs, taxes and duties, however without Value Added Taxes.
- 5.2 Value added taxes (VAT), sales taxes or other taxes, as well as packaging and freight costs shall be stated separately in the invoice.
- 5.3 For a period of two (2) years following the completion of the CONTRACT, PROLAB may, upon its request, audit all SUPPLIER records related to the SCOPE OF SUPPLY. However, Supplier may exclude trade secrets, formulas, or processes from audit unless PROLAB arranges for review by a third party under obligation of confidentiality. For purposes of the audit, SUPPLIER shall make its books and records available to PROLAB during normal business hours and shall permit PROLAB to have reasonable access to the SUPPLIER'S facilities to the extent necessary to conduct the audit. Additionally, SUPPLIER shall secure the compliance of its subcontractors to the extent necessary for PROLAB to conduct an audit pursuant to this provision.
- 5.4 Unless otherwise agreed upon, the CONTRACT price shall be paid within sixty (60) days net after acceptance of the SCOPE OF SUPPLY and issuing of invoice, whichever date is later.
- 5.5 If PROLAB makes advance payments, SUPPLIER shall, at PROLAB'S written request, provide an irrevocable and unconditional first demand bank guarantee in the amount of the advance payments, issued by a first class bank acceptable to PROLAB and shall be valid for CONTRACT period plus three (3) months.
- 5.6 On delay of requested certificates of material, quality documents, or other documents pertaining to the SCOPE OF SUPPLY, PROLAB shall be entitled to extend any agreed payment period appropriately.
- 5.7 PROLAB reserves the right to set off counter-claims of PROLAB or affiliated PROLAB companies against payments owed to SUPPLIER. SUPPLIER shall only be entitled to assign claims against PROLAB to third parties with PROLAB'S prior written approval, which PROLAB shall not refuse unreasonably.
- 5.8 PROLAB shall be entitled to a discount of two percent (2%) on the invoice amount, excluding the amounts to be stated separately in accordance with section 5.2 above, for payment within fourteen (14) days after the invoice receipt.
- 6. FREE ISSUE MATERIALS / TOOLING**
- 6.1 The title to materials and/or tools (such as dies, jigs, fixtures, patterns, gauges, molds, test equipment) supplied by PROLAB ("FREE ISSUE MATERIALS") for execution of an order shall remain with PROLAB even following machining or processing. Such materials and/or tools shall be marked as PROLAB'S property and shall be stored separately until machined or processed. Upon request by PROLAB, machining waste from FREE ISSUE MATERIALS shall be returned to PROLAB. The SUPPLIER shall be required to notify PROLAB immediately of any faulty or insufficient quantity of material. FREE ISSUE MATERIALS made available by PROLAB must be used exclusively for the execution of the PURCHASE ORDER placed by PROLAB. They must neither be copied nor used for other purposes unless SUPPLIER has obtained PROLAB'S prior written approval.
- 6.2 If tooling and tool design is provided by SUPPLIER on the PURCHASE ORDER, it will be priced separately and when finished must be invoiced separately, unless otherwise agreed. If the cost of tooling and tool design is to be amortized and included in the unit price of goods being supplied under present and future PURCHASE ORDERS, then the invoice must state the total cost of the tooling, the number of units the tooling cost is to be amortized over, and the portion charged to past PURCHASE ORDERS as well as the portion charged to the current PURCHASE ORDERS. Tooling and tool drawings paid for by PROLAB become PROLAB'S property and are to be used exclusively to perform PROLAB'S PURCHASE ORDERS unless otherwise expressly authorized in writing by PROLAB. PROLAB reserves the right to accelerate payment on tooling being amortized for the purpose of ownership.
- 6.3 Tooling and tool designs belonging to PROLAB, independent of whether provided by PROLAB or delivered by SUPPLIER, as well as FREE ISSUE MATERIALS, shall be at PROLAB'S disposal for any purpose, and the SUPPLIER agrees to deliver such tooling, tool designs and FREE ISSUE MATERIALS on request of

PROLAB at no expense, except however of shipping expenses. The tooling, tool designs and FREE ISSUE MATERIALS shall be insured by SUPPLIER against damage and loss, and the SUPPLIER agrees to be responsible for normal maintenance, storage, damage or loss of tooling while on consignment in his facility, at no expense to PROLAB.

## 7. DATE OF DELIVERY AND CONSEQUENCES OF DELAYS

7.1 TIME IS OF THE ESSENCE. SUPPLIER shall deliver on agreed time. Early deliveries will not be accepted unless expressly accepted in writing. PROLAB shall be entitled to deduct arising cost thereof such as cost for storage etc. from the CONTRACT price. The date of delivery shall be deemed to have been met, if:

a) for EX WORKS deliveries, readiness for dispatch of the SCOPE OF SUPPLY including all documents, has been announced to PROLAB (department responsible for the CONTRACT) before expiry of the delivery date;

b) in all other cases, the SCOPE OF SUPPLY, including all documents, has arrived at the place of destination and/or the performance of the services has been accepted by PROLAB before expiry of the delivery date.

7.2 SUPPLIER shall provide PROLAB with immediate notification of foreseeable delays in delivery, stating the reasons for the delay and the expected duration of the delay, regardless of whether the whole or part of the SCOPE OF SUPPLY is concerned. SUPPLIER is obliged to undertake at own costs all reasonable measures in order to prevent or remedy delays in delivery.

7.3 Except for cases of delayed delivery involving a genuine occurrence of an event of Force Majeure, PROLAB shall be entitled pursue all claims provided by law, irrespective of whether the SUPPLIER has notified the delay or a penalty has been agreed upon.

7.4 Subject to section 7.3 above, if a fixed date has been agreed upon for the execution of the SCOPE OF SUPPLY, and if this date will not be observed due to reasons attributable to SUPPLIER or its subcontractors, then:

(i) PROLAB reserves the right to terminate the CONTRACT and to ask for the reimbursement of all advance payments made after having given SUPPLIER a last opportunity to fulfill its obligations. If SUPPLIER does not promptly return advance payment funds, then at PROLAB'S discretion, an interest charge of up to one percent (1%) per month and twelve percent (12%) per annum may be charged against any outstanding balance of advance payments. In addition PROLAB may seek reimbursement for any related collections and attorneys' fees; or

(ii) PROLAB reserves the right to ask the SUPPLIER to provide to PROLAB with all work that has been completed in exchange for payment of the value of the work that is satisfactorily completed and provided to PROLAB.

7.5 If the delivery date has not been met, and provided PROLAB does not exercise its rights described in section 7.4 above, SUPPLIER shall pay a penalty for the delay in addition to the damages caused by the delay. This penalty shall amount to one and a half percent (1.5 %) per full week of the purchase price for the entire SCOPE OF SUPPLY. The aggregate penalty for delay shall not exceed nine percent (9%) of the entire purchase price. Penalties paid shall be deducted from actual damages claimed by PROLAB.

7.6 SUPPLIER shall not be entitled to use the non-arrival of essential documents, FREE ISSUE MATERIALS or other objects to be supplied by PROLAB as a defense, unless the same had been demanded in good time from PROLAB, or, if dates of delivery had been agreed, a reminder had been sent in due time to PROLAB.

## 8. PACKAGING, SHIPMENT

8.1 Unless otherwise agreed upon, the SCOPE OF SUPPLY shall be shipped DDP to the place of destination. SUPPLIER shall be liable for suitable and appropriate packaging, protecting the goods against damage and corrosion during shipment, and, where applicable, any subsequent short term storage (i.e. up to a maximum of 60 days). Where special packaging is agreed, PROLAB'S packing instructions are required to be strictly observed. SUPPLIER shall be liable for damages due to improper packaging and/or failure to conform to PROLAB'S instructions.

8.2 PROLAB reserves the right to return, for a refund, any part of the SCOPE OF SUPPLY which is damaged or corroded as a result of improper packing or SUPPLIER'S failure to observe specific packaging instructions. The cost of return shipment shall be absorbed by the SUPPLIER.

8.3 Where special care is required during unpacking, SUPPLIER shall notify PROLAB about the specifics thereof in due course. In particular, a suitable and conspicuous warning shall be attached to the packaging.

## 9. COMPLIANCE WITH APPLICABLE LAWS

9.1 SUPPLIER warrants that it will comply with all applicable laws, statutes, rules, regulations or orders in the performance of the SCOPE OF SUPPLY, and shall provide all documents required for the export from the place of production and import to the place of end-use, such as but not limited to certificates of origin, export licenses, material safety data sheets, etc.

## 10. DELIVERY / EXPORT CONTROL

10.1 Partial deliveries and/or deliveries made prior to the agreed date of delivery shall not be permitted without PROLAB'S express prior written approval.

10.2 SUPPLIER undertakes to inspect the goods before shipment to ensure that they comply in terms of quality and quantity with the PURCHASE ORDER. Only material which has passed the inspection shall be delivered.

10.3 Each shipment has to include a detailed delivery note containing PROLAB'S special instructions or references, confirmation that an inspection has been performed, and in particular PROLAB'S PURCHASE ORDER number. For shipments to different delivery addresses, PROLAB requires separate delivery notes.

10.4 Unless otherwise agreed upon, SUPPLIER shall provide duplicate copies of its invoice to PROLAB. One copy shall be enclosed with the SUPPLIER'S shipment. A second invoice shall be marked as "COPY", and mailed to PROLAB'S billing address. Any costs caused by non-compliance shall be borne by the SUPPLIER.

10.5 All correspondence (letters, delivery notes, invoices etc.) must show PROLAB'S PURCHASE ORDER number, order date, the quantities specified in the order

or in connection with a specific article or section, delivery notes also with indication of gross and net weight. The delivery note must indicate the delivery address according to the CONTRACT.

10.6 The SUPPLIER hereby represents and warrants that it is, and will remain in compliance with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and International Traffic in Arms Regulations. Such requirements include, but are not limited to obtaining all required authorizations or licenses for the export or re-export of any controlled item, product, article, commodity, software or technology. Without limiting the generality of the foregoing, the SUPPLIER hereby represents and warrants that it has not been, and is not currently, debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States or any other state. The SUPPLIER agrees to indemnify and hold harmless PROLAB from any costs, penalties or other losses caused by, or related to, any violation or breach of the warranties contained in this provision.

## 11. TRANSFER OF OWNERSHIP AND RISK

11.1 Transfer of ownership shall take place at the time when the SCOPE OF SUPPLY or parts thereof have been finished. Between transfer of ownership and delivery, SUPPLIER will store the SCOPE OF SUPPLY without costs to PROLAB and mark them as owned by PROLAB. Furthermore, SUPPLIER undertakes to store and insure the SCOPE OF SUPPLY as if the ownership would not have been transferred.

11.2 Risk shall pass to PROLAB at the time of arrival of the delivery at the agreed place of delivery.

11.3 Should the requested shipment documents not be supplied in accordance with the CONTRACT and/or PROLAB'S instructions, the goods shall be stored at the SUPPLIER'S charge and risk until arrival of the same.

## 12. TERMINATION FOR CONVENIENCE, CANCELLATION FOR DEFAULT

### 12.1 Termination for Convenience

Work may be terminated under the CONTRACT by PROLAB at the sole discretion of PROLAB in whole or in part at any time by written notice. In this case, PROLAB shall reimburse the SUPPLIER'S actual and non-cancelable expenses, which it necessarily incurred for the appropriate execution of the CONTRACT until termination, all as determined by generally accepted accounting principles. Such reimbursable expenses shall not include the business profit, fixed overhead, royalties, development cost for serial machines and other similar cost of the SUPPLIER. In consideration of the payment made, SUPPLIER shall deliver or assign to PROLAB any work in progress, and PROLAB shall be entitled to use said work in progress at its own discretion.

#### 12.2 Cancellation for Default

In the event SUPPLIER shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of SUPPLIER'S insolvency, or in the event SUPPLIER is in default of any provisions or requirements under the CONTRACT, PROLAB may, by written notice to SUPPLIER, without prejudice to any other rights or remedies which PROLAB may have under the CONTRACT, cancel further performance by SUPPLIER under the PURCHASE ORDER. In the event of such cancellation, PROLAB may complete the performance of the PURCHASE ORDER by such means as PROLAB selects, and SUPPLIER shall be responsible for any additional costs incurred by PROLAB in so doing, SUPPLIER shall deliver or assign to PROLAB any work in progress as PROLAB may request and shall grant PROLAB the right to use or have used all SUPPLIER documentation required for the completion of the SCOPE OF SUPPLY. Any amounts due to SUPPLIER for goods and services completed by SUPPLIER in full compliance with the terms of the CONTRACT prior to such termination shall be subject to set off of PROLAB'S additional costs of completing the PURCHASE ORDER and other damages incurred by PROLAB as a result of SUPPLIER'S default.

#### 13. INSPECTION, DRAWINGS, TEST CERTIFICATES, OPERATING INSTRUCTIONS, SPARE PARTS

13.1 PROLAB or its representatives shall be entitled, with reasonable notice, to carry out inspections and ongoing examinations of the production, respectively to reject faulty parts during manufacturing. Inspections or exam-

inations shall not relieve SUPPLIER from its exclusive responsibility for the whole SCOPE OF SUPPLY. During the execution of the CONTRACT, SUPPLIER shall allow free access to the manufacturing plants as well as to those of its subcontractors during reasonable business hours.

13.2 PROLAB'S approval of any drawings, documents or the like shall not relieve SUPPLIER of its responsibility for the SCOPE OF SUPPLY.

13.3 Final drawings, test certificates, maintenance and operating instructions and spare parts' lists required for the proper maintenance of the SCOPE OF SUPPLY shall be provided to PROLAB in the quantities and languages requested together with the delivery at the latest.

13.4 If applicable, SUPPLIER undertakes to deliver to PROLAB spare parts related to the SCOPE OF SUPPLY, at PROLAB'S request, within ten (10) years after acceptance as described in Article 14 hereof. Prices for spare parts shall be fair and equitable.

#### 14. ACCEPTANCE, WARRANTY AND GUARANTEES

14.1 Unless otherwise agreed upon in writing, acceptance shall take place after delivery at the place of destination or after placing into operation, whichever occurs later. Payment for work in whole or part will not constitute acceptance.

14.2 SUPPLIER expressly warrants that the entire SCOPE OF SUPPLY covered by the CONTRACT will conform to the specifications, drawings, samples, performance guarantees, or any kind of description furnished by or specified by PROLAB, and will be of merchantable and good material and workmanship and free from defects. SUPPLIER expressly warrants that the material covered by the CONTRACT will be fit and sufficient for the purpose specified. If certificates, test reports or similar documents form part of the agreed SCOPE OF SUPPLY, the data contained therein shall be deemed as warranted characteristics, even if such certificates etc. originate from the SUPPLIER'S subcontractors.

14.3 Unless otherwise agreed upon in writing, SUPPLIER expressly warrants that in executing the CONTRACT, SUPPLIER and the subcontractors have applied the principles of quality assurance according to the relevant

ISO or equivalent standards. Quality records have to be safely archived for the period required by the applicable law for the respective goods, however not less than ten (10) years after acceptance as defined in Article 14.1 hereof.

14.4 Should SUPPLIER fail to meet the warranties or guarantees during the warranty and guarantee period, SUPPLIER shall at PROLAB'S option promptly remedy the defects at PROLAB'S facility, or at its customer's facility or site, or have the defects remedied at SUPPLIER'S costs by a third party. Should SUPPLIER fail to promptly remedy any defects or in case of emergency, PROLAB shall be entitled to remedy the defects itself or cause them to be remedied by a third party, in each case at the SUPPLIER'S cost. If the replacement or repair of defective goods or services is not desired, SUPPLIER shall grant PROLAB an adequate reduction of the CONTRACT price to reflect the value of the goods or services in their non-remedied state.

14.5 Following receipt, PROLAB or its customers shall have a reasonable period of time to inspect the SCOPE OF SUPPLY or parts thereof. PROLAB will promptly notify SUPPLIER of any defects that are discovered during inspection. SUPPLIER waives any claim that it has not been notified of a defect promptly.

14.6 Unless otherwise agreed in the CONTRACT, the warranty and guarantee period shall extend twenty-four (24) months from acceptance by PROLAB.

Likewise, repaired or replaced goods shall be warranted and guaranteed for a period of the remainder of the original warranty period or twelve (12) months from acceptance by PROLAB or putting into commercial operation of the repaired or replaced part(s) or material(s) (whichever period is longer) provided under the PURCHASE ORDER.

SUPPLIER shall replace or repair latent defects free of charge. Latent defects shall be defined as defects in material, workmanship or design which occur within 5 years from delivery of the SCOPE OF SUPPLY and which could not have been discovered during the warranty period.

14.7 Where substitute delivery is made, the items originally delivered to PROLAB shall be left with PROLAB for use free of charge until impeccable substitute delivery is ready for operation to PROLAB. The same shall apply in case of whole or partial termination of the CONTRACT due to faulty supply.

14.8 In the event of disputes on quality parameters, an expert opinion will be obtained. Unless otherwise agreed upon in writing, the opinion of the Swiss Federal Laboratories for Materials Testing & Research (EMPA) will be requested. The parties undertake to accept the findings of the agreed expert or the EMPA as the case may be. The costs of the expert opinion will be borne by the party at fault.

#### **15. WORK CARRIED OUT IN PROLAB'S FACILITY OR AT WORK SITE**

If work is carried out in PROLAB'S or its customer's facility, or on construction or erection sites, these PURCHASE TERMS shall be supplemented by PROLAB'S or its customer's safety instructions and rules. SUPPLIER shall supply such instructions and/or rules in writing. Furthermore, SUPPLIER shall instruct its employees, consultants, etc. to comply with such instructions and rules.

#### **16. INTELLECTUAL PROPERTY AND SECRECY**

16.1 PROLAB retains all intellectual property rights in all information provided to the SUPPLIER in connection with this CONTRACT, including but not limited to any documents, specifications, drawings, sketches, calculations, or models and intellectual property developed by the SUPPLIER based on information supplied by PROLAB. SUPPLIER will use these documents for the exclusive purpose of executing the CONTRACT. Without PROLAB'S prior written approval, SUPPLIER shall **NOT** be entitled to manufacture products based on these documents for third parties, or to copy such documents, or to make them known in whatever way to third parties, which are not directly involved in the execution of the CONTRACT or parts thereof. Upon demand, SUPPLIER shall return all information, including all copies or reproductions thereof, previously supplied by PROLAB in connection with this CONTRACT. Notwithstanding the preceding, SUPPLIER however shall be entitled to retain one copy for legally or contractually required archiving purposes.

- 16.2 SUPPLIER warrants that the SCOPE OF SUPPLY and any component part thereof shall not infringe any intellectual property rights of third parties. In the event of any infringement relating to the SCOPE OF SUPPLY SUPPLIER shall procure the right to use the equipment without impairing its suitability, or modify or replace it to make the use by PROLAB or its customer non-infringing.
- 16.3 SUPPLIER undertakes to provide PROLAB all documents and information produced in connection with the SCOPE OF SUPPLY. PROLAB shall have an unrestricted right to use said documents for the purposes of operation, maintenance, repair, training and enlargement of the SCOPE OF SUPPLY.
- 16.4 PROLAB and/or its customer shall not be mentioned in any publications for advertising purposes without PROLAB'S prior written approval.

#### 17. FORCE MAJEURE

- 17.1 SUPPLIER shall not be liable for any non-performance, loss, damage, or delay due to war, riots, fire, flood, strikes or labor difficulty, governmental actions, acts of God, acts of PROLAB or its customer, delays in transportation, or other causes beyond the reasonable control of SUPPLIER. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended to reflect the length of time lost by reason of such delay. If the grounds for Force Majeure continue for more than thirty (30) calendar days, either PROLAB or SUPPLIER may terminate the CONTRACT upon seven (7) days written notice to the other party.
- 17.2 SUPPLIER shall be entitled to be compensated in case of termination for the work done prior to termination and the expenses for non-cancelable procurements. PROLAB shall be entitled to receive all work results for which it has paid.

#### 18. INDEMNITY

- (a) SUPPLIER agrees to defend, indemnify and hold harmless PROLAB and its customers, employees, agents and subcontractors, against any loss, cost, damage or liability, including attorney's fees, arising from the negligence or other breach of duty by SUPPLIER and those for whom the SUPPLIER is responsible in connection

with the CONTRACT or the goods or services supplied hereunder.

- (b) In addition to the preceding, SUPPLIER shall indemnify PROLAB and PROLAB'S customers for any and all loss, damage, expense, (including but not limited to attorney's fees) claims or liability arising out of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, installation, use, lease, or sale of any goods, materials or services furnished to PROLAB under this CONTRACT. PROLAB shall notify SUPPLIER promptly of any such claim or infringement and SUPPLIER shall, at its own cost, defend, compromise, or settle, any such action or actions to satisfy and discharge the same without any cost or expense whatsoever to PROLAB.

#### 19. INSURANCE

SUPPLIER shall effect and maintain General Liability and Products Liability insurance coverage sufficient to cover SUPPLIER'S obligations and liability arising in connection with this CONTRACT. SUPPLIER'S General Liability and Products Liability insurance shall be maintained with a minimum limit of **EUR 5,000,000 million** per occurrence and a combined aggregate coverage of **EUR 10,000,000 million**.

Upon request, SUPPLIER shall provide PROLAB with insurance certificates verifying that SUPPLIER does maintain the insurance coverage specified above.

#### 20. MISCELLANEOUS

##### 20.1 Applicable Laws and Jurisdiction

The CONTRACT is construed and shall be interpreted in accordance with the laws of the Netherlands excluding and without application of any conflict of law rules. PROLAB and SUPPLIER expressly agree that the UN Convention for International Sale of Goods (Vienna Convention) shall not apply to this CONTRACT.

Nothing contained in these PURCHASE TERMS shall limit the rights of PROLAB available under the applicable law.

In case of a dispute, the parties shall make their best efforts to resolve such dispute amicably. If an amicable resolution should not be possible, the courts located in

the city of PROLAB's procurement office shall have exclusive jurisdiction. PROLAB reserves the right to claim against SUPPLIER at SUPPLIER'S place. All disputes shall be settled in accordance with the provision of the CONTRACT and the documents pertaining thereto.

#### **20.2 Assignment**

Any attempt to assign, transfer, or delegate any of the rights, duties or obligations herein to a third party without prior written consent of the other party shall render such attempted assignment or transfer null and void. PROLAB'S affiliated companies shall not be considered third parties for this purpose.

#### **20.3 Waiver of Rights**

PROLAB'S or SUPPLIER'S failure to exercise any of its rights shall not constitute or be deemed a waiver or a forfeiture of such rights.

#### **20.4 Severability**

If a provision of the CONTRACT is determined to be void or unenforceable, this finding shall not render other provisions void or unenforceable, and PROLAB and SUPPLIER shall make their best endeavors to replace such provision by a valid one covering the original commercial intention as far as legally possible.