General Selling and Delivery Terms

of

va-Q-tec Uruguay S.A.

latin.america@va-Q-tec.com
www.va-Q-tec.com

Status as of: 01.10.2020, Version 2

§ 1 Scope

(1) These selling and delivery terms (hereinafter also referred to as the "terms") shall be valid exclusively in relation to companies, legal persons under public law or a special government fund in the meaning of article 21 of the Uruguayan Civil Code. Any type of business terms of our customers (hereinafter also referred to as the "Customer" or "Customers") or third parties shall not be applicable, including if we do not contradict their validity in an individual case. Even if we refer to a letter that contains the business conditions of the Customer or a third party or refers to such, or if we unconditionally accept the orders in the knowledge of existing business terms, this does not substantiate any acceptance on our part of the validity of such business terms.

(2) In their respective version, these terms shall also apply as a master agreement for all future business with the Customer, to the extent that they relate to legal transactions of a related type, even if they have not yet been separately agreed, and without us requiring to refer to them again in each individual case. The respective current version can be downloaded from **www.va-Q-tec.com**.

(3) Rights to which we are legally entitled above and beyond these terms shall remain unaffected.

(4) In case of contradictions between the English and Spanish version of these Terms, the English version shall prevail.

§ 2 Offer and contractual arrangement

(1) All of our offers shall be non-binding and without any obligation unless by way of exception they are expressly designated as binding offers.

(2) If an order is to be regarded as an offer pursuant to the Uruguayan Commercial Code, we can accept it within two weeks.

(3) The written concluded agreement including these terms shall alone be decisive for the legal relationships between us and the Customer. This shall reproduce in full all arrangements between the contractual parties in relation to the contractual object. Verbal commitments given by us before the contract is concluded shall not be legally binding to the extent that they do not form part of the content of the written contract.

(4) Supplements and amendments to this contract, including these terms, shall require written form to be effective. Apart from the Management Board or expressly nominated and correspondingly authorised

individuals with managerial functions, our employees are not entitled to enter into verbal arrangements that diverge from this.

(5) Communication by telecommunications, especially by telefax or email, shall satisfy the requirement for written form, to the extent that the copy of the signed declaration is forwarded.

(6) Our information about the object of the delivery or service (e.g. weights, measures, consumption levels, load-bearing capacity, tolerances and technical data) as well as our related presentations of the same shall provide only an approximate reference, unless the usability for the contractually intended purpose presupposes a precise consistency. They shall not comprise guaranteed characteristics, but shall instead comprise descriptions and designations of the delivery or service. Expressly standard trade differences as well as those occurring based on legal regulations or representing technical improvements or the replacement of components and substances with equivalent components and substances shall be permissible.

§ 3 Provided documents and materials

We reserve all ownership rights and copyrights to all documents or materials, such as offers, calculations, drawings, designs, calculations, prospectuses, catalogues, samples, models, tools and other documents or operating resources etc. Such documents and materials may not be made accessible to third parties unless we issue our express related written consent to the Customer. They may not be utilised or reproduced by the Customer either for the purposes of third parties or at the instigation or by third parties with the knowledge or toleration of the Customer. To the extent that we do not accept the Customer's offer within the period of Paragraph 2, these documents and materials are to be returned to us immediately.

§ 4 Prices and payment

(1) Unless otherwise agreed in writing, our prices shall be valid Free Carrier (INCOTERMS 2020 FCA) in each case at our plant in Montevideo excluding packaging and plus value added tax at the respective statutory level applicable on the invoice date. Packaging costs shall be billed separately.

(2) Our prices shall be valid for the performance and delivery scope specified in the order confirmation. Additional and/or special services shall be invoiced separately.

(3) To the extent that the agreed prices are based on our list prices, no fixed-price arrangement was made, and the delivery is not to occur until more than four months after the contract is concluded, our list prices valid on delivery shall be applicable (in each case less any agreed percentage or fixed rebate). Equally, we shall then reserve the right to appropriate price adjustments due to changes in costs for wages, materials and distribution for such deliveries.

(4) The payment of the purchase price is to be made exclusively to the account we specify. Deducting discounts shall be permissible only in the case of special written agreement.

(5) Unless agreed otherwise, the purchase price is to be paid within 10 days after delivery. The payment shall be deemed to have occurred on the date on which we are able to dispose of the owed amount. Default interest payments of 9 % per annum shall be invoiced. The right to enforce a higher default loss shall be reserved. The delay in the fulfilment of the obligations arising from this article will occur in full right by the only expiration of the terms in which they must be fulfilled or by the fact of doing or not doing something contrary to what was stipulated, without the need for interpellation judicial or extrajudicial of any kind.

§ 5 Rights of retention

The Customer shall be authorised to exercise the right of retention only to the extent that its counterclaim is based on the same contractual relationship, and it is undisputed or legally established.

§ 6 Deliveries and delivery period

(1) Unless agreed otherwise, our deliveries shall be made Free Carrier (INCOTERMS 2020 FCA).

(2) Periods and deadlines for deliveries and services to which we refer shall always be non-binding unless a fixed period or fixed deadline has been agreed expressly in writing.

(3) The start of the delivery period that we state as well as a stated delivery deadline shall presuppose the timely and proper satisfaction of the obligations of the Customer, especially including all collaboration obligations incumbent on the Customer, in other words, for example, the complete submission of all documents and information in each case to the requisite quality, as well as all licenses and approvals and the receipt of any agreed prepayment. The right to complaint concerning an unsatisfied contract shall be reserved.

(4) Modification or supplementation requests agreed subsequently with us shall lead – including without specific reservation or specification – in all cases to an appropriate extension of agreed delivery deadlines or delivery periods.

(5) We are entitled, but not obligated, to make partial deliveries and render partial services deemed reasonable for the Customer. Equally, we are entitled to execute deliveries and services early, unless expressly agreed otherwise.

(6) We shall not be liable for an inability to deliver or for delivery delays, to the extent that they have been caused by force majeure or other unpredictable events as of the date when the contract was arranged (e.g. operational interruptions of all types, difficulties in procuring materials or energy, transportation delays, strikes, accidents), for which we are not responsible.

(7) If the Customer is delayed in acceptance or is to blame for infringing other collaboration obligations, we are entitled to demand the replacement of damages we incur to this extent, including any additional expenses. Further-reaching claims shall remain reserved. In case of delay in acceptance which exceeds one (1) day we are entitled to consider the contract terminated and claim for the caused damages.

(8) If we default on delivery or performance of the service, or if a delivery or service becomes impossible for us for whatever reason, our liability shall be restricted according to Paragraph 8 of these terms. Mandatory statutory regulations shall be hereby unaffected.

§ 7 Transfer of risk in the case of dispatch

If the goods are sent to the Customer at the Customer's request and by express written agreement, the risk of adventitious perishing or the adventitious deterioration of the goods shall transfer with the dispatch to the Customer, at the latest when the goods leaves the works/warehouse. This shall apply irrespective of whether the dispatch of the goods occurs from the place of performance or irrespective of which party bears the freight costs.

§ 8 Liability for damage compensation due to fault, restriction of liability

(1) Liability of va-Q-tec, whether in contract, tort, breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the amount of the price paid by the Customer for the respective product.

(2) Neither Party (including its affiliates and subsidiaries) shall be liable to the other Party or any third party for indirect, economical, incidental, consequential or special damages, or loss of revenues, profits,

arising under or relating to this Agreement, whether in contract or in tort, even if such Party has been advised of the possibility of such damages.

(3) Any other liability other than that described in article 8.1 and 8.2 is hereby expressly excluded, except as required by mandatory law, such as in the case of fraudulent intent or injury of life, body or health.

(4) Insofar as third parties make claims for compensation against va-Q-tec due to personal injuries or property damage caused by any fault of the Customer, the Customer shall compensate any damage and indemnify va-Q-tec against any and all claims occurred due to its fault. Further statutory rights and claims of va-Q-tec shall remain unaffected.

§ 10 Warranty and notice of defect

(1) The delivered items are to be carefully investigated without undue delay after delivery by the Customer or by a third party appointed by the Customer. In relation to obvious defects that would be identifiable given a careful inspection without undue delay, they shall be deemed to be approved if we have not received a written notification of defect within ten working days after delivery. In relation to other defects, the delivered items shall be deemed as approved by the Customer if we have not received a notification of defects within ten working days after the date on which the defect was detected; if the defect was already identifiable for the Customer at an earlier date, this earlier date shall form the reference date for the start of the complaint period.

(2) Hidden defects of the product shall be subject to the statute of limitations during the six months after we have delivered the goods, or, if acceptance is required, from the acceptance by the Customer. If personal injuries occur, such us in the case of damage to life, limb and health, based on intentional or negligent infringement of obligation of the va-Q-tec, a 4 years period must apply. Our approval shall be obtained prior given any return of the goods. Returns that have not been coordinated with us shall be rejected, with the Customer thereby incurring the related costs.

(3) Should, despite all of the care applied, the delivered goods exhibit a defect that already existed at the time when risk was transferred, we shall be obliged at our choice and subject to the notification of defects was provided on time, to repair the good or deliver replacement goods. We must always be given the opportunity to supplementary performance within a reasonable period of time. Any recourse claims shall be unaffected without restriction by the above regulation.

(4) If supplementary performance proves unsuccessful, the Customer – irrespective of any loss compensation claims – can withdraw from the contract or reduce the compensation.

(5) Defect claims shall not apply in the case of only minor difference from the agreed characteristic, in the case of only minor diminution of usability, in the case of natural wear and tear, in the case of a change in the property of the item due to the passage of time (e.g. degradation) or wear and tear and not in the case of damages arising after the transfer of risk as a consequence of erroneous or negligent handling, excessive utilisation, inappropriate operating resources, defective construction works, inappropriate foundations or due to special external influences, which are not presupposed pursuant to the agreement. If the Customer or a third party inappropriately performs maintenance works or modifications, no defect claims shall exist for these and the resultant consequences either.

(6) Claims on the part of the Customer due to expenses incurred for the purposes of supplementary performance, especially transportation, road, working and materials costs, shall be excluded, to the extent that the expenses increase because the goods we delivered was subsequently brought to a location other than the Customer's place of operations, unless the transfer corresponds to its intended use, as known to us.

(7) Our liability, especially in relation to damage compensation, based on defective delivery or work or based on warranty shall be restricted in accordance with Paragraph 8 of these terms. Mandatory statutory regulations shall be hereby unaffected.

§ 11 Product liability

(1) The Customer shall not modify the delivered goods. If this obligation is infringed, the Customer shall indemnify us in the internal relationship from product liability claims and all other loss compensation claims of third parties, to the extent that the Customer is responsible for the defect triggering the liability.

(2) If, based on a product defect in the delivered goods, we need to recall the product or to issue a warning concerning the product, the Customer shall support us and instigate all measures as we instruct – to the extent that such measures prove reasonable for the Customer. The Customer shall be obligated to bear the costs for any product recall or a warning concerning the product if and to the extent the Customer is responsible itself for the product defect and the damage that has been incurred. Any of our further-reaching claims shall be expressly unaffected.

(3) The Customer shall inform us in each individual case concerning product defects occurring when using the goods, or concerning potential product defects it assumes exist, or concerning risks that become known. It shall do this immediately and at least in textual form.

§ 12 Confidentiality

(1) The Customer shall be obligated to maintain confidentiality concerning all circumstances relating to the agreement as well as all information and documents made available to it for this purpose (except publicly accessible information) for a period of five years after the contract has been concluded, and to utilise it only for the purposes of the agreement. After the agreement has been fulfilled, the Customer shall return such information and documents to us immediately upon request.

(2) Without our prior written consent, the Customer may not refer to our business relationship in advertising materials and brochures etc.

(3) If a dedicated confidentiality agreement has been arranged between the parties, this shall take precedence over this paragraph in the respective regulated items.

§ 13 Miscellaneous

(1) This agreement and the entire legal relationships of the Parties shall be exclusively subject to the law of Uruguay. The so-called UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) of 11 April 1980 (CISG) shall not apply.

(2) The place of performance and exclusive place of jurisdiction for litigation deriving from this agreement shall be our corporate seat, unless stated otherwise in the order confirmation. We can nevertheless choose freely in this connection, and are consequently entitled to also bring a lawsuit against the Customer at its place of jurisdiction.

(3) All agreements made between the Parties for the purpose of executing this agreement in order to be legally binding, shall be set down in writing in this agreement. The written form requirement shall be satisfied through (a) personally delivered with written confirmation of receipt, (b) transmitted by postage prepaid registered mail with return receipt requested (airmail if international), or (c) transmitted by facsimile transmission, or telegram, with postage prepaid mail confirmation with return receipt requested (airmail if international), to the parties as follows:

(4) To the extent that this agreement or these terms include loopholes in the regulations, to fill such loopholes those legally effective regulations shall be deemed to be agreed which the contractual partners would have agreed according to the economic objectives of the agreement and the purpose of these terms, if they had been aware of the loophole.

Note:

The purchaser shall note that we save data from the contractual relationship pursuant to the Uruguayan Data Protection Act, law number 18.331 for data processing and international data transfer purposes, and reserve the right to convey such data to third parties, to the extent required to fulfil the contract.