

## GENERAL TERMS OF SALE OF AMAVIRA GMBH

1.

These general terms of sale ("Terms") set out the regulations that are integral part of any purchase agreement with AMAVIRA GMBH ("AMAVIRA"). Differing terms must be agreed upon in writing and have precedence over these Terms. The purchaser recognizes these Terms expressly by placing of orders to AMAVIRA. Terms and conditions of the purchaser that contravene or deviate from these Terms will only be effective in case of express written confirmation of AMAVIRA.

2.

The purchaser may not cancel, reduce or change an order later than thirty (30) days after the order was placed. Should this happen, AMAVIRA is authorized to charge the purchaser 30% of the value of the order amount which is affected by such cancellation, reduction or change.

3.

AMAVIRA will deliver goods manufactured using the same materials as used in the samples presented to the purchaser. Deviations of color or characteristics of the materials are permitted, where such do not negatively affect the customary use of the goods.

4.

The purchase price is due for payment within the term agreed starting from the date of the invoice. Should the purchaser be in default of payment, AMAVIRA is authorized to charge the statutory late payment interest of 5%. Where terms of payment are not met, AMAVIRA is authorized to demand advance payment for outstanding deliveries.

5.

The purchaser is entitled to offset only when his counterclaims have been legally adjudicated, are undisputed or have been accepted by AMAVIRA. The purchaser has no right of retention or offset for contested counterclaims. Notification of defective goods by the purchaser does not release the purchaser from timely payment of the purchase price.

6.

Delivery dates or deadlines, which may be agreed upon as binding or non-binding, must be agreed in writing. Delivery up to 18 days after expiration of the delivery period shall be deemed as being in accordance with the contract. AMAVIRA shall not be liable in case of delivery delays caused by force majeure or due to delays of suppliers of AMAVIRA. AMAVIRA is entitled to partial deliveries.

7.

Should the purchaser be in default of acceptance, refuse acceptance or commit a breach against any other duty to cooperate, AMAVIRA is authorized to demand payment for damages incurred, including any additional expenditures. In such instance, the risk of accidental loss or deterioration of the goods shall be deemed pass over to the purchaser on the date of the first delivery attempt.

8.

The purchaser shall inspect the delivered goods immediately upon receipt. Complaints relating to execution of an order or to the goods themselves must be communicated to AMAVIRA in writing by registered mail within five (5) days after delivery and include all information necessary for verification. All forms of liability of AMAVIRA are excluded, unless the damage is due to deliberate or grossly negligent conduct of AMAVIRA. Liability for indirect damage and subsequent damages is hereby excluded to the fullest extent permitted.

9.

AMAVIRA retains ownership of the goods purchased until receiving complete payment (all claims including balance claims from current accounts) to which the seller is entitled from the purchaser for any legal reason now or in the future.

10.

The purchaser is authorized to re-sell the goods purchased in the ordinary course of business; the purchaser shall relinquish all claims in the amount of the invoice total (including VAT) of AMAVIRA's claim that may accrue from the resale to his customers or third parties.

11.

All rights to the trademark AMAVIRA, to the logo of AMAVIRA and to the design and specifications of the products delivered by AMAVIRA remain exclusively with AMAVIRA.

12.

Should any provision of these Terms or any provision contained in any other agreement be invalid, the validity of the remaining provisions or agreements shall remain thereby unaffected. In that case a provision shall take effect which comes as close as possible to the economic purpose of the invalid provision. Rights from the contractual relationship with AMAVIRA may be transferred to a third party only with a prior written consent. Changes, amendments or modifications of these Terms will only be effective if and as far as agreed expressly and in writing.

13.

**Swiss law** shall apply exclusively to these Terms and any disputes arising under or in connection with the relationship between AMAVIRA and the purchaser, excluding the rules of conflict of laws and the provisions of the UN Convention of Contracts for the International Sale of Goods (CISG). The exclusive venue is **Zurich**.