

1. Scope of General Terms and Conditions of Purchase

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as the "GTC") shall apply to any purchase of product or service (hereinafter referred to singularly as the "Product" or collectively as the "Products") from SYNBONE AG in Switzerland ("SYNBONE-CH") or SYNBONE SDN BHD ("SYNBONE-MY") or collectively as "SYNBONE" by the customer (hereinafter referred to as the "Customer"); and
- 1.2 SYNBONE-CH or SYNBONE-MY or the Customer is hereinafter referred to singularly as the "Party" or collectively as the "Parties" to this agreement; and
- 1.3 Any General Terms and Conditions of Purchase or similar Terms from the Customer shall not supersede the GTC unless otherwise specifically agreed to in writing by the Parties.

2. Purchase Order

- 2.1 Each purchase order for the Product (hereinafter referred to as the "Order") placed by the Customer shall be submitted in writing. Each Order shall be subjected to acceptance by SYNBONE and shall be binding only upon confirmation of acceptance by SYNBONE in writing. Unless otherwise agreed between the Parties in writing, the validity of offer from SYNBONE shall be 30 days from the date of offer.

3. Prices and Terms of Payment

- 3.1 The price (hereinafter referred to singularly as the "Price" or collectively as the "Prices") of a Product stated in the Order and accepted by SYNBONE in writing shall be binding.
- 3.2 Except for the case in Section 3.1, SYNBONE reserves the right to change the Price for its Products at any time at its own discretion,
- 3.3 The Prices are calculated on ex works basis (EXW as of ICC Incoterms 2020) and do not include Value Added Tax or any incidental costs for transport, packing, insurance, assembly, installation and application support. The Customer shall have to bear and make additional payments for any incidental costs incurred.
- 3.4 A handling fee of CHF 5 has per box to be paid by the Customer for every Order. First-time Customers are required to pay in advance by PayPal account or bank transfer. For non-First-time Customers, payment is due 30 days from invoice date and upon the delivery of the Products to the Customer; and shall be paid in CHF without deduction. Payments with Malaysia Ringgit can be applied to SYNBONE SDN BHD bank account in Malaysia. If a Customer is not able to pay the invoice within the defined 30 days from the invoice date and upon the delivery of the Products to the Customer, pre-payment via PayPal account or bank transfer shall be the only option for further orders.
- 3.5 All bank fees will be paid at the expense of the customer.

4. Delivery of Products

- 4.1 Products ordered by the Customer and confirmed by SYNBONE shall be delivered on ex works (EXW as of ICC Incoterms 2020) which can either be from SYNBONE-CH or SYNBONE-MY. SYNBONE reserves the exclusive right to decide from which location the goods are to be shipped. The approximate delivery date and time shall be agreed between the Parties.

- 4.2 Delivery date and time are not binding unless otherwise specifically agreed to in writing between the Parties. In the case of a delay, the Customer shall be entitled to withdraw from the respective Order, only if he/she had given at least two written warnings to SYNBONE with regard to the delay with the effect that SYNBONE was provided with sufficient period of time to remedy the default. SYNBONE-CH or SYNBONE-MY shall not be liable and shall not provide for any claim for damages in relation to the delays.
- 4.3 Products delivered to the Customer shall be examined by the Customer immediately. If any of the delivered Product(s) is/are faulty, the Customer shall inform SYNBONE within 7 days in writing from the date of goods received. Otherwise, the Product is deemed to have been accepted by the Customer.
- 4.4 If the Product(s) is/are damaged during transportation, the Customer shall contact the carrier immediately. SYNBONE is not responsible for damages incurred during transportation of the Product(s) unless otherwise agreed in writing between the Parties.
- 4.5 SYNBONE shall replace the faulty Product(s) with new Product(s) within an appropriate time, provided that SYNBONE is responsible for such defect(s) and was informed of the defect(s) according to and within the time limit set out in Section 4.3 above. If the new Product(s) is/are faulty again and SYNBONE is responsible, the Customer is entitled to withdraw from the respective Order. Any other claims of the Customer against SYNBONE, in particular, claims for damages, are herewith explicitly excluded to the extent that this is legally possible.

5. Warranty and Liability

- 5.1 SYNBONE warrants to the Customer that any Product purchased hereunder shall be free from defects, provided the Product(s) has/have been stored and used in accordance with the instructions of SYNBONE and according to common industry practices and conditions.
- 5.2 Any warranty and remedies from SYNBONE resulting in connection with these GTC or purchase of the Product(s) shall be limited to the warranties and remedies explicitly provided in these GTC. The remedies for faulty Products are governed exclusively in Section 4. above. SYNBONE grants no other warranty.
- 5.3 The liabilities of SYNBONE (including but not limited to the liability based on claims of third Parties) shall be excluded to the extent that legally possible.

6. Miscellaneous

- 6.1 These GTC and the respective agreement between the Parties may only be amended by a written instrument executed by the Parties. This shall also apply to the foregoing clauses.
- 6.2 The Parties agree that, in the event of any dispute or unresolved claim, debt or obligation, any or all rights of the Customer to set-off and/or rights of the Customer to retain funds are expressly waived.
- 6.3 Should any provision in these GTC be illegal, invalid or unenforceable in any jurisdiction, the remaining provisions shall be valid and enforceable. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the Parties, which comes economically closest to the one actually agreed upon.
- 6.4 These GTC and this agreement between the Parties shall be governed by the substantive laws of Switzerland, excluding the Uniform Law on Purchases (Vienna treaty). All disputes arising out of or in connection with these GTC or this agreement between the Parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Zurich, Switzerland. The language to be used in the arbitral proceedings shall be English.