

## GENERAL TERMS & CONDITIONS OF SALES

### 1. Scope of General Terms and Conditions of Sales

- 1.1 These General Terms and Conditions of Sales (hereinafter referred to as the "GTC") shall apply to all sales of products and/or services (hereinafter referred to as "Product"/ "Products") from SYNBONE AG in Switzerland ("SYNBONE-CH") or SYNBONE SDN BHD in Malaysia ("SYNBONE-MY") or collectively as "SYNBONE" to a 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"; and
- 1.3 Any General Terms and Conditions or similar Terms from the Customer shall not supersede these GTC unless otherwise specifically agreed to in writing between the Parties.
- 1.4 SYNBONE-CH and SYNBONE-MY are separate legal entities, that assume own rights and obligations, and do not assume rights and obligations of the other entity, if not explicitly transferred and accepted between them. Any joint and several liability is explicitly excluded between SYNBONE-CH and SYNBONE-MY.

### 2. Sales Order

- 2.1 Initial quotation (hereinafter referred to as the "Offer") from SYNBONE shall form the basis for a sales order (hereinafter referred to as the "Order"). Each Order shall only be binding upon providing written Sales Order Confirmation from SYNBONE. Unless otherwise agreed between the Parties in writing, the validity of an offer expires 30 days from the date of issue.

### 3. Prices and Terms of Payment

- 3.1 Any prices for Products ("Price"/ "Prices") must be accepted by SYNBONE in writing to become bindingly applicable.
- 3.2 Except for Prices in Orders accepted by SYNBONE in writing, SYNBONE reserves the right to change the Price for its Products at any time at its own discretion.
- 3.3 Prices are calculated on an ex works basis (EXW as of ICC Incoterms 2020) and do not include Value Added Tax, Import Duty, handling or any incidental costs for transport, packing, insurance, assembly, installation and application support, which shall be separately stated and invoiced to the Customer. The Customer shall have to bear and make additional payments for any incidental costs incurred.
- 3.4 A handling fee will be quoted by SYNBONE on a case-by-case basis in writing.
- 3.5 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 shall be paid in the quoted currency (CHF or EUR or USD as invoiced) without deduction. Payments with Malaysia Ringgit (if quoted, as invoiced) can be applied to SYNBONE SDN BHD bank account in Malaysia. If a Customer is not able to pay the invoice within the defined payment terms, pre-payment via PayPal account or bank transfer shall be the only option for further Orders.
- 3.6 All bank fees related to payments from the Customer shall solely be borne by the Customer.

### 4. Delivery of Products

- 4.1 Products ordered by the Customer and confirmed by SYNBONE shall be delivered in accordance with the agreed Incoterm (per default EXW Incoterms 2020) from SYNBONE-CH or SYNBONE-MY as confirmed in writing by SYNBONE. 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 after 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 any delays.
- 4.3 Products delivered to the Customer shall be examined by the Customer immediately for identity of the Products, completeness and defects of any kind. If any of the delivered Product(s) is/are faulty, the Customer shall inform SYNBONE within 7 days from delivery in writing. 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.

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- 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 these GTC of Sales. 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.
- 4.6 Delays of any kind related to customs procedures (like delay in VAT/dutypayment by Customer or delayed document submissions to customs by Customer, or Customer is not available for clearance, delays at the assigned customs broker etc.) are in the responsibility of the Customer. Any consequences have to be borne accordingly by the Customer.

### 5. Warranty and Liability

- 5.1 SYNBONE warrants to the Customer that any Product purchased hereunder shall be free from defects at the time of delivery. After delivery Products have to be thoroughly stored and used in accordance with the instructions of SYNBONE and according to common industry practices and conditions. In case of uncertainties, handling and storage instructions for Products can be requested from SYNBONE at any time.
- 5.2 SYNBONE does not grant any other warranty on the Products than the warranty explicitly given herein above.
- 5.3 Upon written case-by-case acceptance by SYNBONE standard Products can be returned to SYNBONE in accordance with the following terms: Products must be from the standard portfolio of SYNBONE. Customized Products and/or branded Products of Customers are not returnable items. Products shall not be older than 6 months, in as-new condition and been stored under proper conditions. Returned Products have to pass SYNBONE quality controls to be accepted as an eligible return. The Customer will be reimbursed for accepted returned Products at the initially invoiced Product Price reduced by SYNBONE. A restocking fee of 15% on the Price, at minimum 300 CHF or its equivalent in the invoiced currency. Additional costs for shipment, duties and taxes shall be borne by the Customer. If invoiced to SYNBONE, SYNBONE will forward such actual costs at 100%.
- 5.4 SYNBONE shall not be liable to the extent legally permitted for any damages and/or consequential damages or other claims from Customer and/or third parties.

### 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 initially agreed upon.
- 6.4 These GTC and all related agreements between the Parties shall be governed by the substantive laws applicable at the Order confirming and invoicing entity of SYNBONE, excluding UN sales-law (CISG). All disputes arising out of or in connection with these GTC or related agreements 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 Kuala Lumpur, Malaysia, for disputes involving SYNBONE-MY, and Zurich, Switzerland, for disputes involving SYNBONE-CH. The language to be used in the arbitral proceedings shall be English and/or German.
- 6.5 In cases of force majeure, the contracting Party affected shall be released from its performance obligations for the duration and to the extent of the effect. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control.

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