

GENERAL TERMS AND CONDITIONS OF SWISSNEUTRONICS AG

1. Scope

These General Terms and Conditions (GTC SNAG) define the legal relations between the company SwissNeutronics AG (SNAG) and the Purchaser in connection with services and/or supplies (services) of SNAG.

2. Subject

- 2.1 The GTC SNAG describe the rights and the duties of the contract partners in connection with services, provided that there are no mandatory deviations either from compelling legal regulations or from written agreements (contract changes and/or contract extensions).
- 2.2 If the GTC SNAG exist in several languages, the German version „Allgemeine Geschäftsbedingungen der SwissNeutronics AG“ (AGB SNAG) prevails in case of contradictions.

3. Conclusion of the contract

The contract is valid, if:

- a. all partners signed the contract, or
- b. SNAG confirmed the purchase order, which is based on a valid offer, by signing.

Contract modifications and extensions of the services require a written agreement between the partners.

4. Place of performance

The place of performance is the location defined in the contract (e.g. place of delivery). If this place is not mentioned in the contract, the place of performance is: SwissNeutronics AG, Klingnau, Switzerland.

5. Carrying risks

After delivery at the place of performance, all the risks and benefits are transferred to the Purchaser.

6. Prices

- 6.1 SNAG provides the services at the agreed prices. Additional costs not included in the contract (e.g. extension of the services, expenses for bank guarantees) have to be reimbursed by the Purchaser. The corresponding costs will be separately listed on the invoice.
- 6.2 The costs for packaging and transport, customs duties as well as the legal value added tax (VAT) shall be borne by the Purchaser.

7. Payment conditions

- 7.1 SNAG provides the Purchaser the rendered services into account, including all the additional costs necessary to fulfill the contract (article 6.1).
- 7.2 The payment of the invoice by the Purchaser shall be executed within 30 days after the receipt of the invoice.
- 7.3 SNAG is entitled to require advance payments, partial payments as well as other security services.
- 7.4. For bank transfers, all the charges shall be borne by the Purchaser.

8. Retention of title

SNAG remains owner of the rendered services until the Purchaser has executed the payments of all the claims (excluding guarantee retentions).

9. Transport damages

- 9.1 If Klingnau has not been defined as place of performance, the Purchaser shall check the integrity of the packing as well as the state of the shock sensors attached to the packing immediately after delivery at the contractually defined place of performance. After unpacking, the delivered items shall be visually inspected for possible transport damages. Possible damages shall be communicated to SNAG within two working days, otherwise all the claims of the insurance settled by SNAG expire.
- 9.2 The damage report has to be communicated to SNAG either by fax or e-mail. The observed damages, illustrated by photos, have to be specified in detail. SNAG will then inform the Purchaser about the further procedure. The Purchaser must not make any changes of both the packing and the delivered items after having reported the damage, otherwise all the claims of the insurance settled by SNAG may expire.
- 9.3 The Purchaser shall be responsible for any damages resulting from further transports after the receipt of the delivery at the place of performance.

10. Examination and approval of the services

- 10.1 The Purchaser shall examine the properties of the delivered items as soon as it is feasible in the normal course of business. Possible deficiencies, defects and/or deviations from the contractually agreed performance shall be communicated immediately to SNAG, but no more than 30 calendar days after the delivery.
- 10.2 The notification must be in writing, and the deficient items have to be specified in detail.
- 10.3 SNAG shall fix all the timely reported and justified deficiencies within a reasonable time at own costs. This also applies to transport damages (article 9.1).
- 10.4 In case of missing, late, and/or imprecise reports about deficient items, the delivery is considered to be approved by the Purchaser.

11. Warranty

- 11.1 SNAG guarantees that the delivered services are both in agreement with the contractually defined performance and do not have any physical or legal defects, which would impair their value or use for the envisaged purposes.
- 11.2 SNAG is liable for the faithful and careful provision of the delivered services and guarantees that they are both in agreement with the contractually defined specifications and correspond to the current state of science and technology.
- 11.3 SNAG is entitled to outsource some of the work necessary to fulfill the contractually defined performance partially or totally to subcontractors.
- 11.4 If the delivered services either do not agree with the contractually defined properties or exhibit other deficiencies (article 10.1), the Purchaser is entitled to proceed according to the relevant legal regulations.
- 11.5 The warranty rights of the Purchaser (article 11.4) expire within two years after the delivery of the contractually defined services.

12. Delivery time and delay

- 12.1 If the Purchaser modifies the contractually defined services after conclusion of the contract (article 3), the delivery time starts only after the completion of a financially and technically settled order, in which all the relevant technical details are finally clarified.

- 12.2 The Purchaser must not cancel the purchase order in case of exceeding the delivery time. Any liability due to exceeding the delivery time is excluded, except the missing delivery date is due to intent or gross negligence.
- 12.3 If exceeding the delivery date cannot exclusively be attributed to SNAG, all the contractually defined deadlines will be adequately extended, however, at least by the period of the corresponding delay.
- 12.4 If the Purchaser either causes a delay within his duties (e.g. delayed communication of technical specifications) or does not fulfill his duties (e.g. failure to comply with the payment conditions), SNAG is entitled to charge the resulting costs (e.g. rising prices and/or currency fluctuations, additional costs for bank guarantees) to the Purchaser. Moreover, SNAG may enforce a compensation penalty for delay (0.5% per week, but not more than 5% of the total contract sum).
- 12.5 The contract partners cannot be made responsible for consequences resulting from force majeure (e.g. war or environmental disasters). Such events entitle each partner either to withdraw from the contract under compensation of the work already done (article 17.2) or to delay the contract deadlines correspondingly; however, a liability for damages is not enforced.

13. Disposal

The Purchaser is entitled either to reclaim the material handed over to SNAG (e.g. examination material) or to let it dispose by SNAG after termination of the contract. The disposal costs will be charged to the Purchaser in a separate invoice (see articles 6 & 7).

14. Assignment and pledging

The Purchaser must seek the consent by SNAG in writing for the assignment or pledging of specific rights and/or duties associated with the contract to a third party.

15. Protection rights

- 15.1 All the intellectual protection rights associated with the contractually defined services will be transferred to SNAG before, during and after the contract period.
- 15.2 All the intellectual protection rights associated with the contractually defined services as well as possible exploitation rights and licenses belong exclusively to SNAG.
- 15.3 SNAG is entitled to use all the scientific and technical information resulting from the contract for other purposes (e.g. for research and development work).

16. Respecting the confidentiality

- 16.1 Subject to legal information and disclosure obligations, the partners treat all the contract issues, which are neither publicly open nor generally available, as confidential. The confidentiality must be respected already before the contract conclusion and persists after the termination of the contract.
- 16.2 The advertisement or publication of issues referring to the contractual relationship by one of the contract partners requires the written consent by the other contract partner.

17. Termination of the contract

- 17.1 If there are important reasons, which make the continuation of a contract unconscionable, the contract can be (extraordinarily) terminated, provided that previous written demands to correct the debatable issues within a specified deadline turned out to be unsuccessful.
- 17.2 All the services provided before the contract termination have to be mutually reimbursed.

18. Severability clause

- 18.1 Regulations which deviate from those defined in the GTC SNAG (e.g. payment terms), have to be explicitly recorded in the contract.
- 18.2 If particular articles of the GTC SNAG turn out to be legally invalid or impracticable for legal reasons, the validity of the remaining articles of the GTC SNAG will not be affected.

19. Applicable law and jurisdiction

- 19.1 All the contracts concluded with SNAG are governed by Swiss law.
- 19.2 The place of jurisdiction is Bad Zurzach, Switzerland.

Klingnau, 24.06.2015