

General Terms & Conditions of Sale

1. Area of application

1.1 All Orders accepted by Passam Ltd., will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with Passam Ltd. is accepted by Passam Ltd. An order placed with Passam Ltd. is considered as accepted by Passam Ltd. when (a) Passam Ltd. proceeds to fulfil that order, or (b) Passam Ltd. accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Managing Director of Passam Ltd.), employee, agent or subcontractor of Passam Ltd. has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon Passam Ltd., unless it is in writing and signed by the Managing Director of Passam Ltd.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent to Passam Ltd. either electronically or on paper. The commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to Passam Ltd. quoting the customer reference. Passam Ltd. is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Managing Director of Passam Ltd., any terms proposed or submitted by a customer

at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by Passam Ltd. will be treated as a separate contract between passam and the customer.

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

3. Price and Terms of Payment

3.1 If not specifically agreed, Passam Ltd.' prices apply "ex works" Incoterms 2020, excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by Passam Ltd. in connection with the order) must be paid by the customer.

3.2. Prices are exclusive of any applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by Passam Ltd. in its acceptance of an order, payment of all invoices is due strictly within 14 days of the invoice date. Any dispute about invoices must be raised within 7 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with a reminder fee according to applicable law and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.5 The invoice settlement method is bank transfer or direct debit. Any other method of payment must receive prior agreement from Passam Ltd. The customer undertakes payment

to the correct account, with correct payment reference.

3.6 Passam Ltd. is entitled to require prepayment of up to 100% of the quoted order price as a condition of acceptance.

4. Delivery

Unless otherwise expressly agreed, passam shall deliver DAP (delivered at place). Customs duties, VAT are at client's expense

5. Transfer of Property

Title in any analysis results supplied by Passam Ltd. to the customer will remain with Passam Ltd. until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if Passam Ltd. has accepted and begun to fulfil an order, Passam Ltd. has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to Passam Ltd., whether for that or any other order. The Passam Ltd. shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

6. Performance and Responsibilities

Passam Ltd warrants that analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care. Passam Ltd. cannot however guarantee that these will always be correct or absolute. The customer hereby explicitly waives any right under otherwise applicable law to make claims for inadequate performance. The Customer may not make any claim under this limited warranty or on any other basis, later than one month after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by Passam Ltd., if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk. Passam Ltd. reserves the right to change or modify specifications related to packaging, measurement tolerances, accreditation status and quantification limits. Available analytical specifications may not necessarily be updated continuously.

Each analytical report relates exclusively to the

sample analysed by Passam Ltd. If Passam Ltd. has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed Passam Ltd. recommendations, Passam Ltd. shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate. The customer is responsible for the proper delivery of samples sent to Passam Ltd. for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by Passam Ltd., Passam Ltd. accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of Passam Ltd. Passam Ltd. will use commercially reasonable care in handling and storing samples, but Passam Ltd. shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

The customer warrants and represents to Passam Ltd. that all samples sent to Passam Ltd. for analysis are safe and in a stable condition and undertakes to indemnify Passam Ltd. for any losses, injuries, claims and costs which Passam Ltd., or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform Passam Ltd. in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature. Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and Passam Ltd. There shall be no third-party beneficiary or collateral warranty relating to any order. Passam Ltd. is entitled to wholly or partly sub-contract, on Passam Ltd. responsibility. Information about which sub-contractors Passam Ltd. use can be obtained upon request. The customer may instruct Passam Ltd. not to use certain sub-contractors.

7. Force Majeure

Passam Ltd. cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond Passam Ltd. reasonable control, or which result from compliance with governmental requests, laws and regulations.

8. Confidentiality & Processing of Customer Data

8.1 Passam Ltd. shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

8.2 Passam Ltd. shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to Passam Ltd.' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

8.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of Passam Ltd. In addition, the customer is required to maintain secrecy concerning all services provided by Passam Ltd. and their results as well as the composition of products and software delivered by Passam Ltd. Analysis results are not to be publicly disclosed or exploited without the prior written consent of Passam Ltd. Even if such written consent is given by Passam Ltd., the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the Passam Ltd. Indemnified Parties against any liability which the Passam Ltd. Indemnified Parties may incur as a result of such divulgence or any such third-party reliance.

9. Governing Law/ Jurisdiction

9.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Zurich, Switzerland, in which the registered office of the Passam Ltd. company which accepted the order in question is located (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.