

General Terms and Conditions of Sale and Delivery

1. General

1.1 These terms and conditions are binding if they are declared applicable in the offer, the order confirmation or correspondence.

Other conditions of the Purchaser are only valid if they have been explicitly accepted by NANOSOL in writing.

1.2 Only the written order confirmation is binding. If NANOSOL does not issue an order confirmation, the invoice serves as order confirmation.

1.3 All agreements and legally relevant declarations of the contracting parties must be in writing to be valid.

1.4 Should any provision of these Terms and Conditions of Sale and Delivery prove to be invalid in whole or in part, the validity of the remaining provisions of these Terms and Conditions of Sale and Delivery shall not be affected. The contracting parties shall replace this provision by a new agreement that comes as close as possible to its legal and economic outcome.

2. Scope of deliveries and services

NANOSOL's deliveries and services are listed conclusively in the order confirmation, including any enclosures thereto. Services not included in the order confirmation will be charged separately.

3. Technical documentation

3.1 Brochures and catalogues are not binding unless otherwise agreed. Details in technical documents are only binding if they are expressly warranted.

3.2 NANOSOL reserves all rights to the technical documentation it has provided to the Purchaser. Without NANOSOL's prior written authorization, these documents may not be made available to third parties, neither in whole nor in part, or used outside the purpose for which they were handed over to the Purchaser. Possession of these documents does not entitle the Purchaser to reproduce devices, components or parts thereof.

4. Confidentiality

Each contracting party must keep strictly confidential the manufacturing, experience and business secrets of the other contracting party which are made accessible to it or otherwise become known to it. The contracting parties may not, directly or indirectly, disclose these secrets to any third party, nor may they publish them in any way or use them for other purposes, namely for the reproduction of devices, components or parts thereof.

5. Prices

5.1 Prices are net, ex works in accordance with INCOTERMS 2020, excluding value added tax and packaging, payable in freely available Swiss francs, euros or US dollars, without any deductions. All ancillary costs such as those for freight, insurance, export, transit, import and other permits and certifications shall be charged to the customer.

Likewise, the Purchaser shall bear all taxes, duties, fees, customs duties, and the like, which are charged in connection with the contract, or shall reimburse NANOSOL for them, if NANOSOL has become liable to pay them.

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5.2 An appropriate price adjustment shall be made if

- the delivery period is subsequently extended for a reason for which the Purchaser is responsible, or
- the nature or scope of the agreed supplies or services has changed, or
- the material or the design undergoes changes because the documents supplied by the Purchaser did not correspond to the actual conditions or were incomplete.

6. Terms of payment

6.1 Our terms of payment are: 30 days net from the date of invoice. Discounts are not allowed. The payment obligation is considered fulfilled when the total agreed delivery price has been paid to NANOSOL in effective Swiss francs, euros or US dollars.

6.2 No interest will be paid for advance payments.

6.3 The agreed upon payment dates remain valid even if delays in delivery occur through no fault of NANOSOL.

6.4 If the Purchaser does not comply with the agreed upon payment terms, NANOSOL shall, without special reminder, charge interest on arrears, the amount of which is based on the cost of raising capital in the Purchaser's country, but at least 5% p.a.

6.5 The retention or reduction of payments due to complaints, disputes, or the Purchaser's claims not expressly recognized is not permitted. Offsetting against the Purchaser's counterclaims is only permissible on the basis of a special written agreement.

7. Retention of title

7.1 NANOSOL remains the owner of all its deliveries until all payments have been received in accordance with the contract.

7.2 The Purchaser is obligated to cooperate in measures necessary to protect NANOSOL's property; in particular, by entering into the contract, the Purchaser authorizes NANOSOL, at the expense of the Purchaser, to make the registration or reservation of the retention of title in public registers, books, or similar, in accordance with the relevant national laws, and to complete all formalities in this regard.

7.3 The Purchaser shall maintain the delivered goods at his own expense during the period of retention of title and insure them for the benefit of NANOSOL against theft, breakage, fire, water, and other risks. Furthermore, he will take all measures to ensure that NANOSOL's title to the goods is neither impaired nor cancelled.

8. Delivery time

8.1 The delivery time starts as soon as the contract has been concluded, the scope of delivery and specifications have been clarified, all official approvals have been obtained and the payments to be made upon ordering and any securities have been provided. The delivery time shall be deemed to have been complied with if the notification of readiness for dispatch has been sent to the Purchaser by the end of the delivery time.

8.2 Compliance with the delivery time presupposes that the Purchaser has fulfilled his contractual obligations.

8.3 The delivery time is extended appropriately if obstacles occur that NANOSOL cannot avoid despite the application of due diligence, regardless of whether they occur at NANOSOL, at the Purchaser, or at a third party. As soon as the circumstance preventing delivery no longer exists, the delivery date shall be re-set in writing.

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8.4 Due to delays in deliveries or services, the Purchaser has no rights and claims other than those expressly mentioned in this Clause 8, in particular he has no right to withdraw from the contract. This limitation does not apply in case of unlawful intent or gross negligence on the part of NANOSOL, but it does apply in case of unlawful intent or gross negligence of auxiliary persons.

9. Transfer of benefit and risk

9.1 Benefit and risk shall pass to the Purchaser at the latest upon dispatch of the deliveries ex works.

9.2 If shipment is delayed at the request of the Purchaser or for other reasons beyond NANOSOL's control, the risk shall pass to the Purchaser at the time originally intended for delivery ex works. From this time on, the services will be stored and insured at the expense and risk of the Purchaser.

10. Inspection and acceptance of the goods and services

10.1 NANOSOL will, to the extent customary, inspect the goods and services prior to shipment. If the Purchaser demands further tests, these are to be specially agreed upon and paid by the Purchaser.

10.2 The Purchaser shall inspect the goods and services within 30 days and shall notify NANOSOL immediately in writing of any defects. If the Purchaser fails to do so, the goods and services are deemed approved.

10.3 NANOSOL shall remedy the defects notified to NANOSOL according to Clause 10.2 as soon as possible and the Purchaser shall give NANOSOL the opportunity to do so.

10.4 The performance of an acceptance test as well as the determination of the conditions applicable thereto shall require a special agreement.

10.5 Due to defects of any kind in goods or services, the customer has no rights and claims other than those expressly mentioned in Clauses 10 and 11 (warranty, liability for defects).

11. Warranty, liability for defects

11.1 The warranty period is 6 months. It begins with the dispatch of the deliveries ex works. If the shipment is delayed for reasons beyond NANOSOL's control, the warranty period ends 9 months after notification of readiness for shipment at the latest.

For replaced or repaired parts, the warranty period starts anew and lasts 6 months from replacement or completion of the repair, but not longer than the expiration of a period that is twice the warranty period according to the previous paragraph.

The warranty expires prematurely if the Purchaser or a third party makes improper changes or repairs or if the Purchaser, in case of a defect, does not immediately take appropriate measures to reduce the damage and give NANOSOL the opportunity to repair the defect.

11.2 NANOSOL undertakes, upon written request of the Purchaser, to repair or replace as soon as possible, at its option, all parts of NANOSOL's deliveries that are proven to be defective or unusable due to poor material, faulty construction, or poor workmanship up to the expiration of the warranty period.

Replaced parts become the property of NANOSOL.

11.3 Warranted characteristics are only those described as such in the specifications. The warranty is valid until the end of the warranty period at the latest.

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If the warranted characteristics are not or only partially fulfilled, the Purchaser is initially entitled to immediate repair by NANOSOL. The Purchaser shall grant NANOSOL the necessary time and opportunity to do so. If this rectification is not or only partially successful, the Purchaser is entitled to an appropriate reduction of the price. If the defect is so serious that it cannot be repaired within a reasonable period of time, and if the goods or services are not usable for the announced purpose, or are usable only to a significantly reduced extent, the Purchaser has the right to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable, to withdraw from the contract. NANOSOL can only be obliged to refund the amounts paid for the parts affected by the withdrawal.

11.4 Excluded from NANOSOL's warranty and liability are damages that are not demonstrably caused by poor materials, faulty construction or poor workmanship, e.g., as a result of natural wear and tear, poor maintenance, disregard of operating instructions, excessive use, unsuitable equipment, chemical or electrolytic influences, construction or installation work not performed by NANOSOL, or other reasons beyond NANOSOL's control.

11.5 The Purchaser shall have no rights and claims based on defects in material, construction or design, as well as the absence of warranted characteristics, except as expressly stated in Clauses 11.1 to 11.4.

12. Exclusion of further liabilities

All claims of the Purchaser other than those expressly mentioned in these Terms and Conditions, irrespective of the legal basis on which they are made, in particular any claims for damages, reduction or withdrawal from the contract not expressly mentioned, are excluded. Under no circumstances shall the Purchaser be entitled to claim compensation for damage not occurring to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damage. The limitations do not apply to unlawful intent or gross negligence on the part of NANOSOL, but they do apply to unlawful intent or gross negligence of auxiliary persons.

The Purchaser shall indemnify NANOSOL from all non-contractual claims of third parties arising from product liability. The Purchaser's recourse claims against NANOSOL from the satisfaction of non-contractual claims of third parties arising from product liability are excluded.

13. Applicable law

The legal relationship is subject to Liechtenstein law. The place of jurisdiction for all disputes arising from these General Terms and Conditions of Sale and Delivery or from an agreement between the Purchaser and NANOSOL is Vaduz. However, NANOSOL is entitled to sue the Purchaser at any other competent court.

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