

Article 1 - GENERAL

Definitions:

Agreement: any agreement and/or legal act between MATRIX FINE CHEMICALS GMBH and the Purchaser in connection with the purchase of products by the Purchaser from MATRIX FINE CHEMICALS GMBH.

Business Day: means a day (other than a Saturday, Sunday or a public holiday) when banks in Switzerland are open for business.

MATRIX FINE CHEMICALS GMBH: MATRIX FINE CHEMICALS GMBH Switzerland, having its registered office at Industriestrasse 1, 8890 Flums, Switzerland.

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Purchaser: any legal or natural person (including any successors of such person) that wishes to conclude, concludes or has concluded an Agreement with MATRIX FINE CHEMICALS GMBH, as well as any legal or natural person (including any successors of such person) to which MATRIX FINE CHEMICALS GMBH supplies or has supplied products.

Terms and Conditions: these general terms and conditions of sale of MATRIX FINE CHEMICALS GMBH.

1.1 Unless expressly agreed otherwise in writing (whereby "in writing" shall mean any legible reproduction of words delivered in permanent and tangible form, including PDF files transmitted by e-mail (but does not include plain e-mail), these Terms and Conditions shall apply to all offers and quotes from MATRIX FINE CHEMICALS GMBH, to the Agreement and to all acts and legal acts between MATRIX FINE CHEMICALS GMBH and the Purchaser to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including the Purchaser's standard terms and conditions of purchase (if applicable).

1.2 Deviations from these Terms and Conditions are only valid if they were expressly agreed in writing and signed by the duly authorized representatives of both the Purchaser and MATRIX FINE CHEMICALS GMBH.

1.3 The text of the Agreement shall prevail over these Terms and Conditions in the event of a conflict.

1.4 MATRIX FINE CHEMICALS GMBH may amend these Terms and Conditions at any time and within its sole discretion and the Purchaser shall be bound by the latest version of these Terms and Conditions. The latest version of these Terms and Conditions may be found online at www.matrix-fine-chemicals.com.

Article 2 – OFFERS, AGREEMENTS AND SECURITY

2.1 All offers, quotes and price proposals from MATRIX FINE CHEMICALS GMBH shall be subject to these Terms and Conditions at all times and may be amended or revoked at any time prior to the Purchaser's acceptance thereof, regardless of whether they contain a period for acceptance. The usual validity of offers is 20 business days.

2.2 An Agreement shall come into existence upon timely written acceptance by the Purchaser of MATRIX FINE CHEMICALS GMBH's offer, quotation or price proposal, as applicable. The Agreement shall exist on the basis of these Terms and Conditions, which the Purchaser is deemed to have accepted upon acceptance of MATRIX FINE CHEMICALS GMBH's offer, quotation or price proposal, as applicable. MATRIX FINE CHEMICALS GMBH shall be entitled to rely on the accuracy of any information provided by the Purchaser for purposes of providing an offer, quotation or price proposal, including but not limited to the description and quantity of products.

2.3 The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of MATRIX FINE CHEMICALS GMBH which is not set out in the Agreement.

2.4 Samples, images, descriptive matter and models shown or provided shall serve as indications and are provided for illustrative purposes only, without the products having to comply with those samples, images, descriptive matter and models. Minor variations in stated size, weight, number, colour and other product properties shall not be considered to be defects. Commercial practice shall determine whether variations are minor.

2.5 MATRIX FINE CHEMICALS GMBH shall be entitled at all times, before starting or continuing its performance, to require security from the Purchaser for the fulfilment of any of its obligations under any Agreement. The security shall be provided in the manner stipulated by MATRIX FINE CHEMICALS GMBH in its sole discretion.

2.6 If the Purchaser has not provided security within fourteen (14) days of a request to that effect, in the manner stipulated by MATRIX FINE CHEMICALS GMBH, all amounts owed by the Purchaser to MATRIX FINE CHEMICALS GMBH shall be due and payable in full and immediately, without prior notice of default being required.

2.7 Any amendment to an Agreement must be in writing.

Article 3 - DELIVERIES

3.1 Unless expressly agreed otherwise in writing, the delivery of products shall be ex-works at such premises as MATRIX FINE CHEMICALS GMBH may designate to the Purchaser in writing, from time to time (Incoterms EXW).

3.2 Delivery shall take place in accordance with the definitions of the latest version of the Incoterms. In the event of a conflict between these Terms and Conditions and the Incoterms, the Incoterms shall prevail.

3.3 The risk attached to the products purchased shall pass to the Purchaser at the time of delivery. The time of delivery is the time that the products purchased arrive at the place of delivery, even if the Purchaser does not accept the delivery. For delivery ex-works, the time of delivery is the time that MATRIX FINE CHEMICALS GMBH notifies the Purchaser in writing that the products purchased are ready for collection.

3.4 Unless expressly agreed otherwise in writing, the delivery date, time or period specified are approximate only and time shall not be of the essence. The mere fact that MATRIX FINE CHEMICALS GMBH exceeds the delivery date, time or period provided to Purchaser shall not constitute a breach of the Agreement, shall not result in default or any liability to the Purchaser and shall not entitle the Purchaser to terminate the Agreement or to any other remedy for breach of contract.

3.5 If a delivery period has not been expressly provided, the Products shall be delivered within a reasonable period.

3.6 MATRIX FINE CHEMICALS GMBH at all times shall have the right to deliver in installments, and shall always be entitled to invoice for such partial performances separately.

3.7 If the Purchaser does not accept delivery, or in the case of ex-works delivery does not collect the products delivered within seven (7) days after delivery and/or in the manner stipulated by MATRIX FINE CHEMICALS GMBH, the Purchaser shall be in default without notice of default being required, and MATRIX FINE CHEMICALS GMBH shall in any case be entitled to invoice for and receive the agreed price. MATRIX FINE CHEMICALS GMBH shall then also be entitled, without prejudice to its other rights under applicable law, to store the products at the Purchaser's expense and risk, all costs arising therefrom, including but not limited to increases in duties, levies, premiums, taxes and charges, shall be payable by the Purchaser.

3.8 If a situation provided for in Article 3.7 arises, and, despite being given a reasonable time by MATRIX FINE CHEMICALS GMBH, the Purchaser still fails to accept/collect the products or fails to do so in time, MATRIX FINE CHEMICALS GMBH shall, without prejudice to its other rights under applicable law, these Terms and Conditions and/or the Agreement, be entitled to:

(a) store the products until actual delivery/collection and charge the Purchaser for the reasonable costs (including handling and insurance) of storage; and/or

(b) sell the products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for any excess over the price paid by the Purchaser (if any) or charge the Purchaser for any shortfall below the price under the price specified in the Agreement.

Article 4 - PRICES

4.1 Unless expressly agreed otherwise in writing, all prices shall be ex-works. All prices shall be exclusive of value added tax ("VAT"), the costs of transporting and/or dispatching the products, other costs incurred in connection with delivery, government levies and/or taxes payable. All prices for Products and Services shall be understood in the currency as specified.

4.2 MATRIX FINE CHEMICALS GMBH shall be entitled at all times to change its prices, on condition that prices specified in the Agreement may be changed only if the cost determining factors on which the prices are based have changed since the Agreement was concluded and prior to delivery. Such price adjustments shall be notified to the Purchaser but shall not entitle the Purchaser to terminate the Agreement. Such cost-determining factors include without limitation raw material prices, labor costs, social security costs, taxes (including VAT and other government levies), import and export duties, any request by the Purchaser to change a collection/delivery date, any request by the Purchaser to change quantities or types of products ordered; or any delay caused by any instructions of the Purchaser in respect of the products or failure of the Purchaser to give MATRIX FINE CHEMICALS GMBH adequate or accurate information or instructions (if applicable) and exchange rate fluctuations.

Article 5 - TRANSPORT EQUIPMENT AND PACKAGING

5.1 MATRIX FINE CHEMICALS GMBH does not take back packaging and transport material unless a legal duty to do so exists. The Purchaser agrees to dispose of the packing material at its own expense.

Article 6 - RETURNS, COMPLAINTS AND REMEDIES

6.1 Without prior written consent on its part, MATRIX FINE CHEMICALS GMBH shall not be obliged to accept returns from the Purchaser. If products are returned without the prior written consent of MATRIX FINE CHEMICALS GMBH, their dispatch and storage after their return shall be at the Purchaser's expense and risk.

6.2 The risk in returned products shall continue to be borne by the Purchaser until MATRIX FINE CHEMICALS GMBH has accepted both the return and the returned products in writing, to which acceptance MATRIX FINE CHEMICALS GMBH may attach conditions.

6.3 As an essential part of any Agreement and a basic principle of these Terms and Conditions, the Purchaser acknowledges and expressly accepts to be obliged to check the conformity of the products during their delivery, pointing out any visible non-conformity - including but not limited to quantity, quality, documentation and labeling on the delivery note which shall be signed by the carrier. Lacking of such (signed) notice, the products shall be deemed definitively accepted free of such non-conformity and the Purchaser cannot claim any subsequent non-conformity of the delivered products, that should have been discovered with due care during delivery.

6.4 Moreover, the Purchaser has a further essential and material contractual duty to - immediately (i.e. without undue delay) and in any event prior to any use and/or reselling - test and effectively evaluate, among others, whether: (i) the products (including samples and models) meet the specifications, as expressly provided in the Agreement ; (ii) the products and/or any related technical support and information, as expressly provided in the Agreement, are suitable for Purchaser's intended uses and applications. The Purchaser's obligation to inspect, test and evaluate the delivered products as described herein shall, among others, consist out of an application-specific analysis and shall, at least, include testing to determine suitability from a technical as well as health, safety, and environmental standpoint. The Purchaser in breach of these obligations cannot claim any consequent non-conformity and/or defects of the delivered products.

6.5 The Purchaser is obliged to notify MATRIX FINE CHEMICALS GMBH of any discovered defect immediately in writing with a description of the defect. Immediateness means that defects are notified at the latest within seven (7) working days after delivery or - in the case of a latent defect (i.e. a defect which was not recognizable during the inspection) - at the latest within three (3) working days after discovery of the defect. The limitation period for claims for latent defect is 3 months from the delivery. A shorter limitation period shall apply if and to the extent (i) agreed between the parties and permitted by applicable laws, or (ii) the shelf life or the expiration date of the products - in accordance with the specifications or labels on products - is shorter than 3 months. Further, the Purchaser must grant MATRIX FINE CHEMICALS GMBH access to the defective products for MATRIX FINE CHEMICALS GMBH's own examination of the defective

products, for which the Purchaser, at its own expense, must store the products properly and in the original packaging until such examination. The Purchaser in breach of these obligations cannot claim any consequent non-conformity and/or defects of the delivered products.

6.6 Submitting complaints shall not release the Purchaser from its payment obligations.

6.7 If complaints are submitted in time and in accordance with these Terms and Conditions, and MATRIX FINE CHEMICALS GMBH is reasonably of the opinion that the complaint is justified, MATRIX FINE CHEMICALS GMBH shall be free to choose either to deliver what is lacking, or to redeliver the products subject to the complaint free of charge, or to grant a discount on the price. By performing in one of the stated ways, MATRIX FINE CHEMICALS GMBH shall have discharged its warranty obligation under Article 7 fully and shall not be obliged to pay any further compensation. Replaced products shall become the property of MATRIX FINE CHEMICALS GMBH.

Article 7 - WARRANTY

MATRIX FINE CHEMICALS GMBH warrants to the Purchaser that the products sold to the Purchaser shall at the moment of delivery comply with the specifications as expressly provided in the Agreement. Other than that, MATRIX FINE CHEMICALS GMBH does not make any warranty, notably no express or implied warranty as to the merchantability or fitness for any particular purpose of the products. This warranty shall lapse if the Purchaser fails to fulfil its obligations under the Agreement and/or these Terms and Conditions. Invoking the warranty shall not release the Purchaser from its obligations under the Agreement and/or these Terms and Conditions.

Notwithstanding anything to the contrary contained in these Terms and Conditions, in case of a breach of the warranty given to the Purchaser in terms of this Article 7, the Purchaser's only remedy is a claim for specific performance by MATRIX FINE CHEMICALS GMBH of its obligations under such warranty.

Article 8 - LIABILITY

8.1 MATRIX FINE CHEMICALS GMBH shall not be liable for any damage sustained by the Purchaser, irrespective of whether this damage is the result of failure by MATRIX FINE CHEMICALS GMBH to fulfil its obligations under the Agreement and/or these Terms and Conditions (including the warranty obligation of Article 7), or of any act and/or omission by MATRIX FINE CHEMICALS GMBH, unless the Purchaser proves that the damage is the result of intent or gross negligence by MATRIX FINE CHEMICALS GMBH. MATRIX FINE CHEMICALS GMBH shall not be liable for any damage sustained by the Purchaser by others acting on MATRIX FINE CHEMICALS GMBH's instructions.

8.2 Unless otherwise provided by law, MATRIX FINE CHEMICALS GMBH shall not be liable for (i) indirect loss of any kind including special or consequential loss, (ii) lost revenue or profits, or (iii) loss suffered by the Purchaser or by a third party as a result of MATRIX FINE CHEMICALS GMBH, or a person for whom it is liable under applicable law, committing a non-material breach of the Agreement.

8.3 MATRIX FINE CHEMICALS GMBH shall not be liable for damage or loss of whatever nature and in whatever form, which arises or is incurred after the products delivered by MATRIX FINE CHEMICALS GMBH have been treated and/or processed.

8.4 MATRIX FINE CHEMICALS GMBH does not guarantee the completeness and accuracy of information received by MATRIX FINE CHEMICALS GMBH from its own supplier and shall not be liable for any damage – of whatever nature and in whatever form – incurred as a result of the incompleteness or inaccuracy of this information.

8.5 The Purchaser shall compensate MATRIX FINE CHEMICALS GMBH for, and indemnify it against, all third-party claims, for whatever reason, in connection with compensation for any damage, costs, interest and/or losses which arise in connection with the products delivered by MATRIX FINE CHEMICALS GMBH to the Purchaser, unless and insofar as the Purchaser demonstrates that the claim falls exclusively within MATRIX FINE CHEMICALS GMBH's area of responsibility.

8.6 The provisions of this Article shall also apply in favour of all legal or natural persons used by MATRIX FINE CHEMICALS GMBH to perform its obligations under the Agreement.

Article 9 - COMPLIANCE WITH LAWS

9.1 The Purchaser shall comply with all applicable laws including but not limited to laws and conventions relating to (a) competition law, (b) anti-bribery, and anti-corruption, including, without limitation, the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act and (c) laws relating to export control and customs regulations such as (i) the rules on embargoed countries, (ii) the restrictions on the sale of products to restricted or denied customers and end-users, and (iii) the regime for the control of imports, exports, transfer, brokering and transit of dual-use items. The Purchaser shall not directly or indirectly utilize, sell, ship or otherwise transfer, the products purchased from MATRIX FINE CHEMICALS GMBH to or through any country, entity or individual as prohibited under national and international regulations.

9.2 Without prejudice to the other provisions in this Article, the Purchaser shall comply with all applicable laws and regulations in performing its obligations under the Agreement in a manner consistent with the MATRIX FINE CHEMICALS GMBH Code of Conduct. The Purchaser confirms to have read and agrees to the MATRIX FINE CHEMICALS GMBH Code of Conduct which is available at the following website: www.matrix-fine-chemicals.com.

9.3 The Purchaser shall procure that any third parties to whom the products from MATRIX FINE CHEMICALS GMBH shall be supplied, whether in original form or as intermediate or end-product, are under the same obligations as set out in this Article such that all third parties down the supply chain, as far as the end-user, are under the same strict compliance.

9.4 The Purchaser agrees to indemnify and hold harmless MATRIX FINE CHEMICALS GMBH its affiliates, officers, employees, agents, and representatives, from and against all damages, losses, liabilities, penalties, costs and expenses, including reasonable attorney fees, as a result of any claim, suit, action, proceeding, demand, judgment or settlement arising out of Purchaser's failure to adhere to the provisions of this Article.

Article 10 - FORCE MAJEURE (NON-ATTRIBUTABLE NON-PERFORMANCE)

10.1 In the event that, due to force majeure, MATRIX FINE CHEMICALS GMBH is prevented from performing the Agreement, or performance becomes more costly, MATRIX FINE CHEMICALS GMBH shall have the right to suspend the Agreement in full or in part for the duration of the force majeure situation, or to terminate the Agreement in full or in part, without judicial intervention and without MATRIX FINE CHEMICALS GMBH being obliged to pay any compensation.

10.2 The term "force majeure" shall be understood to mean any circumstance, both foreseen and unforeseen, that permanently or temporarily prevents the performance by MATRIX FINE CHEMICALS GMBH of the Agreement. Such circumstances shall in any case be understood to include, without limitation, inability to pay for whatever reason, strikes, lockouts, riots, excessive staff sickness, interruptions in production, transport problems, fire and other business disruptions, import, export and transportation bans, late or defective delivery by MATRIX FINE CHEMICALS GMBH's suppliers, and other events beyond the control of MATRIX FINE CHEMICALS GMBH, such as flood, storm, natural and/or nuclear disasters, pandemic, epidemic, war and/or threat of war, but also changes in legislation and/or government measures. In addition, MATRIX FINE CHEMICALS GMBH may always rely upon force majeure in the case of unsuitability of products and/or persons used by MATRIX FINE CHEMICALS GMBH to perform the Agreement.

10.3 If MATRIX FINE CHEMICALS GMBH suspends performance of the Agreement in accordance with the provisions of this Article, the Purchaser shall, at the request of MATRIX FINE CHEMICALS GMBH, extend any letters of credit prescribed by the Agreement and/or the security required in accordance with Article 2.5 of these Terms and Conditions up to the new delivery date.

Article 11 - PAYMENT

11.1 Unless agreed otherwise in writing, payment must be made within thirty (30) days of the invoice date, without any discount and/or setoff, in the currency specified on the invoice.

11.2 If payment is not made in full within the period stated, the Purchaser shall be in default by operation of law and shall be liable to pay 10% annual interest or the statutory interest rate, whichever is the higher.

11.3 The Purchaser shall pay to MATRIX FINE CHEMICALS GMBH its actual judicial and extrajudicial costs, including legal fees, incurred as a result of the Purchaser's failure to fulfil its obligations under the Agreement in full and/or on time, whereby in any event the Purchaser is obliged for any such failure to pay to MATRIX FINE CHEMICALS GMBH at least extra-judicial costs amounting to 15% of the outstanding amount (which the Purchaser agrees is a fair and reasonable pre-estimation).

11.4 Without prejudice to the provisions of Article 6.3 and Article 6.4, complaints about invoicing or disputed amounts may be made only within the payment term. Complaints shall be submitted in writing. The submission of complaints shall not suspend the Purchaser's payment obligation in respect of any undisputed amounts.

11.5 Payments shall be deducted firstly from judicial costs, extrajudicial collection costs and interest payable, and then from the outstanding principal sums, starting with the oldest outstanding principal sums, regardless of any instructions to the contrary from the Purchaser.

11.6 The Purchaser shall be unable to offset any debt to MATRIX FINE CHEMICALS GMBH against any claim of the Purchaser against MATRIX FINE CHEMICALS GMBH.

Article 12 - SUSPENSION AND TERMINATION

12.1 Without prejudice to the provisions of Article 10, and without prejudice to the right to claim compensation, MATRIX FINE CHEMICALS GMBH may suspend the fulfilment of its obligations under the Agreement either wholly or in part or terminate the Agreement either wholly or in part, without need for a court order, by means

of a written notification, without any obligation to pay compensation, in the event that (there is a reasonable expectation that):

- (a) the Purchaser materially fails to fulfil one of its obligations under the Agreement, such as its obligation to pay on time and in full;
- (b) an attachment is made against the Purchaser;
- (c) the Purchaser is granted a moratorium;
- (d) a petition is filed for the Purchaser's bankruptcy, or the Purchaser is declared bankrupt;
- (e) the Purchaser makes a payment arrangement with one or more of its creditors;
- (f) the Purchaser, if a natural person, dies, is placed under guardianship or, in the context of a legal person, is put into administration; or
- (g) the Purchaser's business is sold or dissolved.

If, in accordance with Article 12.1, MATRIX FINE CHEMICALS GMBH suspends performance of the Agreement, the Purchaser shall, at the request of MATRIX FINE CHEMICALS GMBH, extend any letters of credit prescribed by the Agreement and/or security required in accordance with Article 2.5 of these Terms and Conditions up to the new delivery date.

12.2 If, in accordance with Article 12.1, MATRIX FINE CHEMICALS GMBH terminates the Agreement in whole or in part, MATRIX FINE CHEMICALS GMBH may claim back, as its property, any products delivered, but not yet paid for in full, offset against any sums already paid, without prejudice to its right to compensation.

12.3 If one of the situations described in Article 12.1 arises, all amounts owed by the Purchaser to MATRIX FINE CHEMICALS GMBH shall be due and payable in full and immediately, without prior notice of default being required.

12.4 The Purchaser may not suspend compliance with its obligations under or in connection with the Agreement or these Terms and Conditions on whatever grounds.

Article 13 - RESERVATION OF TITLE

13.1 The products which MATRIX FINE CHEMICALS GMBH supplies to the Purchaser shall remain the property of MATRIX FINE CHEMICALS GMBH until the Purchaser has paid all amounts, including interest and costs, it owes to MATRIX FINE CHEMICALS GMBH under or in connection with the Agreement. Before payment has been made in full, the Purchaser shall not have the right to fully or partially pledge the products to third parties. Purchaser shall further not have the right to transfer ownership of the products, other than in accordance with its normal activities or the normal use of the products. The Purchaser is required upon request of MATRIX FINE CHEMICALS GMBH to provide assistance with any measures that are necessary to protect MATRIX FINE CHEMICALS GMBH's property; in particular, the Purchaser shall authorize MATRIX FINE CHEMICALS GMBH upon conclusion of the Agreement to undertake, at the Purchaser's cost, the registration or pre-registration of title in public registers, books and similar in accordance with the relevant national laws and to perform all related formalities.

13.2 The Purchaser shall keep the products delivered subject to a reservation of title with due care and as the recognisable property of MATRIX FINE CHEMICALS GMBH and shall insure these products against damage and theft.

13.3 If one of the situations described in Article 12.1 arises, MATRIX FINE CHEMICALS GMBH shall have the right to take back itself, or have someone else take back, the products which are its property, at the Purchaser's expense, from the place where they are located. The Purchaser shall cooperate fully and hereby authorizes MATRIX FINE CHEMICALS GMBH irrevocably, if that situation arises, to enter, or have someone enter, the premises in use by or for the Purchaser.

13.4 The Purchaser shall not be permitted to rely upon a right of retention with regard to the costs incurred in connection with the safekeeping pursuant to Article 13.2, or to offset those costs against its performance.

13.5 If the Purchaser forms a new product from, or partly from, the products delivered to it by MATRIX FINE CHEMICALS GMBH, MATRIX FINE CHEMICALS GMBH shall have co-ownership title and rights on the new product in proportion of the value of the products processed or mixed in relation to the new product. Furthermore, the Purchaser shall keep (part of) the product for MATRIX FINE CHEMICALS GMBH, and MATRIX FINE CHEMICALS GMBH shall always remain the owner equal to its share of co-ownership until all the obligations referred to Article 13.1 have been fulfilled.

Article 14 - INTELLECTUAL PROPERTY

14.1 The Agreement and these Terms and Conditions do not entail any grant, transfer or licensing of any Intellectual Property Rights to the Purchaser.

14.2 The Purchaser warrants to MATRIX FINE CHEMICALS GMBH at all times and indemnifies MATRIX FINE CHEMICALS GMBH in this respect that the use by MATRIX FINE CHEMICALS GMBH of data, specifications or material provided by the Purchaser does not breach any statutory regulation or infringe third-party rights.

Article 15 - CONFIDENTIALITY

If MATRIX FINE CHEMICALS GMBH discloses or grants to the Purchaser access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Purchaser shall treat this information as strictly confidential and shall not, directly or indirectly, make use of any such information or disclose such information to any third party at any time, without MATRIX FINE CHEMICALS GMBH's prior written consent. In the event that Purchaser and MATRIX FINE CHEMICALS GMBH have entered into a separate confidentiality agreement, the terms and conditions of such agreement shall take precedence over the terms of this Article.

Article 16 - INVALIDITY AND CONVERSION

If any provision in the Agreement or these Terms and Conditions is held to be or becomes illegal, invalid, not binding or unenforceable (in each case either in its entirety or in part) under any law of any jurisdiction:

- a) that provision shall to the extent of its illegality, invalidity, lack of binding effect or unenforceability be deemed not to form part of the Agreement but the legality, validity, binding effect and enforceability of the remainder of the Agreement or these Terms and Conditions shall not be affected; and
- b) a provision shall apply between MATRIX FINE CHEMICALS GMBH and the Purchaser which is legal, valid, binding and enforceable which is as similar as possible in terms of contents and purpose.

Article 17 - NOTICE

17.1 Any notice or other communication required to be given to a party under or in connection with the Agreement shall be in writing and shall be delivered to the other party:

- (a) personally or sent by commercial courier, at its principal place of business with a copy to its registered office (if a company) or (in any other case) the address set out in the Agreement or otherwise provided by a party; or
- (b) sent by fax or email to the other party's main fax number or email address, respectively.

17.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.

Article 18 - ASSIGNMENT

18.1 MATRIX FINE CHEMICALS GMBH may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement or these Terms and Conditions and may subcontract or delegate in any manner any or all of its obligations under the Agreement or these Terms and Conditions to any third party.

18.2 Purchaser shall not, without the prior written consent of MATRIX FINE CHEMICALS GMBH, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement or these Terms & Conditions.

Article 19 - NO PARTNERSHIP OR THIRD PARTY RIGHTS

Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. A person who is not a party to the Agreement shall not have any rights under or in connection with it.

Article 20 - WAIVER AND CUMULATIVE REMEDIES:

A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and to not exclude rights provided by law.

Article 21 - AUTHORITY

Purchaser represents and warrants to MATRIX FINE CHEMICALS GMBH that its signatory to the Agreement has been duly authorized by, and upon execution will constitute a valid and legally binding agreement of, the Purchaser enforceable against the Purchaser in accordance with its terms. Specifically, the Purchaser represents and warrants that the signatory to the Agreement has authority to bind the Purchaser to an arbitration agreement for purposes of Article 21Article 22.

Article 22 - APPLICABLE LAW AND DISPUTE RESOLUTION

The substantive laws of Switzerland shall apply exclusively to all Agreements and to these Terms and Conditions, and to any non-contractual obligation arising out of or in connection with the Agreement or these Terms and Conditions. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of the Swiss conflict of law rules are explicitly ruled out. All disputes arising in connection with the Agreement or these Terms and Conditions, including disputes concerning the existence and validity thereof, shall be submitted to settle in arbitration in accordance with the Swiss Rules of International Arbitration. In that connection, the following applies:

- a) The place of arbitration shall be St. Gallen
- b) The arbitral tribunal shall be composed of one arbitrator, unless otherwise agreed by the Parties in writing.
- c) The tribunal shall decide in accordance with the rules of law.
- d) Any arbitration award or decision shall be final and binding on the Parties.
- e) No arbitral award, or any part thereof, shall be published in any form.

MATRIX FINE CHEMICALS GMBH may also bring any dispute as described in this Article 22 before the competent court in St. Gallen.