GENERAL TERMS AND CONDITIONS APPLICABLE TO CONTRACTS SIGNED BY PRIONOS AS THE SUPPLIER OF MERCHANDISE

1. ONE. Payment for the Merchandise
1.1 The method used to pay the price agreed in the Sales Offer (hereafter, the “Offer”) shall be as follows:

1.1.1 The Purchaser shall pay % of the total price of the Merchandise agreed in the Offer in the form of a down payment at the time the Purchaser accepts the Offer, and % in the form of a down payment at the time the Supplier supplies the Merchandise.

1.2 In the event that the party fails to pay the price in accordance with the Incoterm in force, the party shall be liable for any costs, fees, and expenses incurred by the other party in connection with receiving the Merchandise.

1.3 The Purchaser shall pay the remaining balance of the price in accordance with the Incoterm in force, subject to the terms of the Contract.

2. TWO. Warranty
2.1 If the product or service does not meet the specifications set forth in the Offer, the Purchaser’s Representative may at any time exercise his or her right to terminate the Contract in accordance with the terms agreed in the Contract.

3. THREE. Delivery and Placement of the Merchandise at the Purchaser’s Disposal
3.1 The delivery of the Merchandise shall be performed in accordance with the terms and conditions specified in the Offer and in accordance with the Incoterm in force. The Supplier shall be responsible for delivering the Merchandise to the Purchaser in accordance with the terms and conditions specified in the Contract.

4. FOUR. Termination of the Contract due to a breach by the Purchaser
4.1 The Purchaser shall have the right to terminate the Contract if the Supplier fails to deliver the Merchandise in accordance with the contract.

5. FIVE. Return Policy
5.1 If the Purchaser returns the Merchandise within the 30 days of receipt, the Supplier shall refund the price paid.

6. SIX. Delivery of Merchandise that does not conform to the terms of the Contract
6.1 In the event that the Merchandise does not meet the specifications set forth in the Offer, the Supplier shall be liable to the Purchaser for any costs, fees, and expenses incurred by the Purchaser in connection with receiving the Merchandise.

7. SEVEN. Warranties
7.1 The Purchaser shall have the right to terminate the Contract if the Merchandise does not meet the specifications set forth in the Offer.

8. EIGHT. Delay in compliance with the obligation to deliver the Merchandise
8.1 If the Supplier fails to deliver the Merchandise in accordance with the terms of the Contract, the Supplier shall be liable for any costs, fees, and expenses incurred by the Purchaser in connection with receiving the Merchandise.

9. NINE. Limited liability of the Supplier
9.1 In the event that the Supplier is found liable for the damage caused by the Supplier, the Supplier shall be liable for any costs, fees, and expenses incurred by the Purchaser in connection with receiving the Merchandise.

10. TEN. Incoterm
10.1 If the Supplier fails to deliver the Merchandise in accordance with the Incoterm in force, the Supplier shall be liable for any costs, fees, and expenses incurred by the Purchaser in connection with receiving the Merchandise.

11. ELEVEN. Assignment of the Contract
11.1 The Supplier shall have the right to assign the rights and obligations arising from the Contract to another party, subject to the conditions specified in the Contract.

12. TWELVE. Duty of Confidentiality
12.1 The Supplier shall have the right to assign the rights and obligations arising from the Contract to another party, subject to the conditions specified in the Contract.

13. THIRTEEN. Protection of personal data
13.1 In the event of a breach of the Supplier’s obligations as set forth in the Contract, the Supplier shall be liable to the Purchaser for any costs, fees, and expenses incurred by the Purchaser in connection with receiving the Merchandise.

14. FOURTEEN. Notifications and demands between the parties
14.1 The Supplier shall have the right to terminate the Contract if the Purchaser fails to pay the price agreed in the Contract.

15. FIFTEEN. Modification of the Contract
15.1 Any modification to the Contract must be in writing and signed by both the Supplier and the Purchaser in order to be regarded as validly made.

16. SIXTEEN. Applicable law and jurisdiction
16.1 The Contract shall be governed by and interpreted according to the laws and regulations of the country in which the Supplier is located.

17. SEVENTEEN. Force Majeure
17.1 “Force Majeure” shall mean all events which are beyond the control of the Parties, and which are unforeseeable, unavoidable, or insurmountable, and which prevent partial or full performance by either Party. Such events shall include earthquakes, floods, fires, wars, strikes, acts of governments, or any other instances which cannot be foreseen, prevented, or controlled. This shall not grant any right to the Parties for the termination of this Agreement. However, in the event that the force majeure shall continue during a period of two months, any of the Parties affected by such force may terminate this Agreement.

18. EIGHTEEN. Export Control Availability
18.1 The Supplier shall have the right to export the Merchandise or any other product or service to any country or entity specified in the Contract.

19. NINTEEN. Cancellation of the Contract
19.1 The Supplier shall have the right to cancel the Contract if the Purchaser fails to pay the price agreed in the Contract.

20. TWENTY. Dispute Resolution
20.1 Any disputes arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the rules of the arbitration institute specified in the Contract.

21. TWENTY-ONE. Governing Law
21.1 The Contract shall be governed by and interpreted according to the laws and regulations of the country in which the Supplier is located.

22. TWENTY-TWO. Force Majeure
22.1 “Force Majeure” shall mean all events which are beyond the control of the Parties, and which are unforeseeable, unavoidable, or insurmountable, and which prevent partial or full performance by either Party. Such events shall include earthquakes, floods, fires, wars, strikes, acts of governments, or any other instances which cannot be foreseen, prevented, or controlled. This shall not grant any right to the Parties for the termination of this Agreement. However, in the event that the force majeure shall continue during a period of two months, any of the Parties affected by such force may terminate this Agreement.

23. TWENTY-THREE. Export Control Availability
23.1 The Supplier shall have the right to export the Merchandise or any other product or service to any country or entity specified in the Contract.

24. TWENTY-FOUR. Dispute Resolution
24.1 Any disputes arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the rules of the arbitration institute specified in the Contract.

25. TWENTY-FIVE. Governing Law
25.1 The Contract shall be governed by and interpreted according to the laws and regulations of the country in which the Supplier is located.