

All sales are subject to these terms and conditions, no variations will be accepted unless agreed to in writing and signed by authorized representatives from SISOL Company.

1. **Quotation and Price Changes:** The quotation is valid for thirty (30) days from the date of the quotation, unless otherwise noted. SISOL BVBA may revise the prices provided in the quotation if:
  - a. the information provided by the client is incomplete or inaccurate
  - b. the client requests changes in SISOL's responsibilities, the specifications of the material, project instructions, procedures, assumptions, processes, protocols, test methods or analytical requirements
  - c. any other reason set forth in the quotation
2. **Delivery, Shipping, Delays:** All shipments are F.O.B. the location indicated by SISOL BVBA unless otherwise noted in quotation. Customer must include any special shipping instructions with order. SISOL BVBA reserves the right to make delivery installments, all such installments to be separately invoiced and paid for when due, per invoice, without regard to subsequent deliveries. Delay in delivery, of any installment, shall not relieve customer of customer's obligation to accept delivery. Customer must inspect all goods immediately upon receipt and notify SISOL BVBA in writing within three (3) days of any claims of, shortages, defects, or damages, and shall hold the goods for SISOL's written instructions concerning return or disposition. If customer fails to notify SISOL within the three (3) days of receiving the goods, they have agreed to accept all goods and pay for goods in full, per invoice.
3. **Force Majeure:** Neither party will be responsible for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control, including but not limited to, fire, explosion, accident, theft, vandalism, strikes or labor difficulties, natural disasters, acts of God, factory shutdowns, wars, riots, shortages in transportation. If SISOL can not complete order within ninety (90) days due to any such cause, customer may cancel order without liability to SISOL BVBA.
4. **Payment: Terms of sale are net 7 days of invoice**, unless otherwise noted in quotation. EURO is the only acceptable currency for payment. New customers will be required to provide credit references and all sales are subject to approved credit. Prepayment is required for the first order, unless other arrangements have been approved prior to sale.
5. **Taxes:** Customer is responsible for all taxes, including sales, duty custom, use, or other charges imposed by EU or foreign government, unless otherwise noted. If SISOL BVBA is required to pay a tax as a direct result from project, the customer must reimburse SISOL, or provide SISOL with a tax exemption certificate or other document acceptable to the authority imposing the tax at time of order, unless otherwise noted.
6. **Warranties:** SISOL will perform services in accordance with the specifications and project instructions. If goods sold to customer are deemed defective or nonconforming, to SISOL's satisfaction, customer's sole remedy will be:
  - a. credit customer's account for the purchase price, or
  - b. have goods replaced without charge or refund of the purchase price at SISOL's discretion.
7. **Confidentiality:** Confidentiality, Secrecy, and/or Non-circumvent agreements may need to be executed prior to the placement of any order. SISOL may utilize partner companies to manufacture products. We do business with our partners on a project exclusive basis and our partners honor non circumvention agreements with us.
8. **Changes:** No changes are accepted after a Purchase Order is received unless those changes are memorialized in writing by SISOL BVBA.
9. **Cancellations:** Customer may not cancel order unless SISOL BVBA agrees to cancellation in writing. In this event, the customer agrees to pay any manufacturing, service, or raw material charges up to point of cancellation. Once goods have been shipped to customer no cancellations are allowed.
10. **Conflicts:** To the extent Customer terms and conditions may differ, these terms and conditions shall apply in case of any dispute.
11. **Use and Disposal of Goods:** Customer agrees to use and dispose of goods sold by SISOL BVBA in accordance with all applicable laws, rules, and regulations.
12. **Indemnification:** Customer will not hold SISOL BVBA or its affiliates responsible for any third party claim arising from one of the following:
  - a. the manufacture, promotion, marketing, distribution, or sale of the goods
  - b. use or exposure to the goods
  - c. exposure to the materials provided by the customer
  - d. negligence or willful misconduct of the customer
  - e. breach of the quotation by the customer
  - f. use of any intellectual property provided by the customer to SISOL BVBA.

SISOL BVBA will not hold the customer responsible for any third party claim arising from one of the following:

- g. any negligence or willful misconduct by SISOL BVBA
  - h. SISOL's breach of the quotation
13. These terms and conditions are valid until expiration of quotation or termination of any applicable agreement.