

## General Terms and Conditions of Sale

### 1. Acceptance and Scope of these terms

1. These general terms and conditions of sale ("GTC") shall apply to all sales of goods and services by Raynergy Tek Inc. and its affiliates ("Raynergy") to a customer requiring to purchase such goods or services ("Purchaser"). While Clauses 1 to 11 shall, in principle, apply to all goods or services, Clause 12 includes clauses specific to certain products and services.
2. These GTC take precedence over Purchaser's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Any withstanding, amending or deviating terms and conditions of Purchaser shall not apply, even if Raynergy, knowing of such terms and conditions of Purchaser, does not object to them explicitly, and continues to deliver to Purchaser without any objection.
3. Any of the following shall constitute Purchaser's unqualified acceptance of these GTC: (i) written acknowledgement of these GTC; (ii) issuance or assignment of a purchase order for the product(s) or services thereunder; (iii) acceptance of any shipment or delivery of product(s) or provision of services thereunder; (iv) payment for any of the product(s); or (v) any other act or expression of acceptance by Purchaser.
4. These GTC shall only apply vis-à-vis commercial customers and with respect to commercial transactions.
5. These GTC shall apply to all transactions (including future ones) between Raynergy and Purchaser in the version current at the time of the conclusion of such transaction, even if their application has not been expressly agreed again.
6. Besides, Raynergy shall have the right to amend the then current GTC subject to prior written notification of Purchaser and the envisaged amendments shall become effective unless Purchaser objects within two (2) weeks after receipt of such notice.

### 2. Conclusion of Contract, Orders

1. Unless otherwise agreed, any offers of Raynergy are subject to change.
2. Any binding contract on the sale of goods or services requires either (i) an offer of Raynergy explicitly marked as binding, accepted by Purchaser or (ii), upon any Purchaser's order (oral or otherwise), an order confirmation of Raynergy in writing. The content of the respective contractual relationship and the scope of delivery as laid down in any binding offer or order confirmation from Raynergy shall be legally binding.
3. Unless otherwise agreed, any advice given to Purchaser before placing the order shall be non-binding; the same shall apply to any specifications of samples and specimens. It remains up to Purchaser to satisfy itself that the goods are suitable for its purposes. Raynergy may, at Purchaser's request, provide technical assistance, advice and information with respect to the products, if and to the extent that such advice, assistance or information is conveniently available. It is expressly agreed, however, that Raynergy is under no obligation to provide such technical assistance and/or information. To the extent such technical assistance and/or information is provided to Purchaser, the

disclaimers and limitations of liability contained herein shall be applicable.

### 3. Deliveries, Returned Products

1. Raynergy's contractual obligation to deliver to Purchaser the product (hereinafter also called "product ordered") is subject to Raynergy's receiving correct and timely delivery itself from its suppliers. This condition shall only apply in case Raynergy is not responsible for non-delivery, in particular if it has placed a corresponding order with its suppliers. If delivery is not made by its supplier to Raynergy, (i) Raynergy shall notify Purchaser immediately, and (ii) Raynergy is entitled to withdraw from the contract, with any payments of Purchaser to be refunded immediately.
2. Delivery times given by Raynergy in offers and order confirmations are non-binding, except otherwise explicitly agreed. However, if binding delivery deadlines have been agreed, Raynergy's obligation to comply with the agreed delivery period shall be subject to the prompt fulfillment of contractual duties on the part of Purchaser, in particular such duties as the payment of any agreed amounts and, if applicable, the provision of agreed security. If Purchaser fails to meet its contractual duties, Raynergy shall have the right to extend the delivery period. Raynergy reserves the defense of non-fulfillment of the contract.
3. Except otherwise explicitly agreed, if a product ordered has to be dispatched, this is carried out from Raynergy's cooperated or designated warehouse on the account and at the risk of the purchaser. Raynergy is free to choose the carrier and the forwarding company and the means of transport. Raynergy reserves the right to choose the method of packaging. Partial deliveries (installments) are permissible and may be invoiced by Raynergy immediately. The risk of accidental loss of the product to be delivered passes from Raynergy to the purchaser on dispatch from the warehouse even if delivery is made carriage paid.
4. Risk is transferred upon dispatch of products. Raynergy is not obliged to insure the product ordered, or to have it insured, against damage in transit. Loss of or damage to the products, after the risk of such loss or damage has passed to Purchaser, does not discharge Purchaser from its obligation to make full payment of the purchase price. If the dispatch of the product ordered is delayed owing to circumstances for which attributable to Purchaser (including but not limited to a lack of acceptance), the risk of accidental loss of the products to be delivered (also while in storage at Raynergy) passes to Purchaser from the time of the delay on. In case of such delays, any costs incurred by Raynergy due to the delay in delivery (in particular warehouse costs and charges) must be borne exclusively by Purchaser. In case of accidental loss, Raynergy is released from its performance obligation; however, Purchaser remains obliged to make full payment.
5. Purchaser may, notwithstanding any contractual or statutory rights, not cancel any binding order or return purchased products without Raynergy's prior express written consent, such returns

being subject to a restocking charge. Products subject to governmental regulations (e.g. FDA) and/or processing requirements (e.g. cGMP) are not eligible for cancellation or return.

6. Raynergy is entitled to withdraw from the contract if it becomes apparent that Purchaser is not creditworthy, in particular in case of (i) a protest regarding a bill of exchange or a cheque occurs, (ii) payments by Purchaser stop, (iii) an unsuccessful enforcement attempt against Purchaser, or in case of an oath of disclosure; such event must not necessarily have occurred between Raynergy and Purchaser, or (iv) it becomes apparent that Purchaser has provided inaccurate information regarding its creditworthiness and this information is of considerable importance.
7. Irrespective of the reason for any return of products, any return must be coordinated with Raynergy prior to return, and all products to be returned must include Raynergy's approved product return authorization form. Raynergy reserves the right to request a disposal instead of return. Title to the returned products, if already acquired by Purchaser, shall retransfer to Raynergy upon delivery of the products to Raynergy's facilities. The products shall be returned in their original packaging with the original Raynergy label affixed, and unaltered in form and content. Where applicable, Purchaser agrees to provide Raynergy with interim product temperature and other relevant data on storage; Purchaser furthermore agrees to package products with proper refrigerant to maintain required temperatures during transit.
8. Raynergy may define certain products as Custom Made-To-Order ("CMO"). Purchaser must provide Raynergy with product specifications prior to the start of manufacturing a CMO product. Raynergy and Purchaser shall agree on all respective production and testing techniques prior to the start of manufacturing a CMO product. Purchaser must provide a purchase order detailing product and delivery schedule for reserved products. Purchaser shall purchase the entire lot of the CMO without regard to volume. Purchase orders for CMO products are not cancelable.

#### 4. Prices, Taxes, Payment, delayed Payments

1. Unless otherwise specified in the contract, the price for Purchaser's order shall be charged in accordance with the applicable prices at the delivery date.
2. Unless otherwise specified in Raynergy's order confirmation offer, if any, or its order confirmation, all prices are given in USD.
3. Any tax, duty, custom or other fee of any nature imposed in connection with any transaction governed by these GTC by any governmental or quasi-governmental authority shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Raynergy is required to prepay any such tax, Purchaser shall fully reimburse such tax prepayment to Raynergy.
4. Unless otherwise specified in Raynergy's order confirmation, the purchase price must be paid by Purchaser within 30 days from the invoice date without deduction to the bank account specified by Raynergy.
5. In case of delay of payment by Purchaser Raynergy reserves the following rights, notwithstanding further statutory rights: (i)

Raynergy may charge an interest on all amounts due and unpaid after due date at the rate at least 5% p.a., and (ii) Raynergy may terminate the order or suspend any further deliveries to Purchaser.

6. Any right of Purchaser to withhold payment or to set off any amounts due against counter-claims on his part, e.g. pricing or invoicing complaints, shall be explicitly excluded, unless such counterclaims are uncontested or a legal title exists.
7. In case Raynergy has a right to withdraw from the contract, all payment claims against Purchaser, regardless of their legal basis, are due for immediate payment.

#### 5. Additional Obligations of Purchaser

1. Purchaser will not analyze the composition of the samples without written authorization from Raynergy.
2. Purchaser acknowledges that there are hazards associated with the use of some products, that it understands such hazards and that it is the responsibility of Purchaser to warn and protect all those exposed to such hazards.
3. Purchaser is also under the obligation to inform Raynergy immediately of any risks resulting from products it becomes aware of.
4. Purchaser shall at all times be solely responsible for: (i) obtaining any necessary intellectual property permission for the use of the product, (ii) compliance with any and all applicable regulatory requirements and generally accepted industry standards, (iii) conducting all necessary testing and verification, including for fitness for the intended purpose, prior to the use of product(s) purchased from Raynergy, (v) compliance with legal requirements in case products are to be disposed by Purchaser.
5. Purchaser shall indemnify and hold Raynergy, its corporate affiliates including Raynergy and any entity under majority control of Raynergy, agents, employees, and representatives, harmless from and against any and all claims, damages, losses, costs or expenses (including attorney's fees) arising in connection with Purchaser's sale or use of the products, resulting from Purchaser's breach of the provisions and representations contained in these GTC, or arising from the negligence, recklessness or misconduct of Purchaser.

#### 6. Warranties

1. With respect to all products to be delivered, the Parties agree on the following material characteristics and scope of the warranties of Raynergy:
  - A. The products delivered by Raynergy correspond to the applicable published specifications set forth in the catalogue (electronic or otherwise), certificates provided with the products or on the label. In case of divergences between catalogue and the label, the information on the label is decisive. Raynergy reserves that specifications are subject to (i) customary divergences and (ii) other minor divergences that do not adversely affect the suitability of the products with regard to the intended or regular purpose.
  - B. Any data which is based on Raynergy's testing procedures, may only be compared to testing following the same procedures. The product data as listed, e.g. in the catalogue, product information, etc., is intended for information purposes only and does not

represent a binding statement with respect to the characteristics of the products delivered; Raynergy may not be held liable with respect to the accuracy of the product data provided.

- C. Unless otherwise expressly stated in the product data or product documentation sheets, Raynergy products have not been tested for safety or efficacy.
  - D. No agent, employee or other representative has the right to modify or expand Raynergy's standard warranty applicable to the products or services or to make any representations as to the products other than those set forth in Raynergy's applicable published specifications, and any such affirmation, representation or warranty, if made, should not be relied upon by Purchaser and shall not form a part of this contract.
2. Any warranty provided by Raynergy will not apply in the event of:
- A. failure to install, use or maintain the products in accordance with any instructions, specifications, use statements or conditions of use made available by Raynergy in writing to Purchaser, such information to include but is not limited to product data, product information, limited use information, limited use label licenses;
  - B. use of products, that, according to documentation accompanying the product(s), are intended for research use only, for any other purpose, which includes but is not limited to unauthorized commercial uses.
  - C. any installation, repairs, modifications, upgrades, maintenance or other servicing by a third party that is not approved by Raynergy;
  - D. normal wear and tear of the products, lack of proper maintenance or incorrect stocking conditions; or ;
  - E. use of the products beyond the shelf life or expiration date of the product as set forth in the applicable published specifications or labels of such products.
3. The Parties agree on the following duties of Purchaser in relation to inspections:
- A. Purchaser shall inspect the delivered products immediately upon receipt and without delay notify Raynergy in writing or electronic format of any obvious defects or missing goods. Defects in the products which, despite immediate and proper examination by Purchaser, only become apparent at a later point in time must be notified to Raynergy in writing or in electronic format by Purchaser immediately upon discovery.
  - B. In the event Purchaser claims non-conformance of a hazardous product, Raynergy shall have the right to inspect such products on Purchaser's premises. As an alternative, the Parties may seek confirmation with respect to the non-conformance of the product in question by way of an analysis carried out by a third-party laboratory or a third-party inspection organization; such third-party laboratory must be acceptable to both parties and carry out the respective analysis within a reasonable time frame. If the results of the analysis confirm the non-conformance of the product, the respective costs shall be borne by Raynergy; if the analysis does not confirm non-conformance of the product, the costs for analysis shall be borne by Purchaser.
  - C. Raynergy shall assume no warranty or liability for any complaints of Purchaser that do not comply with the stipulations of this Clause 6.3

- 4. Purchaser, in case of any complaint in accordance with Clause 6.3 about warranties, shall, subject to the limitation period in 6.5, have only the following rights for purchased products:
  - A. In the event of a material defect or a defect of title, Raynergy shall provide subsequent performance by remedying the defect or delivering a product without defects. Purchaser shall not have the right to request a specific type of subsequent performance.
  - B. If Purchaser has not yet effected payment (fully or in part) for the defective product, Raynergy may make subsequent performance subject to Purchaser effecting a part-payment of the purchase price proportional to the defect claimed.
  - C. Subsequent performance shall be deemed unsuccessful after the second unsuccessful attempt of Raynergy, unless otherwise apparent given the type of problem or defect or other circumstances.
  - D. Only in the event (i) Raynergy seriously and finally refuses subsequent performance, (ii) subsequent performance is unsuccessful, (iii) subsequent performance is not reasonable for Purchaser, or (iv) a reasonable deadline for subsequent performance set by Purchaser has not been met, shall Purchaser be entitled (a) to withdraw from the contract or (b) to reduce the purchase price accordingly. Subject to the limitations of Clause 7, Purchaser may furthermore demand compensation instead of performance.
- 5. The limitation period for claims for defect is 12 months from the transfer of risk, unless a breach of warranty is based on the willful misconduct of Raynergy. 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 product to be delivered - in accordance with the specifications or labels of such product - is shorter than 12 months.

#### **7. Limitation of Liability of Raynergy**

- 1. Claims for damages against Raynergy shall, irrespective of legal grounds, in particular the breach of duties resulting from contractual obligations and tort, be excluded subject to the following stipulations:
- 2. Raynergy shall be jointly liable for claims in connection with any damage which the employee has wrongfully caused to the rights of another in the performance of his duties. However, Raynergy is not liable for such damage if it has exercised reasonable care in the selection of the employee, and in the supervision of the performance of his duties, or if such injury would have been occasioned notwithstanding the exercise of such reasonable care.
- 3. Raynergy shall be liable: to pay damages to or to compensate the Purchaser for any costs incurred in connection with claims resulting from the breach of a guarantee provided by Raynergy regarding the quality of the purchase item.
- 4. In the event of a delay in delivery due to minor negligence on the part of Raynergy, the damages for delay to be claimed by Purchaser shall amount to a maximum of 3% of the agreed net purchase price for each complete week of delivery, with an overall maximum of 15% of the agreed net purchase price. Purchaser's right to claim damages in lieu of performance, if such right exists under statutory provisions and is covered by the above

stipulations on liability, shall remain unaffected.

5. The aforesaid stipulations shall not be construed as a change of the burden of proof to the disadvantage of Purchaser.
6. Ranergy shall not bear any liability whatsoever, for any damage (including but not limited to product use or goodwill) or interruptions caused by Purchaser mistakenly believes any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect the Purchaser's computer or other equipment, or any phishing, spoofing or other attack.

## 8. Force majeure

1. Neither Party shall be responsible and held liable for any delay or default in the performance of its obligations under their mutual contract to the extent and as long as this default is caused by an event beyond its control (force majeure). The same shall apply to contractual breaches on the part of suppliers caused by force majeure. For the purposes of these GTC, an event of force majeure shall, without limitation, in particular include: (a) a state of war or civil war, declared or undeclared, (b) fire not attributable to either party, (c) natural disasters like floods, storm, etc., (d) general shortage of raw materials or inability to obtain equipment or materials, (e) restrictions on energy consumption, (f) law-making or governmental decisions, embargos, export and import restrictions on shipping or delivery, (g) strikes, lockouts or labor disputes of any kind (whether relating to its own employees or others), (h) accidents, (i) sequestration, or (j) any production failure beyond reasonable control.
2. Force majeure shall not be an excuse to delay payments.
3. If either party is affected by one (or more) of the events described under 8.1 above, it shall promptly notify the other party thereof, stating the nature of the event, its estimated duration, and actions being taken to avoid or minimize its effects.
4. If, at Purchaser's request or for any reason for which Purchaser is responsible, the production or shipment of products is delayed based on above Force majeure circumstances, Raynergy may invoice Purchaser for the products produced as well as costs and expenses incurred up to the time of the delay.
5. Each party shall have the right to cancel the contract by means of termination in writing or in electronic format if the performance thereof is prevented for more than six months according to Clause 8.1.

## 9. Compliance Requirements

1. Export Controls, Embargos  
Purchaser acknowledges that the merchandise covered by this contract is subject to the export control laws (including in particular but not limited to embargos and economic sanctions) of the country from which shipment is made, as well as possibly those of the United States. Purchaser further acknowledges that, depending on the product, its country of destination, its designated end use, and the identity of the parties to the transaction, such laws may require Purchaser, either for the further transfer or report of the product being exported to it by Raynergy or on Raynergy's behalf, or for the transfer of any item into which Purchaser may incorporate such product, to seek and obtain export

licenses/authorizations issued pursuant to those laws.

Where Purchaser reports the merchandise in question, Purchaser is the legally responsible party for determining its correct export classification, and for obtaining any necessary export licenses/authorizations. As a courtesy and without accepting any liability whatsoever, to aid Purchaser in ascertaining the export classification and the potential applicability of U.S. export control laws on its invoice, Raynergy shall provide Purchaser upon request with (i) what it believes is the correct classification, under local and U.S. laws, of the product being shipped and (ii) a statement indicating the country of origin of the product. Purchaser agrees to hold Raynergy harmless from any and all liabilities or costs incurred by Raynergy or its affiliates arising for any reason from or in connection with any export, import, regulatory, governmental or treaty violations in any jurisdiction, whether intentional or unintentional.

### 2. REACH

In the event Purchaser wishes to purchase chemicals from Raynergy, the following shall apply: Purchaser is aware of and agrees to comply with all its obligations under the REACH Regulation (EC) No. 1907/2006. Purchaser shall reimburse Raynergy for all expenses incurred by Raynergy in connection with Purchaser's notification to Raynergy of any use pursuant to Article 37.2 of the REACH Regulation (EC) No. 1907/2006 that necessitates an update of the registration or the chemical safety report or triggers some other obligation under the REACH Regulation. Raynergy assumes no liability for delays in delivery arising in this context. If, for environmental or health protection reasons, Raynergy does not classify the use envisaged by Purchaser as an identified use, Raynergy may withdraw from the contract unless Purchaser informs Raynergy that it will abstain from the envisaged use.

### 3. Data Protection

Raynergy will request, process and use personal data (mainly name and business addresses of the contact person) from Purchaser to manage Purchasers' requests, claims, orders or repairs and for the continuing relationship management to Purchaser. Some of those data processing activities are handled on behalf of Raynergy, its affiliates or external service providers. These companies may be based worldwide, including areas outside the Taiwan like the U.S.A. For all cases involving a transfer of personal data, Raynergy will ensure compliance with data protection regulations. Furthermore Raynergy will transfer these data to authorities, if there is an existing legal obligation for Raynergy to do so. Individuals have the right to access their data processed by Raynergy and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked

### 4. Anti Corruption Laws

Purchaser hereby agrees not to violate applicable anti-corruption laws and any other applicable anti-corruption laws ( "Anti-Corruption Laws" ). Purchaser agrees not to, directly or indirectly through a third party, offer, give, or accept anything of value with the intent to obtain or retain business for an improper advantage. Purchaser will not offer or receive a bribe, kickback or other similar payment to any public official, political party or official, candidate for public office or other individual, to secure any contract concession or other favorable treatment. Purchaser agrees that payments it receives from Ranergy under this Agreement are in consideration for and under the express condition that Purchaser is in compliance with all applicable laws, including the Anti-Corruption Laws and the Trade Sanctions Laws. Purchaser agrees to notify Ranergy



immediately upon learning of any potential violation of applicable laws, including potential violations of the Anti-Corruption Laws or the Trade Sanctions Laws. Purchaser shall indemnify, defend and hold Ranergy harmless from and against any claims, fines, penalties and expenses (including reasonable attorneys' fees) resulting from a breach by Purchaser of this Section.

## 10. Miscellaneous

### 1. Governing Law

Unless explicitly otherwise agreed, any contract between Raynergy and Purchaser shall be subject to the laws of Taiwan, R.O.C without giving effect to its rules on conflicts of laws.

### 2. Place of Performance

The place of performance for all claims resulting from the contract concluded between Purchaser and Raynergy is the registered office of Raynergy's headquarters in Taiwan, R.O.C.

### 3. Jurisdiction and Venue for Disputes

The jurisdiction and venue for all disputes between the Parties shall be Hsinchu District Court of Taiwan.

### 4. Entire Agreement

These GTC shall constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the sale of Raynergy products and the provision of Raynergy services and supersedes all prior and contemporaneous understandings or agreements of the parties.

### 5. Modification, Written Form

Unless otherwise agreed in these GTC, any changes/amendments and/or additions to these GTC, including to this clause 11.5, must be agreed in writing between the contract parties in order to be effective.

### 6. Notices

Unless the electronic format is expressly admitted thereunder, any notices required or permitted to be given by either party to the other under these GTC shall be made in writing and shall be sent by prepaid recorded delivery, special delivery or registered mail to that other party at its registered office or principal place of business or such other address as indicated by it in connection with this provision.

### 7. Severability

If individual provisions of these GTC are or become fully or partially ineffective, the remaining provisions of the GTC shall not be affected thereby. This also applies if an unintended omission is found in the contract. A fully or partially ineffective provision shall be replaced or an unintended omission in the GTC shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these GTC had they been aware of the ineffectiveness or omission of the provision(s) in question.

### 8. Assignability

Orders are not assignable or transferable, in whole or in part, without the express written consent of Raynergy.

### 9. Publicity

Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to Raynergy, its affiliates, its products, or to these GTC must be approved in writing by Raynergy prior to its use or

release.

### 10. Confidentiality

Purchaser shall not, without Raynergy's written consent, disclose any documents, drawings, schematics, plans, designs, specifications, confidential information, know-how, discoveries, production methods and the like that are marked confidential, proprietary or the like (herein referred to as "technical information") furnished to Purchaser by Raynergy, or on Raynergy's behalf, for the performance of this agreement, to any person other than personnel of Purchaser. Purchaser shall take reasonable precautions against any such technical information being acquired by unauthorized persons and shall not employ any such technical information for its own use for any purpose whatsoever, including filing any patent applications disclosing or based on Raynergy's technical information or publishing the technical information in any form, except in the performance of this agreement. Raynergy shall retain title to all such technical information and Purchaser shall, at Raynergy's request or upon completion of this agreement, return or deliver all such tangible technical information to Raynergy. The term "technical information" as used herein shall not include information which is generally published or lawfully available to Purchaser from other sources or which was known to Purchaser prior to disclosure thereof to Purchaser by Raynergy or on Raynergy's behalf.

### 11. Proprietary Rights

Raynergy, or its affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other intellectual property. Except as otherwise expressly permitted by Raynergy, no use of Raynergy's or its affiliates' brand names, trademarks, trade names, logos or other intellectual property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Raynergy's or its affiliates' brand names, trademarks, trade names, logos or other intellectual property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Raynergy of another entity's products or services.

### 12. Waiver of Breach

The waiver by either party at any time to require performance by the other of any provision or part of any provision of these GTC shall not operate as a waiver of such provision at any other time.

### 13. Typographical Errors

Stenographic, clerical or computer errors on the face of any Raynergy invoice shall be subject to correction by Raynergy.

### 14. Independence of the Parties

Nothing in this agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products (in the case of Raynergy subject to the other terms of the GTC in relation to the products), and personnel.

### 15. Third Parties

Nothing in this document is intended to create any rights in third parties against Raynergy.

## 11. Specific Provisions

### 1. Representations and Warranties for Services

If Purchaser is purchasing services from Raynergy, the following provisions shall exclusively apply in relation to representations and warranties for services and services only.

1. Unless otherwise agreed upon between the parties, services may be provided at the equipment site, Raynergy site or a Raynergy authorized third party site, as determined by Raynergy at its sole discretion. In the event that the purchased services shall be provided at a Raynergy or Raynergy authorized third party site, equipment will need to be returned to a Raynergy authorized site for repair or replacement, and Purchaser shall be responsible for all shipping and transportation costs, including any insurance costs. In the event that the purchased services are to be provided at the equipment site, Purchaser shall (i) make available to Raynergy a qualified employee who is familiar with the equipment and must be present during the call to assist as may be necessary in the performance of the services, and (ii) provide Raynergy service representatives with (a) access to its facilities to the extent necessary for such representatives to perform services, (b) a satisfactory and safe work area, and (c) adequate electrical power.
2. Raynergy's obligation to provide purchased services and its Service Warranty (as defined below) shall not extend to any equipment failure or defect resulting directly or indirectly from the following:
  - a. Non-compliance with specifications;
  - b. Any misuse, theft, water flow-back, or willfulness or neglect by Purchaser or its employees, contractors or agents or a wrongful act by such persons;
  - c. Accidents or shipping related damage;
  - d. Electrical failure unrelated to the product;
  - e. Damage due to vandalism, explosion, flood or fire, weather or environmental conditions; and
  - f. Any installation, repairs, modifications, upgrades, maintenance or other servicing by a third party that is not approved by Raynergy;

Such circumstances shall entitle Raynergy to charge Purchaser a reasonable compensation (if applicable) for any non-reimbursable travel costs, any working time of Raynergy's employees, contractors or agents (at list rate), and for similar expenses.

3. Raynergy warrants that it shall provide services in a professional and workmanlike manner, consistent with average standards of workmanship and materials then prevailing in the trade, and by appropriately trained and qualified employees or third party representatives selected at its sole discretion (the "Service Warranty"). Raynergy makes no other express or implied warranty. In the case of a breach of the Service Warranty, the following shall apply:
  - a. The parties agree that the primary remedy available under the agreement shall be repeat performance by Raynergy in due time of the portion of such services that constitutes or gives rise to the breach.
  - b. If (i) it is not possible to repeat performance, (ii) Raynergy is failing to repeat the performance of such services within due time, or (iii) repeating the performance would result in unreasonable costs for Raynergy, the parties agree that the sole remedy shall, subject to the limitations under Clause 7, be Raynergy's liability for damages or expenditure, including a

refund to the Purchaser of sums paid for the portion of such services.

- c. For cases of Force Majeure, Clause 8 shall apply.
- d. The limitation period for this Service Warranty is 12 months, commencing at Raynergy completes the respective (portion of) services and in which the Purchaser obtained knowledge of the circumstances giving rise to its claims or failed to obtain such knowledge due to gross negligence.
4. In the event that Purchaser is purchasing services on behalf of a third party, or in relation to products owned by a third party or located at the premises of a third party, Purchaser represents and warrants that it has proper legal authority to purchase such services with respect to such third party. Purchaser shall indemnify and hold Raynergy, its corporate affiliates including Raynergy and any entity under majority control of Raynergy, agents, employees, and representatives, harmless from and against any and all claims, damages, losses, costs or expenses (including attorney's fees) caused by or resulting from any third party claim relating to the provision of any services by Raynergy.