

GENERAL TERMS AND CONDITIONS

Scitec Research SA

1. Definitions

- a) "Scitec" shall mean Scitec Research SA, established in Lausanne, Switzerland, and in Courroux, Switzerland.
- b) "Client" shall mean the company or physical person, which enters into a contractual relationship with Scitec.
- c) "Party" shall mean either Scitec or Client. "Parties" shall mean both Scitec and the Client.
- d) "Affiliate" of a Party shall mean either (i) an entity controlled by the Party, (ii) an entity which controls the Party, (iii) an entity which is controlled by the entity described in paragraph (ii).

2. Applicable law and order of priority

The contractual relationships between Scitec and its Clients are governed by the following dispositions, in the order in which it is listed:

- a) Scitec's proposal
- b) Scitec's General Terms and Conditions
- c) The Client's request for proposal
- d) The Client's General Conditions, insofar as applicable by Swiss law

3. Execution of mandate by Scitec

Each mandate is executed based on a specific proposal, established and submitted to the Client by Scitec (thereafter the "Proposal"). The Proposal is based on information provided by the Client. In particular, the Proposal shall contain the list of analyses to perform, quantity, samples matrix, and price.

The acceptance of the Proposal by the Client, irrespective of the form by which it was accepted, implies de facto the acceptance of these General Conditions.

Any derogation to the present General Conditions requires a written agreement, signed by the Parties.

The Client shall be responsible for the following tasks:

- a) To perform the sampling according to applicable regulations, directives, or procedures, while respecting the number of required sampling for each sample.
- b) To adequately label each container, and provide Scitec with related documentation.
- c) To deliver, or have the samples delivered to Scitec Laboratories.
- d) To inform Scitec of any deviation, or any event which may affect the quality of services delivered by Scitec.

Scitec shall be responsible for the following tasks:

- a) Ensure that the samples are stored adequately immediately upon reception.
- b) Ensure a full traceability of the samples' handling, and in particular the date of reception, date of start of analysis, and date of end of analysis.
- c) Execute the analyses in accordance with applicable regulations.

- d) Inform the Client of any deviation, of any event which may affect the quality of the services delivered by Scitec.

4. Price List

The price of the services performed by Scitec is set by the Proposal. Scitec's published price list provides merely an indication, as the prices listed in the price list may change without prior notice to the Client.

All prices exclude VAT or any applicable tax (e.g. exportation tax). Scitec shall add such applicable taxes to establish the net amount of invoices for services rendered.

5. Invoices

Invoices provide the net amounts to be paid by the Client. Invoices must be paid within 30 days. Services provided on a regular basis can be invoiced on a monthly basis. Scitec may require a down payment or full payment of the contractually agreed services prior to starting their execution.

Scitec is authorized, at its sole discretion, to add an interest for late payment, equal to a rate of 4 points above a loan rate for the Central European Bank. In addition, Scitec may withhold the analytical reports resulting from the execution of contractually agreed services until all due invoices are paid by the Client.

The Client recognizes that it is sole debtor for all invoices issued by Scitec for services rendered, which are listed in the Proposal, so long as the Client has not established that it is mandated by a third party, which is done by providing a proxy duly signed by the third party.

6. Complementary Services

The performance and any additional or complementary service not included in the accepted Proposal, shall be first agreed in written by the Parties. Unless otherwise expressly agreed, the additional services shall be invoiced in accordance with Scitec's price list.

7. Project cancellation

At any time, the Client may terminate the project initiated as a consequence of the acceptance of the Proposal. The following services shall be invoiced:

- a) The services already performed at the time of the cancellation of the project, as well as the costs already engaged by Scitec to setup the analytical program for the project (e.g. standards, reagents, etc.)
- b) The cancellation fees, which amount to 20% of the services planned but not performed subsequently to the cancellation of the project.

8. Timelines

The timeline for the execution of the services and submission of reports as listed in the Proposal are set with the Client.

In case of unexpected issues or incidents, or in case of force majeure, Scitec shall contact the Client to determine the path forward.

Should the Client need to accelerate the execution of the project, Scitec will endeavor to reorganize the workload and communicate impact on price as soon as known.

9. Deposit of samples

The samples can be deposited at Scitec during normal business hours. Deposit outside of business hours must first be agreed on between the Parties.

The samples whose radioactivity level is above the authorized standards will not be accepted by Scitec, and will be returned to the Client at Client's expense.

10. Samples Information

The following information shall imperatively be provided for each sample:

- a) Name and full address of Client.
- b) Name of full address of invoicing.
- c) Sample's identification code (name or number).
- d) Concise description of the sample's matrix (water, soil, oil, etc.)
- e) Toxicity class, to the Client's best knowledge
- f) Date and time of sampling.
- g) List of required analyses.
- h) Storage conditions.

11. Samples storage

The samples are stored at room temperature at Scitec for one month after the submission of the final report, after which duration the samples are disposed of.

12. Data archiving

Raw data, information, and submitted reports are kept for a duration of ten (10) years.

13. Subcontracting

In certain complex programs, Scitec may, with Client approval, subcontract certain analyses to third parties. In such situation, Scitec shall ensure that the quality of the third party services is consistent with Scitec's Quality Standards, and shall ensure that the confidentiality is preserved.

14. Results

In all cases, the analytical results are provided in a report sent to the Client. Intermediate analytical results are normally not communicated. In case intermediate results are communicated, these shall not be considered as final nor valid; only results provided in the final report shall be considered as valid.

15. Duty of Care

Scitec is committed to performing its services with care, following the applicable regulations, and by using appropriate equipment and properly trained personnel.

16. Confidentiality

The Parties agree to keep the information exchanged for the execution of the services as described in the Proposal

confidential, and to disclose only Client's staff or Client's Affiliates staff on a per need basis.

The nature of services mandated by the Client to Scitec, as well as the analytical results, are considered confidential by Scitec. No information shall be released to third parties without the Client's written approval.

If necessary, the Parties shall sign a confidential disclosure agreement prior to the performance of services by Scitec.

Unless otherwise mentioned, Scitec is authorized to mention the Client's name in his customers' reference list.

17. Warranty provided by Scitec Research SA

Scitec shall be accountable for the quality of the services that it performs. Any complaints must be made in writing within three months of receipt of the final report. In case of a valid contestation, Scitec warranty is limited to performing a new analysis free of charge.

18. Applicable law and jurisdiction

The relations between the Parties are governed by Swiss law. Any dispute arising between the Parties arising in connection with their contractual relations are subject to this document or the Proposal shall be submitted to the competent court in Lausanne.