

General Terms and Conditions of Nanos Scientifcae d.o.o., Ljubljana

(Effective as of October 2013)

1. Applicability of These Terms and Conditions

1.1 The terms and conditions set forth below shall govern all deliveries and services rendered by Nanos Scientifcae d.o.o. (from hereon abbreviated as "Nanos Sci") to the customer. They shall also apply, without a separate agreement, to all future transactions with the customer.

1.2 These terms and conditions shall apply to the exclusion of all other terms and conditions, and Nanos Sci shall not be bound by any terms or conditions contained in any purchase order, acknowledgement, acceptance or other documents submitted by customer which propose any terms or conditions in addition to or differing from the terms and conditions herein set forth, irrespective of whether any of the same are in written or electronic form, and objection is hereby made to any such terms and conditions of customer. Nanos Sci's failure subsequently to object to such terms and conditions contained in customer's documents shall not be deemed a waiver of any of these terms and conditions herein set forth, which shall constitute the entire agreement between the parties. No amendment, deletion, supplement or change in these terms and conditions shall be binding upon Nanos Sci unless separately and specifically approved in writing and signed by a duly authorized representative of Nanos Sci.

1.3 These terms and conditions are subject to change without notice at any time, in our sole discretion.

2. Conclusion of Contracts; Offer Documents

2.1 Our offers and quotations are always without obligation. Commissions and orders from the customer shall only become binding upon our written confirmation (including delivery note or invoice).

2.2 Our field workers and sales personnel are not authorized to conclude oral agreements. Any oral commitments deviating from our offer, quotation or order confirmation shall only be valid if confirmed in writing and signed by a duly authorized representative of Nanos Sci. The customer shall bear the burden of proof that we have agreed to any terms that are not set forth in writing.

2.3 Verbal agreements made after execution of a contract must be confirmed in writing by a duly authorized representative of Nanos Sci to be valid.

3. Performance; Delivery

3.1 In the event the customer has to supply us with materials, provide us with information, or meet other duties of cooperation for the execution of the order, it shall be essential that we be able to rely on the accuracy, completeness and proper quality of the materials and information provided and the complete fulfillment of the duties of cooperation. As long as the customer does not properly meet the above-mentioned duties, we shall be released from the obligation to perform.

3.2 Representations as to deadlines for delivery of products or services are approximate only, unless we have given an express binding commitment in writing. Deadlines for deliveries and services shall begin to run when the order confirmation is given, but not before all technical issues and details relating to the order have been resolved. Deadlines shall not apply if the customer is in default with the fulfillment of its duties, in particular, with regard to the provision of materials, documents, exemptions or permits that have to be furnished by the customer, or with regard to any payments which must be made for the deliveries or services or previous deliveries or services or other cash due.

3.3 Delivery dates shall be deemed to have been met if, on or before this date, the products or the deliverables of the services have left our facilities or are ready for dispatch and the customer has been notified accordingly.

3.4 Nanos Sci shall not be responsible for failure or delay in performance or delivery as the result of events of *force majeure*, including all revisions of statutory law, acts of governmental authority or any agency or commission thereof, war, fire, flood, accidents, acts of God, terrorism, embargoes, acts of third parties, breakdown of equipment, shortages of material, labor or power, labor strikes, work stoppage or labor unrest, or any other cause beyond our reasonable control that renders the delivery or service substantially more difficult or impossible. This shall also apply if such events occur during a delivery delay or at a supplier. If any of the foregoing events occurs, we may make deliveries of the products and services proportionate to production and/or postpone the shipment or delivery period of the products and services to a reasonable time after the difficulty has ceased, or we may, at our option upon due notice given to customer after the commencement of any such event, declare the agreement terminated and all rights and liabilities of Nanos Sci and customer, except with respect to products and services previously shipped or performed or in our inventory, shall cease and terminate. In no event we shall be liable to the customer for compensation or damages. We shall notify the customer without undue delay of the obstacle to performance and of its end.

3.5 Import, export and/or the transport of products outside of Slovenia shall be subject to the import and/or export regulations applicable in Slovenia, the European Union, the country imported to, and in all other relevant jurisdictions, as the case may be. The customer shall be solely responsible for the procurement of relevant approvals and permits. However, at the customer's request and expense, we shall use our best efforts, to the extent reasonable and economical, to obtain the approvals necessary for the export of the subject of the agreement and/or any other necessary documents from the domestic authorities. We reserve the right to determine whether we will sell and/or deliver products and/or services to customers and/or nationals of countries outside the European Union.

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3.6 In the event we negligently delay delivery or service, we shall be liable for the customer's losses for each complete week of delay in the maximum amount of 0.6 percent of the value of the delivery or service, but maximum 6 percent of the value of the part of the total delivery or service that cannot be used at the time required or for the purpose designated in the agreement as a result of the delay. This limitation shall not apply if our liability is due to intentional misconduct or gross negligence. Any degree of fault on the part of the customer shall be taken into account.

3.7 If the customer fails to accept delivery or negligently breaches other obligations to cooperate with us, we shall be entitled to compensation for any loss that we may suffer as a consequence, including any additional expenses or costs that we may incur as a result of the delay.

3.8 We shall be entitled to make partial deliveries unless it would be unreasonable to expect the customer to accept such partial deliveries. Each partial delivery may be invoiced separately.

4. Shipment; Risk

4.1 Unless otherwise agreed in writing, shipments of products and/or deliverables of services shall be Nanos Sci's facility.

4.2 Title and risk of loss or damage to the products and/or deliverables of services, as well as the obligation to bear any costs relating thereto, shall pass to the customer upon Nanos Sci's making delivery to a carrier in good condition, consigned to customer, or as customer may direct. This shall also apply in the event of partial deliveries. If the shipment is delayed as a result of instructions from the customer or due to customer's fault, in particular, because customer has failed to give proper instructions in due time, risk shall pass to the customer upon notification that the merchandise is ready for shipment.

4.3 Any shipment shall be made on behalf of the customer. This shall also apply if, owing to individual arrangements, we bear the costs of shipment or have the shipment insured or mount or set up the products on the customer's premises. We shall not be liable for damage and loss during transport. In particular, any damage and loss shall not release the customer from the obligation to pay the purchase price in full. If the customer has not given any special orders relating to shipment, we shall have the shipment sent via the best route at our discretion. At the customer's request, which must be communicated in writing upon order placement, we shall take out transport insurance for the shipments on behalf and at the expense of the customer. We shall be entitled to name ourselves as beneficiary. We shall only be liable for care customarily taken when choosing the insurer for the transport.

4.4 If shipment is delayed due to the customer's fault, Nanos Sci may, at its discretion, after the expiration of a grace period of one week either arrange for shipment at the expense and risk of the customer or provide for storage of the products and charge the storage costs to customer. In the case of storage, Nanos Sci shall be entitled to charge the customer a monthly storage and handling fee in the minimum amount of 0.5 percent of the invoiced purchase price for each month of delay. We reserve the right to assert a claim for higher storage costs in the event such higher costs are incurred.

5. Prices

5.1 All prices are quoted EXW (Incoterms 2000), including normal packaging. The customer shall bear the costs for shipment, which will be charged separately at the applicable rates.

5.2 All prices are subject to change without prior notice except for work in progress or as otherwise specifically provided in a written quotation signed by an authorized representative of Nanos Sci. Rates of tax and duties on the products and services will be those applying at the time of invoice.

5.3 Prices quoted unless otherwise expressly stated are exclusive of any sales, use or excise taxes, customs duties, imposts or other assessments of any kind, value added or similar taxes, which may arise from the manufacture, processing, sale, delivery or shipment of the products or services, and customer shall be solely responsible for any and all such taxes, duties or other assessments. If Nanos Sci has the legal obligation to collect any such taxes, duties or other assessments, the appropriate amount shall be added to Nanos Sci's invoice to customer and paid by customer. If, for whatever reason, Nanos Sci does not collect any such amount from customer and Nanos Sci becomes liable to pay any such taxes, duties or other assessments or any penalties related thereto, customer shall promptly pay such amounts directly to the appropriate governmental authority or, if Nanos Sci is required to pay or has paid such amounts, shall pay such amounts to Nanos Sci in accordance with Section 11 below.

6. Limited Warranty

6.1 Nanos Sci's products are manufactured and all services are rendered with due care and in accordance with applicable statutory laws and regulations. Owing to the complexity of our nanotechnology products, materials and procedures, however, it cannot be guaranteed that our products or services function without defects in all applications, environments and/or combinations. For this reason, Nanos Sci does not assume any guarantee or liability to the effect that our products or the results of our services are appropriate in each individual case for the specific purpose intended by the customer. Subject to the limitations of this Section 6 and unless otherwise expressly provided, Nanos Sci warrants only that the products and services will conform to Nanos Sci's published specifications for such products and services in effect at the time of order acceptance, or any analysis certificate presented with the product or service result.

6.2 Any samples, measurements and product/service details contained in catalogues, price lists, brochures and/or quotations presented to the customer only constitute an approximate guide and may under no circumstances be understood as an assurance of properties in terms of a guarantee. We reserve the right to make any changes thereto which we consider

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necessary in our absolute discretion. In the event Nanos Sci and the customer wish to agree on a guarantee in an individual case, contrary to the above, this must be done expressly and in writing signed by a person with requisite authority at Nanos Sci.

6.3 The warranty shall not cover defects and/or damage caused by *force majeure* or other outside impact, inappropriate treatment, improper storage, disregard of operating and safety procedures or recommended maintenance intervals, or normal wear and tear. In particular, no warranty shall apply to any item which has been operated by untrained users, or altered except as set forth in the authorized protocols and/or user manuals for the specified item or otherwise expressly authorized by Nanos Sci, or which has been otherwise interfered with by the customer and/or by unauthorized third parties.

6.4 Nanos Sci's sole liability, and customer's sole and exclusive remedy, pursuant to any claim of any kind against Nanos Sci, including without limitation any claim in contract, negligence or strict liability, shall be, at Nanos Sci's option, (a) re-delivery of any non-conforming products or re-performance of any nonconforming services (or such portion thereof as may reasonably be required to be re-performed) until completion or (b) a refund of the payments allocable to the non-conforming products or services.

6.5 THE LIMITED WARRANTY IN SECTION 6.1 ABOVE IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND NANOS SCI HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR (B) ANY IMPLIED WARRANTY THAT ANY USE OF THE PRODUCTS OR SERVICES WILL NOT VIOLATE OR INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, WITH RESPECT TO THE PRODUCTS OR SERVICES, OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE.

7. Inspection and Acceptance

7.1 The customer shall inspect the products promptly upon delivery and shall give written notice to Nanos Sci specifying any alleged non-conformance, defect, damage, or shortage. The customer shall be deemed to have accepted the products as having been delivered in accordance with the relevant contract and as being free from any defect, damage, shortage, or any other deficiency whatsoever, unless such notice has been given in writing and received by Nanos Sci by (a) seven (7) working days after customer's receipt of delivery of the products, in the case of any non-conformities or deficiencies reasonably ascertainable by visual inspection or routine testing procedures, or (b) seven (7) working days after customer learns of the facts giving rise to the claim, in the case of any other non-conformities or deficiencies not reasonably ascertainable by visual inspection or routine testing procedures. Customer's failure to give notice of any claim within the applicable time period specified above, shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing or use of the products shall have then taken place.

7.2 Nanos Sci reserves the right to inspect and test the product objected in each case of a notification of defects by customer. The customer shall give us reasonable time and opportunity for such inspection. Upon our request, the customer shall return the item objected to us at our expense. If customer's notification of defects proves to be unjustified, customer shall be obligated to reimburse us for all costs incurred in this context (e.g., inspection costs, travel costs and shipment costs) upon submission of receipts.

7.3 Defects of partial deliveries shall not entitle customer to reject the remainder of the contractual quantity unless customer can prove that it would be unreasonable for customer to accept only a part of the delivery under these circumstances.

7.4 Customer's warranty claims owing to defects as to quality of the products and/or services shall become time-barred twelve (12) months following the assumption of risk by customer. The same shall apply to defects of title. For expendable materials (e.g. reagents, kits), the warranty period shall expire upon the earlier of the date set forth in the first sentence and the indicated use-by date of the product (see Article 8.3, below). This shall not apply to any maliciously concealed defects.

8. Use

8.1 Products sold or otherwise delivered by Nanos Sci must only be used for the purposes and in accordance with the usage instructions stated on the product package and/or the applicable product use statement. In particular, Nanos Sci's products are for research use only and are not to be used, neither directly nor indirectly, for therapeutic or diagnostic purposes unless (a) the product has been expressly approved for such purposes by Nanos Sci, (b) such use is permitted under the statutory law applicable for the customer and the user, and (c) all required permits have been granted by the appropriate regulatory agency or other competent authority. The customer shall be solely responsible for ensuring that the customer's intended use of the products does not violate statutory law and that all required permits have been granted.

8.2 Customer shall handle and use the results of the products in conformity with (a) good laboratory practice, (b) all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies and (c) any patent and other proprietary rights of third parties.

8.3 Products with use-by dates may only be used subject to the use-by dates stated on the product package and are only warranted for the use by such dates.

9. No Resale; No Export

9.1 Except as otherwise agreed in writing by Nanos Sci's authorized representative, the purchase or other delivery of Nanos Sci products only conveys to the customer the non-transferable right for customer to use the delivered products in compliance with the applicable product use statement. Unless otherwise authorized under a commercial license from Nanos Sci, no right to resell the products, or any portion of them, in any way, shape or form, including as a component of another product, is conveyed.

9.2 Nanos Sci does not permit customer to re-export the delivered products from the country of delivery.

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10. Limitation of Liability and Remedy

10.1 NANOS SCI SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH CUSTOMER'S USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES, OR NANOS SCI'S FAILURE TO PERFORM THE SERVICES IN ACCORDANCE WITH THE LIMITED WARRANTY SET FORTH IN SECTION 6 ABOVE. THIS LIMITATION OF LIABILITY WILL APPLY UNDER ANY LEGAL THEORY AND REGARDLESS OF THE FORM OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND, EVEN IF NANOS SCI HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, AND SHALL ALSO APPLY IN THE EVENT OF LOSSES CAUSED BY THE BREACH OF DUTIES IN CONTRACT NEGOTIATIONS.

10.2 Nanos Sci's liability for breach of warranty or for any loss or damage resulting from any other cause whatsoever, including alleged negligence, shall not exceed the lesser of (i) the cost of correcting any non-conformity in the products or services or (ii) the cost of replacing the products or re-performing the services. In no event (including unenforceability of the above limitations and independent of any failure of essential purpose of the limited warranty and remedies provided hereunder) shall Nanos Sci's aggregate liability for damages hereunder exceed the purchase price or fee (exclusive VAT) paid or to be paid for the specific products or services to which the particular claim relates. The parties acknowledge that the limitations set forth in this Section 10 are integral to the prices charged and that, were Nanos Sci to assume any further liability other than as set forth herein, such prices would of necessity be set substantially higher. Customer expressly agrees that this limitation of damages and remedies shall constitute the exclusive remedies and measure of damages available to customer and all other remedies and measures of damages which might otherwise be available under the law of any jurisdiction are hereby waived by customer.

10.3 Without limitation to the generality of the foregoing limitation, Nanos Sci shall not be liable for any damage or loss caused by the improper or unapproved use of the products. Customer shall defend, indemnify and hold harmless Nanos Sci from and against any and all losses, costs and expenses, including without limitation reasonable attorneys' fees, in any way arising out of or relating to (a) any use of the products not in compliance with the uses stated in Section 8 above, (b) any failure of customer to comply with good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the products, (c) any violation or infringement of any patent or other proprietary rights of third parties by customer in the handling or use of the products, or (d) any other use or misuse of the products by customer.

10.4 The limitations set forth in this Section 10 shall not restrict or exclude our liability for death or personal injury caused by negligence on our part, on the part of our executive employees or on the part of our vicarious agents. Further, nothing set forth herein shall restrict or exclude our liability based on intentional misconduct or gross negligence on our part, on the part of our executive employees or on the part of our vicarious agents, or our liability resulting from mandatory product liability laws or other mandatory statutory laws and regulations, as applicable.

11. Payment Terms

11.1 Credit/debit cards (Visa, MasterCard, American Express, and Discover) and PayPal payments are accepted. Credit/debit card payments are performed through secure PayPal services without the need for the customer to open a PayPal account. For payments performed using PayPal system, additional terms and conditions apply (provided on PayPal's website). No data will be transferred to third parties unless necessary for the transaction. All transactions are immediately authorized at the respective credit card organization. Failing authorization will make the purchase null and void. By entering an online purchase order, the customer agrees that his credit card will be used for any additional shipping, tax, or customs charges in order to fulfill the online purchase.

12. Retention of Title

12.1 Notwithstanding delivery, title in the products and/or deliverables of the services shall not pass from Nanos Sci to the customer and Nanos Sci shall retain full legal and beneficial ownership of the products and/or deliverables of the services until all amounts due to Nanos Sci in respect of the deliveries or services, or any previous deliveries or services, or other payments due under any other agreement with the customer have been paid in full.

12.2 Until title in the products and/or deliverables of the services passes to the customer, the customer shall hold the products and/or deliverables of the services on a fiduciary basis as bailee for Nanos Sci and shall take all necessary steps for their protection and insure them against all risks with a reputable insurance company for the full purchase price (plus VAT).

12.3 Notwithstanding that full legal and beneficial ownership of the products and/or deliverables of the services (or any of them) remains with Nanos Sci, the customer may use the products and/or deliverables of the services in the ordinary course of the customer's business. Except as permitted by this paragraph the customer may not create (or allow to be created) in favor of any third party any right in or security over any of the products or deliverables of the services which are the property of Nanos Sci.

12.4 Nanos Sci shall be entitled to claim for and recover all amounts due to Nanos Sci in respect of the products or deliverables of services notwithstanding that title in any of them has not passed from Nanos Sci to the customer.

13. Intellectual Property, Property Rights of Third Parties

13.1 The customer shall be solely responsible that the materials, documents or other information provided by the customer do not infringe the intellectual property rights or other rights of third parties (in particular, patents, utility patents and other property rights and copyrights). The same shall apply in the event the customer prescribes by means of instructions, information, documentation, drafts or drawings how an ordered product is to be created or an ordered service is to be rendered.

13.2 The customer shall be obligated to indemnify and hold harmless Nanos Sci from any claims of third parties that are asserted against Nanos Sci on the basis of such infringement.

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14. Confidentiality

14.1 The term "Confidential Information", as used herein, shall include all scientific, technical, business, or financial information disclosed by Nanos Sci to customer, including any information learned by customer during any visit to Nanos Sci.'s facilities. This Agreement shall not apply to Confidential Information or of any portion of such information which as customer can show by presenting adequate evidence: (a) is now or later made known to the public through no default by customer of its obligations under this Agreement; (b) customer can show was in its rightful possession prior to the earliest disclosure by Nanos Sci, as evidenced by written documents in its files; (c) is rightfully received by customer from a third party having no obligation of confidentiality to Nanos Sci; (d) is independently developed by customer by persons who did not have access to Confidential Information.

14.2 Customer agrees to hold in confidence and not publish or disclose to any third parties any of the Confidential Information without the prior written consent of Nanos Sci, and not to use the Confidential Information for any purpose except for using the products and/or the results of the services. Customer agrees to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Confidential Information that it uses to protect its own secret information, and to keep the Confidential Information in a secure location at all times.

14.3 Customer agrees to limit any disclosure of the Confidential Information only to those of its directors, officers, employees, and outside professional advisors (including consultants, independent contractors, and the like) or of an entity controlled, controlling, or under common control with customer ("Affiliate"), who have a need to know and who are bound by obligations of confidentiality and non-use at least as restrictive as set forth herein, and to advise such persons of customer's obligations hereunder.

14.4 In case customer is required to disclose Confidential Information in order to comply with laws, regulations or court order, customer shall disclose such Confidential Information only to the extent necessary for such compliance, provided, however, that customer shall give Nanos Sci prompt written notice of such requirement or request to disclose Confidential Information so that Nanos Sci may seek an appropriate protective order, and customer shall use its best efforts to secure confidential treatment of the Confidential Information to be disclosed.

14.5 Customer shall return any and all tangible Confidential Information provided to it by Nanos Sci, including without limitation any materials, documents, plans, drawings, data carriers of whatever kind, and any copies thereof, to Nanos Sci immediately upon Nanos Sci's written request, provided, however, that customer may retain one copy thereof in the confidential, restricted access files of its legal counsel for the purpose of determining any continuing obligation and only in connection with that purpose.

14.6 No warranties or representations are made by Nanos Sci for Confidential Information. Customer should rely on Confidential Information at its own risk. Customer expressly recognizes that ANY AND ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".

14.7 In the event of breach, or a threatened breach of the provisions of this Section 15 by customer, Nanos Sci shall be entitled to an injunction restraining customer from committing such breach without showing or proving any actual damage sustained.

15. Disposal Obligations

Commercial customers shall be solely responsible for the proper disposal of discarded Nanos Sci products, and any fees and other costs associated with such disposal, in accordance with any applicable statutory national regulation based thereon, as amended from time to time. Upon accepting delivery of such products, customer agrees to hold harmless, release, and indemnify Nanos Sci from any and all claims or demands by third parties or authorities in anyway resulting from or arising out of the proper treatment and disposal of these products at the end of their life cycles, unless otherwise required by mandatory stipulations of applicable law. In particular, customer shall impose a like obligation on any commercial third party to which the products are transferred later on. Should the customer fail to impose such contractual obligation on commercial third parties to which the delivered products are transferred, the customer shall remain responsible to Nanos Sci for the proper disposal of these products in compliance with statutory law. Customer's obligation hereunder to hold harmless and indemnify shall not become time-barred before the expiration of two years following the date of final termination of use of the equipment (suspension of the statute of limitations). Said suspension period shall commence no earlier than upon proper receipt by Nanos Sci of a written notification by the customer indicating the final termination of use of the equipment. We reserve the right to reach a different, separate agreement concerning the takeback of used equipment with the customer in individual cases.

16. Data Privacy Protection

We shall treat all personal data relating to the customer confidentially. BY PLACING ORDERS, THE CUSTOMER CONSENTS TO THE STORAGE AND FORWARDING OF PERSONAL DATA FOR THE PURPOSE OF CREDIT REVIEW, COLLECTION OF DEBTS AND NOTIFICATIONS UNDER ANY APPLICABLE LAWS AND REGULATIONS. UPON REQUEST, WE SHALL INFORM THE CUSTOMER OF THE CONSEQUENCES OF A REFUSAL OF CONSENT.

17. Notices

Notices and other communications hereby required or contemplated shall only be effective if delivered in writing to the party for whom intended at its designated "Invoice Address" if to customer or the Nanos Sci contact address if to Nanos Sci, either by (a) personal delivery, (b) postage prepaid, return receipt requested, registered or certified mail, (c) internationally recognized overnight courier (such as DHL, FedEx, or TNT, UPS), or (d) facsimile with a confirmation copy sent simultaneously by any of the other methods described above. Notice by registered or certified mail shall be effective on the date officially recorded as delivered to the intended recipient by return receipt or equivalent, and in the absence of such record of delivery, the effective date shall be presumed to have been the fifth (5th) business day after deposit in the mail. Notices delivered in person or sent by

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courier shall be effective on the date of personal delivery. Notices delivered by facsimile shall be deemed to be effective on the date sent. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

18. **Refusal:** Nanos Sci reserves the right to refuse orders without providing an explicit justification.

19. Miscellaneous

19.1 If any provision hereof is determined to be invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability, and the statutory provision shall apply instead; under no circumstances shall the provision in question be replaced by the customer's general terms and conditions.

19.2 Amendments and supplements to these terms and conditions and/or any agreement concluded on the basis of these terms and conditions, as well as any and all collateral agreements must be in writing. This shall also apply to any waiver of this written form requirement.

19.3 The contractual relationship shall be subject to the laws of Slovenia only, excluding any conflict of laws provisions, and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

19.4 The place of performance for the customer's payment obligations and for our services shall be Ljubljana, Slovenia. The place of performance for our obligation to deliver shall be our relevant dispatch warehouse.

19.5 Place of jurisdiction for all disputes arising indirectly or directly from any contractual relationship based on these terms and conditions shall be the court of competent jurisdiction located at Nanos Sci's principal place of business, Ljubljana, Slovenia.