

# GENERAL TERMS AND CONDITIONS

## Cotral Lab Suomi Independant Cotral Dealer Raisionkaari 50, 21200 Raisio - Finland

### Article 1 - General

1. These General Terms and Conditions of Sale and Delivery shall apply to all goods and service transactions between Cotral Lab Suomi and the Buyer.
2. The present General Terms and Conditions of Sale and Delivery shall remain in force when they are not sent with the goods or services, but have been brought to the Buyer's attention in another manner.
3. All agreements and legally relevant declarations by the contracting parties are valid only if made in writing.
4. Deviations from the order in the order acceptance or invoice shall become an integral part of the contract unless disputed in writing by the Buyer within five business days of receipt of the order acceptance. The right to correct simple invoicing errors is reserved.
5. The seller reserves the right to make any changes at any time it deems necessary to its products without obligation to modify products previously delivered or on order and reserves the right to change without notice products in its brochures and catalogs.

### Article 2 - Order

1. The order signed by the purchaser, his legal representative or any authorized person shall be seen as firm and final.
2. The order is personal to the purchaser and cannot be transferred or assigned without the written consent of seller.
3. The terms of the order sent to the seller by the buyer shall be irrevocable except written acceptance by Cotral Lab Suomi. In this case, Cotral Lab Suomi shall not be required to respect deadlines originally agreed on.

### Article 3 - Delivery

1. Delivery is made either by direct delivery of the product to the buyer, or by simple notice, or by delivery to a shipper
2. Deliveries are carried out according to availability according to the order of arrival of orders. Deliveries can be made totally or partially.
3. Deadlines, depends on the availability of goods and the order of arrival, and are indicative, in the event of late delivery the Buyer shall have no right to indemnity or additional performance by Cotral Lab Suomi.
4. The buyer shall not have the right to withdraw from the contract. In the event that a force majeure occurs, the seller will inform the buyer timely In any event, delivery on time can only occur if the Buyer respects all its obligations to the seller.

### Article 4 - Risks

1. Benefit and risk shall pass to the Buyer at place where delivery of the goods is made to the carrier or at the goods departure from Cotral Lab Suomi's premises.
2. If dispatch is delayed at the Customer's request or for other reasons not attributable to Cotral Lab Suomi, risk shall pass to the Customer at the time originally specified for delivery. From this moment on, the shipments shall be stored at the Customer's expense and risk.

### Article 5 - Express warranty

1. Products are guaranteed against defects in materials or workmanship from the moment of shipping. Under this guarantee, the sole obligation of Cotral Lab Suomi will be free replacement or repair of the product or the defective component as recognized by its services, unless this mode of compensation is impossible or disproportionate, in which case its obligation shall be to pay the price of the defective goods by applying a discount to the value of the merchandise based on the number of years of use, or 20% (twenty percent) per year.
2. The warranty claim must be made within eight (8) days by registered letter with receipt from the discovery of the defect, discovery which shall occur in a reasonable time after receipt of the goods delivered. Any product that will benefit from the guarantee must indeed be submitted to Cotral whose agreement is essential for any replacement. Any shipping costs are the responsibility of the buyer.
3. Limitation: Defects or damage caused by natural wear or an external accident (incorrect installation, faulty maintenance, use abnormal) or modification of product not provided or specified by the seller, are excluded from the warranty. It is expressly agreed that the seller is exempt from any guarantee against defects by the intervention of a third party, or modification of the product not provided or specified by Cotral Lab Suomi.

### Article 6 - Disclaimer of warranty

Cotral Lab Suomi advises Buyer that Maintenance of hearing protection is essential to optimize its use and efficiency. What is more, Cotral Lab Suomi informs Buyer that for an optimum quality of the product, a Cotral Noise Prevention Specialist should determine with Buyer which filter is the most appropriate protection for each employee. Buyer acknowledges that it is aware that there are indications against the use of Cotral products, such as earwax or otitis, drains etc...

"The buyer acknowledges that they have been informed of the inherent risks in taking an impression of the ear canal. In particular, they acknowledge that they have been informed that, in certain cases, the act of taking an impression of the ear canal may cause temporary discomfort or moderate to severe pain and that there is a risk, in very rare cases, of perforation of the ear drum. The buyer declares that they accept these risks and confirms that they have informed all persons who are consenting to having their ear impression taken".

Additionally, the Buyer must observe the following:

- Any protective effect of the hearing protectors depends on individual aspects at the point of time of usage and shall neither be granted nor warranted explicitly. Anatomic conditions may lead to deviations.
- In cases where hearing protectors are used in road traffic, the fitness to drive and ability to interact in traffic must be ensured at any time.
- Improper use of hearing protection products may cause allergies and hypersensitivity reactions.

Therefore, EXCEPT AS EXPRESSLY WARRANTED IN ARTICLE 6, Cotral Lab Suomi DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY AND IMPLIED, APPLICABLE TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT ANY PRODUCT IS DELIVERED FREE OF CLAIMS OF THIRD PARTIES BY WAY OF

INFRINGEMENT OR THE LIKE. Cotral Lab Suomi FURTHER DISCLAIMS ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES APPLICABLE TO PRODUCTS AND ACCESSORIES WHICH ARE NOT MANUFACTURED BY Cotral. THE ONLY WARRANTIES APPLICABLE TO PRODUCTS NOT MANUFACTURED BY Cotral SHALL BE THE WARRANTIES, IF ANY, OF THE MANUFACTURER OF THOSE ITEMS.

### Article 7 - Liability waiver

In no event shall Cotral Lab Suomi be liable for any direct, indirect, punitive, incidental, special consequential damages, to property or life, whatsoever arising out of or connected with the use or misuse of its products such as but not limited to deaf, hardness of hearing, hearing impairment, allergies etc... or any expense lost profits, lost opportunities, or similar damages of any kind regardless of the legal theory or causes of action by which claims for any such damages as set forth in the entirety of the above section are advanced, whether or not seller has been advised of the possibility of any such damages.

### Article 8 - Prices

The products are supplied at the prevailing price at the time of placing the order.

1. In the absence of arrangements to the contrary, all prices are understood as net, in dollars, with no deductions of any kind.
2. Packing costs are included in the price except for specific packing. However price does not include costs of implementing special customer requirements and shipping costs. Those shall be at the Buyer's expense and may be invoiced separately. The Buyer shall be liable for any taxes (including value added tax and other sales taxes), duties, tariffs and/or charges applicable in any country (whether directly or indirectly) in relation to the import, export and/or sale of Cotral Lab Suomi goods and services.
3. In the event of changes in pricing due to unforeseen circumstances between the conclusion of the contract and delivery (in particular currency fluctuations and supplier prices), Cotral Lab Suomi shall be entitled to adjust the prices accordingly.

### Article 9 - Terms of payment

Products are supplied at the prices in effect at the time of placing the order.

1. Terms shall be net thirty (30) days from date of delivery
2. In case of delayed or deferred payment, shall constitutes a payment under this section, payment at the agreed date and shall not constitute payment the mere delivery of a bill of exchange or a check creating an obligation to pay.
3. Cotral Lab Suomi does not intend to grant any discount for cash payment or payment at a date prior to the date resulting from the present general conditions of sale.

### Article 10 - Late Payment

1. Late payment: In the event of late payment, Cotral Lab Suomi may suspend all pending orders, without preventing him from taking any other action and / or decide to forfeiture payment terms granted to the buyer on subsequent deliveries.

Any amount not paid by the due date shall automatically and without prior notice, allow the payment of penalties set at three times the legal interest rate. In case of default payment at the due date, penalties shall be due plus a penalty of minimum of 100 \$ as compensation for recovery costs. Such interest shall accrue from the due date until paid. Payment by installments: In case of payment by installments, any delay in any payment shall result in the payment of the whole debt to the seller.

2. Default payment: In case of default of payment longer than forty eight (48) hours after notice was unsuccessful, the seller shall terminate the contract. If the debt has to be recovered through collection agency, the costs relating thereto shall be at buyer's expenses.

### Article 11 - Force Majeure

Cotral Lab Suomi shall not be liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Buyer is not entitled to terminate the agreement between him and Cotral Lab Suomi in such circumstances.

### Article 12 - Reservation of title

All goods sold shall remain the property of Cotral Lab Suomi until the terms of the contract are fulfilled and all payment obligations are discharged.

However, the transfer of risk takes place when the products are shipped from the warehouse of Cotral Lab Suomi.

1. Goods travel at the risk of the buyer. The buyer shall, at all Cotral Lab Suomi claims, justify the purchase of an insurance to cover those risks.
2. In case the payment is not made within the time specified by the parties, Cotral Lab Suomi shall have the right to request by registered letter with acknowledgment, the return of the goods at the expense and risk of the buyer and Cotral Lab Suomi shall have the right to terminate this contract without further notice than that provided for the termination of the contract or have the equipment returned. Payments already made will be kept by Cotral in exchange for the enjoyment of goods that buyer had benefit from.

### Article 13 - Jurisdiction and applicable Law

These Terms and Conditions supersede any other agreement between Cotral Lab Suomi and the buyer to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions will be governed by and construed in accordance with the laws of the State Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this will be brought only in the courts of the County of Miami- Dade. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.