Terms of Online Purchase & Delivery

of **Anton Paar Canada Inc.**, 2920 Rue de Miniac, H4S 1N5 Montreal, Canada

Last changed: 04.08.2025

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR WEBSITE. BY USING OUR WEBSITE AND PURCHASING ON THE WEBSITE, YOU EXPRESSLY AGREE TO BE BOUND BY THIS DOCUMENT.

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ABOUT US – TERMS OF USE

1 Application of this Agreement, registration

1.1 The terms of online purchase and delivery - set out in this document (this "Agreement") apply to the use of our website (www.anton-paar.com/shop.anton-paar.com) and all online purchase orders made on it. Before you can make an order on our website, you must open the shop account by registering on our website.

1.2 By accessing our website and by registering and using your shop account, you (i) warrant that all the data entered is true, complete and correct; and (ii) confirm that you have carefully read and understood this Agreement and that you **AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS TO THE EXCLUSION OF ANY OTHER TERMS OR CONDITIONS**. You agree that you will use our website for lawful purposes only and in accordance with this Agreement.

1.3 You can save or print this Agreement. However, please note that your saved or printed version applies only to online purchases you make at that time. We may at any time and in our sole discretion change this Agreement. You are therefore required to always check for the latest version of this Agreement applying to your new online purchase order before you make your new online purchase order. (To assist you with this, you can check and compare the document date of the document you have with the document then available.) You find the latest version at www.anton-paar.com/corp-en/terms-and-conditions/.

1.4 In addition to these Terms of Online Purchase & Delivery, the AP Connect End User License Agreement ("EULA") regarding the software use of AP Connect shall apply. You also accept this license agreement before you place your order for the AP Connect software.

1.5 When registering for your shop account, you will be asked to enter details about you and a password. You agree to supply complete and updated information and agree to accept full responsibility for all activities occurring under your shop account. You must keep your shop account details and your password confidential. By registering as a *Customer*; you further represent and warrant that:

1.5.1 you are permitted by the laws of your country to enter into this Agreement and to purchase the product(s); and

1.5.2 by registering as a business customer your employees, officers, and/or agents accessing our website are duly authorized to do so and to legally bind you to this Agreement.

1.6 We may at any time and at our sole discretion refuse service, terminate account(s), or reject or cancel orders, if we have not accepted them yet.

2 About us

2.1 We are Anton Paar Canada Inc., VAT ID No. 803829324 RT0001, a private limited liability company with its registered office and place of business at 2920 Rue de Miniac, H4S 1N5 Montreal, Canada, registered at Registraire des entreprises Québec under registration number 1171225585.

2.2 You can contact us:

2.2.1 By email at: info.ca@anton-paar.com

2.2.2 By telephone on: +1 (514) 7884862

2.3 The use of our published postal addresses, telephone or fax numbers and email addresses for marketing purposes is prohibited; offenders sending unwanted spam messages will be punished.

CONTENT OF THIS WEBSITE

3 Content

3.1 For information on the goods you intend to purchase, please refer to the particulars provided on our website. Other descriptions or statements (whether they are made in writing or verbally, and whether they are contained in brochures, catalogues, or elsewhere) are only binding if we expressly state so in writing.

3.2 We reserve the right not to be responsible for the topicality, correctness, completeness or quality of the information provided. Liability claims regarding damage caused by the use of any information provided, including any kind of information which is incomplete or incorrect, will therefore be rejected. All offers are non-binding and without obligation. We may remove or edit content from the website, extend, change or partly or completely delete parts of the pages or the complete publication including all offers and information without prior announcement.

4 Copyright and other intellectual property rights

4.1 Our website content and any other content you find on our website (including for example this Agreement, text, design, graphics, drawings, photos and software, technical specifications as well as samples, catalogues, prospectuses, pictures) is subject to copyright and other intellectual property rights held by us as owner or licensee.

4.2 Any duplication or use of any website or website content or parts thereof, whether or not expressly marked with a copyright notice, in other electronic or printed publications requires our prior written consent.

5 Referrals and links

5.1 We (including our directors, employees, agents, representatives, successors and assigns) are not responsible for any contents linked or referred to from our pages unless we have full knowledge of illegal contents and would be able to prevent the visitors of our site from viewing those pages. The author and/or holder of the respective linked or referred page is solely responsible and liable for any damages whatsoever arising out of or related to access to or use of the linked or referred pages. This disclaimer is to be regarded as part of the internet publication which you were referred from.

WEBHOP TERMS OF SALE

6 Placing an order

6.1 By completing an online purchase order, you are making an offer to purchase the selected product at the price set out in our website and pursuant to this Agreement. When you place an online purchase order, you are bound by your order for a period of seven (7) days, unless we reject your order before then. You may not change or cancel an order you have already made.

6.2 You will initially receive an email confirming receipt of your online purchase order. This email is generated automatically and does not constitute acceptance of your order. If we accept your online purchase order, we will, within seven (7) days from our receipt of your order, send you an email confirming that we accept your order and/or providing information on the dispatch of the ordered item. A purchase contract is only concluded if and when we accept your online purchase order. If we reject your order (which we may do at our sole discretion) you will not receive an order acceptance confirmation.

6.3 The bill and ship to party in the online order has to be in the same country as Export Sales cases are not handled via the website.

7 Prices and payment

7.1 The prices for our products are the prices set out on our website valid at the time of your order. If applicable, any value added taxes or other taxes or duties, insurance, freight and shipping costs for the delivery will be itemized on your respective order documents separately. Prices quoted on our website cannot be combined with offers or discounts.

7.2 Payment can be made in Canadian dollar only. Payment shall be deemed to have been effected on the date at which the amount in question is at our disposal.

7.3 We accept the following payment methods:

7.3.1 Credit cards: Visa, MasterCard, American Express

7.3.2 Payment within 30 days net

7.4 If you chose to pay with your credit card, you warrant in each case that you are an authorized user of the credit card used to complete payment. You authorize us to charge your selected credit card, if we accept your purchase order. The card presented for payment must have a valid security code. We will initially obtain authorization for the relevant amount from your card company (this is sometimes referred to as ‘authorization hold’). You cannot split your payment between cards. In order to protect you and us from fraudulent transactions, we may provide relevant data related to the transaction to a reputable third party organization to perform address verification. (This is a check that the "bill to" address you provide matches your credit card address.)

7.5 The option of payment 30 days net is only available for existing customers. Existing Customer is defined as a company or person who has previously bought from us. If you are an existing customer you may choose 30 days net payment term, you will receive an invoice payable within 30 days net starting with the date of invoice (including weekends and holidays).

If you fail to meet the terms of payment or any other obligation arising from this or other transactions, we may without prejudice to our other rights

(a) suspend performance of our own obligations until payments have been made or other obligations fulfilled, and exercise our right to extend the period of delivery to a reasonable extent,

(b) call in debts arisen from this or any other transactions and charge default interest amounting to 12 % per year plus turnover tax for these amounts beginning with the due dates, unless we prove costs exceeding this.

Title to the products will pass to you upon the date of delivery, provided all outstanding sums owed by you to us have been fully paid by then; otherwise title is retained by us until all due sums are fully paid.

7.6 You are not entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims.

8 Delivery and Return

8.1 Deliveries are made to the address indicated by you while registering for the webshop. Any costs resulting from incorrect, incomplete or misleading information shall be at your expense. Risk of loss of the products will pass to you upon such delivery point regardless of any installation or assembly work to be performed by us after the delivery of the products.

8.2 We will arrange for dispatch of the items you have ordered according to the delivery times set out in the website. We may dispatch items you have ordered in one or more parcel(s). Depending on your destination, typical delivery times are between one to ten days from dispatch. All dates and times are a mere estimate. We will inform you about the dispatch and the estimated delivery date of the item(s) by email. Unless expressly agreed otherwise, this delivery time only applies to orders in quantities corresponding to the typical needs of an average household.

9 Warranty and repair

9.1 For the period of thirty-six months from the delivery, we warrant that the delivered Instrument as defined below a) conforms to the specifications provided by us; and b) is free from latent or patent defects in material or workmanship that impede the use of the products as specified by us, provided all mandatory maintenance in accordance with the Instrument's manual, if any, has been performed by us or a representative authorized in writing by us and subject to the provisions of 10.3. An Instrument ("Instrument") means an instrument and all its accessories purchased from us. Custom tailored solutions are explicitly excluded. The warranty will immediately lapse if mandatory maintenance is not performed according to the provisions of this clause.

9.2 If a product is found to be defective during the warranty period, we shall remedy such deficiency, at our option and our cost, by the repair or replacement of the defective product at your or ours premises or an adequate reduction in price. The warranty period for the repaired or replaced product shall run for the remainder of the initial warranty period. Any and all other costs and/or expenses, including but not limited to shipping, travel costs and accommodation costs shall be borne by you. For warranty work on your premises, you shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become our property.

9.3 Unless otherwise agreed in writing, any warranty by us shall be to you only and may not be transferred or assigned to any third party.

9.4 This warranty shall be in lieu of all statutory warranty provisions. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for a specific purpose (whether statutory or otherwise) other than those expressly set out in these Terms are excluded to the fullest extent permitted by law.

9.5 We shall not be liable for a defect in the products and/or services unless the defect is notified to us within 10 days from the date of delivery, or if the defect would not be apparent on reasonable inspection, within the long stop warranty period of thirty-six months from the date of the delivery.

10 Liability

10.1 Outside the scope of the Product Liability Act, we shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. We shall not be liable for damage due to acts of ordinary negligence.

10.2 The parties to this Agreement shall not be liable to each other for any indirect, special, consequential or punitive damages, nor for any loss of actual or anticipated profits, savings, business, down time or damage to goodwill.

10.3 We shall not be liable for and disclaims all warranty obligations for any damages or losses arising from you (or any third party's) subsequent use or misuse of the products and/or services including, without limitation

a) fair wear and tear;

b) abnormal working or operating conditions beyond those referred to in the product specification, including atmospheric discharges, excess voltage and chemical influences;

c) your (or any end user's) negligence or willful misconduct, or that of its agents or employees, or any failure to follow our instructions as to use of the products;

d) assembly, installation, modification, alteration, service or repair work not undertaken by us or a representative authorized by us in writing; and

e) compliance or non-compliance with licensing requirements.

10.4 Our liability for any and all claims, whether based on contract, tort, statute, indemnity or otherwise, arising out of or in connection with this Agreement are limited in their aggregate total to the value of the respective order. Any claims exceeding this limitation of liability are expressly excluded.

10.5 All claims must be brought before the competent courts within two years from the delivery, except in cases statutory law provides for a shorter period of limitation.

11 Force Majeure

11.1 Unforeseeable circumstances or circumstances beyond either party's control, including all cases of force majeure, may have a direct or indirect impact on delivery times. If this is the case, the delivery period shall be extended for the duration of such unforeseeable circumstances. These circumstances include for example, earthquakes, floods, fire, storm, natural disaster, armed conflicts, sanctions, embargoes and official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw material scarcity, labor disputes, default in performance by a major component supplier who

is difficult to replace and any similar unforeseen event that renders performance commercially implausible.

12 Cancellation

12.1 Unless expressly agreed otherwise, you may only cancel a purchase order for the purchase of products, if the delivery of the products has been delayed due to our gross negligence and the reasonable grace period you set has expired. The cancellation shall be submitted by registered mail only.

12.2 Irrespective of our other rights, we may cancel, in whole or in part, an order for the purchase of products or without any liability to you, if a) for reasons attributable to you, the delivery of the products is rendered impossible or delayed despite setting a reasonable grace period; b) the delivery is or becomes unlawful (unlawfulness may include, for example any embargo, sanction or other international requirement related to foreign trade or customs); c) the delivery is delayed for more than six months due to reasons set out in clause 11.

12.3 If insolvency proceedings are instituted against any contracting party or an application for insolvency proceedings against that party is not granted for insufficiency of assets, the other party may withdraw from the contract without allowing a period of grace.

12.4 Other consequences of the cancellation are excluded.

13 Compliance with laws

13.1 You agree to comply with all national and international laws that may apply to the purchase contract, as well as all applicable national and international (re-) export control regulations.

13.2 You shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any item(s) and shall undertake your best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers.

13.3 By making an online purchase order, you confirm that you are authorized to purchase and use the item(s) in and have them delivered to your home country and that you have any and all national and international certificates, licenses, permits, and/ or approvals which may be required from authorities or any third parties for these purposes.

13.4 We assume that all purchased products remain in the country in which they are bought and therefore exclude the reimbursement of value added tax.

SPECIAL CONDITIONS FOR CONSUMERS

14 Definition of Consumer

14.1 If you are a customer of Anton Paar's website and a consumer within the meaning of meaning of mandatory Canadian law on consumer rights, the special conditions for consumers ("Special Conditions") apply to all of your purchases made on Anton Paar's website.

14.2 Unless set out otherwise herein, the terms and conditions of Anton Paar's website ("Terms of Online Purchase & Delivery") fully apply to such purchases. In cases of any discrepancies between these Special Conditions and the Terms of Online Purchase & Delivery, these Special Conditions shall prevail.

15 Right of withdrawal

15.1 You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods (or if you ordered multiple goods in one order that are delivered separately, the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good).

15.2 To exercise the right of withdrawal, you must inform us (Anton Paar Canada Inc., 2920 Rue de Miniac, H4S 1N5 Montreal, Canada, info.ca@anton-paar.com, Tel: +1 (514) 7884862, Fax: +1 (514) 7884894) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

15.3 You may use the model withdrawal form as attached in Appendix 1, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

15.4 If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

15.5 You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

FINAL PROVISIONS

16 Data protection / privacy / cookies / remarketing

16.1 Your personal details will be treated by us in accordance with the applicable data protection laws and regulations. For the transmission of your personal data, we use SSL (Secure Socket Layer) technology combined with a 2048-bit-key. This technology safely encrypts data transmitted. All payment methods offered by us are fully protected by this technology. The encrypted transmission of your data is indicated by a locked padlock or key icon on your browser's frame. However, such measures might not be effective in preventing loss, wrongful use or alteration to the information in all cases. We urge you to act cautiously when using our website and any other web site.

16.2 The information provided will be only used by us, our affiliated companies and local representatives and will not be disclosed to third parties without your consent, unless this is necessary for the purposes of completing your purchase order, or unless we are required to do so by law. However, we use cookies and your not personalized information for the efficient administration of the website, the analysis of visitor behavior and trends on our website and website, to collect demographic data of the website's and website's visitors and to monitor the use and performance of the website and website, to personalize content and advertisements, to provide social media features and to analyze the traffic on our websites. The collected data may be used for marketing and advertising purposes and for communication (such as optimizing and enhancement of usability and provision of more attractive offers and services). Unless you inform us otherwise, we may use your contact details and relevant data for the purposes of providing you with information about our products and offers. We also share information about your use of our site with our social media, advertising and analytics partners who may combine it with other information you've provided to them or they've collected from your use of their services. For details, please see our Cookies and Privacy Policy.

16.3 You may request the information about your personal data stored and the source, recipient and purpose of the storage of such personal data. Further, you have the right to have such data corrected, clocked or deleted within and according to statutory provisions. Please enquire with us via mail or email at the contact data herein in such cases and also contact us, if you have any other questions or concerns or would like to suggest improvements.

17 Electronic communication

17.1 For the purposes of this website and any purchase order made hereunder, we will communicate with you via electronic mail and other means of electronic communication. You acknowledge that electronic data exchange is imperfect and can but does not have to be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur.

17.2 You consent to receive agreements, invoices, notices and other information from us electronically and agree that such communication provided to you electronically will be valid as if provided in writing and satisfies any legal requirement that such communications be written, unless mandatory laws specifically require a different form of communication.

18 Language

18.1 Documents we issue will generally only be available in English. This includes, for example, this Agreement, order acceptance emails and invoices.

19 Applicable law and dispute resolution

19.1 This Agreement, the use of this website and any order or purchase made through this website is governed by the laws of Canada, without its conflict of laws provisions. The application of the UN Convention on Contracts for the International Sale of Goods is renounced.

19.2 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force in Canada from time to time taking into account any subordinate legislation for the time being in force made under it.

19.3 All disputes arising out of or in connection with the present Agreement, your visit to our website or any item purchased by you through our website, shall be subject to the exclusive jurisdiction of the competent courts of Montreal, Canada.

20 Miscellaneous

20.1 This Agreement constitutes the entire agreement and understanding between you and us and supersede any previous agreement (if any) relating to purchases made on our website. By making an online purchase order you confirm that you do not rely on any pre-contractual representations or statements.

20.2 Should individual provisions (or parts thereof) of this Agreement be invalid, unenforceable, the other provisions shall remain in force. The invalid, unenforceable or illegal provision (or part thereof) shall be replaced by a valid, enforceable and legal provision with whatever modification is necessary to give effect to the commercial intention of the replaced provision (or part thereof).

20.3 A variation of this Agreement is only valid if expressly agreed between the parties. No failure or delay to enforce any provision of this Agreement shall constitute a waiver thereof or of any other provision, unless we expressly waive our right to enforce such provision in writing.

20.4 A person who is not party to this Agreement shall not obtain any rights under this Agreement. Liability limitation(s) contained in clause 10 and the time limit for the assertion of claims also applies for the benefit of our employees, officers, agents, subcontractors and suppliers.

20.5 You must not without our prior written consent assign, transfer or charge rights or any part of them under this Agreement or subcontract any or all of your obligations under this Agreement.

APPENDIX 1

SAMPLE LETTER OF WITHDRAWAL

(Should you wish to withdraw from the contract, you may use this form, fill it in and send it to us.)

To
Anton Paar Canada Inc.
2920 Rue de Miniac
H4S 1N5 Montreal
CANADA

E-Mail: info.ca@anton-paar.com
Fax: +1 (514) 7884894

I wish to withdraw from my contract concerning the purchase of the following products

_____
_____
_____

ordered (*)/received (*) on _____

Name of the consumer _____

Address of the consumer _____

Signature of the consumer _____

Date _____

(*) Delete as appropriate.