GENERAL TERMS OF DELIVERY

Anton Paar ProveTec GmbH
Ludwig-Erhard-Ring 13, 15827 Blankenfelde-Mahlow, GERMANY

1 Scope

1.1. Unless otherwise agreed in writing, these General Terms of Delivery ("Terms") shall exclusively govern all sales and deliveries made by Anton Paar ProveTec GmbH ("Anton Paar"). If the Buyer is a consumer in the meaning of the applicable laws, Anton Paar's terms of delivery for consumers apply.

1.2. Any deviation from these Terms is only valid and binding, if it is expressly agreed in writing by Anton Paar. Buyer's general terms of purchase or any similar unilateral terms of Buyer do not become part of the contract, even if they are referred to or contained in an order accepted by Anton Paar.

2 Conclusion of contract

2.1. Anton Paar's quotations are estimates without legal implications. No rights can be derived from statements or pictures appearing in catalogues, websites, folders, promotional literature and the like. Oral statements are binding only if confirmed by Anton Paar in writing.

2.2. When the Buyer wishes to place an order for Anton Paar's goods ("Goods"), software ("Software") or services ("Services"), it shall submit an order form to Anton Paar. Such order shall be treated as an offer by the Buyer to contract with Anton Paar, but shall not be binding on Anton Paar until accepted in accordance with clause 2.3.

2.3. If Anton Paar, at its discretion, accepts the Buyer's order, it shall issue an order confirmation to the Buyer. The contract is concluded upon the issuance of such order confirmation or conclusively (by means of Anton Paar's performance). Oral or written statements shall only be binding, if expressly confirmed in the order confirmation.

2.4. All statements require explicit confirmation of Anton Paar to be effective.

2.5. Amendments of or additions to the contract require Anton Paar's written consent. Orders, order confirmations as well as amendments to them and other written confirmations are also valid if submitted electronically.

3 Prices

3.1. Unless separately stated by Anton Paar, prices only cover the Goods and/or Services, including standard packaging, and are calculated EXW Anton Paar (Incoterms 2020), excluding freight, insurance, value added tax or any other applicable sales tax, customs, import or other duties levied in respect of delivery, unloading and subsequent handling.

3.2. If applicable according to the agreed delivery term (Incoterms 2020), these costs, expenses and charges will be invoiced to Buyer separately.

4 Payment

4.1. Unless agreed otherwise, the Buyer shall effect payment to Anton Paar within 30 days from the date of the delivery. Payments shall be made in Euro by bank transfer to one of Anton Paar's bank accounts free of charges for Anton Paar.

4.2. If the Buyer fails to make any payment to Anton Paar by the due date, Anton Paar may without prejudice to its other rights

a) charge interest on the overdue amount at the rate of 1.25% per month, such interest accruing on a daily basis from the due date until the date of actual payment of the overdue amount; and/or
b) suspend performance of its obligations, without any liability to the Buyer for such delay, until full payment has been made; and/or
c) claim compensation from the Buyer for all costs and expenses arising from the delay in payment prior to legal action.

4.3. If at any time prior to shipment of the Goods or the performance of Services the appropriate credit worthiness of the customer does not meet Anton Paar's requirements, Anton Paar reserves the right to

a) change payment terms; and/or
b) delay shipment; and/or
c) require full or partial advance payment, and/or
d) cancel all or any part of the order.

4.4. Title to the Goods will pass to the Buyer upon the date of delivery, provided all outstanding sums owed by the Buyer to Anton Paar have been fully paid by then; otherwise title is retained by Anton Paar until all due sums are fully paid. In case of a resale of a Good for which Anton Paar retains title, the Buyer assigns his claim out the resale, to Anton Paar to secure Anton Paar's rights, even if the Good is processed, transformed or combined with other commodities.

4.5. The Buyer may not withhold or retain payments or other obligations or offset them against any amount due to Anton Paar.

5 Delivery

5.1. Unless agreed otherwise, the Goods will be provided EXW Anton Paar (Incoterms 2020) and

risk of loss of the Goods will pass to the Buyer upon such delivery point.

5.2. Delivery or performance dates in relation to the supply of Goods are approximate only. Unless otherwise expressly stated by Anton Paar, time is not of the essence for delivery of the Goods and Anton Paar will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

5.3. The actual delivery time or the time of performance of Services will depend on the fulfillment of the preliminary conditions and shall start at the latest of the following dates:

a) the date of order confirmation by Anton Paar;
b) the date of fulfillment by Buyer of all the conditions, technical, commercial and other, for which he is responsible;
c) the date of receipt by Anton Paar of a deposit or security due before delivery of the Goods in question.

5.4. Buyer shall obtain whatever licenses or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licenses or approvals is delayed for any reason, the delivery period shall be extended accordingly.

5.5. Anton Paar may carry out, and charge Buyer for, partial or advance deliveries. If delivery on call is agreed upon, the commodity shall be deemed called off at the latest one year after the order was placed.

5.6. Anton Paar shall not be in breach of a contract nor liable for any failure or delay in performance of any of its obligations and the delivery time shall be extended accordingly in case of unforeseeable circumstances or circumstances beyond the parties' control, which impede compliance with the agreed delivery time, including but not limited to fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; labor disputes; voluntary or mandatory compliance with any law; accidental damage; loss at sea; adverse weather conditions; shortage of raw materials; loss of major suppliers; interruption or failure of utility service, including but not limited to electric power, gas or water, delays in transport or customs clearance, damages in transit; regardless if they affect Anton Paar or any of its subcontractors.

6 Warranty

6.1. For the period of thirty-six months from the delivery, Anton Paar warrants that the delivered Instrument as defined below a) conforms to the specifications provided by Anton Paar; and b) is free from latent or patent defects in material or workmanship that impede the use of the Instrument as specified by Anton Paar, provided all mandatory maintenance in accordance with the Instrument's manual, if any, has been performed by Anton Paar or a representative authorized in writing by Anton Paar and subject to the provisions of 10.2. An Instrument ("Instrument") means an instrument and all its accessories purchased from Anton Paar. Custom tailored solutions are explicitly excluded. The warranty will immediately lapse if mandatory maintenance is not performed according to the provisions of this clause.

6.2. If a Good is found to be defective during the warranty period, Anton Paar shall remedy such deficiency, at its option and its cost, by the repair or replacement of the defective Good at the Buyer's or Anton Paar's premises or an adequate reduction in price. The warranty period for the repaired or replaced Good 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 the Buyer. For warranty work on the Buyer's premises, the Buyer shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become the property of Anton Paar.

6.3. Unless otherwise agreed in writing, any warranty by Anton Paar shall be to the Buyer only and may not be transferred or assigned to any third party.

6.4. 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.

6.5. All other Goods delivered by Anton Paar are covered by the statutory warranty for a period of twelve (12) months.

6.6. Anton Paar shall not be liable for a defect in the Goods or Services unless the defect is notified to Anton Paar 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.

6.7. If a Goodis manufactured by Anton Paar on the basis of design data, design drawings, models or other specifications provided by the Buyer, Anton Paar's warranty obligation is limited to the compliance with the Buyer's specifications and does in no event extent to material supplied by the Buyer.

6.8. Unless stated otherwise in writing, Anton Paar accepts no warranty for the sale of used Goods or spare parts that are not installed by Anton Paar or a representative authorized by Anton Paar in writing.

7 Cancellation

7.1. Unless expressly agreed otherwise, the Buyer may only cancel a contract for the purchase of Goods, if the delivery of the Goods has been delayed due to Anton Paar's gross culpability and the reasonable grace period set by the Buyer has expired. The cancellation shall be submitted by registered mail only. All rendered deliveries, performed Services and preparation acts will be invoiced to the Buyer accordingly.

7.2. Irrespective of its other rights, Anton Paar may cancel, in whole or in part, a contract for the purchase of Goods or Services without any liability to the Buyer, if a) the delivery of the Goods or performance of the Services is rendered impossible or delayed despite setting a reasonable grace period due to reasons attributable to the Buyer; b) concerns about the Buyer's solvency emerge and the Buyer, upon Anton Paar's request, does not make an advance payment or post an adequate bond prior to delivery, c) the Buyer is or becomes insolvent, or d) the delivery is delayed due to reasons set out in clause 5.6 for more than six months.

8 Service, maintenance and repair

8.1. These Terms apply mutatis mutandis to all orders for the performance of service, maintenance and repair, unless otherwise stated herein.

8.2. The Buyer shall, at Anton Paar's discretion, make available the Goods at its premises or return them to Anton Paar's premises at Buyer's cost and risk for performance of the Services.

8.3. Anton Paar will, upon request and at Buyer's cost, provide a quotation for the estimated costs of the Services subject to clause 2.1.

8.4. Anton Paar is entitled to transfer all rights and obligations regarding Services to third parties.

8.5. All Services on site are carried out exclusively during the business hours of Anton Paar.

8.6. Anton Paar may provide Services to the Buyer remotely, including by means of telephone or over the internet and may ask Buyer to install on the Buyer systems a remote access software. For the use of remote maintenance, enabling access to the necessary systems of the customer is a prerequisite.

8.7. If, upon arrival of the engineer, it is impossible to carry out the Services, or the Goods are not at the revision level specified by Anton Paar, the resulting costs will be charged in accordance with Anton Paar's current rates, unless the Buyer has informed Anton Paar of the impossibility of carrying out the work at least one week before the date. The Buyer shall also be separately invoiced for any waiting times of 30 minutes or longer caused by the Buyer, e.g. due to increased registration times due to safety instructions or the absence of the contact person.

8.8. The Buyer is obligated to give free and safe access to the Goods so that the engineer can carry out the necessary Services unhindered. During the Services, the Buyer shall provide any skilled and/or authorized personnel who may be required to enable the carrying out of the maintenance work.

8.9. If, while carrying out Service orders, Anton Paar finds the Goods to be in improper condition, Anton Paar shall inform the Buyer and offer all Services necessary to maintain or restore the proper condition of the Goods.

8.10. The place of performance shall be the place at which the Service is rendered. Risk in respect of Services passes to the Buyer upon performance of the Services.

8.11. Should Anton Paar be unable to carry out the Services on the agreed date due to demonstrable reasons such as mobilization, war, revolt, strike, lockout, pandemics or any other reasons for which Anton Paar cannot be made liable or that is beyond its control as accepted by general legal principles of "Force Majeure", a suitable new date for the work is to be agreed between the two parties.

8.12. For warranty claims related to Service(s) provided by Anton Paar, a period of three (3) months applies for making such claims. If the problem is not related to the provided Services, the repair is not covered by the warranty and will be charged according to the currently valid rates.

9 Software

9.1. Software provided by Anton Paar or its licensors shall not become the property of the Buyer. All use of Software is subject to Anton Paar's licensing terms.

9.2. Except where entitled to do so by law, the Buyer may not copy or modify or disclose Software to a third party without Anton Paar's written consent.

9.3. With the transmission of the license key a cancellation is excluded in any case.

10 Limitation of liability

10.1. Outside the scope of the product liability, Anton Paar 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. Anton Paar shall not be liable for damage due to acts of ordinary negligence.

10.2. Anton Paar shall not be liable for and disclaims all warranty obligations for any damages or losses arising from the Buyer's (or any third party's) subsequent use or misuse of the Goods and/or Services including, without limitation

a) fair wear and tear;
b) abnormal working or operating conditions beyond those referred to in the Good specification, including atmospheric discharges, excess voltage and chemical influences;
c) the Buyer's (or any end user's) negligence or willful misconduct, or that of its agents or employees, or any failure to follow Anton Paar's instructions as to use of the Goods;
d) assembly, installation, modification, alteration, service or repair work not undertaken by Anton Paar or a representative authorized by Anton Paar in writing; and
e) compliance or non-compliance with licensing requirements.

10.3. Anton Paar's 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.

10.4. In no event shall Anton Paar be liable to the Buyer for (i) any indirect, special, consequential, incidental or punitive loss or damage; or (ii) loss of data or other equipment or property; or (iii) economic loss or damage; or (iv) incurring of liability for loss or damage of any nature whatsoever suffered by third parties, including in each case incidental and punitive damages; or (v) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill in connection with or arising out of an order.

10.5. Subject to the preceding subparagraphs of this section 10 and the limitations of liability set out herein, any and all claims that may arise out of or in connection with an order shall, to the extent legally possible, be dealt with in accordance with the respective liability insurance coverage policy of the parties.

11 Statute of limitations

11.1. The Buyer's right to redress for all claims against Anton Paar arising out of the Buyer's warranty obligations to a customer further to a resale of the Goods is excluded. Where the exclusion of the redress is prohibited by mandatorily applicable law, the right to redress is limited by the warranty period provided under clause 6.1.

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

12 Intellectual property rights

12.1. No rights in relation to Anton Paar's existing or future intellectual property rights (which include copyright, database rights, topography rights, design rights, trade marks, patents, domain names and any other intellectual property rights of a similar nature, whether or not registered, subsisting anywhere in the world in or associated with its Goods) are granted or conferred to the Buyer.

12.2. The Buyer shall indemnify and hold harmless Anton Paar from any claims, damages or losses arising out of or in connection with any infringement of industrial property rights of any design data, design drawings, models or other specifications provided by the Buyer.

13 Export control regulations

13.1. The Buyer acknowledges and agrees that any delivery made by Anton Paar is subject to and the Buyer is obliged to comply with all applicable export control regulations.

13.2. The Buyer may not resell, (re)export or otherwise transfer any Goods of Anton Paar in violation of applicable export control regulations and shall be liable to and keep indemnified and hold harmless Anton Paar from any claim arising out of the breach of this provision.

14 Compliance

14.1. The Buyer agrees to comply with all applicable laws, statutes, regulations, codes and other legal requirements, including without limitation, health, safety, security and environment, anti-corruption and anti-bribery.

14.2. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or

for use in the Russian Federation any Goods that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Buyer shall undertake its 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.

15 Applicable law and jurisdiction

15.1. The contract is subject to the law of Germany excluding its conflict of laws provisions. The application of the UN Convention on Contracts for the International Sale of Goods is renounced.

15.2. All disputes arising out of or in connection with the present contract shall be exclusively brought before the competent courts in Berlin, Germany.

16 Miscellaneous

16.1. If a provision of these Terms is or becomes ineffective, invalid or unenforceable, the other provisions of these Terms shall remain unaffected. The ineffective, invalid or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the commercial intention of the invalid, illegal or unenforceable term or provision.

16.2. The Buyer shall keep in strict confidence all information, including quotations, tender documents and the like, obtained in the course of its relationship with Anton Paar and shall immediately return any information to Anton Paar upon request or in case the Buyer does not place the respective order with Anton Paar.

16.3. The Buyer may not assign its rights and obligations arising out of or in connection with an order to any third party without Anton Paar's prior written consent.