

# GENERAL TERMS OF PURCHASE

Anton Paar QuantaTec Inc., 1900 Corporate Drive, Boynton Beach,  
Florida 33426

## 1. Scope of Application

Seller agrees to sell and Anton Paar QuantaTec Inc. ("Anton Paar") agrees to buy the Work set forth in the Purchase Order and at the prices and other terms specified in Anton Paar's Purchase Order (collectively the "Terms").

## 2. Controlling Terms

Anton Paar's purchases, including purchases made via electronic commerce transactions, are governed exclusively by the Terms. Anton Paar objects to all additions, exceptions, or changes to the Terms, whether contained in any printed form of Seller, on Seller's internet site, attached to an invoice, or contained in a proposal, report, acknowledgment, or confirmation.

## 3. Definitions

As used in these terms, the following defined terms have the meanings specified: "Applicable Law" means all applicable laws, regulations, orders, or ordinances of any country, state, governmental agency, or authority, including, without limitation, those pertaining to labor, wages, hours, equal opportunity, human rights, conditions of employment, the environment, safety, competition, and antitrust; "Claim" means any action, bodily injury (including death), claim, cost (including attorneys' fees and court costs), damage, expense, fine, liability, loss, or penalty; "Confidential Information" means any specifications, designs, drawings, data, and other information, revealed or disclosed in any form or manner to Seller by Anton Paar, whether written, oral, electronic, visual, graphic, photographic, observational, or otherwise, and documents supplied to or produced or created by Seller for Work undertaken by Seller for Anton Paar hereunder; "Purchase Order" means a written order issued by Anton Paar to Seller, and "Work" means the goods, services, or both, specified in a Purchase Order.

## 4. Changes

Anton Paar may, at any time, make changes or additions to any specifications, instructions, method of shipment or packaging, or place of delivery for a Purchase Order. Purchase Order changes or additions must be made by a designated Anton Paar procurement representative in writing. If any change causes an increase or decrease in the cost or the time required for performance of the Work, an equitable adjustment will be made, and the Purchase Order will be modified in writing accordingly. Any claim by Seller for adjustment must be asserted in writing by Seller to Anton Paar within ten (10) days after Seller's receipt of notification of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Anton Paar's prior written approval.

## 5. Independent Contractor

Seller is an independent contractor with respect of the Work performed by Seller for Anton Paar, and neither Seller nor anyone engaged or employed by Seller is deemed for any purpose to be the agent, representative, or employee of Anton Paar. Anton Paar has no direction or control of Seller or its employees and is only interested in the results.

## 6. Payment

Anton Paar will pay Seller pursuant to the payment terms set forth in a Purchase Order. In the event payment terms are not specified, all payments will be made ninety (90) days from the date the invoice is sent to Seller. Anton Paar has the right to withhold any amounts in dispute until the dispute is resolved to Anton Paar's satisfaction.

## 7. Invoices

- 7.1 The invoice shall be sent to Anton Paar immediately upon delivery of the goods or full performance of the service. The text of the invoice shall be worded and structured in such a way that the invoice can be easily verified for accuracy and compared to the respective Purchase Order. The Purchase Order number and Purchase

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Order data shall be clearly stated on the invoice. Invoices on labor shall include time sheets that have been approved by Anton Paar.

7.2 Anton Paar reserves the right to reject invoices which are not in compliance with Anton Paar's requirements. If the invoice is not in compliance, the invoice shall be deemed not submitted. Seller may not assign or cede Seller's claims to a third party or offset its own claims against Anton Paar's claims. Seller must submit to Anton Paar any claims arising under these terms related to billing or payment within sixty (60) days after receipt of the invoice by Anton Paar and failure to submit the claim within this time period shall constitute a waiver by Seller of any legal or equitable claims related to billing or payment.

7.3 Payment shall neither constitute an acceptance of the delivery or service nor a waiver of Anton Paar's remedies or rights under law and/or equity and shall be deemed timely upon issuance of a remittance order to Anton Paar's bank. Seller is responsible for any charges of the receiving bank.

7.4 In the case of a defect, Anton Paar may withhold payment until the defect has been remedied to the satisfaction of Anton Paar. Anton Paar may, in any case, offset payment with any counterclaims.

## 8. Taxes

Seller is responsible for the collection and reporting of all applicable taxes, such as sales, uses, withholding, value added, or any other tax, and will remit such taxes to the appropriate taxing entity. Taxes are in addition to established prices and will be shown as a separate line item on the invoice. If tax withholding is required by Applicable Law, Anton Paar shall adhere to such tax withholding requirements.

## 9. Time of Performance

Seller acknowledges that the deadlines for delivery or performance in the Purchase Order are critical, and time is of the essence for the avoidance of substantial loss to Anton Paar. Seller's

failure to meet any deadline without Anton Paar's written approval constitutes a material breach. In the event of delay or anticipated delay from any cause, Seller will immediately notify Anton Paar in writing of the delay and its approximate duration, and Seller will use all means necessary to shorten or make up the delay. In the event that Anton Paar determines that Seller will be unable to meet any deadline, Anton Paar may pursue the remedies set forth in the Termination for Cause section without providing Seller a cure period.

## 10. Inspection and Acceptance

The delivery of goods or services, the temporary use of the same or payments made shall neither constitute acceptance nor a waiver of any rights Anton Paar may have. Confirmations of receipt of goods issued by Anton Paar shall not be deemed to be statements on final acceptance of the delivered goods. The goods shall be accepted following the inspection for completeness and any patent defects within a reasonable period of time after receipt of the goods. The warranties in these terms shall not be altered or affected by acceptance of the goods. If goods received do not conform to the order or if more than the quantity ordered is shipped, Anton Paar may, at its option: (a) hold rejected goods for Seller's instructions and at Seller's risk; (b) return goods to Seller at Seller's expense and require correction of the goods; or (c) request an equitable price reduction for acceptance of the goods.

## 11. Warranties and Warranty Remedies

11.1 Seller warrants that the goods will (i) strictly conform to the drawings, specifications, samples, and other requirements referred to in the Terms or specified by Anton Paar; (ii) be of merchantable quality and suitable for the purposes intended; (iii) conform with Applicable Law; and (iv) be free from defects in materials, performance, operation, and workmanship for a period of twelve (12) months after being placed in service by Anton Paar or twenty-four (24) months from acceptance by

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Anton Paar, whichever period expires earlier ("Warranty Period"). In the event Seller is not the manufacturer of the goods, Seller will obtain assignable warranties for the goods from its vendors, which it will pass-through or assign to Anton Paar, and Seller will cooperate with Anton Paar in the enforcement of such warranties. If no pass-through or assignment is made, Seller will assume the responsibility of the warranty. If required by Anton Paar, Seller will supply evidence satisfactory to Anton Paar of the origin, composition, manufacture, kind, and quality of the goods.

- 11.2 Seller warrant that Seller's services: (i) possesses all necessary expertise, facilities, equipment, personnel, and operations suitable to perform the services; and (ii) will meet all specifications, requirements, standards, and other obligations and deadlines specified by Anton Paar or required by Applicable Law.
- 11.3 Seller will correct any defects or deficiencies in its Work within ten (10) days, at no cost to Anton Paar, and subject to acceptance or rejection by Anton Paar. If Anton Paar believes that the provision of Work has been so deficient that timely and proper correction is not feasible, Anton Paar may (in addition to any other remedies) immediately terminate the Purchase Order in whole or in part and/or remedy the deficiency itself (or utilize a third party to do so) and charge Seller with the cost of correction. Such costs include, but are not limited to, removal, reinstallation, manufacturing (such as machining), labor, access, and shipping costs.
- 11.4 The Warranty Period shall be extended by the length of time required to successfully remedy the defect. For replaced or repaired parts, the Warranty Period shall be twenty-four (24) months from the replacement or repair. Anton Paar shall choose the place of performance for the remedy of defects.
- 11.5 The acceptance or approval of models or samples does not constitute a waiver of any of Anton Paar's rights under this section.

- 11.6 For engineering, consultancy, software or documentation services and the provision of staff, Seller warrants the correctness and completeness of its written and oral information and instructions for a period of twenty-four (24) months from the provision of such services without any restrictions.
- 11.7 The applicable statute of limitations for all warranty Claims shall not apply until three (3) years following the date of notification of the defect. Additional statutory provisions remain unaffected.
- 11.8 If Anton Paar's equipment, tools, or products ("Equipment") are delivered to Seller, Seller will bear the entire risk of any damage to or loss, theft, or destruction of the Equipment from any cause whatsoever from the time delivered to Seller until returned to Anton Paar. During such time, Seller will maintain all-risk property insurance on the Equipment.

## 12. Spare Parts

The Seller guarantees the availability of the spare parts for the Works for a period of ten (10) years from the last delivery. Seller guarantees the availability of the parts contained in those lists for a period of ten (10) years from the last delivery. Should a part become unavailable during this period, Seller shall provide a technical substitute solution provided that the delivery period and the price of such alternative may not exceed the unavailable spare part's delivery period or price. Anton Paar reserves the right to receive the intellectual property rights to any unavailable parts and to seek manufacture of unavailable parts by any third party in addition to any other remedy available in these terms or under law or equity.

## 13. Tools and Materials

- 13.1 Seller shall treat tools, mold, materials, and other resources provided by Anton Paar with utmost care and keep them at Anton Paar's disposal for ten (10) years from the last production. They shall be returned to Anton Paar immediately upon request.

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13.2 Means of production manufactured or procured by Seller at Anton Paar's cost shall become our property at the time of their production or procurement. If Seller is unable to keep the means of production in a ready-for-use condition at Anton Paar's disposal for ten (10) years, Seller is obliged to immediately notify Anton Paar in writing and hand over the means of production to Anton Paar upon request.

13.3 Seller shall reimburse Anton Paar for all costs arising out of the damage to or loss of the resources provided by Anton Paar.

## 14. Special Provisions for Hardware and Software

14.1 Hardware and software shall always constitute a unity, unless otherwise agreed in the Purchase Order. If Seller supplies software that has not been developed specifically for Anton Paar, Seller grants Anton Paar a transferable and non-exclusive right to use the software for an indefinite period of time. For software specifically developed for Anton Paar, Seller grants Anton Paar a transferable and indefinite license for any use of the software. Unless expressly agreed otherwise in writing by both parties, the latest version of the source code of the software and all intellectual property rights shall be delivered to Anton Paar. Seller shall install the software. Following the installation, Seller shall provide the source code, machine code, and all documentation (contents and structure of the data carrier, program and dataflow plans, test methods, test programs, error treatment, etc.) in an electronic format compatible with Anton Paar's system. Seller will also provide sufficient copies of detailed written user documentation in English prior to acceptance.

14.2 Software that is made specifically for Anton Paar shall be deemed accepted if the software has performed in accordance with the agreed specifications during a free-of-charge test run for a period of at least four (4) weeks in a satisfactory manner and without error reports. In case of doubt, the four (4) week period shall

start only upon Anton Paar's productive use or, in case the software is passed on, by Anton Paar's end customer.

14.3 Seller undertakes to provide Anton Paar with all subsequent program versions that include an error correction, for example but not limited to software updates or bug fixes and upgrades free of charge within the warranty period. In addition, Seller shall offer Anton Paar technical service and software maintenance on market terms for a minimum period of five (5) years from the date of acceptance. During the warranty period, the maintenance fee shall be waived.

## 15. Compliance with Applicable Law

Seller warrants and represents that it will comply with all Applicable Law. Without limitation, Seller agrees to hold Anton Paar harmless from, defend, and indemnify Anton Paar for any losses, expenses, costs, and damages resulting from Seller's breach of this warranty.

## 16. Conflict Minerals

16.1 Without limiting the general obligation to comply with all Applicable Laws, rules, regulations and standards, Anton Paar endeavors to procure only responsibly produced raw materials. Goods sold to Anton Paar shall not contain any conflict minerals.

16.2 Conflict minerals are all raw materials and their derivatives specified as such by US and/or EU law. Currently, conflict minerals include

- (i) cassiterite
- (ii) coltan (columbine-tantalite),
- (iii) wolframite and
- (iv) gold,

with origin in conflict regions (currently the Democratic Republic of the Congo and adjoining countries).

16.3 Seller warrants that the delivered goods (or parts thereof)

- (i) do not contain conflict minerals; and
- (ii) do not require conflict minerals for their proper function.



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Seller agrees to provide written documentation and information for the compliance with its obligation to not use conflict minerals to Anton Paar upon request.

## 17. Assignment and Subcontracting

Seller will not sell, assign, subcontract, or transfer the Work or any money due hereunder without the prior written consent of Anton Paar, and Anton Paar's approval will not relieve Seller from any obligations imposed by these terms. Seller warrants and represents that all assignees or subcontractors will comply with all Applicable Law and will immediately disclose any violations to Anton Paar.

## 18. Audit

Seller and any subcontractors performing Work hereunder will maintain books, records, and documents to ensure compliance with these terms, accurate billing of any charges incurred, and the quality of the Work provided hereunder. Such records will be retained by Seller for four (4) years after completion of the Work and will be subject at reasonable times and upon reasonable prior notice to examination, inspection, copying, or audit by personnel authorized by Anton Paar and/or any third-party auditor designated by Anton Paar. Seller will provide accurate reporting of all records and provide appropriate workspace at Seller's facility in order to conduct such audits, at no cost to Anton Paar. If Anton Paar determines that a full population audit is not possible or reasonable, a statistical sample audit is allowed, where a sample size is identified and tested, and any applicable error rates identified are applied to the full population. In the event an audit indicates inaccuracies, overbilling, or other violation of these terms by Seller resulting in a cost to Anton Paar, in addition to Anton Paar's right to recovery of such costs, Seller will be responsible for the reasonable costs associated with such audit.

## 19. Title, Shipment, and Risk of Loss

Seller warrants clear title to the Work when delivered, free from any and all liens or other encumbrances. At its expense and risk, Seller is responsible for properly packing the goods for transportation and safely loading and correctly stowing the goods for transport on the vehicle designated by Anton Paar at the destination stated on the Purchase Order. Risk of loss will transfer to Anton Paar as FOB Destination, Freight Prepaid, which requires Seller to clear the goods for export, provide a commercial invoice and packing list, and comply with any documentary instructions of Anton Paar during the shipping process.

## 20. Indemnification

**SELLER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD ANTON PAAR, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY ALLEGED OR ACTUAL CLAIM OF ANY KIND OR NATURE ARISING OUT OF, RELATED TO OR INCIDENTAL TO SELLER'S PERFORMANCE OF WORK, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANTON PAAR.**

## 21. Consequential Damages

**ANTON PAAR WILL NOT BE LIABLE TO SELLER FOR ANY LOST PROFIT, LOST REVENUE, LOST BUSINESS OPPORTUNITY, OR FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, ECONOMIC, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSE OR FORM OF ACTION (INCLUDING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF ANTON PAAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.**

## 22. Non-Infringement Warranty and Indemnity

Seller warrants and represents that the Work provided to Anton Paar: (a) does not

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infringe directly or indirectly any patent, copyright, trademark, or other intellectual property interest of a third party; and (b) does not unlawfully include or use any trade secrets, confidential information, or other intellectual property of a third party. Seller agrees to release, defend, indemnify and hold Anton Paar harmless from and against any and all Claims arising out of any alleged or actual patent, copyright, or trademark infringement or any improper use or misappropriation of trade secrets, confidential information, or other intellectual property. If the Work or any part thereof is held to constitute an infringement or unlawful use of any intellectual property and the use or sale of the Work or any part thereof is enjoined, Seller will, at its own expense, procure for Anton Paar the right to continue utilizing the Work, replace the infringing Work with a non-infringing product or process that is acceptable to Anton Paar, modify the Work so that it is no longer infringing, or, in the event the foregoing options are not possible, compensate Anton Paar for all of Anton Paar's expenses resulting from or connected in any way with the infringement.

## 23. Insurance

- 23.1 Seller will maintain adequate insurance as required by law to cover Seller's obligation under a Purchase Order and the Terms.
- 23.2 Seller will maintain the following minimum coverages: If Seller has employees, employer's liability in an amount of USD 500,000 per occurrence, USD 500,000 policy limit by disease, and USD 500,000 per employee for bodily injury by disease and workers' compensation insurance in accordance with law; commercial general liability insurance in the amount of USD 1,000,000 per occurrence for bodily injury, property damage and completed operations liability, in the amount of USD 2,000,000 annual aggregate, naming Anton Paar as additional insured; insurance for owned, non-owned and hired automobiles with a limit of not less than USD 1,000,000 per occurrence. .

## 24. Confidentiality

- 24.1 All drawings, calculations and similar information made available to Seller for submission of offers and/or execution of Purchase Orders remain Anton Paar's property and shall be returned to Anton Paar together with the offer and/or upon execution of the Purchase Order. Confidential Information shall not be reproduced or disclosed to third parties without Anton Paar's written consent.
- 24.2 Seller is obliged to treat the Purchase Order and resulting works as well as any related technical and commercial documents and facilities as a trade secret and as strictly confidential. If Seller subcontracts any part of a Purchase Order with Anton Paar's express written consent, Seller shall impose the same obligations on its subcontractors and be liable for the subcontractor's breach of these confidentiality obligations.
- 24.3 For a period of ten (10) years from the conclusion of the contract, Seller is obliged to keep secret the Terms and all information and documents made available for that purpose (except for information that is in the public domain) and solely use the information and documents for execution of the Purchase Order. After execution of inquiries or Purchase Orders, Seller shall return the documents and information to Anton Paar immediately. Seller shall not refer to the business relationship in advertising material, brochures, or other marketing materials without Anton Paar's prior written consent.

## 25. Export Control

- 25.1 Seller agrees to comply with all local, foreign and international trade and export control laws and regulations (together "Export Regulations"). Seller is obliged to clearly mark all delivered goods and the respective documents according to Export Regulations and provide all classifications and information regarding the delivered goods. Seller agrees to immediately notify Anton Paar about any changes in the delivered products, regardless of whether they were supplied in the past or are currently supplied.

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- 25.2 The valid classification and, if applicable, the required export license, approval or exceptions as well as any other trade restrictions must be clearly stated on all documents provided by Seller. Seller declarations are material parts of the purchase contract.
- 25.3 Seller shall indemnify, defend and hold Anton Paar harmless against all claims arising out of or in connection with any breach of Export Regulations and reimburse Anton Paar for all costs and expenses incurred in connection with the defense of such claim.

## 26. Termination for Convenience

Anton Paar has the right at any time, without cause and for any or no reason, to terminate all or any separable part of the Purchase Order by written notice. In the event of such termination, Seller will be entitled to any remaining payment due for Work satisfactorily provided prior to the date of the termination, plus any reasonable expenses incurred by Seller in terminating other orders or work in progress, at which point Anton Paar will have the right to take possession of the Work and any materials whose purchase price was paid by Anton Paar.

## 27. Termination for Cause

In the event of Seller's: (a) actual or anticipated breach of or default under any provision of these terms and failure to cure such breach or default within ten (10) days after notice from Anton Paar; (b) bankruptcy, reorganization, insolvency receivership, or making an assignment for the benefit of creditors; or (c) evidence of financial or organizational instability, Anton Paar has the right, in addition to any rights or remedies it may have in law, in equity, or under these terms, to immediately terminate any and all pending Purchase Orders for cause by written notice to Seller. Upon such termination, Seller will be liable to and will immediately reimburse Anton Paar for all costs of any nature in excess of the Purchase Order price that may be incurred by Anton Paar to effect completion of performance.

## 28. Governing Law and Venue

The Terms will be governed by the laws of the State of Florida without regard to the United Nations Convention on Contracts for the International Sale of Goods or other international treaty, rule, or accord, and exclusive of conflict of laws principles. Seller irrevocably consents to the jurisdiction of the state and federal courts of Palm Beach County.

## 29. Survival

- 29.1 The provisions of these terms relating to warranties, warranty remedies, indemnity, audit, and confidentiality will survive its termination or expiration.
- 29.2 In the event that any part of these terms is found to be unenforceable under law or public policy, the validity of the remaining provisions will not be affected. And, to the extent possible, if any part of these terms is found to be unenforceable by a court of competent jurisdiction, the court shall reform such provision to make it enforceable to the greatest extent allowed by law.

## 30. Miscellaneous

Quotations, offers, plans, cost estimates and the like are provided to Anton Paar free of charge, and Anton Paar will not compensate any costs.