ANTON PAAR GMBH – ROTATIONAL VISCOMETER FREE TRIAL



Anton Paar GmbH, Anton-Paar-Straße 20, 8054 Graz, Austria (hereinafter "Anton Paar"), promotes the launch of its new rotational viscometers *ViscoQC 100* and *ViscoQC 300* by offering free test trials to its customers. The registration in this campaign is only available in countries set out in the participation form (<u>https://www.anton-paar.com/corp-en/viscometry-rheometry/#buynow</u>) and requires the acceptance of these terms and conditions.

Participation terms and conditions

Interested prospects may participate by registering with their full and correct data under https://www.anton-paar.com/corp-en/viscometry-rheometry/#buynow. The respective Anton Paar representative will contact the participants further to the submission of the registration form via the contact data provided to arrange for the trial. The participant is solely responsible for providing the correct data on the registration form. THIS FREE TRIAL IS AVAILABLE UNTIL FURTHER NOTICE. Anton Paar's decision is final and no correspondence will be entered into. Anton Paar group employees and their relatives and entities or persons not authorized by law may not participate. By participating, each participant expressly and mandatorily i) confirms that they are entitled to participate and ii) confirms that they have read and understood these terms and conditions and agree to be bound by them.

Trial terms and conditions

Participant will be given the chosen rotational viscometer, either a ViscoQC 100 or a ViscoQC300 ("Instrument"), for a free trial period up to 14 days ("Trial"). Participant is fully responsible for the operation of the Instrument with utmost care and according to the instruction manual and bear the risk of damage and loss during the Trial. Participant may not loan, rent, lease, license or otherwise transfer the Instrument. Upon end of the Trial, Participant shall return the Instrument to Anton Paar in the condition and using the original packaging in which the Instrument was delivered to Participant. Otherwise, Participant will be liable for any costs, damages or expenses arising out of the repair or refurbishment of the Instrument. Shipping costs will be borne by Anton Paar. Alternatively, Participant may choose to purchase the Instrument following the Trial upon respective notice thereof to Anton Paar. Unless set out otherwise in these terms and conditions, Anton Paar's General Terms of Delivery as applicable on the date of this agreement (available under https://www.anton-paar.com/corp-en/terms-and-conditions/), especially the provisions on warranty and liability, fully apply to this campaign and Participant's subsequent purchase of the Instrument, if applicable. PARTICIPANT AGREES TO DEFEND, INDEMNIFY, RELEASE AND HOLD ANTON PAAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, INJURY, COSTS, DEMANDS, CLAIMS AND SUITS ARISING OUT OF OR IN CONNECTION WITH THIS CAMPAIGN OR THE OPERATION OF THE INSTRUMENT DURING THE TRIAL.

Anton Paar does not warrant and shall not be liable for the correctness or completeness of information, links and/or referrals in the course of or in connection with this campaign. Anton Paar is not responsible and to the greatest extent permitted by law excludes all liability, including negligence, for any personal injury, or any loss or damage, including loss of opportunity, whether direct, indirect, special or consequential, arising in any way out of this campaign, including, but not limited to i) any technical difficulties or equipment malfunction; ii) any theft, unauthorized access or any third party interference; iii) any late, lost, altered, damaged or misdirected participation claim (before and after Anton Paar's receipt) due to any reason beyond control of Anton Paar; or iv) any tax liability, unless expressively stated otherwise herein.

Anton Paar reserves the right to revoke this campaign or amend and update these terms and conditions at any time without prior notice by publishing such information on this website. These terms and conditions are governed by and construed in accordance with Austrian law excluding its conflict of laws provisions. The parties submit to jurisdiction of the competent courts in Graz, Austria.

Participants' data

Participants in this campaign are required to provide personal data in the registration form. The participant agrees that Anton Paar uses the personal data for the performance and completion of this campaign. Furthermore, Anton Paar may use the retrieved data to update pre-existing data records of the participant. If there is no pre-existing data record of a participant, Anton Paar uses the data for contacting the participant by phone or email for Sales purposes. Participants are entitled to revoke their participation in this campaign and the consent to the storage and use of their data in accordance with this provision at any time. The revocation shall be addressed to web@anton-paar.com. Upon revocation of the foresaid consent, the respective participant's submitted data will be deleted immediately.

Effective: 01 December 2020