ANTON PAAR GMBH – Trade-in FarinoGraph



Anton Paar GmbH, Anton-Paar-Straße 20, 8054 Graz, Austria (hereinafter "Anton Paar"), offers a trade-in program for Brabender Farinographs of all generations and devices from other brands which measure according to the same principle. Pariticpants purchase the new FarinoGraph (released in 2023) and will get extra items for free. The registration in this campaign is only available in countries set out in the participation form (<u>https://www.anton-paar.com/farinograph-tradein</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 <u>https://www.anton-paar.com/farinograph-tradein</u>. Additionally, the customer has to enter the serial number of the existing instrument and choose the new equipment they are interested for. The respective Anton Paar subsidiary will contact the participants via the contact data provided to arrange the further trade-in procedure. The participant is solely responsible for providing the correct data on the registration form. THIS TRADE-IN PROGRAMM IS AVAILABLE UNTIL 30 June 2024. 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.

Trade-in terms and conditions

Customer group 1: Participant have the possibility to trade in their Brabender Farinographs of all generations and devices from any other brand that work according to the Farinograph measuring principle, irrespective of their year of manufacture and buy the newest FarinoGraph (released in 2023) and get the following extras on top (free of charge):

- Free Aqualnject Module
- Free correlation software feature
- Free EvaluationEditor

All prices referenced in these terms and conditions are those valid on the day of the trade-in. 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. 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 TRADE-IN.

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's offer for customers to participate in the trade-in as well as any subsequent offers based on these terms and condition are not binding. 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 ANTON PAAR GMBH – Trade-in FarinoGraph



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 trade-in 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 free Trade-in 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 privacy@anton-paar.com. Upon revocation of the foresaid consent, the respective participant's submitted data will be deleted immediately

Effective: November 2023