ANTON PAAR GMBH – SP Trade-Up 2023



Anton Paar GmbH, Anton-Paar-Strasse 20, 8054 Graz, Austria (henceforth, "Anton Paar"), is offering a tradeup program for any gas adsorption analyzer and gas pycnometer by offering a discount to its customers when they purchase a new Anton Paar Ultrapyc 5000, Nova 800 or Nova 600. Registration for this campaign is only available in countries where Anton Paar is represented by a subsidiary (<u>https://www.anton-paar.com/corpen/about-us/company/</u>) or authorized distribution partners 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.antonpaar.com/trade-up-23. Additionally, the customer has to enter the model and manufacturer, including the serial number of the old instrument, as well as the year of purchase and choose the new equipment they are interested in. The respective Anton Paar subsidiary will contact the participant 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 PROGRAM IS AVAILABLE UNTIL 31 DECEMBER 2023 OR UNTIL FURTHER NOTICE. THE OPTIONAL ADDITIONAL UPGRADE IN CASE A TRADE IN FOR EITHER THE ULTRAPYC 5000; THE NOVA 800 OR THE NOVA 800 BET HAS BEEN MADE USE OF; IS VALID FOR 90 DAYS AFTER THE INITIAL TRADE IN. 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

Participants have the possibility to claim a discount by trading in any gas pycnometer or any gas adsorption analyzer.

The following discounts apply:

- When trading in a gas pycnometer, the Ultrapyc 5000 is available for the price of an Ultrapyc 3000 and the participants further have the option to buy Nova 800 for the price of a Nova 600 or Nova 800 BET device for the price of a Nova 600 BET respectively. The purchase order for the Nova 800 or Nova 800 BET device has to be placed within 90 days of the purchase order date of the Ultrapyc 5000.
- When trading in a gas adsorption analyzer, the Nova 800 is available for the price of a Nova 600 or Nova 800 BET device is available for the price of a Nova 600 BET respectively and the participants further have the option to buy an Ultrapyc 5000 for the price of an Ultrapyc 3000. The purchase order for the Ultrapyc 5000 device has to be placed within 90 days of the purchase order date of the Nova 800 or Nova 800 BET.

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 of the company which handles the trade-in 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 stop this campaign or amend and update these terms and conditions at any time without prior notice by publishing such information on this website.

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These terms and conditions are governed by and construed in accordance with Austrian law, excluding its conflict of laws provisions. The parties submit to the exclusive jurisdiction of the 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 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: February 23, 2023