

General Terms and Conditions of Metrohm Inula GmbH

I. Scope

1. These General Terms and Conditions ("GTCs") apply exclusively to our deliveries and (service) performance, unless otherwise confirmed by us in writing or electronically.
2. The GTCs also apply to future orders, deliveries, services and offers, even if they have not been explicitly agreed to again.
3. Conflicting terms and conditions of business or purchase of the purchaser are not binding for us, even if we do not object to them. In this respect, contractual performance on our part does not constitute consent to contractual terms deviating from our GTCs. If ambiguities nevertheless remain in the interpretation of the contract, they must be resolved in such a way that the contents that are usually agreed upon in comparable cases are considered to have been agreed upon.

II. Offer, conclusion of contract

1. Our offers and quotations are non-binding (subject to change). If costs increase by more than 15% after the order has been placed, we will inform the purchaser immediately.
2. Quotations for repair services also only cover obvious defects or defects specified by the purchaser. Hidden defects and those that only become apparent during repairs are not included. A separate quotation will be provided for these.
3. The information in our catalogs, brochures or advertisements, etc., is non-binding and only becomes part of the contract if it is explicitly referred to in the order confirmation.
4. The contract is only considered concluded when we send a written order confirmation. The scope and content of the contractual relationship are determined by our written order confirmation. Additional agreements are not valid.
5. Quotations are subject to a fee. The fee paid for the quotation will be credited if an order is placed on the basis of this quotation.
6. Unless expressly agreed otherwise, we are entitled to invoice order changes or additional orders at reasonable prices.
7. The content and scope of the affected agreements are based on our written or electronic order confirmation. Verbal ancillary agreements made upon conclusion of the contract are only binding for us if we expressly confirm them in writing or electronically.
8. If, in the course of fulfilling the order, circumstances arise on the part of the purchaser which entail an addition or amendment to the original order, the purchaser is obliged to inform us of these circumstances immediately and any additional costs incurred as a result will be charged to the purchaser.
9. If, in the course of placing the order, we are provided with dimensions and specifications which turn out to be incomplete or inaccurate in the course of fulfilling the order, we will be entitled to apply the usual technical standards and tolerances within the meaning of the ÖNORM (Austrian standard).
10. We may make objectively justified and minor changes that do not affect the price.

III. Service/repair

1. Repair, service, maintenance or other processing or provision of services ("services") of devices or software will be carried out, if possible, either on site at the purchaser's premises, i.e. at the location of the device, at our premises or at the manufacturer's premises. It is our decision as to where the services will be carried out.
2. If the purchaser delays or fails to keep an appointment for services or to collect the device for reasons within the purchaser's sphere of responsibility, we are entitled to charge for any waiting times based on our hourly rates.
3. Devices for which we cannot provide the service at the location of the device will either be collected by us at the purchaser's expense or must be handed over to us. We will then inform the purchaser of the completion and return the device to them at their expense or have them collect it.
4. If a device is handed over to us for a quotation, but no order for the provision of services is subsequently placed, the device must be collected immediately by the potential purchaser. If the device is not collected within 6 months of receipt of the quotation or if we are instructed to return it at the potential purchaser's expense, we will be entitled to dispose of the device and offset the proceeds from the

sale against the storage and disposal costs incurred, as well as the recycling costs. The same applies if the device is not collected within 6 months of notification of completion after servicing has been carried out.

5. Verbal agreements from our technicians are non-binding. They may only make written commitments. Our technicians have no authorization to collect.

IV. Rights to documents, software use and resale and compliance with sanctions

1. We reserve the unrestricted right of ownership and copyright to quotations, drawings and other documents (such as, in particular, plans, sketches, brochures, catalogs, samples and presentations). Any use, in particular the distribution, reproduction, publication and dissemination, including the copying of extracts, requires our express consent. All above-mentioned documents must be returned to us immediately upon request.
2. We provide the purchaser of analyzers with various computer user programs ("software") which are used to control analyzers and systems, as well as for data evaluation, storage and further processing. The purchaser receives the non-transferable and non-exclusive right to use this software in connection with our analyzers in unmodified form. The copyrights to the software remain with us. The purchaser may not sell or lease the software or otherwise pass it on to third parties, except for use with our analyzers. The software may not be modified or copied in whole or in part without our express consent, except for the creation of copies for backup purposes.
3. Products purchased or received under these conditions may not be sold, delivered, exported or transferred, either directly or through third parties, to territories, entities or persons subject to sanctions imposed by international organizations (e.g. the United Nations, OSCE and the EU). The purchaser undertakes to comply with all applicable export laws, restrictions and regulations.

V. Prices

1. The prices are given in euros plus the applicable statutory value added tax, which we will include in the invoice.
2. The prices are ex works including packaging.
3. If we have taken over the installation of delivered devices and nothing has been agreed otherwise, the purchaser will bear all necessary ancillary costs such as travel expenses and allowances in addition to the agreed remuneration.
4. If, for deliveries with an agreed delivery period of at least 6 weeks after conclusion of the contract, the procurement or manufacturing costs can be proven to have changed, we will inform the purchaser and will be entitled to change the price accordingly.

VI. Payment terms

1. We are expressly authorized to issue partial invoices if the service is rendered in parts.
2. If no reasoned objection to our invoice is raised in writing within 14 days, it will be deemed to have been approved.
3. Unless otherwise agreed, our invoices for deliveries are payable within 30 days of invoicing and our invoices for services are payable immediately upon receipt without any deductions.
4. A cash discount deduction will only be recognized if this has been agreed accordingly. If the purchaser does not make a partial payment within the payment period agreed for a cash discount deduction, they will lose their cash discount deduction not only with regard to this partial payment, but also with regard to all payments to be made at a later date. In the event of a delay in payment, even of only a partial payment, the cash discount deduction no longer applies in full.
5. A payment is only considered to be on time if the amount is received or credited to our account by the due date. If the purchaser is in default of payment, we are entitled to charge company-related default interest in accordance with Art. 456 of the Austrian Commercial Code. We are also entitled to claim any further damages we can prove we have incurred as a result of late payment.
6. In the event of default in payment, we are also entitled, after written notification to the purchaser, to suspend the fulfillment of our obligations until payment is received.
7. The purchaser may only offset or establish a right of retention against our payment claims with counterclaims that are undisputed,

legally established, ready for decision or based on the same contractual relationship.

- In the event of default, even in the case of default in payment through no fault of their own, the purchaser undertakes to reimburse us for the corresponding dunning and collection expenses, insofar as they are necessary for the appropriate legal prosecution and are reasonable in relation to the claim. In particular, the purchaser undertakes to reimburse us for the costs we incur if a collection agency is called in, as long as these do not exceed the maximum rates of remuneration due to collection agencies according to the BMWa (Austrian Federal Ministry for Digital and Economic Affairs) regulation. If we carry out the dunning process ourselves, the purchaser undertakes to pay EUR 5.00 for the first reminder, EUR 10.00 for the second reminder and EUR 20.00 for the third and final reminder.
- In the event of even partial default of payment, the purchaser hereby agrees that we may collect the goods at their expense at any time.

VII. Retention of ownership

- The objects of our deliveries (reserved goods) will remain our property until all our claims against the purchaser arising from the business relationship have been fulfilled. If the realizable value of the security interests to which we are entitled exceeds the amount of all secured claims by more than 10%, we will release a corresponding part of the security interests at the purchaser's request.
- For the duration of the retention of title, the purchaser is prohibited from pledging the goods or assigning them as security and may only resell them to resellers in the ordinary course of business. The purchaser's claims arising from the resale of the reserved goods are hereby assigned to us, and we are entitled to inform the third-party debtor of this assignment at any time. The purchaser is entitled to recover the assigned claims as long as they meet their payment obligations. If the purchaser defaults on payment, we are entitled to withdraw direct debit authorization. In this case, the purchaser is obligated, at our request, to provide us with all information necessary for collection, to allow us to check the status of the assigned claims by an authorized representative on the basis of their bookkeeping and to inform the purchaser of the assignment.
- The purchaser must inform us immediately in the event of seizure, confiscation or other dispositions or interventions by third parties.
- In the event of breaches of duty by the purchaser, in particular default of payment, we are entitled to take back the reserved goods at the expense of the purchaser after the unsuccessful expiration of a reasonable deadline set for the purchaser, even without withdrawing from the contract; the statutory provisions on the dispensability of setting a deadline remain unaffected. The assertion of the retention of ownership and our recovery of the goods do not constitute a withdrawal from the contract if we do not expressly declare this in writing or electronically. After recovering the goods subject to retention of title, we are authorized to sell them on the open market. The liquidation proceeds will be credited against the purchaser's liability after deducting reasonable liquidation costs.
- In the event that we have multiple claims, payments by the purchaser will be allocated primarily to our claims that are not (or no longer) secured by retention of title or other means of security.

VIII. Deadlines for deliveries; delay

- Adherence to deadlines for deliveries requires the timely receipt of all documents to be supplied by the purchaser, necessary approvals and releases, particularly of plans, as well as adherence to the agreed terms of payment and other obligations by the purchaser. Adherence to deadlines for services requires timely receipt of the devices.
- If the above requirements are not met in good time, the deadlines will be extended accordingly; this does not apply if we are responsible for the delay.
- The purchaser is obliged to accept minor delays in delivery without being entitled to any compensation or right of withdrawal.
- If non-compliance with the deadlines is due to force majeure, e.g. mobilization, war, riot, similar events, e.g. strike, lockout, or other circumstances beyond our control, e.g. difficulties in procuring raw materials for which we are not responsible, operational and traffic disruptions and improper delivery by subcontractors, the deadlines

are to be extended accordingly.

- Both claims for damages by the purchaser due to delay in delivery or provision of the service and claims for damages in lieu of performance that go beyond the claims specified in Point VIII. 5 are excluded in all cases of delayed delivery, even after expiration of a delivery deadline set for us. This does not apply if liability is mandatory in cases of intent, gross negligence or injury to life, limb or health. The purchaser may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the delay in delivery. The above provisions do not involve a change in the burden of proof to the detriment of the purchaser.
- The purchaser is obliged at our request to declare within a reasonable period of time whether they are withdrawing from the contract due to the delay in delivery or insisting on delivery.
- Partial deliveries are permissible to the extent that they are reasonable for the purchaser.

IX. Shipment and transfer of risk

- Shipment is made at the expense and risk of the purchaser. We determine the mode and route of transportation using our best judgment. At the purchaser's request, we will insure the delivery against the usual transportation risks at the purchaser's expense.
- Any customs duties or insurance costs will also be borne by the purchaser.
- The risk also passes to the purchaser with carriage paid delivery if the goods have been dispatched or collected. If the shipment is delayed for reasons for which the purchaser is responsible or if the purchaser is in default of acceptance for other reasons, the risk will pass to the purchaser upon receipt of our notification of readiness for shipment.
- If transport damage is claimed which is attributed to improper packaging, the original packaging must be presented in order to safeguard the claim. The same applies to the assertion of warranty claims or claims for damages.

X. Setup, start-up, instruction

- The purchaser is obliged to bear the costs of installation, start-up and instruction and to provide these in good time:
 - All ancillary work outside the industry, including the necessary skilled and unskilled labor, building materials and tools,
 - The equipment required for installation and start-up, such as lifting gear and other devices,
 - Electricity, water of suitable quality including connections, reagents of suitable concentration and quality including suitable containers, heating, lighting and a suitable drain or spout and
 - Protective clothing and protective devices that are required due to special circumstances at the installation site.
- Before starting the installation, the materials and objects required for starting the work must be available at the installation site and all preparatory work must have progressed to such an extent that the installation can be started as agreed and carried out without interruption.
- If installation, start-up or instruction is delayed for reasons for which we are not responsible, the purchaser will bear the reasonable costs for waiting time and additional travel by our personnel.
- The purchaser must immediately certify to us the duration of the working time of our personnel as well as the completion of the installation, start-up or instruction.
- Start-up and instruction, as well as special services for quality assurance and qualification of the delivered devices that we provide at the purchaser's request, will be invoiced separately to the purchaser.
- After completion, the purchaser must accept the delivery immediately after its start-up. If this does not happen, the acceptance is not complete. Acceptance is also deemed to be complete when the delivery has been put into use – if applicable after an agreed-upon test phase is complete.

XI. Warranty and damages

- The warranty period is one year from the delivery of the goods or rendering of the service.

2. The purchaser must inspect the goods/devices immediately upon receipt for defects and the agreed quality and notify us of obvious defects in writing or electronically without delay, within fourteen days of receipt of the product at the latest. Otherwise, the delivery is not considered approved. Any defects that arise during the warranty period must be reported in writing or electronically immediately upon discovery. The purchaser must prove that the defect was already present at the time of handover.
3. In the event of proper and justified notification of defects by the purchaser, we will, to the extent permitted by law, at our discretion either remedy the defect ourselves (improvement) or replace parts free of defects or reduce the price. Replaced parts become our property and are to be returned to us in return for a replacement delivery. The costs of improvement or replacement will be borne by us, with the exception of the additional costs arising from the fact that the delivery item has been taken to a place other than the registered office or branch of the purchaser after delivery; these additional costs will be borne by the purchaser.
4. In the event of complaints about defects, the purchaser may only withhold payments if there can be no doubt as to their justification and only to an extent that is in reasonable proportion to the defect in question. If the complaint of defects is unjustified, we can demand compensation from the purchaser for the expenses we have incurred.
5. Claims for defects do not exist in the case of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, incorrect assembly or start-up, unsuitable equipment, non-compliance with the operating instructions or modification of programs by the purchaser or third parties. Furthermore, our warranty does not apply to software errors that cannot be reproduced.
6. To the extent permitted by law, we are only liable for damages caused by gross negligence or intent. Liability for claims for damages, warranty, loss of profit and other claims, regardless of their legal basis, are limited, to the extent permitted by law, to gross negligence and intent as well as to the value of the goods delivered, but not to exceed the amount covered by insurance. We accept no liability for consequential damage resulting from the failure of the product supplied. Furthermore, we accept no liability for data loss of any kind resulting from our activities. The applicability of Art. 1298 sentence 2 of the Austrian Civil Code is excluded.
7. Liability for damage to property and personal injury on the basis of the Product Liability Act is excluded – except in relation to consumers. Companies are obliged to extend this disclaimer to their purchasers.
8. Any claim for damages or warranty claims (including recourse claims pursuant to Art. 933 b of the Austrian Civil Code) may only be asserted in court within six months of the purchaser becoming aware of the damage, but at the latest within three years of the occurrence of the (primary) damage after the event giving rise to the claim, unless other limitation periods are stipulated by law.
9. We are not liable for damage not caused by gross negligence or intent on our part, such as damage caused by force majeure, e.g. lightning, water and storm damage, acts of war, sabotage, earthquakes, or damage to the device caused by falling objects or improper handling (e.g. dropping) of the device. Wear parts are also excluded from our liability.
10. We provide no warranty for defects and are not liable for damage caused by circumstances for which we are not responsible, such as improper storage or improper manufacturing or processing or improper handling (see operating instructions for the device) of the goods/devices. Product and system manuals, operating instructions and safety instructions must be observed at all times. The exclusion of warranty and our liability also applies if the goods/devices have been modified. In this case, the declaration of conformity of the product and the CE marking are no longer valid.
11. Disputing the contract on the grounds of error or reduction by more than half is excluded.
12. The provisions under Point XI. will apply accordingly to any direct claims by the purchaser against our legal representatives or vicarious agents.

XII. Industrial property rights and copyrights; defects of title

1. Unless agreed otherwise, our obligation to provide the delivery free of industrial property rights and copyrights of third parties is limited to the territory of the European Union.
2. If a third party raises claims against the purchaser due to the infringement of the property rights mentioned in Point XII.1. by deliveries made by us, the purchaser must inform us immediately in writing or electronically, not recognize an infringement and reserve all defensive measures and settlement negotiations for us. If the purchaser ceases to use the delivery, they are obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
3. If the claims asserted by the third party against the purchaser due to the infringement of property rights by deliveries made by us are justified, we will, at our discretion and our expense, either modify or replace the deliveries concerned in such a way that the property right is not infringed, or obtain a right of use for the purchaser for the deliveries. The determinations in Point XI. 4., 6. and 11. apply accordingly.
4. Claims of the purchaser are excluded if they are responsible for the infringement of property rights, in particular if this is caused by special instructions from the purchaser, an application not foreseeable by us or by the fact that the delivery has been modified by the purchaser or used together with products not supplied by us.
5. In the event of other defects of title, the provisions of Point XI apply accordingly.

XIII. Impossibility; contract adaptation

1. If delivery is impossible, the purchaser is entitled to demand compensation, unless we are not responsible for the impossibility. However, our liability for damages is limited to 5% of the value of the portion of the delivery that cannot be put to the intended use due to the impossibility. This limitation does not apply if liability is mandatory in cases of intent, gross negligence or injury to life, limb or health. The purchaser bears the burden of proof with regard to all facts giving rise to a claim.
2. If unforeseeable events within the meaning of Point VIII. 4 significantly change the economic significance or the content of the delivery or have an effect on our business, the contract will be adapted appropriately in good faith. If this is not economically justifiable, we have the right to withdraw from the contract. If we wish to make use of this right of withdrawal, we must inform the purchaser immediately after recognizing the consequences of the event, even if an extension of the delivery time was initially agreed with the purchaser.

XIV. Withdrawal from the contract, advance payment, provision of security

1. In addition to the reasons otherwise contained in these General Terms and Conditions, we are entitled to demand advance payment or the provision of security or to withdraw from the contract in the following circumstances:
 - a) If, after conclusion of the contract, we become aware of circumstances which justify doubts about the creditworthiness of the purchaser, we are entitled to withdraw from the contract, to demand advance payments or to make our delivery dependent on the provision of security. This also applies if claims due are not settled despite dunning. In the event of withdrawal, the purchaser has no claims for non-performance. Conversely, in the event of withdrawal from the contract for the aforementioned reasons, we are entitled to offset the advance payments we have already made and to demand full compensation including loss of profit.
 - b) In the event of default of acceptance or other important reasons, such as in particular the opening of insolvency proceedings against the purchaser's assets (settlement, bankruptcy) or rejection of bankruptcy due to lack of assets to cover costs), we are entitled to withdraw from the contract if it has not yet been fulfilled in full by both parties. In the event of withdrawal, we have the option of claiming liquidated damages of 30% of the gross invoice amount or compensation for the actual loss incurred, including loss of profit. If the purchaser is in default of payment, we are released from all further performance and delivery obligations and are entitled to withhold any outstanding deliveries or services.
2. If the purchaser – without being entitled to do so – withdraws from the contract or requests its rescission, we have the choice of insisting on the fulfillment of the contract or agreeing to the rescission of the

contract. In the latter case, the purchaser is obliged, at our discretion, to pay a lump-sum compensation amounting to 30% of the gross invoice amount or the actual damages incurred, including loss of profit. The right to judicial moderation is excluded.

XV. E-commerce, communication

- Orders or other legal declarations by the purchaser may be validly sent using our electronic forms or by e-mail, but must be received by the recipient without error in order to be valid. Transmission errors, regardless of the cause, are the responsibility of the purchaser. We reserve the right to immediately withdraw the validity of individual or time-specific legal declarations by suitable means due to a malfunction of our data processing system and to make or request the renewed, valid transmission of the same.
- All order-related information provided by us (including by our employees or other vicarious agents) is only binding if it is provided in writing. Order-related information in electronic file formats that is sent or confirmed by fax or e-mail or using similar forms of electronic communication (storable and reproducible and not verbal, i.e. e.g. text message but not telephone) is considered to be in writing. The risk of the issuance of order-related information by unauthorized persons and the risk of sending this information are borne by the purchaser.
- The purchaser hereby agrees that we may communicate with them in electronic form. The purchaser declares that they are aware of the risks associated with the use of electronic communication (in particular access, confidentiality, alteration of messages in the course of transmission). We, our employees, other vicarious agents or substitutes are not liable for damages caused by the use of electronic means of communication.
- The receipt and forwarding of information to the purchaser and their employees is not always guaranteed when using the telephone – especially in connection with automatic telephone answering systems, fax, e-mail and other forms of electronic communication. Orders and important information will therefore only be deemed to have been received by us if they have also been received physically (including by telephone or electronically), unless receipt is expressly confirmed in individual cases. Automatic transmission and read confirmations are not considered such express confirmations of receipt.
- Unless expressly agreed otherwise, written form within the meaning of Art. 886 of the Austrian Civil Code (signature) is meant. An advanced electronic signature (Art. 26 eIDAS Regulation, (EU) No. 910/2014) fulfills the requirement of written form within the meaning of Art. 886 of the Austrian Civil Code, insofar as this is within the parties' control.
- We are authorized to send the purchaser direct advertisements. The purchaser has the right to revoke this authorization.

XVI. Legal succession

- All rights and obligations resulting from the contractual relationship in question are transferred to our sole legal successor within the scope of and in accordance with Art. 38 (1) of the Austrian Commercial Code without a separate notification of the purchaser of this transfer of rights being necessary. The purchaser hereby waives their right to object within the meaning of Art. 38 (2) of the Austrian Commercial Code.
- The duration of our liability is limited in accordance with Art. 39 of the Austrian Commercial Code.

XVII. Final provisions

- The place of performance for both our delivery and (service) performance as well as the consideration is Vienna, Austria.
- All disputes or claims arising out of or in connection with this contract, including disputes concerning its validity, breach, termination or nullity, will be finally settled under the Rules of Arbitration (Vienna Rules) of the International Arbitral Institute of the Austrian Federal Economic Chamber (Vienna International Arbitral Centre, VIAC) by one or three arbitrators appointed in accordance with these rules.
- The legal relationships in connection with this contract is governed by Austrian substantive law to the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.