

General Terms and Conditions of rhd instruments GmbH & Co. KG

Version 1.1 of May 2022

I. General provisions

1. The scope of supply and/or services (hereinafter: "Deliverables") shall be subject to the reciprocal written declarations. rhd instruments GmbH & Co. KG (hereinafter: "rhd instruments") provides all Deliverables exclusively on the basis of these General Terms and Conditions. Any deviating or opposing general terms of the customer shall not become part of the contract, not even if they are known, unless rhd instruments has expressly agreed to their applicability in writing. These General Terms and Conditions of rhd instruments apply in relation to businesses in the definition of Sec. 14 BGB [German Civil Code].
2. By signing the purchase agreement, the customer also declares its agreement to receiving electronic messages from us, e.g. emails with invitations to trade fairs, product presentations, information about current developments, etc. The customer has the right at any time to cancel this service from rhd instruments without stating reasons and without observation of a notice period.
3. The current German version of the General Terms and Conditions is binding. Versions in other languages are non-binding translations and serve merely as information to the business partner.

II. Quotations and delivery

1. Quotations and cost estimates from rhd instruments are subject to change. Orders shall be deemed accepted by rhd instruments only if they have been confirmed in writing by rhd instruments or the ordered positions have been delivered.
2. The content and scope of the agreements made shall also be determined by a written or electronic order confirmation from rhd instruments.
3. Tolerances for dimensions, weights and performance, technical changes or switches of models, as well as discrepancies from brochures and other written documents in the course of technical progress remain reserved and permissible, unless these are major changes and not reasonably acceptable to the customer.
4. Partial deliveries are permissible if they are reasonable for the customer. If the partial delivery extends over more than two weeks, rhd instruments shall be authorised to issue partial invoices for items already delivered.

III. Prices and terms of payment

1. Prices are understood ex-works (EXW according to the Incoterms in the 2010 version) including packaging and plus the respectively applicable statutory value added tax. The transfer of risk shall be determined according to VI 2.
2. If setup and/or assembly are also performed by rhd instruments and nothing else is agreed, the customer shall bear all incurred incidental costs (e.g. travel expenses, transport costs) in addition to the agreed remuneration.
3. If the purchase or manufacturing costs for Deliverables with an agreed delivery period of at least 6 weeks after the signing of the contract should verifiably change, rhd instruments shall be permitted to adjust the price accordingly.
4. Payments shall be remitted to rhd instruments free to the paying agent. Payment target: 14 days from receipt of the invoice, strictly net or according to separate agreement to be documented in writing.
5. The customer may only offset against claims that have been established as final and absolute. The customer is entitled to exercise the right of withholding to the extent that its counterclaim is based on the same contractual relationship.
6. If the customer fails to fulfil its payment obligations or if circumstances become known, which give cause for serious doubts as to the customer's ability to pay or creditworthiness, rhd instruments shall be entitled to call the remaining debt due for payment or demand an appropriate security.
7. In the case of default on payment of the customer, rhd instruments is furthermore entitled to charge default interest at the rate, which is charged to rhd instruments by the bank for current account credit facilities, whereas at least 8 percentage points above the respective base interest rate published by Deutsche Bundesbank. rhd instruments has the right in addition to claim further damages, which have been verifiably caused by late payment.

IV. Reservation of title

1. rhd instruments reserves the title to all delivered items until the customer has paid all present and future claims arising from the business relationship.

The reservation of title also covers spare or replacement parts such as temperature sensors, Peltier elements, etc., even if they are installed and therefore become essential components in the definition of Sec. 93 BGB.

In the case of an on-account relationship (business relationship), rhd instruments reserves the title up until receipt of all payments due in the existing on-account relationship; the reservation applies to the acknowledged balance.

2. In the event of any actions by the customer that are contrary to the contract, in particular, in the event of default on payment, rhd instruments shall be entitled to take back the goods after a set deadline has passed without result. If goods are merely taken back, this shall be regarded as a withdrawal from the contract only if an appropriate period set by rhd instruments for payment has passed unsuccessfully and it expressly declares the withdrawal.

The costs arising for rhd instruments in result of goods being taken back (in particular transport costs) shall be borne by the customer.

rhd instruments furthermore has the right to prohibit the customer from any resale or processing, combining or mixing of the items delivered under the reservation of title.

The customer may demand delivery of the items taken back without an explicit declaration of withdrawal only after complete payment of the purchase price and all additionally incurred costs.

3. The customer is obligated to treat the goods with care (which also includes any required inspection and maintenance work).
4. The customer may neither pledge nor transfer the Deliverables and claims replacing them by way of security nor assign them. In the event of attachments or other control exercised over them by third parties, the customer shall immediately notify rhd instruments in writing so it can file lawsuit in accordance with Sec. 771 ZPO [German Code of Civil Procedure]. The costs remaining for rhd instruments in spite of its winning a lawsuit pursuant to Sec. 771 ZPO shall be borne by the customer.
5. The customer is entitled to resell, process or mix the object of purchase in the course of ordinary business; for this purpose, however, it assigns to rhd instruments on this day already all claims arising from the resale, processing, mixing or for other legal reasons (in particular resulting from insurance policies or tortious acts) in the amount of the agreed final invoice total (including value added tax). If the delivered items are resold together with other objects, which are not the customer's property, the customer assigns the receivables resulting from this to rhd instruments in the amount of the agreed gross price.

The customer shall also remain entitled to collect these receivables after the assignment, whereas the authority of rhd instruments to collect the receivables directly shall remain unaffected. rhd instruments undertakes, however, not to collect the receivables for as long and insofar as the customer fulfils its payment obligations with the received proceeds

and no application for the opening of insolvency proceedings has been filed and no stoppage of payments has occurred. If this is the case, however, the customer must disclose the assigned receivables and their debtors, provide all information required for collection, surrender the related documents, and inform the debtors (third parties) of the assignment.

6. The reservation of title shall also cover the products created by processing or remodelling the Deliverables in their full value. If the processing or remodelling involving products of third parties leaves their property right unaffected, the customer shall grant rhd instruments co-ownership at the rate of the objective value of these goods; in this respect, it is agreed on this date already that the customer shall store the goods carefully on behalf of rhd instruments in this case.

If the goods subject to the reservation of title are combined or inseparably mixed with other movable objects forming one homogenous object and if the other object must be regarded as the main object, the customer shall transfer to rhd instruments the proportionate co-ownership, in proportion of its ownership of the main object; the customer shall store the created (co-owned) property on behalf of rhd instruments.

The objects created this way shall be subject to the same provisions as the goods delivered subject to the reservation of title.

7. As security for the claims of rhd instruments against the customer, the customer assigns claims against third parties to rhd instruments, which arise against a third party from combining the Deliverables with land.
8. Securities in the entitlement of rhd instruments shall be left outside of consideration if the estimated value of the securities exceeds the nominal value of the claims to be secured by 50%; which securities should be released shall be decided by rhd instruments.
9. If the validity of the reservation of title in the country of destination is tied to special conditions or special formal requirements, the customer shall ensure that these are met.

V. Deadlines for deliveries, delay

1. Adherence to deadlines for deliveries requires the timely receipt of all documents to be delivered by the customer and of all required permits and approvals, especially plans, and the customer's fulfilment of the agreed terms of payment and other obligations. If these conditions are not met on time, the deadlines shall extend appropriately; this shall not apply if the delay is at the fault of rhd instruments. Furthermore, indicated dates shall be binding only if they have been expressly confirmed in writing by rhd instruments.
2. If unanticipated obstructions arise, which are outside of the sphere of influence of rhd instruments and which rhd instruments was unable to avert even though it has taken reasonable care,

regardless of whether these obstructions arise at rhd instruments or its upstream suppliers, for example, due to force majeure (e.g. war, mobilisation, unrest, fire, and natural disasters), delays in the delivery of essential preliminary products and raw materials, etc., rhd instruments shall be entitled to fully or partly withdraw from the supply contract or extend the delivery period for as long as the obstruction persists. rhd instruments shall have the same rights in the event of strike or lockout at rhd instruments or its upstream suppliers. rhd instruments shall inform the customer of such circumstances without delay. Any contract penalty agreed, if applicable, shall not be deemed forfeit under these circumstances. In the event of a withdrawal by rhd instruments, it shall immediately refund any consideration already paid by the customer.

3. This is subject to the proviso of the correct and timely receipt of deliveries from our own suppliers. Delays shall be notified immediately to the customer. If rhd instruments does not receive proper or timely supply from its upstream suppliers and this is not the fault of rhd instruments, the performance period shall be postponed by a corresponding period. Optionally, rhd instruments may also withdraw from the contract in this case as concerns the items, which have not been delivered yet. To the extent it is permissible under competition regulations, rhd instruments shall assign its claims to the customer, which arise for it against the upstream supplier for deliveries not made in accordance with the contract. Any contract penalty agreed between rhd instruments and the customer, if applicable, shall not be deemed forfeit under these circumstances. rhd instruments shall immediately refund any consideration already paid by the customer.
4. In the event of a delivery delay, the customer may withdraw from the contract following an appropriate period, which has expired without result; in case of an impossibility of performance, it shall also have this right without setting a deadline.
5. The customer is obligated to declare within an appropriate period on the request by rhd instruments whether it will withdraw from the contract due to the delivery delay or if it insists on the delivery.
6. If dispatch or shipment is delayed at the customer's request by more than one month after notification was given of the readiness for shipment, a storage fee may be charged to the customer in the amount of 0.5% of the price of the Deliverables for each started month, whereas at most 5% overall. rhd instruments reserves proof of a higher loss or expense; it remains reserved for the customer to prove that no or a substantially lower damage has been incurred.

VI. Shipment, packaging and transfer of risk

1. Shipment shall be made at the customer's cost. rhd instruments will determine the means of transport and the transport route.
2. The risk shall also transfer to the customer as follows if the shipment is made with freight paid:

- a) For deliveries without setup and assembly when they have been dispatched or collected on request and at the cost of the customer, deliveries from rhd instruments will be insured for the common transport risks;
 - b) For deliveries with setup and assembly on the day of the acceptance at the customer's own operating site or, if agreed, following a fault-free test run.
3. If the goods are ready for shipment and if the shipment is significantly delayed or made impossible at no fault of rhd instruments, the risk shall transfer to the customer upon notification of the significant delay or impossibility of the shipment being given to the customer.
 4. If the customer is delayed with acceptance, the risk shall transfer to it.

VII. Assembly and installation

Unless agreed otherwise in writing or special conditions for installation are made part of the agreement, the following provisions apply to assembly and installation:

1. The customer shall arrange and provide the following on time:
 - a) Commodities and materials required for the installation and commissioning such as scaffolds, hoists and other devices;
 - b) Energy and water in suitable quality at the place of use including connections and lighting;
 - c) Sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, devices, materials, tools, etc. and appropriate work and social rooms for the assembly personnel, including sanitary facilities as appropriate in light of the circumstances; furthermore, the customer shall take the required measures for the protection of the property of rhd instruments and the assembly personnel at the place of the assembly;
 - d) Protective clothing and protection equipment required due to special circumstances of the assembly site.
2. Before the start of the assembly works, the customer shall make the required information about the location of concealed power, gas and water lines or similar systems and the required static information available without request.
3. Before starting the assembly or installation, the materials and items provided on site that are required in order to begin with the work must be at the assembly or installation location, and all preparations must have progressed far enough prior to the start of assembly so that the assembly or installation can be started as agreed and performed without interruption. Access ways and the place of assembly or installation must be level and cleared.
4. If the assembly, installation or commissioning is delayed due to circumstances not at the fault of rhd instruments, the customer shall bear the costs for the waiting time and for the additionally required travel by the assembly personnel to an appropriate extent.

5. The customer shall confirm the completion of the assembly, installation or commissioning without delay.
6. The customer is obligated to accept the delivered goods and/or the service performed according to the contract, unless an acceptance is not possible based on the properties and condition of the goods and/or service. The acceptance may not be refused for minor defects. It is held equal to an acceptance when the customer, even though it is obligated to do so, does not accept the goods and/or the service within a period set to it by rhd instruments. The foregoing provision shall not be decisive for the determination of the legal nature of the contractual relationship.
3. If a defect on the object of purchase is present, rhd instruments shall have the choice to rectify the defect or deliver a defect-free object (subsequent performance). The condition for this is that the defect is not merely a minor defect. If one of the two or both kinds of this subsequent performance should be impossible or unreasonable, rhd instruments shall have the right to refuse it.
4. The costs for reworking or for the replacement delivery shall be borne by rhd instruments, except for the additional costs that arise from the Deliverable having been transported to a place other than the customer's business site or branch office; these additional costs shall be borne by the customer.

VIII. Test run/test version

1. A test run can be agreed with rhd instruments. For this purpose, a test device will be delivered to the customer. rhd instruments expressly points out that the test devices exclusively serve the purpose of facilitating the test of the functions desired by the customer. In this respect, rhd instruments grants warranty solely for the technical data specified in the product documentation (in particular in the datasheet, the quotation or the instructions for use), on the condition that the marginal conditions named therein are observed. rhd instruments does not grant any warranty that the test devices are suitable for the purpose intended by the customer and/or a certain application chosen by the customer, unless rhd instruments has expressly given a warranty for this.
2. It shall be within the customer's responsibility to perform the test run in observation of the customary care and under real conditions of use, and to test the suitability of the test devices for its application and the purpose intended by it.
5. If the subsequent performance described in paragraph 3 should be impossible or fail, the customer shall have the option to either lower the purchase price accordingly or withdraw from the contract according to the statutory provisions; this shall apply in particular in case of culpable delay or refusal of subsequent performance and likewise if subsequent performance fails for the second time.
6. No warranty for damages caused the following reasons is granted: Unsuitable or improper use, defective assembly by the customer and/or third parties, natural wear and tear, improper or negligent handling by the customer and/or third parties, unsuitable operating equipment, defective construction works, unsuitable building ground, replacement materials, chemical, electrochemical or electrical influences (provided rhd instruments is not responsible for them), improper modifications or repair works performed by the customer or third parties without the prior approval from rhd instruments.

IX. Warranty/liability

rhd instruments shall be liable for defects in the Deliverables as follows, provided that the customer is a merchant:

1. The customer may not refuse acceptance for reason of minor defects.
2. The customer shall inspect the goods delivered by rhd instruments directly upon the delivery made to its site and, if a defect is found, it shall send a written or electronic notification of the defect to rhd instruments without delay, whereas at the latest within 14 days from the delivery. If the customer omits the notification, the goods will be deemed approved, unless a defect is concerned that could not be detected in the inspection. If such a defect is found later on, the customer shall send a written or electronic notification of the defect at the latest within 14 days from its discovery. Otherwise, the goods shall be deemed approved also in view of this defect. The timely sending of the notification shall be decisive for meeting this deadline. The provisions according to this paragraph shall not apply in cases of maliciously concealed defects.
7. Claims for defects shall lapse two years after delivery.
8. Further claims of the customer shall be excluded, especially for any damage compensation in lieu of performance and the refund of expenses, and for compensation of other indirect or direct damages, including incidental or consequential damage regardless of the legal reason. This shall not apply if compulsory liability applies pursuant to the Product Liability Act or in cases intent or gross negligence by the legal representatives or vicarious agents of rhd instruments or failure to comply with a guarantee for properties and condition of the Deliverables, nor in cases of culpable violation of essential contractual duties or culpable injury to life, body or health. In the event of any property damages and financial losses caused by simple negligence, the liability of rhd instruments for compensation of damages, however, shall be limited to the damage typically predictable for the contract. A reversal of the burden of proof to the customer's disadvantage is not tied to the foregoing provisions.
9. The provisions according to IX. 8 shall apply accordingly to the customer's direct claims against the legal representatives or vicarious agents of rhd instruments.

10. rhd instruments shall be liable for the loss of data within the scope of the foregoing paragraphs 1 to 9 only if this would have been unpreventable also with appropriate data backup measures and the cause was the result of failures or interference by third parties.
11. If the customer decides to buy a product from rhd instruments, rhd instruments shall not be liable for realisation of the purpose/outcome (e.g. cost savings) desired by the customer, unless rhd instruments has expressly assured this and/or it is responsible for the damage caused for the customer. The provisions in paragraphs 1 to 10 shall remain unaffected.

X. Industrial property rights, copyrights and rights of use

1. rhd instruments reserves its unlimited rights of exploitation under property and copyrights on cost estimates, drawings and other documents (hereinafter: "Documents"). The Documents may be made accessible to third parties only upon the prior agreement of rhd instruments and, if the contract is not awarded to rhd instruments, they shall be returned to it immediately on its request. This shall apply analogously to Documents of the customer; however, these may be made accessible to third parties to whom rhd instruments has permissibly delegated the performance of deliveries.
2. rhd instruments is the holder of rights to the contractual software/programs or it is licensed by the rightsholder for resales. The customer receives the non-exclusive right to the use them with the agreed performance characteristics in unmodified form on the agreed devices (license). The customer is authorised to perform data backups according to the rules of technology and create the backup copies required for this purpose. The customer is not authorised to modify or remove existing copyrights notices. The license also does not include permission for the customer to process or rework the program.
3. Unless agreed otherwise, rhd instruments is obligated to perform the delivery exclusively in the country of the place of delivery, free from industrial property rights and copyrights of third parties (hereinafter: Industrial Property Rights). If a third party brings justified claims against the customer for the infringement of Deliverables from rhd instruments, having been performed and being used in accordance with the contract, on proprietary rights of the third party, rhd instruments shall be liable to the customer within the period defined in Article IX.8 as follows:
 - a) rhd instruments shall have the choice at its cost to either obtain a right of use for the affected Deliveries, or modify them in such a way that the proprietary right is not infringed or to replace them. If this is not possible on appropriate conditions, the customer shall have the statutory rights to withdraw or reduce the price.

- b) All measures for defence and settlement negotiations with the third party remain reserved for rhd instruments. The obligations of rhd instruments pursuant to Article X.3 shall not apply if the customer substantially compromises or prevents defensive measures and settlement negotiations, in particular by acknowledging the asserted claims of the third party or by failing to notify rhd instruments in writing without delay.
 - c) The liability provisions in Article IX remain unaffected.
4. Claims of the customer are excluded, insofar it alone is responsible for the proprietary rights infringement.
5. Claims of the customer shall furthermore be excluded, insofar as the proprietary rights infringement is caused due to special requirements of the customer, an application not anticipatable for rhd instruments or because the Deliverable is modified by the customer or used together with products not delivered by rhd instruments.

XI. Impossibility, contract adjustment

If unanticipated events in the definition of Article V.2 materially change the economic significance or the contents of the Deliverables or if they impact the business of rhd instruments, the contract shall be adjusted appropriately in good faith. If this is not economically acceptable, rhd instruments shall have the right to withdraw from the contract. If rhd instruments intends to exercise this right to withdraw, rhd instruments shall inform the customer thereof without delay upon recognition of the significance of the incident, notably also if an extension of the delivery period was initially agreed with the customer.

XII. Final provisions

1. The place of performance is the place of dispatch (factory or place of storage).
2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the place of the registered office of rhd instruments if the customer is a merchant, legal entity of public law or a public-law investment fund. rhd instruments, however, is also entitled to file legal action in other permissible places of jurisdiction.
3. The legal relations in connection with this contract shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the rules on a conflict of laws under the EGBGB [Introductory Act to the German Civil Code].
4. rhd instruments shall treat all of the customer's data exclusively for the purposes of processing business transactions and in accordance with the respectively valid data protection regulations. All terms are understood as being gender-neutral.

5. Exclusively written agreements between rhd instruments and the customer shall become content of the contract. Verbal side agreements have not been made or they are invalid. Changes to this contract including its cancellation or other termination require the written form. The same applies to the agreed waiver of the contractual requirement of the written form.

XIII. Severability clause

If individual provisions of these terms should be or become fully or partly invalid or void, the validity of the remaining provisions shall remain unaffected by this.

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