

General Terms and Conditions of Sale and Delivery

1. GENERAL

- 1.1 M+W Instruments GmbH is a subsidiary of Bronkhorst High-Tech B.V. in The Netherlands.
- 1.2 Deliveries and services of M+W Instruments are governed exclusively by the below Terms & Conditions. M+W Instruments does not acknowledge conditions of the customer which conflict with, or depart from these terms of sale, unless it has expressly consented to their applicability in writing. The terms of sale of M+W Instruments also apply if M+W Instruments makes the delivery to the customer without reservation, in the knowledge of the customer's conflicting or deviating conditions.
- 1.3 These terms of sale apply to all business relations between M+W Instruments and its business partners and customers, insofar as the customer is an entrepreneur in accordance with Section 310, paragraph 1 of the German Civil Code (BGB).
- 1.4 The first time the customer places an order on the basis of these terms of sale, the customer also accepts that the terms, as amended from time to time, have been agreed for all further contractual relationships.
- 1.5 Any framework contracts concluded between the parties shall take precedence. Unless such agreements make specific arrangements, they are supplemented by these terms of sale. Contract modifications, additions or verbal side agreements must be in writing.

2. SALE AND DELIVERY OF GOODS

2.1. Order Placement / Lead Times

- 2.1.1 Orders placed by the customer which, pursuant to Section 145 of the German Civil Code, are classed as an offer become binding when confirmed by M+W Instruments or when the goods are delivered.
- 2.1.2 Statements of any nature contained in brochures and similar documents are not binding. Therefore, M+W Instruments reserves the right to make changes to the product configuration that are necessitated by technical advances.
- 2.1.3 The lead times for delivery indicated by M+W Instruments are not firm delivery deadlines, but approximate delivery dates. The start of the lead time indicated by M+W Instruments is contingent upon all technical questions being clarified. Adherence to lead times is contingent upon the timely and proper fulfilment of all of the customer's obligations. A firm delivery deadline agreed in exceptional cases is met if, by the deadline, the consignment has left the factory or the customer has been notified that the consignment is ready for dispatch. All deliveries are subject to timely self-delivery. If lead times cannot be met due to force majeure or interruptions to operations caused by events for which M+W Instruments is not responsible or which it cannot avoid, having duly informed the customer M+W Instruments is entitled to delay delivery for the duration of the impediment. This applies regardless of whether these circumstances arise at M+W Instruments or at its upstream or downstream suppliers. If the lead time is consequently increased by more than three months, the customer may withdraw from the agreement in writing, as may M+W Instruments.
- 2.1.4 If the customer delays acceptance or culpably breaches other duties to cooperate, M+W Instruments is entitled to demand compensation for the damage it consequently suffers, including any additional expenditure. Further claims or rights are reserved.

2.1.5 M+W Instruments is entitled to make partial deliveries, provided this is acceptable to the customer.

2.2. Prices / Payment Terms

- 2.2.1 List prices are non-binding; only the prices quoted in the order confirmation from M+W Instruments are valid. These prices are ex works "FCA - Free Carrier", excluding packaging, which is invoiced separately. Statutory VAT is not included in the prices; the statutory VAT as applicable on the invoice date as indicated separately on the invoice.
- 2.2.2 Unless indicated otherwise on the order confirmation, all payments are due, in full, within 30 days of the invoice date, and must be made in the agreed currency. The purchase price must be paid by transfer or by crossed check, unless otherwise agreed in writing. The criterion for timely payment is the date on which M+W Instruments' account is credited. The customer is in default, without the need for a reminder, if payment is not made within 30 days after the invoice date. In this event, it owes late payment interest of 8 percentage points above the base rate at the time in question. Discounts may only be deducted if separately agreed in writing. The legal provisions on default are unaffected.
- 2.2.3 The customer only has rights of set-off if its counterclaims have been established by law, are undisputed, or have been acknowledged by M+W Instruments. Moreover, the customer is only authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship.
- 2.2.4 Should circumstances become known after the conclusion of the contract which are apt to diminish the customer's creditworthiness and jeopardise M+W Instruments' claims on the customer, all claims will be immediately due, regardless of payment terms granted or the period of validity of accepted bills of exchange. Furthermore, in such circumstances M+W Instruments is entitled to make outstanding deliveries contingent upon collateral or to withdraw from the agreement and/or demand compensation. The rights of use to the software made available to the customer will lapse.
- 2.2.5 When deliveries from one EU member state to another are invoiced, the VAT rules set out in Directive 2006/112/EC as amended from time to time apply, unless contradicted by national law.

2.3. Transfer of Risk / Packaging

- 2.3.1 Unless the order confirmation indicates otherwise, delivery is agreed as ex works "FCA - Free Carrier". If the customer wishes, M+W Instruments will take out transport insurance to cover the delivery; any resulting costs are borne by the customer. If the loading or carriage of the goods is delayed for reasons for which the customer is responsible, M+W Instruments is entitled to store the goods at the customer's expense and risk and to take all measures it deems conducive to the receipt of the goods at the customer's expense and risk. The same applies if delivery of goods that are ready for dispatch is not requested within a reasonable period.
- 2.3.2 Separate agreements apply to the acceptance of return packaging.

2.4. Liability for Defects / Liability on other Grounds

- 2.4.1 The goods are contractually compliant if, at the time of transfer of risk, they match or differ only negligibly from the agreed specification.
- 2.4.2 In order to make a claim for defects, the customer must have properly fulfilled its obligations to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB). The customer inspects the delivered products upon receipt, or at the latest within three working days of receipt, for visibly apparent transit damage and for consistency with the ordered quantity and ordered type. If the customer discovers a hidden defect or another defect which was not apparent during the incoming goods inspection, the customer will notify M+W Instruments of this at once, at the latest within two working days of its discovery.
- 2.4.3 In the event of complaints, the customer must allow M+W Instruments the opportunity to inspect the goods. If the inspection takes place at the location where the goods are installed, the customer must ensure that there are no circumstances which, in the opinion of M+W Instruments, could pose a risk to the health or life of its employees. At the request of M+W Instruments, the customer must send in the rejected goods, or a sample of those goods, at its own risk. For each product for return a completely filled-in decontamination declaration must be attached along with the shipping documents to the outside of the packaging, where they are freely

accessible. Unless a special agreement has been made, the customer pays the shipping costs. The rejected goods must be returned in appropriate packaging. Should the complaints be unjustified, the customer must also pay the costs of inspecting the goods.

- 2.4.4** If the purchased item is defective, M+W Instruments is entitled, at its discretion, to rectify the defect or to deliver a new product that is free of defects. Should the subsequent performance be unsuccessful, the customer is entitled, at its discretion, to demand dissolution, a price reduction or, subject to the agreements below, compensation. Defective goods must be returned before a replacement delivery is made, unless M+W Instruments waives this requirement, in writing.
- 2.4.5** M+W Instruments is liable for defects of quality or title in accordance with the legal provisions, provided the customer makes claims for compensation for a defect which are based on intent or gross negligence, including intent or gross negligence on the part of representatives or agents of M+W Instruments. To the extent that M+W Instruments is not accused of an intentional breach of contract, liability for compensation is limited to foreseeable damage that typically occurs. In addition, M+W Instruments is liable for any culpable breach of material contractual obligations, i.e. obligations the discharge of which is an essential prerequisite for the fulfilment of the contract and which the customer should generally expect to be fulfilled; in this case, M+W Instruments' liability for compensation is also limited to foreseeable damage that typically occurs.
- 2.4.6** The warranty obligation lapses if the delivered goods have been changed or modified in any way by third parties or if the customer does not promptly fulfil our request to return the rejected item.
- 2.4.7** The period of limitation for claims for defects is twelve months, calculated from the time of transfer of risk. If M+W Instruments has maliciously concealed the defect, the customer's claims for maliciously concealed defects become time-barred within twelve months of the customer gaining knowledge of the defect. Reworks and replacement deliveries do not restart the period of limitation. Longer, mandatory legal periods of limitation are unaffected, as are mandatory further provisions regarding the suspension of expiry (e.g. Section 445b of the BGB), interruption and recommencement of limitation periods.
The customer's other rights on account of culpable breach of material contractual obligations become time-barred within two years, as soon as the customer has become aware of the circumstances justifying the claim and of M+W Instruments' responsibility for the breach.
- 2.4.8** The customer is responsible for the installation/dismantling of the goods in its systems, machines, equipment, etc. M+W Instruments accepts no liability for damage caused by incorrect installation/ dismantling.
- 2.4.9** In the case of goods sold as declassified material, the reasons for declassifying the goods do not constitute grounds for the customer to make any claims for defects.
- 2.4.10** Unless agreed otherwise above, liability is excluded. In particular, M+W Instruments accepts no further liability to pay compensation, regardless of the legal nature of the claim made. This applies in particular to claims for compensation due to negligence in contracting, due to other breaches of duty, or due to fraudulent claims made for compensation for damages pursuant to Section 823 of the BGB.
Liability on account of culpable injury to life, limb or health is unaffected, as is mandatory liability under German product liability law.

2.5. Retention of Title

- 2.5.1** All delivered products remain the property of M+W Instruments until all claims against the customer from the delivery contract have been met in full. This also applies to future and conditional claims, such as acceptor's bills. M+W Instruments is entitled to assign all claims.
- 2.5.2** In the event of a breach of contract by the customer, in particular in the case of default on payment, M+W Instruments is entitled to take back the purchased product. The act of taking back the purchased product by M+W Instruments dissolves the contract. After taking back the purchased product, M+W Instruments is authorised to sell it. The proceeds of any such sale are offset against the customer's liabilities, after deducting reasonable selling costs.

- 2.5.3 The customer is obliged to handle the delivered goods with care. In particular, it is obliged to adequately insure them, at its expense, against fire and water damage and theft, at their reinstatement value. The customer must promptly undertake any necessary maintenance and inspection work, at its expense.
- 2.5.4 The customer may only resell reserved goods in the ordinary course of its business and subject to its normal terms of business, and provided it is not in default. The customer is not entitled to otherwise dispose of the goods; in particular it may not transfer them by way of guarantee, or pledge them. The customer's claims from the resale of the reserved goods are assigned here and now to M+W Instruments, in the final invoice amount (including VAT). The customer is entitled to collect claims from resale. M+W Instruments' authority to collect the claim is unaffected. However, M+W Instruments undertakes not to collect the claim provided the purchaser fulfils its payment obligations from the proceeds collected, does not default on payment and, in particular, provided no composition or insolvency proceedings have been instituted and the purchaser has not ceased making payments. Should this be the case, M+W Instruments may require the purchaser to inform it of the assigned claims, provide all information necessary for their collection, hand over the related documents, and notify the debtors (third parties) of the assignment.
- 2.5.5 The processing or transformation of the reserved goods is undertaken for M+W Instruments as the manufacturer. M+W Instruments immediately becomes the owner of the new or transformed product. Should this not be possible for legal reasons, M+W Instruments and the customer agree that M+W Instruments will become the joint owner of the new product at all times during processing or transformation, in the ratio of the value of the purchased product (invoice total, including VAT) to the other processed objects at the time of processing. The customer stores the new or transformed product for M+W Instruments, free of charge, with the care of a prudent businessman. The same provisions apply to the product created by processing as to the purchased product delivered under reservation of title.
- 2.5.6 If the purchased product is combined or inseparably mixed with other objects not belonging to M+W Instruments, the latter becomes joint owner of the new product in the ratio of the value of the purchased product (invoice total, including VAT) to the other combined or inseparably mixed objects at the time they were combined or mixed. If the product is combined or mixed in such a way that the purchaser's object must be regarded as the main product, it is agreed that the customer will transfer proportionate joint ownership to M+W Instruments. The customer stores the solely or jointly owned product for M+W Instruments free of charge.
- 2.5.7 If the realisable value of all the securities furnished for M+W Instruments exceeds M+W Instruments' claim by more than 10%, at the customer's request M+W Instruments will release the surplus securities. M+W Instruments decides which securities to release.
- 2.5.8 The customer must inform M+W Instruments at once, in writing, of any attachment or other impairments by third parties.
- 2.5.9 The customer bears the costs of fulfilling the aforementioned obligations to cooperate with the pursuit of all the rights arising from reservation of title, and all outlays incurred in order to store and conserve the goods.

2.6. Non-Assignment Clause

Claims arising from the contractual relationship between M+W Instruments and the customer may not be assigned to third parties, in whole or in part, without the prior consent of M+W Instruments.

2.7. Sample Deliveries

Sample deliveries are governed exclusively by the following provisions:

- 2.7.1 Sample deliveries are made only if agreed beforehand.
- 2.7.2 Depending on what has been agreed, sample deliveries are either free or paid.
- 2.7.3 Unless expressly agreed otherwise, delivery is agreed as ex works "FCA - Free Carrier". During the trial period, the customer is entitled to return the goods to M+W Instruments at any time, at its own expense and risk. For each product for return a completely filled-in decontamination declaration must be attached along with the shipping documents to the outside of the packaging, where they are freely accessible.

- 2.7.4 During the trial period, the customer is liable in accordance with the legal provisions.
- 2.7.5 During the trial period, M+W Instruments is liable for compensation only insofar as it, or its agents:
- have acted with intent or in a grossly negligent manner or
 - have culpably breached material contractual obligations.
- Material contractual obligations are obligations the discharge of which is an essential prerequisite for the fulfilment of the contract and which the customer should generally expect to be fulfilled.
- In both cases, M+W Instruments' liability is also limited to foreseeable damage that typically occurs.
- 2.7.6 M+W Instruments retains full title to sample goods delivered. The provisions in 2.5 (Retention of Title) 2.5.1 to 2.5.3 and 2.5.5 to 2.5.9 also apply.
- 2.7.7 If the sample goods delivered are returned, any payment previously made by the customer will be credited to the customer unless M+W Instruments has monetary claims on the customer, irrespective of the legal grounds of those claims. In this case, M+W Instruments may offset any payment made against the amount due from the customer.
- 2.7.8 If the customer keeps a product beyond the agreed trial period, this will constitute the customer's automatic acceptance to purchase same and, in the case of software, the acceptance of, and agreement to pay for, the related licence.

2.8. Copyright / Equivalent Property Rights

M+W Instruments holds all the industrial property rights with respect to the products it supplies. M+W Instruments retains title to and copyright on figures, drawings, calculations and other documents. This also applies to documents marked as "confidential". The customer must obtain the express written permission of M+W Instruments before sharing these with third parties. The customer is not permitted to remove mentions of existing industrial property rights from any software also supplied or products or accompanying materials, or to modify such mentions.

2.9. Software / Accompanying Material

If M+W Instruments supplies software for programming the customer's interface and/or other accompanying material in addition to the products it has manufactured, the following additional provisions apply:

- 2.9.1 Subject to the complete fulfilment of all of its obligations towards M+W Instruments arising from the delivery contract, M+W Instruments grants the customer the right to use the software for an indefinite period. Should the contractual relationship end, the customer's right of use will lapse.
- 2.9.2 The right to use the software is not exclusive to the customer and the customer may not transfer it to third parties. The customer is obliged to take suitable precautions to prevent unauthorised third-party access to the software.
- 2.9.3 The customer is not permitted to copy, reproduce, translate, adapt, disassemble, decompile, imitate or modify the software made available by M+W Instruments without the prior, written permission of M+W Instruments. This does not include the creation of a back-up copy, which must be marked as such. If and insofar as the customer is entitled under or required by mandatory legal provisions to undertake one of the aforementioned measures, the customer will, as a matter of priority, allow M+W Instruments the opportunity to perform these actions in return for payment of a reasonable fee.
- 2.9.4 The purchaser may not copy, reproduce or share with third parties the accompanying material made available without the prior, written permission of M+W Instruments. Should the contractual relationship end, M+W Instruments reserves the right to demand the return of the documents it has provided.
- 2.9.5 M+W Instruments expressly reserves the right to furnish the software provided with a technical security feature. The client is not permitted to remove or circumvent this. If the addition of a security feature prevents the client from creating a backup copy of the software, M+W Instruments will provide the client with another copy, at M+W Instruments' expense, provided the client demonstrates that the original copy has been damaged, destroyed or lost.
- 2.9.6 In the event that claims are asserted by third parties which restrict or preclude the use of the software within the scope defined in the contract, the customer must inform M+W Instruments about the claims without delay,

i.e. within 3 working days of gaining knowledge of them. M+W Instruments independently mounts a defence against such third-party claims. However, the customer provides M+W Instruments with the necessary support, information and authorities to undertake the aforementioned actions.

2.10. Export Certificate

If a customer who is located outside the Federal Republic of Germany collects goods and transports or ships them to another European country or a third country, the customer must furnish M+W Instruments with the export certificate required for tax purposes. If this certificate is not provided, the customer must pay the VAT on the invoice amount for the deliveries at the rate applicable in the Federal Republic of Germany.

3. GENERAL SERVICES PROVIDED BY M+W INSTRUMENTS GMBH

3.1. General Range of Services

M+W Instruments' general range of services encompasses, in particular, the following payable services which are carried out at the customer's request:

- Modifications or adjustments to calibration and valve settings;
- General maintenance and fault repair work after the expiry of the statutory warranty period.

M+W Instruments is under no obligation to follow the customer's instructions when performing services. Should it nonetheless follow them, any additional costs this may incur will be invoiced to the customer.

M+W Instruments retains ownership of replacement parts installed during maintenance and fault repair work until all of its claims against the customer have been completely satisfied.

3.2. Liability

3.2.1 If a replacement part installed by M+W Instruments is defective, M+W Instruments is entitled, at its discretion, to rectify the defect or to deliver a new replacement part that is free of defects. Should the subsequent performance be unsuccessful, the customer is entitled to demand dissolution, a price reduction or, subject to the agreements below, compensation. Defective goods must be returned before a replacement delivery is made, unless M+W Instruments waives this requirement, in writing.

M+W Instruments is liable for defects of quality or title in accordance with the legal provisions, provided the customer makes claims for compensation for a defect which are based on intent or gross negligence, including intent or gross negligence on the part of representatives or agents of M+W Instruments. To the extent that M+W Instruments is not accused of an intentional breach of contract, liability for compensation is limited to foreseeable damage that typically occurs.

3.2.2 In addition, M+W Instruments is liable for any culpable breach of material contractual obligations, i.e. obligations the discharge of which is an essential prerequisite for the fulfilment of the contract and which the customer should generally expect to be fulfilled; in this case, M+W Instruments' liability for compensation is also limited to foreseeable damage that typically occurs.

3.2.3 In the event of complaints, the customer must allow M+W Instruments the opportunity to inspect the goods. If the inspection takes place at the location where the goods are installed, the customer must ensure that there are no circumstances which, in the opinion of M+W Instruments, could pose a risk to the health or life of its employees. At the request of M+W Instruments, the customer must send it the rejected goods, or a sample of those goods, at its own risk. For each product for return a completely filled-in decontamination declaration must be attached along with the shipping documents to the outside of the packaging, where they are freely accessible. Unless a special agreement has been made, the customer pays the shipping costs. The rejected goods must be returned in appropriate packaging. Should the complaints be unjustified, the customer must also pay the costs of inspecting the goods.

3.2.4 The warranty obligation lapses if the delivered goods have been changed or modified in any way by third parties or if the purchaser does not promptly fulfil our request to return the rejected item.

3.2.5 The period of limitation for claims for defects is twelve months, calculated from the time of transfer of risk. If M+W Instruments has maliciously concealed the defect, the customer's claims for maliciously concealed defects become time-barred within twelve months of the customer gaining knowledge of the defect. Reworks

and replacement deliveries do not restart the period of limitation. Longer, mandatory legal periods of limitation are unaffected, as are mandatory further provisions regarding the suspension of expiry (e.g. Section 445b of the BGB), interruption and recommencement of limitation periods.

The customer's other rights on account of culpable breach of material contractual obligations also become time-barred within one year, as soon as the customer has become aware of the circumstances justifying the claim and of M+W Instruments' responsibility for the breach.

3.2.6 Unless agreed otherwise above, liability is excluded. In particular, M+W Instruments accepts no further liability to pay compensation, regardless of the legal nature of the claim made.

Liability on account of culpable injury to life, limb or health is unaffected, as is mandatory liability under German product liability law.

4. CONFIDENTIALITY

4.1 The customer is obliged to treat the conclusion of the contract as confidential. All commercial and technical details (including drawings, models, moulds, templates, software and know-how) as well as operational processes of which it has gained knowledge as a result of its business relationship with M+W Instruments must be kept confidential as trade secrets (Section 2 of the German Trade Secrets Act, GeschGehG) for as long as they are not public knowledge.

4.2 The confidentiality obligation applies beyond the end of the contract, for a period of two years.

4.3 The customer must contractually impose the same confidentiality obligation upon its employees or other agents.

5. CODE OF CONDUCT

M+W Instruments expects the customer to adhere to the following basic principles:

5.1 The customer observes and protects the globally applicable requirements on the protection of human rights, as fundamental and universal provisions. In particular, this means that the customer does not use either forced labour or child labour. The customer abides by the 138 requirements of the ILO Convention on the legal minimum age for the employment of children.

5.2 The customer does not discriminate against anyone on the grounds of ethnic or national affiliation, race, gender, religion, ideology, age, disability, sexual orientation or other legally protected traits, unless otherwise required by mandatory law.

5.3 The customer takes responsibility with regard to environmental concerns and abides by all the legal provisions on the environment and sustainability. It makes sparing use of natural resources and minimises environmental impacts.

5.4 The customer ensures that its employees receive a decent wage. For these purposes, as a minimum it applies the minimum wages guaranteed by law or collective bargaining agreements.

6. PLACE OF PERFORMANCE AND JURISDICTION

6:1 The place of performance for M+W Instruments' delivery obligation is the location of the supply plant or warehouse from which M+W Instruments makes the delivery.
The place of performance for the customer's payment obligation is Munich.

6.2 The place of jurisdiction for both contracting parties is Munich. M+W Instruments is also entitled to file suit against the customer at its general place of jurisdiction.

6.3 In international trade, M+W Instruments is alternatively entitled to file suit at its place of jurisdiction in Munich.

7. APPLICABLE LAW

The laws of the Federal Republic of Germany apply, to the express exclusion of the "United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods" (CISG). The language of the contract, proceedings and court is German.

8. MISCELLANEOUS

- 8.1 If the customer discontinues payments, or insolvency proceedings over its assets, judicial or extrajudicial composition proceedings are instituted, M+W Instruments is entitled to withdraw from the part of the contract that has not been fulfilled.
- 8.2 Should any provision of these terms be, or become wholly or partially ineffective, this will not affect the validity of the other provisions. In this case, the parties must agree on a stipulation that approximates as closely as possible the economic purpose of the invalid provision. The same procedure applies in the event of a loophole.

