

# CONDITIONS FOR RETURNS

17 JUNE 2025

1. Bronkhorst shall exert itself to repair, maintain and service malfunctions that are properly reported to Bronkhorst or the Distributor by the Client within a reasonable period of time. For the purposes of this Article, "malfunction" shall be understood to mean the 'instrument does not function according to the specifications as explicitly published by Bronkhorst in the offer for special products. Demonstrating that the malfunction occurs will be the responsibility of the Client if Bronkhorst or the Distributor cannot reproduce the malfunction.

2. Bronkhorst shall reserve the right to suspend its repair, maintenance and service obligations if repairing, maintaining or servicing the Product would entail unreasonable risks to the safety or health of Bronkhorst's or Distributor's employees. Bronkhorst or the Distributor shall resume its obligations once the risk is mitigated.

3. Immediately after a malfunction has occurred in the Product, or the Client has noticed a malfunction, the Client shall notify Bronkhorst or the Distributor thereof using the RMA drawn up an experienced operator of flow meters/controllers.

4. The Product shall be forwarded by the Client to Bronkhorst or the Distributor. Forwarding charges (including duties) shall be paid by the Client; the Client shall also bear the risks of forwarding.

5. The Client shall bear the risk of loss and theft of or damage to the Products during the period that Bronkhorst or the Distributor is in possession of these for the purpose of maintenance unless Bronkhorst or the Distributor were negligent in handling the Product. It shall be the Client's choice whether to insure such risks.

6. The Client is responsible for disassembling and assembling the Products into its systems, machines, installations, etc.

7. The Client shall not hold Bronkhorst or the Distributor liable for any indirect damage sustained by the Client or third parties, including consequential damage (including but not limited to lost turnover, profit or other financial loss), non-material damage, operational or environmental damage resulting from Bronkhorst's or the Distributor's good-faith effort to repair, maintain and service malfunctions of the Product.

8. Bronkhorst's or the Distributor's liability vis-à-vis the Client for direct damage resulting from Bronkhorst or the Distributor's good-faith effort to repair, maintain and service malfunctions of the Product, irrespective of the manner in which it was inflicted and/or its legal basis, shall be limited for each event (whereby a series of connecting events is considered as one event) to the payment or payments received by Bronkhorst or the Distributor for the Product that caused the damage (exclusive of taxes).

9. The limitations of liability set forth shall not be applicable insofar as the relevant damage was caused by intent or deliberate recklessness of Bronkhorst or its top management or the Distributor, or insofar as Bronkhorst's or the Distributor's liability arises under mandatory applicable product liability law.

10. Except in the event of intent or deliberate recklessness of Bronkhorst or its top management or the Distributor's, the Client shall indemnify Bronkhorst or the Distributor against any and all third party claims on any account, with respect to compensation of damage, and reimbursement of costs or interests in connection with the Products or arising from the use of the Products, unless the Client cannot reasonably be blamed at all for the damage.

11. The law of the Netherlands shall govern these terms and conditions. Unless otherwise dictated by law, the courts of the Netherlands (Arnhem) shall govern these terms and conditions. The applicability of the Vienna Sales Convention 1980 (CISG), is expressly excluded.

