

GENERAL TERMS AND CONDITIONS OF DELIVERY

2 MAY 2025

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Clause 1. Identity

Official name: Bronkhorst (UK) Limited
Office address: 1 Kings Court Willie Snaith Road, Newmarket,
Suffolk CB8 7TG, England
Email: info@bronkhorst.co.uk

Clause 2. Definitions and Interpretation

- 2.1.** In these General Terms and Conditions, capitalised terms have the meanings ascribed to them in Clause 2.5.
- 2.2.** In these General Terms and Conditions, words in the singular shall be deemed to include the plural and vice versa, in all cases in so far as the context so requires.
- 2.3.** In these General Terms and Conditions, words such as "including", "inclusive of", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and are used to indicate that the list to which they relate is not exhaustive.
- 2.4.** A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 2.5.** Definitions:

Agreement means the Written contract in accordance with these General Terms and Conditions pursuant to which Bronkhorst undertakes to deliver Products and/or Services to the Customer and the Customer undertakes to purchase such Products and/or Services;

Bronkhorst means Bronkhorst (UK) Limited, incorporated in England and Wales with company number 04376245;

Bronkhorst Materials means all materials, equipment, documents and other property (including drawings, documentation, reports, illustrations, calculations, designs, processes, models and/or source files) of Bronkhorst;

Clause means any clause in these General Terms and Conditions;

Commencement Date means the date on which the Agreement comes into existence in accordance with Clause 4.3;

Customer means any legal entity or other entity that has entered, or intends to enter, into an Agreement with Bronkhorst or otherwise intends to purchase Products and/or Services and/or license Software from Bronkhorst;

Customer Default means any act or omission by the Customer or failure by the Customer to perform any relevant obligation;

Delivery means making a Product available to the Customer, irrespective of whether the Customer actually takes receipt of the Product at the time when it is made available, and/or the actual performance of the agreed Services by Bronkhorst;

EULA means the agreement setting out the end-user licence terms as used by Bronkhorst for any Software;

Force Majeure Event has the meaning given to it in Clause 14;

General Terms and Conditions means Bronkhorst's general terms and conditions regarding the delivery of Products and/or Services by Bronkhorst as set forth herein;

Products means any goods offered, sold and/or delivered by Bronkhorst;

Services means any services offered and delivered by Bronkhorst to a Customer under an Agreement, the specification for which shall be set out therein, specifically including performance of any maintenance and repairs and providing training programmes, workshops, courses and education;

Software means all software (such as (programming) codes and (source and software) files) licensed by Bronkhorst to the Customer, including as delivered together with the Product as part of the Agreement, regardless of whether it has been customized, set up, configured or extended for the benefit of the Customer;

Test Delivery means a Delivery within the meaning of Clause 6 of these General Terms and Conditions;

Written or In Writing means in writing, including by email or by any other electronic means agreed between Bronkhorst and the Customer through which messages are stored and readable within a reasonable period of time.

Clause 3. General

- 3.1.** These General Terms and Conditions apply to all Agreements, offers, quotations and orders pursuant to which Bronkhorst undertakes to deliver any Products, Services and/or Software to a Customer or submits a proposal to do so. Any deviations from these General Terms and Conditions will only be effective to the extent as they have been explicitly confirmed by Bronkhorst to the Customer In Writing.

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- 3.2. In so far as Bronkhorst and a Customer, in addition to these General Terms and Conditions, agree In Writing in the Agreement on any additional terms that conflict with these General Terms and Conditions, such additional terms shall prevail over the provisions in these General Terms and Conditions to the extent of such conflict.
- 3.3. These General Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these General Terms and Conditions
- 3.5. The Customer warrants that, in its relationship with Bronkhorst and when performing the Agreement, it will comply with all applicable laws and regulations, specifically including the OECD guidelines for Responsible Business Conduct concerning the environment, labour, human rights, corruption and competition.
- 3.6. The Customer is required to comply with all applicable (international) trade restrictions, controls, sanctions lists and other sanctions legislation in case of reselling the Products.

Clause 4. Formation and terms of the Agreement

- 4.1. Any quotation given by Bronkhorst shall not constitute an offer and, unless otherwise stated in the quotation, a quotation issued by Bronkhorst is valid for thirty (30) days from its date of issue.
- 4.2. Any order issued by the Customer constitutes an offer by the Customer to purchase Products and/or Services and where applicable license Software in accordance with these General Terms and Conditions. Bronkhorst reserves the right to refuse orders in its absolute discretion.
- 4.3. Any order issued by the Customer shall only be deemed to be accepted when Bronkhorst issues written acceptance of the order, at which point and on which date the Agreement shall come into existence.
- 4.4. The Customer is required to provide all necessary information and cooperation for the correct and timely performance of the Agreement by Bronkhorst, including providing adequate (access) rights such as licenses and permissions and the Customer ensures the accuracy, completeness and reliability of the

information, data and/or specifications provided by or on behalf of them.

- 4.5. Any illustrations, images, drawings and models, including specified quantities, dimensions and weights, of the Products provided by Bronkhorst in its sales catalogue, other advertising material and/or on Bronkhorst's website are mere approximates and are intended to provide a general impression of the Products. They shall not form part of the Agreement nor have any contractual force.
- 4.6. If Services to be provided by Bronkhorst to the Customer are described in the Agreement, this description is always exhaustive.
- 4.7. In the event of any discrepancy between the intended order by the Customer and the written order confirmation from Bronkhorst, the Customer is bound by Bronkhorst's order confirmation, unless the Customer notifies Bronkhorst In Writing no later than five (5) days after the date of the order confirmation that the order confirmation does not correspond to the order and that the Customer objects to the same.
- 4.8. After an Agreement is established in accordance with Clause 4.3, the Customer is not authorised to (unilaterally) cancel such Agreement, regardless of whether performance of the Agreement has commenced or not. Cancellation of an Agreement can only take place if (i) Bronkhorst and the Customer agree In Writing on the cancellation conditions, including the cancellation costs, and (ii) in the opinion of Bronkhorst, full compliance with such cancellation conditions has been met.
- 4.9. Bronkhorst reserves the right to change the manufacturing, material selection and specifications of the Product to reflect current state of the art or if required by any applicable statutory or regulatory requirement, provided that these changes do not conflict with the Order and do not adversely affect the form, fit and function of the Product.
- 4.10. Bronkhorst shall use reasonable endeavours to keep spare parts of any delivered Products in stock for five (5) years after Delivery.

Clause 5. Delivery of Products

- 5.1. Unless Bronkhorst and the Customer explicitly agree otherwise in the Agreement regarding the terms of Delivery, the Delivery of Products shall be made ex works (EXW), as defined in the Incoterms® 2020, at the address of Bronkhorst. The Products

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will be packaged according to Bronkhorst's standard packaging procedure, unless otherwise agreed upon in the Agreement.

- 5.2. Unless otherwise agreed in Writing, the Customer must collect Products within five (5) working days of Delivery at the address specified in the Agreement. If the Customer fails to collect the Products within five (5) working days of Delivery, Bronkhorst is entitled to charge a reasonable fee for storage and management of the Products.
- 5.3. Any dates quoted for delivery of Products and/or Software are approximate only and time is not of the essence. The Customer shall provide Bronkhorst with all information, instructions and co-operation relevant to the supply of the Products and/or Software. Bronkhorst in no case guarantees any delivery dates: a delivery period agreed upon between the Customer and Bronkhorst always serves as delivery date estimate and not as a firm deadline, whereby exceeding of this delivery period shall never lead to a default by Bronkhorst and/or any liability of Bronkhorst.
- 5.4. Bronkhorst has the right to deliver the ordered Products in instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5.5. Before Delivery, the Products will be inspected and tested by Bronkhorst according to the standard inspection and test procedure of Bronkhorst or that of the relevant manufacturer. Any additional tests or inspections or provision of test certificates and/or detailed test results required by the Customer are subject to prior Written agreement by Bronkhorst and, unless otherwise agreed, take place at the expense of the Customer.
- 5.6. The Customer is responsible for the installation and assembly of the Products into their systems, machinery and equipment; such installation and/or assembly works are not part of Bronkhorst's Delivery obligations, unless explicitly agreed otherwise In Writing.
- 5.7. If a Site Acceptance Test (SAT) has been agreed, the Customer must conduct the SAT in accordance with the SAT criteria agreed In Writing as soon as possible following the Commencement Date, but in any case within thirty (30) days of Delivery. After the SAT is successfully completed, the Customer shall sign an acceptance statement and send the same to Bronkhorst without delay. If the Customer puts the Product into (commer-

cial) use before a successful SAT is conducted, then the Product is deemed to have been accepted by the Customer and to comply with the Agreement.

- 5.8. If during the SAT it is found that the Product deviates from the technical specifications or any agreed SAT criteria, the Customer must promptly, but no later than five (5) days after the execution of that SAT, notify Bronkhorst in Writing, accompanied by adequate justification and documentation relating to the deviation.
- 5.9. If the Customer has not sent an acceptance statement to Bronkhorst within the term stated in Clause 5.7, or if the Customer has not reported a deviation to Bronkhorst within the term stated in Clause 5.8, then the Product is deemed to have been accepted by the Customer and to comply with the Agreement.
- 5.10. To the extent that it becomes apparent during an SAT that progress is hindered due to a SAT criterion not being met, Bronkhorst and the Customer will mutually agree in Writing on an extension of the testing period.

Clause 6. Test Delivery

- 6.1. A Test Delivery is a Delivery of Products for testing, trial or inspection purposes, such as prototypes, samples or 0-series. These General Terms and Conditions are applicable to a Test Delivery.
- 6.2. If Bronkhorst and the Customer agree on a Test Delivery in the Agreement, they will engage in discussions regarding the costs, technical specifications, test criteria and the procedures and protocols to be followed. The specific arrangements in this respect will be documented separately In Writing by Bronkhorst and the Customer before or at the time of the Test Delivery.

Clause 7. Services

- 7.1. Unless explicitly agreed otherwise In Writing, Services shall be provided by Bronkhorst in accordance with the fixed fee set out in the Agreement. In addition, Bronkhorst is entitled to charge the Customer for expenses incurred during the execution of the Services, such as inter alia transportation, travel and accommodation expenses.
- 7.2. If during or after Delivery of Services, it becomes apparent that work is required that has not been explicitly agreed upon in the Agreement, this will be considered as additional work. Bronkhorst will promptly inform the Customer of the necessity for additional work and provide as estimate of associated costs. The

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additional work will only be carried out after the Customer has agreed to it In Writing. The cost for the additional work will be calculated based on Bronkhorst's then applicable rates.

- 7.3. Bronkhorst shall supply the Services to the Customer in accordance with the Service specification set out in the Agreement in all material respects.
- 7.4. Bronkhorst shall use reasonable endeavours to meet any performance dates for the Services specified in the Agreement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.5. Bronkhorst reserves the right to amend the Service specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Bronkhorst shall notify the Customer in Writing in any such event.
- 7.6. The Customer is obliged to ensure that Bronkhorst can deliver the Services promptly, properly and safely to prevent Bronkhorst and/or its employees, agents, consultants and subcontractors from suffering injury or damage, including damages due to delays. In addition, Bronkhorst is entitled to suspend the execution of the Services if, in Bronkhorst's sole discretion, circumstances exist that pose a risk to the safety or health of Bronkhorst's employees, agents, consultants and subcontractors.
- 7.7. The Customer is liable to and indemnifies Bronkhorst and/or its employees, agents, consultants and subcontractors in full for any injury or damages incurred by Bronkhorst and/or its employees, agents, consultants and subcontractors due to violation of the provisions of this Clause 7 during the performance of the Agreement, and in particular during the provision of the Services.
- 7.8. Bronkhorst is entitled to reject a request for the provision of Services insofar such Services do not constitute Services that are to be performed under the warranty issued by Bronkhorst in Clause 10.

Clause 8. Price, billing and payment

- 8.1. All prices quoted and agreed are in pounds (£) and exclude VAT, import duties and other taxes. Unless otherwise set out in the Agreement, Bronkhorst is entitled to invoice after each Delivery or partial Delivery (as referred to in Clause 5.4) and/or on completion of the relevant Services.

- 8.2. Unless otherwise agreed in the Agreement, the Customer must pay each invoice within thirty (30) days of the invoice date. Bronkhorst reserves the right to request an advance payment or any other form of security in the event that the Parties agree to deviate from the standard payment terms as set out in this Clause. Time shall be of the essence in respect of payment.
- 8.3. Bronkhorst reserves the right, acting reasonably, to increase the prices agreed in the Agreement if, after the Commencement Date but prior to Delivery or performance of the Services, any (price) increase of five percent (5%) or more occurs in cost-determining factors (including supply or materials prices, delivery costs, import or export duties, wages, taxes, levies and/or the exchange rate of the Euro against foreign currencies).
- 8.4. In the event a payment is overdue, Bronkhorst (without prejudice to Bronkhorst's other statutory and contractual rights) is entitled to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 8.3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.5. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.6. Bronkhorst is at all times entitled to suspend its obligations to deliver Products, Services and/or Software under the Agreement until the Customer has made the advance payment referred to in Clause 8.2 or has provided the security referred to in Clause 8.2 (if applicable) or has otherwise made all payments due to Bronkhorst whether under the Agreement or otherwise.
- 8.7. Any recall action, warranty claim or other complaint about a Product does not affect the obligations of the Customer in respect of previous or future Deliveries and does not give the Customer the right to suspend payment of any amounts due to Bronkhorst.

Clause 9. Retention of title

- 9.1. Title to all Products remains with Bronkhorst until the earlier of:
 - (a) payment for all such Products (and any other Products which Bronkhorst has supplied to the Customer) having been made in full; and

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- (b) the Customer reselling the Products, in which case title to the Products shall pass to the Customer at the time specified in Clause 9.2.

9.2. Subject to Clause 9.3, the Customer is entitled to use or sell the Products delivered under retention of title in the normal course of its business, but it is not authorised to pledge or encumber these Products in any way. If the Customer resells the Products before making payment for the Products in full:

- (a) it does so as principal and not as Bronkhorst's agent; and
- (b) title to the Products shall pass from Bronkhorst to the Customer immediately before the time at which resale by the Customer occurs.

9.3. At any time before title to the Products passes to the Customer, Bronkhorst may:

- (a) by notice in writing, terminate the Customer's right under Clause 9.2 to resell the Products or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

9.4. Until title to the Products has passed to the Customer, the Customer shall:

- (a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Bronkhorst's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price on Bronkhorst's behalf from the date of delivery, and provide Bronkhorst with a copy of the insurance policy on written request;
- (d) notify Bronkhorst immediately if it becomes subject to any of the events listed in Clause 18.1(b) to (d); and
- (e) give Bronkhorst such information as Bronkhorst may reasonably require from time to time relating to (i) the Products and (ii) the ongoing financial position of the Customer.

9.5. If a third party (intends to) seize the Products delivered under retention of title or wishes to establish or enforce any rights thereon, the Customer must immediately notify Bronkhorst thereof In Writing and take sufficient measures to safeguard Bronkhorst's rights to the Products.

Clause 10. Warranty

10.1. Bronkhorst represents and warrants that, on Delivery and for a period of 36 months from Delivery each Product: (a) conforms in all material respects with the specification set out in the Agreement; and (b) is free from material defects in design, material and workmanship.

10.2. Bronkhorst does not represent and/or warrant:

- (a) that the Products, Software or Services comply with any laws and regulations other than applicable laws in the European Union and England and Wales. If the Customer requires any additional certificates, tests or inspections, this must be specified in the Agreement and the associated costs for the same will be payable in full by the Customer;
- (b) any application of the Products, Software or Services to a specific use other than that stated in the specification set out in the Agreement and, without limiting the aforesaid, Bronkhorst specifically does not represent or warrant the suitability of the Products for medical use (whether or not in connection with any other goods);
- (c) that the Products, Software or Services delivered by it will produce any particular result or are fit for purpose.

10.3. Bronkhorst warrants to the Customer that the Services will be provided using reasonable care and skill. The Customer's sole remedy for breach of the warranty set out in this Clause 10.3 shall be reperformance of the defective Services, provided that Bronkhorst only be liable for warranty claims notified to Bronkhorst in writing within 10 days of delivery of the relevant Services.

10.4. The Software, updates, maintenance, support and any other work provided by Bronkhorst regarding the Software are provided 'as is' and the Customer acknowledges and agrees that Bronkhorst provides no warranties with regard to the Software. For example, Bronkhorst does not warrant that the Software will be free of any error and will function without interruption or that any errors or bugs in the Software will be repaired or improved. The Customer is responsible for making any backups of its data and for ensuring the availability of a system that can take over

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the functions of the Software in case the Software is not functioning in whole or in part.

10.5. In the event of any breach of the warranty provided in Clause 10.1, following receipt of Written notice of breach from the Customer during the warranty period as set out in Clause 10.1, Bronkhorst shall, in its discretion, either replace or repair the relevant Product free of charge, or refund the price charged for it.

10.6. Regarding the replacement or repair of all or any part of the Product as referred to in Clause 10.5, Bronkhorst will be considered to comply with its obligation to replace or repair a defective Product by delivering a similar Product or part thereof, provided that such Product or part thereof meets the same, or at least comparable, technical specifications as the Product or part thereof being replaced, and Bronkhorst is only obligated to replacement if the substitute Product or part thereof is available on what Bronkhorst considers reasonable conditions and through reasonable channels.

10.7. All claims under the warranty specified in Clause 10.1 lapse:

- (a) upon expiry of a period of 36 months after Delivery of the Product, unless Bronkhorst performed any servicing or repair work under the warranty with regard to the Product or any part thereof during the last year of that period, in which case an additional warranty period of one (1) year applies to such works from the date of completion of such works;
- (b) if it concerns a Test Delivery, unless such Test Delivery is converted into a purchase of the delivered Product, in which case the warranty period of thirty-six (36) months as set out in Clause 10.1 commences at the time of Delivery of the Test Delivery;
- (c) if the Customer defaults on any payment to Bronkhorst or otherwise breaches any of its obligations under the Agreement;
- (d) if the defect in the Product arises from the fact that the Product was not used for the intended purpose and under the circumstances for which it was delivered (as set out in the specification in the Agreement), from improper use, improper maintenance, improper installation and/or assembly of the Product by the Customer into the Customer's systems, machines or equipment (for example contamination of the Customer's systems), normal wear and tear, or from any act or omission on the part of the Customer in violation of the (product) information, (product) recommendations,

(user and/or processing) instructions and/or (safety) instructions provided by Bronkhorst. Improper use also includes failure to store the Product correctly, resulting in, for example, contamination with dirt, moisture or otherwise;

- (e) if the Customer has made changes to the Product itself or through third parties;
- (f) to the extent Bronkhorst procured the Product or part thereof from a third-party manufacturer and Bronkhorst does not have (or no longer has) any warranty claim against that third party manufacturer; or
- (g) if the Customer fails to notify Bronkhorst In Writing of any defect within ten (10) days of discovering such defect.

Clause 11. Inspection on Delivery

11.1. The Customer is obliged to check the delivered Products upon receipt or immediately thereafter to determine whether the delivered Products conform to the Agreement. In particular, the Customer must check the Products for visible defects in terms of their being of good quality, undamaged and complete.

11.2. If the Customer discovers during the check referred to in Clause 11.1 that any delivered Product does not conform to the Agreement, the Customer must immediately cease using the Product and notify Bronkhorst of the non-conformity In Writing without delay, but no later than within ten (10) days following Delivery of the Product.

11.3. After the notification referred to in Clause 11.2, the Customer is obliged to follow Bronkhorst's instructions and provide all necessary cooperation for the proper and timely handling of the complaint by Bronkhorst, including granting access to the location where the Product is or was used, or returning at the Customer's costs the Product for examination purposes.

11.4. If the deadline specified in Clause 11.2 is exceeded, the Customer's sole remedy shall be under the warranty in Clause 10.

Clause 12. Liability

12.1. Nothing in the Agreement limits any liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any indemnities given by a party; or
- (d) any liability that legally cannot be limited.

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- 12.2.** Subject to Clause 12.1, Bronkhorst's total liability to the Customer in connection with the Agreement shall not exceed the total price paid under the Agreement.
- 12.3.** Subject to Clause 12.1, neither party shall be liable for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and indirect or consequential loss.
- 12.4.** Bronkhorst has given commitments as to compliance of the Products and Services with relevant specifications in these General Terms and Conditions. In view of these commitments, all other warranties and terms implied by law are, to the fullest extent permitted by law, excluded from the Agreement.
- 12.5.** The Customer must keep sufficient records to show which Products (and where applicable Software) sourced from Bronkhorst it delivers to which third parties and, in so far as possible, require its customers (i) to specify to whom they resell the Products, and (ii) to impose this same obligations on their customers as set out in this Agreement and (if applicable) the EULA. The Customer shall provide such records to Bronkhorst on Bronkhorst's reasonable request.
- 12.6.** Except where otherwise specified in these General Terms and Conditions, unless the Customer notifies Bronkhorst that it intends to make a claim in respect of an event within the notice period, Bronkhorst shall have no liability for that event. The notice period for an event shall start on the day on which the event giving rise to the claim occurred (as opposed to the Customer becoming aware of its having grounds to make a claim in respect of the event) and shall expire twelve (12) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.7.** This Clause 12 shall survive termination of the Agreement.

Clause 13. Indemnification

- 13.1.** The Customer shall indemnify, defend and hold Bronkhorst harmless, to the maximum extent permitted by law, from and against any and all third party claims, damages, liabilities, costs and expenses (including attorney's fees), arising from and/or related to the performance of the Agreement, the Products, Software or Services delivered by Bronkhorst, provided that and subject to Clause 13.2 the Customer may assert recourse claims against Bronkhorst with regard to such damages in case Bronkhorst is liable

towards the Customer with regard to the concerned third party claim under Clause 10 and Clause 12.

- 13.2.** If the damage is caused by a circumstance that can partly be attributed to the Customer, the Customer is always obliged to reimburse at least a proportional part of this damages. The Customer will be responsible for having adequate insurance for the risks referred to in this Clause 13.

Clause 14. Force Majeure Events

- 14.1.** Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.
- 14.2.** A Force Majeure Event is any event, circumstance or cause beyond a party's reasonable control.
- 14.3.** If the Force Majeure Event occurs when the Agreement has already been partly performed by Bronkhorst, the Customer will be required to keep that part of the Products that has already been delivered, to take receipt of and/or accept the Products already manufactured, and to pay Bronkhorst the purchase price for those Products. This obligation does not apply if the Customer demonstrates that those Products cannot (or can no longer) be used effectively due to non-delivery of the remaining part of the Products. If, due to the Force Majeure Event, Delivery of the remaining part is delayed by more than twelve (12) months, the Customer then has the right to terminate the Agreement in its entirety (including the part that has already been performed). In such a case the Customer is required (i) to return to Bronkhorst at the Customer's expense and risk the Products that have already been delivered or (ii) to reimburse Bronkhorst for the value of the Products that have already been delivered.
- 14.4.** If Delivery for the entire Agreement is delayed by more than three (3) months due to a Force Majeure Event, both Bronkhorst and the Customer are authorised to (partially) terminate the Agreement with regard to the part that has not been performed, without Bronkhorst and the Customer being obliged to compensate each other for any damages whatsoever. This is unless (i) it concerns a customised Product that has already been (partly) manufactured or assembled according to the Customer's specifications, or (ii) Products that, due to their nature, are irrevocably mixed with other products after delivery, in which case the Customer is not entitled to terminate the Agreement.

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Clause 15. Intellectual property rights

- 15.1.** Unless explicitly agreed otherwise in the Agreement, the intellectual property rights in the Products, the Software, the Bronkhorst Materials and all other things supplied by Bronkhorst to the Customer for the purpose of performing the Agreement, are owned by Bronkhorst or its licensors, regardless of whether the Agreement involves any Products manufactured or assembled by Bronkhorst (to order) in accordance with the Customer's specifications.
- 15.2.** The Customer will not be permitted, without Bronkhorst's Written permission, to use, remove or alter any indication of intellectual property rights, including copyright notices, logos, brands, trade marks and trade names or other distinguishing marks of Bronkhorst, in or on any Product or Software.
- 15.3.** If intellectual property rights are created during performance of the Agreement between Bronkhorst and the Customer, these rights belong to and vest in Bronkhorst on creation, unless explicitly agreed otherwise in the Agreement. In so far as the intellectual property rights become vested in the Customer by operation of law, the Customer shall immediately transfer those intellectual property rights to Bronkhorst and the Customer will provide all required cooperation to effect such transfer including executing such documents as are required for such transfer.
- 15.4.** The Customer and its end customers are granted the right on a non-exclusive basis to use the intellectual property rights incorporated in the Products and the Software solely to the extent necessary to use and in accordance with the respective technical specifications and instructions of the Products and the EULA with regard to the Software. Except as provided in the previous sentence, Customer has no express or implied rights or licenses to use the intellectual property rights incorporated in the Products and the Software and the right of use does not include the right to modify, configure or extend the intellectual property rights of the Products or the Software.

Clause 16. Software

- 16.1.** To the extent that Bronkhorst and the Customer enter into any EULA containing provisions that conflict with these General Terms and Conditions, the provisions of the EULA take precedence.
- 16.2.** The Customer may only use the Software for the purpose intended within the framework of the Agreement and/or the EULA.
- 16.3.** The Customer shall not:

- (a) reverse engineer, disassemble or decompile all or any part of the Software or otherwise attempt to derive or ascertain the source code or logic therein;
- (b) remove or circumvent any technical security measures;
- (c) use any plug-ins or extensions not distributed by Bronkhorst that enable modification of the Software.

- 16.4.** If general updates for the Software become available, Bronkhorst will make them available to the Customer. Bronkhorst is entitled to impose conditions for qualifying for an update. Bronkhorst is not obligated to update the Software and/or to correct any errors or bugs in the Software.

Clause 17. Confidentiality

- 17.1.** All non-publicly accessible information regarding the Customer and Bronkhorst, including but not limited to information regarding the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs and the Product(s), including all provided documentation, manuals and technical information regarding the Product(s), is considered confidential information. The Customer and Bronkhorst each undertake that it shall not at any time during the Agreement, and for a period of two (2) years after termination or expiry of the Agreement, disclose to any person any confidential information of the other party, except as permitted by Clause 17.2.
- 17.2.** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 17; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3.** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

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Clause 18. Termination

18.1. Bronkhorst may terminate the Agreement, without being obligated to any compensation for costs or damages and without prejudice to its other rights and remedies, with immediate effect by means of a Written notification to the Customer if:

- (a) the Customer commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in Writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

18.2. On termination of the Agreement:

- (a) the Customer shall immediately pay to Bronkhorst all of Bronkhorst's outstanding unpaid invoices and interest and, in respect of Products and Services supplied but for which no invoice has been submitted, Bronkhorst shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all Bronkhorst Materials and any Products which have not been fully paid for. If the Customer fails to do so, then Bronkhorst may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement; and
- (c) each party shall return or destroy all confidential information of the other party.

17.2 Termination of the Agreement shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

17.3 Any provision of the Agreement that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

18 Communications

18.1 Unless otherwise agreed, all communications concerning the Agreement and its performance must be made In Writing, in the case of email using the details set out in the Agreement.

18.2 Claims for performance and notices of default must be made In Writing by registered mail to the other party at its registered office explicitly stating what the other party is required to do and within what period of time.

19 Transferability of rights and obligations

19.1 The Customer cannot assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement and/or these General Terms and Conditions without the prior written consent of Bronkhorst.

19.2 Bronkhorst may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

20 General provisions

20.1 If a provision in these General Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement and/or these General Terms and Conditions. If any provision or part provision of the Agreement is deemed deleted under this 20 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

20.2 A waiver of any right or remedy is only effective if given in Writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

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- 20.3 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 20.4 The Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 20.5 Except as set out in these General Terms and Conditions, no variation of the Agreement shall be effective unless it is agreed In Writing and signed by the parties (or their authorised representatives).
- 20.6 Unless it expressly states otherwise, the Agreement does not give rise to any rights to third parties to enforce any term of the Agreement.

21 Applicable Law and Jurisdiction

- 21.1 This Agreement is governed by the law of England and Wales.
- 21.2 Any disputes arising in relation to the relationship(s) between Bronkhorst and the Customer that are governed by these General Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.