

1. General

- 1.1 Any delivery of goods and services by Rheonics as the seller to the customer ("Customer") shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made. The Customer's general terms and conditions that are inconsistent with the Terms and Conditions set forth herein shall only be applicable to the extent Rheonics has explicit approved in writing.
- 1.2 Any claims held against Rheonics may not be assigned to third parties.
- 1.3 The sale, resale and the disposal of goods and services including any associated technology or documentation may be governed by Swiss, EU, US export control regulations as well as by the export control regulations of further countries. Any resale of goods to embargoed countries or to denied persons or persons that use or may use the goods for military purposes, ABC weapons or nuclear technology is subject to an official license. Customer declares with his order the conformity with such statutes and regulations and that the goods will not directly or indirectly delivered into countries that prohibit or restrict the import of such goods. Customer declares to have obtained all licenses required for export and import.

2. Information, Consultancy

Information and consultancy in relation to Rheonics' goods and services is provided as deemed appropriate from existing experience. Any values quoted as part thereof, especially performance data, represent average values which have been determined through experiments under standard laboratory conditions. Rheonics cannot assume any commitment for its products to precisely meet the quoted values and areas of application. Section 10 of these Terms and Conditions governs any issues of liability. Our offerings are subject to change and non-binding, unless they are expressly marked as binding or contain a particular deadline for acceptance.

3. Prices

- 3.1 The prices apply for the scope of supply and services stated in the order confirmation. Any additional or special supply or service shall be invoiced additionally to the Customer.
- 3.2 Unless expressly otherwise agreed by us, all shipments by us shall require advance payment upon receipt of an invoice. In the event that we have agreed to payment after delivery, our invoices shall be due and payable by the Customer within 14 days upon receipt of the invoice, unless a longer payment period is stated in the invoice.
- 3.3 Unless otherwise expressly agreed, the prices are quoted ex works of the Rheonics Group company using these Terms and Conditions. The Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.
- 3.4 The Customer shall have no right of set-off or retention, except to the extent that the counterclaim has not been disputed by us or been determined by a final and binding decision.
- 3.5 In case of custom product or unavailability of credit facility for the customer, the payment terms shall be payment in advance unless explicitly specified otherwise.

4. Delivery

- 4.1 Any time period relevant to determine the date of dispatch pursuant to this § 4 (as specified by us when the order is made or as otherwise agreed upon) shall begin (a) if advance payment has been agreed, upon receipt by us of the full purchase price (including VAT and shipping costs) or (b) if cash on delivery or payment after delivery has been agreed, upon the conclusion of the sales contract.

- 4.2 The date of dispatch shall be such day on which the product is handed over by us to the carrier.

- 4.3 We are not liable for impossibility of delivery or for delays in delivery in so far as these have been caused by force majeure or other events which were not foreseeable at the time of concluding the contract (e.g. operating disruptions of all kinds, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, shortages of workforce, energy or raw materials, difficulties in procuring necessary official approvals, official measures or non-delivery or incorrect or late delivery by suppliers), for which we are not responsible. In so far as such events make it considerably more difficult or impossible for us to provide our supplies or services and the obstacle is not merely of a temporary duration, we are entitled to withdraw from the contract. In case of obstacles of a temporary duration, the terms for supplies and services will be extended or the delivery and completion deadlines will be postponed by the period of the obstruction plus an appropriate run-in period. In so far as the Customer cannot be expected to accept the supply or service as a result of the delay, he may withdraw from the contract by means of an immediate written notification to us.

- 4.4 Without prejudicing Rheonics' rights from Customer's default, delivery periods and dates shall be deemed to be extended by the period of time during which the Customer fails to comply with his obligations towards Rheonics. In case Rheonics does not comply with its obligations Rheonics shall only be liable for all types of damages in accordance with section 10 of these Terms and Conditions.

- 4.5 Rheonics reserves the right to carry out a delivery using its own delivery organisation.

- 4.6 Rheonics may perform partial deliveries and render partial services if such action would not unreasonably affect the Customer.

- 4.7 The Customer may rescind the contract after two unsuccessful grace periods unless the hindrance is merely temporary in nature and a delay would not unreasonably affect the Customer.

- 4.8 Any contractual or statutory right of a Customer to rescind the contract, which the Customer fails to exercise within a reasonable period of time set by Rheonics, shall be forfeited.

5. Shipment, Insurance and Passing of Risk

- 5.1 Unless otherwise expressly agreed, we shall be free to determine the appropriate mode of shipment and to select the carrier at our reasonable discretion.

- 5.2 We shall only be obliged to properly and timely deliver the product to the carrier and shall not be responsible for any delays caused by the carrier. Any transit times specified by us shall therefore only be non-binding estimates.

- 5.3 The risk of accidental destruction, damage or loss of the delivered product shall pass to the Customer upon the delivery of product by us to the carrier.

- 5.3 If the Customer defaults in accepting, Rheonics shall be entitled to claim refund of any expenditure associated therewith and the risk of accidental deterioration, loss and destruction shall pass to the Customer.

- 5.4 The consignment will only be insured by us against theft, breakage and transport, fire and water damage, or other insurable risks, on the express wish of the Customer and at his costs.

6. Payment

- 6.1 Payment shall be made in full within 30 days from the date of the invoice. Payment shall be considered to have been made on the day the payable sum is received by Rheonics. Bills of exchange and cheques shall not be deemed payment until after they have been honoured and will be accepted without any obligation to make timely presentation and timely protest.
- 6.2 Customers may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.
- 6.3 Any of Rheonics' receivables shall be immediately payable in the event of a default in payment, a notice given in protest against a bill of exchange or suspension of the Customer's payments, independent of the term of the bills of exchange which may have already been accepted. In any of these aforementioned cases, Rheonics shall also be able to perform remaining deliveries only against advance payment or provision of security, and, if no such advance payment is made or security provided within a two-week time period, to cancel the contract without fixing another extension term. This shall not affect any further claims.

7. Retention of Title and Resale

- 7.1 Delivered goods shall fully remain property of Rheonics (goods sold subject to retention of title) until all receivables, on whatever legal grounds, have been fully paid up.
- 7.2 The Customer shall not be entitled to resell any products delivered by us which still are under retention of title, except with our prior written consent.
- 7.3 If a third party takes possession of the reserved goods, in particular by distraint, the Customer will immediately point out our ownership to it and inform us of this, in order to allow us to implement our rights of ownership.
- 7.4 If, in the event of behaviour by the Customer contrary to the contract – in particular late payment – we withdraw from the contract (case of recovery), we are entitled to demand the reserved goods.

8. Software Rights

- 8.1 Software programs will fully remain the property of Rheonics. No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by Rheonics, nor may they be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for safety purposes.
- 8.2 The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product, for which such software is intended. For programs and documentation created and delivered at the Customer's request, Rheonics shall grant that Customer single end user licences for non-exclusive non-assignable exploitation.
- 8.3 Typically, no source programs are provided. This shall require a special written agreement in each particular case.

9. Warranty

- 9.1 The goods claimed to be defective shall be returned to Rheonics for examination in their original or equivalent packaging. Rheonics shall remedy defects if the warranty claim is valid and within the warranty period. It is at Rheonics' discretion whether Rheonics remedies the defect by repair or replacement. Rheonics shall only bear the costs necessary to remedy the defect.
- 9.2 The items supplied are to be carefully inspected immediately after their delivery to the Customer or to the third party specified by it. They are considered to have been approved by Customer if no written notice of defects is

received by us with respect to apparent defects or other defects which were identifiable during an immediate, careful inspection within seven working days after delivery of the item supplied. With regard to other defects the items supplied are considered to have been approved by Customer if no written notice of defects is received by us within seven working days of the discovery of the defect or, if earlier, the time when the defect was recognisable for the Customer during normal use of the item supplied without closer inspection. On our request the item of supply to which the complaint relates is to be sent back to us carriage paid. If the notice of defects is justified, we will reimburse the costs of the cheapest method of dispatch; this does not apply in so far as the costs rise because the item of supply is located somewhere other than the place of use as determined.

- 9.3 In case of material defects of the items supplied we are initially obliged and entitled to repair them or supply replacements according to our choice, which is to be made within an appropriate period. In the event of failure, i.e. repair or replacement supply is impossible or unreasonable or in case of refusal or inappropriate delay, the Customer may withdraw from the contract or reduce the purchase price appropriately.
- 9.4 If a defect is caused by our fault, the Customer may demand compensation under the conditions stipulated in § 8.
- 9.5 The warranty shall not apply in cases the Customer modifies the item supplied without our approval or allows this to be done by third parties and the remedying of the defect is made impossible or unreasonably harder because of this. In each of these cases the Customer shall bear the additional costs of remedying defects caused by the modifications. Furthermore, the warranty shall not apply in cases the Customer opens the item supplied or removes or damages existing seals without our approval, unless the opening of the item supplied is necessary for its intended use or the Customer proves, that the opening of the item supplied or the removal or damaging of the seal has not caused or intensified the defect.
- 9.6 A supply of used items agreed in individual cases with the Customer is done under exclusion of any warranty.
- 9.5 Any rights of the Customer to receive damages or compensation shall be governed by the provisions in section 10 of these Terms and Conditions.
- 9.6 Specifications of Rheonics' goods, especially pictures, drawings, data about weight, measure and capacity contained in offers and brochures are to be considered as average data. Such specifications and data shall in no way constitute a quality warranty but merely a description or labelling of the goods.
- 9.7 Unless limits for variations have expressly been agreed in the order confirmation, such variations shall be admissible that are customary within the trade.
- 9.8 Rheonics shall not accept any liability for defects in the goods supplied if they are caused by normal wear and tear. The Customer shall have no rights against Rheonics in respect of defects in goods sold as lower-class or used goods.
- 9.9 Any warranty shall be void if operating or maintenance instructions are not observed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with the original product specifications by Rheonics, unless the Customer can show that the defect in question resulted from another cause.

9.10 Provided that the Customer is a merchant, the Customer shall be obliged to notify defects to Rheonics in writing or via fax.

9.11 The limitation period for claims for defects shall be 12 months. This shall not apply to Customer's claims for damages based on damages of body or health caused by a defect for which Rheonics is responsible or claims for damages based on intentional or grossly negligent conduct by Rheonics.

10. Limited Liability

10.1 Our liability for damages, regardless of the legal grounds but in particular due to impossibility, delay, defective or incorrect delivery, contractual infringement, infringement of duties during contract negotiation and action in tort is, to the extent that it depends on our fault in each case, limited in accordance with this section 10.

10.2 We are not liable in the case of simple negligence of our bodies, partners entitled to act as representatives, statutory representatives, employees or other vicarious agents, unless essential contractual obligations are breached. Considered essential to the contract are the obligations for prompt delivery and installation of the delivery item, its freedom from defects, which do not only marginally affect the function or usage, as well as duties of consultation, protection and care, which shall enable the Customer's use of the delivery item in accordance with the contract or which serve the purpose of protecting the life and limb of the Customer or its personnel or the Customer's property against considerable damage.

10.3 In so far as we are liable for damages on the grounds of and in accordance with section 10 subsection 2, our liability is limited to damage which we have foreseen when concluding the contract as a possible consequence of a contractual infringement or which, under consideration of the circumstances, we should have foreseen by applying due care and attention. Furthermore, indirect damage and consequential damage resulting from defects of the delivery item are only subject to compensation in so far as such damage is typically to be expected when using the delivery item for its intended purpose.

10.4 The limitation period for claims against Rheonics – based on whatever legal ground – shall be 12 months (24 months in case Customer is a consumer) from the date of delivery to the Customer and in case of tortious claims, 12 months (24 months in case Customer is a consumer) from the date the Customer becomes aware or could have become aware of the grounds giving rise to a claim and the liable person, had the Customer not been grossly negligent. The provisions in this clause shall neither apply in cases of intentional or gross negligent breaches of duty nor shall they apply in cases referred to in section 10.3 of these Terms and Conditions.

10.6 The liability of Rheonics for software supplied by Rheonics shall be limited to liability for losses or alteration of data caused by the program; however, Rheonics shall not be liable for any losses or alteration of data which could have been avoided by the Customer's compliance with its duty to secure such data at appropriate intervals and at least once per day.

10.7 The above liability exclusions and limitations apply to the same extent in favour of our bodies, partners entitled to act as representatives, statutory representatives, employees or other vicarious agents.

10.8 In so far as we provide technical information or act as an adviser and this information or advice is not part of the contractually agreed scope of services owed by us, this is done free of charge and with the exclusion of any liability.

11. Industrial Property Rights, Copyrights

11.1 In the event of claims against the Customer because of breach of an industrial property right or a copyright in using deliveries or services supplied by Rheonics in accordance with the contractually defined manner, Rheonics shall be responsible to obtain the right for the Customer to continue

using such deliveries or services, provided that the Customer gives immediate written notice of such third-party claims and Rheonics' rights to take all appropriate defensive and out-of-court actions are reserved. If, despite such actions, it proves impossible to continue using the deliveries or services supplied by Rheonics under reasonable economic conditions, it shall be understood as agreed that Rheonics may, at the discretion of Rheonics, modify or replace the particular delivery or service for removal of a legal deficiency, or take back such delivery or service with refunding of the sales price previously paid to Rheonics less a certain deduction to account for the age of the delivery or service in question.

11.2 The Customer shall have no further claims alleging infringement of industrial property or copyrights provided Rheonics has neither violated essential contractual duties nor intentionally or grossly negligently breached contractual duties. Rheonics shall have no obligations in accordance with section 11.1 in case breaches of rights are caused by exploiting the deliveries or services supplied by Rheonics in any other manner than contractually defined or by operating these together with any other than Rheonics deliveries or services.

12. Disposal

12.1 Customer is obliged to closely observe the documents accompanying the goods and to ensure the correct disposal of the goods in accordance with the applicable law.

12.2 In case Customer is a merchant, Customer shall be obliged to dispose the goods at its own costs. Customer shall be obliged to transfer this obligation on the purchaser of the goods or parts thereof in case of a resale of the goods. In case the Customer is a consumer the statutory provisions regarding disposal of waste shall apply.

12.3 The Customer is granted the non-exclusive right to use any software delivered with the product for use in connection with the product.

12.4 The Customer shall have no right to make copies of the software, except for the purpose to use the software pursuant to section 12 subsection 3 or for back-up purposes.

12.5 The Customer may transfer his rights to the software to any third party only if at the same time title to the relevant product (in particular, a hardware product) is transferred to such third party and the Customer does not retain any copy whatsoever of the software.

12.6 Unless expressly agreed otherwise, we are not obliged to make the source code of the software available.

12.7 All results of our development services remain our intellectual property. This also includes inventions, ideas, concepts, designs and improvements - irrespective of whether or not they are patentable or protected by law. Unless expressly otherwise agreed, remunerations for development services do not include the transfer of industrial property rights or copyrights to the Customer.

12.8 Claims of the customer related to infringements of industrial property rights shall be excluded, insofar as the Customer is responsible for the infringements or insofar the infringements of industrial property rights were caused by special requirements stipulated by the Customer, by any use not foreseeable by us, by changes made by the Customer to the delivery or by the use of the delivery items in connection with other items not delivered by us.

13. Confidentiality and Data Protection

13.1 Unless otherwise expressly stipulated in writing, no information provided to Rheonics in connection with orders shall be regarded as confidential, unless their confidential nature is obvious.

General Terms and Conditions of Sale

Rheonics GmbH, Technoparkstr.2, Winterthur, CH-8406, Switzerland
As per 27th September 2019

- 13.2 Rheonics points out that personal data in relation to the contractual relationship may be stored by Rheonics and may be transferred to companies associated with Rheonics in the Rheonics Group.
- 13.3 We may save and process any data relating to the Customer, to the extent necessary for the purpose of the execution and implementation of the sales contract and as long as we are required to keep such data in accordance with applicable law.
- 13.4 We shall not make available any personal data of the Customer to other third parties without the express consent of the Customer, except to the extent that a disclosure is required under applicable law.

14. Applicable Law and Competent Courts

- 14.1 The place of jurisdiction, provided that Customer is a merchant, a legal person under public law or a special fund under public law, shall be the place of business of the Rheonics Group company using these Terms and Conditions. However, Rheonics may also take legal action against Customer at Customer's place of business.
- 14.2 Governing law shall be the law of Switzerland with the exclusion of the international conflict of laws provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that Customer is a merchant, a legal person under public law or a special fund under public law.
- 14.3 Should any of the clauses of these Terms and Conditions be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.