

General Terms and Conditions of Sale, Delivery and Payment

of PROMECON process measurement control GmbH; Steinfeldstraße 5, 39179 Barleben; Germany, AG Stendal (Stendal local court, commercial register) HRB 108991 (hereinafter referred to as PROMECON)

I. General provisions – Scope

- 1) All quotes, deliveries, and services provided of PROMECON shall be made exclusively on the basis of these Terms and Conditions, irrespective of whether PROMECON manufactures the delivery item or purchases it from suppliers.
- 2) These General Terms and Conditions of Sale, Delivery and Payment shall apply exclusively. Any conflicting or deviating general terms and conditions of the Buyer shall be expressly rejected.
- 3) These General Terms and Conditions of Sale and Delivery shall not apply to consumers.
- 4) Transmission by fax or remote data transmission shall be deemed to satisfy the written form requirement within the meaning of these Terms and Conditions.

II. Description of services

The specifications contained in the contractual description of services shall comprehensively and conclusively determine the properties of the delivery item. Public statements made by PROMECON, its suppliers, assistants or third parties (e.g., representations of product properties in public) shall not constitute descriptions of the delivery item that supplement or modify the service specification. The German version of the description of services shall be authoritative; PROMECON shall not be liable for translation mistakes.

III. Quotes and conclusion of contract

- 1) All quotes are subject to change unless PROMECON indicates that they are binding. This shall also apply if PROMECON provides brochures, technical documentation, other product descriptions or documents, including electronically. PROMECON shall be entitled to the property rights and copyrights to such documents and documentation. They may only be made accessible to third parties with PROMECON's prior consent.
- 2) Orders shall only be legally binding after written order confirmation issued by PROMECON.
- 3) PROMECON shall be entitled to withdraw from the contract if PROMECON does not receive the delivery item despite the prior conclusion of a corresponding purchase contract; this shall not affect PROMECON's liability for willful intent or negligence. PROMECON shall inform the Buyer immediately of the non-timely availability of the delivery item and, if PROMECON intends to withdraw from the contract, shall exercise the right of withdrawal immediately; in case of withdrawal, PROMECON shall reimburse the Buyer for the corresponding service without any undue delay.
- 4) Orders transmitted to PROMECON electronically shall be deemed to have been received only after they have been retrieved and opened by PROMECON. For orders placed electronically, the Buyer waives its right of receiving a confirmation of the receipt of the order.

IV. Prices

- 1) Unless otherwise agreed, prices applicable at the time of the conclusion of the contract shall apply to delivery ex works, excluding packaging, freight, transfer, insurance, customs duties plus any statutory sales tax applicable at the time. If, after the conclusion of the contract, costs such as raw material prices, increase beyond PROMECON's control by more than 10%; for deliveries due later than four months after the conclusion of the contract PROMECON shall be entitled to charge the prices applicable on the day of delivery.
- 2) The deduction of discounts shall require a special written agreement.
- 3) The minimum order value for deliveries within Germany shall be EUR 150.00. If an order does not reach this amount, PROMECON shall be entitled to invoice the minimum order value. For deliveries abroad, a minimum order value of EUR 250.00 shall apply. Orders from abroad below the minimum order value shall not be accepted.
- 3) PROMECON shall be entitled to charge a price deviating from the original price in case of changes or additions to products delivered by PROMECON and agreed after the conclusion of the contract, in case of documents or calculations requested by the Buyer exceeding the original scope of the contract, and in case of translations into a language other than German made at the Buyer's request, provided that the Buyer has been informed thereof in an appropriate manner prior to the agreement on the change or addition.
- 4) PROMECON shall be entitled to claim reasonable compensation from the Buyer for expenses actually incurred by PROMECON prior to the conclusion of the contract with regard to the conclusion of the contract (e.g., cost estimates, calculations, technical specifications). This shall also apply if a contract is not concluded.
- 5) If PROMECON takes back goods without any legal obligation and as a gesture of goodwill, PROMECON shall be entitled to a restocking fee amounting to 15% of the value of the goods, but in any case, not less than EUR 150.00.

V. Terms of payment

- 1) Unless otherwise agreed, PROMECON shall make deliveries exclusively against advance payment.

- 2) PROMECON shall issue invoices for its services. Invoices must at least comply with the tax regulations of the European Union and, if such regulations do not exist, with the tax regulations of the Federal Republic of Germany and shall be payable within 10 days from the date of the invoice.
- 3) The Buyer shall be obliged to check invoices issued by PROMECON upon receipt and notify PROMECON immediately in writing or by fax of any objections. This notification shall be deemed to have been made without any undue delay if it is issued within eight (8) business days from the date of the invoice; the date of receipt of the notification by PROMECON shall be decisive. Any objection to the invoice by the Buyer shall only cause a new payment period to commence pursuant to sentence 2 if it concerns the minimum requirements of the invoice.
- 4) If the payment deadline is exceeded, the Buyer shall be in default without any further reminder. If the Buyer is in default, PROMECON has the right to charge interest at a rate of nine (9) percentage points above the base rate of the German federal bank. PROMECON reserves the right to claim further damages caused by default. PROMECON shall charge a fee of EUR 40.00 for the second and each further reminder. The costs of legal action shall be borne by the Buyer.
- 5) PROMECON shall be entitled to assign its claims for payment against the Buyer to third parties for the purpose of factoring without requiring the Buyer's consent.
- 6) If PROMECON becomes aware of circumstances indicating any deterioration of the financial situation of the Buyer after the conclusion of the contract, in particular if the Buyer fails to pay due receivables, PROMECON shall be entitled to refuse performance in accordance with statutory provisions and, if necessary, to withdraw from the contract after having set a grace period (Sec. 321 of the German Civil Code). In cases where custom-made, individual products are concerned, PROMECON may declare its withdrawal immediately; applicable statutory provisions governing the dispensation of a grace period shall remain unaffected.
- 7) In the event of insolvency or an inability to pay or if an application for the opening of insolvency proceedings has been filed against the assets of the Buyer, PROMECON shall be entitled to immediately withdraw from any and all contracts that have not yet been performed.
- 8) If there are any outstanding payment claims resulting from the business relationship, PROMECON may refuse further deliveries of goods until the Buyer has settled all payments due.
- 9) The Buyer shall only be entitled to offset and retain payments if the counterclaim is undisputed or has been finally determined by a court of law. Furthermore, the Buyer shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contract; any rights of retention resulting from counterclaims from other contractual relationships in the scope of the business relationship shall be excluded.
- 10) Any third-party assignment of claims the Buyer has against PROMECON shall only be permissible with PROMECON's prior consent.

VI. Delivery time, delivery delays

- 1) Delivery dates shall be agreed individually or stated by PROMECON when confirming the order. Delivery deadlines and dates shall refer to the time when delivery items are handed over to the forwarding agent, carrier or other third parties commissioned with the transport of the goods, provided that the parties agreed on the delivery item being shipped. Delivery dates shall only be deemed to be fixed purchase dates if PROMECON expressly confirms them as such.
- 2) Unless otherwise agreed, delivery periods shall commence on the date of order confirmation, but not before the Customer has duly and properly fulfilled its obligations, in particular not before the Customer has provided the necessary permits, approvals or before receipt of any compensation invoiced in advance or any agreed advance payment. PROMECON must be informed of any and all technical specifications and other special customer requests, in particular with regard to the transfer of any documents and forms, before the order is confirmed. Subsequent additions shall be agreed separately, may determine new delivery dates and shall not justify any delay of any approval to be issued by the Customer that may be required.
- 3) If PROMECON is prevented from fulfilling its obligations due to unforeseen circumstances of force majeure beyond its control (as defined in Sec. XI (5)) which could not have been avoided despite reasonable care, the delivery period shall be extended by the duration of the impediment.
- 4) PROMECON shall reserve the right to plead non-performance of the contract.
- 5) The occurrence of a delivery delay shall be determined in accordance with applicable statutory provisions and shall in any case require a written reminder by the Customer.
- 6) Damages for a delay can only be claimed in the amount of any foreseeable damage in line with the contract. This shall not apply if the damage was caused by PROMECON intentionally or by gross negligence. The amount of the damage caused by the delay shall be limited to 0.5% of the order value per week and to a maximum of 5% of the order value in total.

VII. Delivery, shipping, transfer of risk

- 1) PROMECON shall deliver FCA (39179 Barleben, Germany, Steinfeldstraße 5), INCOTERMS® 2020 or in accordance with any other agreed INCOTERMS® clause.
- 2) PROMECON shall be entitled to make partial deliveries to the Buyer.
- 3) If the delivery item is shipped to the Buyer at the Buyer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon dispatch to the Buyer, at the latest upon leaving PROMECON's production site, irrespective of who bears the freight costs and whether the shipment is made from the place of performance.
- 4) The Buyer shall be responsible for taking back and disposing of any transport packaging and other packaging.

VIII. Retention of title

- 1) PROMECON shall retain title to the delivered goods until full payment of the purchase price and any ancillary claim.

- 2) PROMECON shall retain title to the goods vis-à-vis merchants until full payment of any and all claims resulting from the business relationship.
- 3) In the event that the delivery item or any new goods be sold, the Buyer hereby assigns to PROMECON as a precautionary measure its claim against its customer resulting from the resale including any and all ancillary rights, without any further special declarations being required. The assignment shall be valid including any balance claims. However, the assignment shall be limited to the amount corresponding to the price of the delivery item invoiced by PROMECON. The share of the claim assigned to PROMECON shall be satisfied with priority.
- 4) Despite any assignment, the Buyer shall be entitled to collect its claim against the Customer. PROMECON's right to collect the claim from the Customer shall only become effective if the Buyer fails to meet its payment obligations, upon the institution of insolvency proceedings, a protest of a cheque or bill of exchange or a seizure of the Buyer's property. Assigned outstanding payment received thereafter shall be immediately collected in a special account. In this case, the Buyer shall also be obliged to provide PROMECON with all information required for collection, to hand over the relevant documents, and to inform the debtor about the assignment. Furthermore, in this case the Buyer's right to resell or process the goods and to collect the outstanding amounts shall expire.
- 5) By processing the delivered goods together with goods owned by third parties, the Buyer shall not acquire ownership of the wholly or partially manufactured goods. In case of processing, mixing or combining the conditional commodities with other materials, PROMECON shall acquire co-ownership of the newly created item in proportion to the invoice value of PROMECON's conditional commodities, without any obligation on PROMECON's part in this respect. The Buyer shall store free of charge any and all items that PROMECON co-owns. Should the retention of title expire due to any circumstances, Seller and Buyer already agree that title to the items shall pass upon processing to the Seller who shall accept the transfer of title.
- 6) If the Buyer combines the delivery item or the new goods with real property, it shall also assign its claim to which it is entitled as remuneration for the combination in the amount corresponding to the price of the delivery item invoiced to PROMECON, without any further special declarations being required.
- 7) The Buyer may neither pledge the conditional commodities nor assign them as collateral. In case of seizure or attachment, the Buyer shall immediately inform PROMECON and provide any and all information and documents so that PROMECON can assert its rights. Persons entitled to seizure, enforcement officers, insolvency administrators or other third parties shall be informed of PROMECON's property rights.
- 8) If the Buyer meets its payment obligations by handing over cheques or bills of exchange, PROMECON's property rights shall remain in force until PROMECON can no longer be held liable with regard to these means of payment.
- 9) In the event that the Buyer violates its obligations, in particular in case of default, PROMECON shall be entitled, even without setting a grace period, to demand the surrender of the delivery item or the new goods and/or – if necessary, after setting a grace period – to withdraw from the contract; the Buyer shall be obliged to surrender the goods. In order to assert the right of retention of title, it shall not be necessary to withdraw from the contract. By demanding the return of the delivery item / the new goods, PROMECON shall not declare its rescission of the contract unless expressly stated.
- 10) Any and all rights to which PROMECON is entitled under any collateral agreement, in particular ownership by way of security and reserved ownership in any shape or form, shall be transferred to a factoring company in the event that PROMECON assigns such claims to such factoring company.

X. Warranty

- 1) The contractual properties of the goods shall be exclusively determined based on the specifications listed in PROMECON's order confirmation.
- 2) The suitability of the goods for the Buyer's intended purposes shall not be tied to the properties of the goods. The contractual agreed properties of the goods shall cover customary and minor technically unavoidable deviations, wear and tear inherent in the nature of the goods, deviations from the quality (color and shape) described in brochures or similar representations or in offers, insofar as they result from the natural irregularity of the materials used. Such deviations do not constitute a defect. In case of defects which do not or only insignificantly affect the value of the delivered item, the Buyer shall not derive any warranty rights. The information contained in brochures, price lists, catalogs, and advertisements issued by PROMECON as well as in the quotation documents, including drawings, images, technical data, etc., shall not be binding and shall not release the Buyer from the obligation to examine the goods in terms of their suitability for the intended purpose. The aforementioned information and documents shall only become part of the contract if PROMECON expressly confirms them as being binding.
- 3) To enforce its warranty claims, the Buyer must immediately inspect and notify PROMECON of any defective goods. The Buyer shall inspect the goods for any defects or damage immediately after delivery. Failure to inspect the goods shall be at the expense of the Buyer. If a defect or damage becomes apparent during the inspection or later, PROMECON must be notified immediately in writing or by fax. Such notification shall be deemed to have been made without any undue delay if it is made within ten (10) business days after the passing of the risk, with the date of receipt of the notification by PROMECON being decisive. Irrespective of the duty to examine and give notice of defects, obvious defects as well as wrong or short deliveries must be notified immediately in writing or by fax. If the Buyer fails to duly inspect the goods and/or to notify PROMECON in due time, PROMECON shall not be liable for any defect not notified.
- 4) PROMECON reserves the right to deviations customary in trade with regard to the dimensions of the delivery items specified in the Buyer's order, unless exact compliance with the dimensions has been expressly warranted or agreed.
- 5) The Customer may only assert claims regarding any assumed suitability if it has been expressly agreed.
- 6) If the goods are defective at the time of the passing of risk, PROMECON may, at its own discretion, repair or replace the defective goods or replace unusable parts with non-defective parts free of charge within ten days after receipt of the goods. Any return of defective goods to PROMECON shall require PROMECON's prior written consent. The return shipment must be packed properly and securely for transportation at the Buyer's expense. Even in case of justified notices of defects,

PROMECON shall not reimburse any costs incurred due to the lack of coordination between the contracting parties pursuant to sentence 2 of this section.

- 7) If a notice of defect is unfounded, the Buyer shall reimburse PROMECON for any and all expenses incurred in dealing with such notice of defect.
- 8) In case of a defect, PROMECON shall initially be entitled to remedy the defect by repairing it. After two unsuccessful attempts to remedy a defect or in the event of the unsuccessful expiry of a reasonable grace period set by the Buyer for the repair, the Buyer may rescind the contract or reduce the amount of consideration due.
- 9) The Buyer shall give PROMECON the necessary time and opportunity to assert its claims and, in particular, hand over the defective goods for inspection purposes.
- 10) If the Buyer modifies instruments, devices, software, and parameter sets without PROMECON's help, PROMECON shall be released from any liability.
- 11) Warranty claims for defects for which PROMECON is not responsible shall be excluded to the extent that they extend beyond repair or subsequent delivery.
- 12) Warranty claims shall be excluded in case of insignificant deviations from the agreed quality, in case of natural deterioration, in case of damage occurring after the passing of risk due to faulty or negligent handling, in case of improper use, faulty assembly, natural wear and tear, and improper maintenance.
- 13) The statutory limitation period for warranty claims enforced by the Customer shall be twelve (12) months after the passing of risk.
- 14) PROMECON shall not be obliged to keep and deliver spare parts beyond the warranty period or any warranty period exceeding the warranty period, unless the parties have agreed on a separate spare parts warranty.
- 15) PROMECON is certified according to DIN EN ISO 9001:2015 and ISO 45001:2018. Additional certification standards or quality guidelines shall only be complied with if agreed separately.
- 16) PROMECON's liability for disruption of operations, production downtime, loss of profit, loss of use, loss of contracts or any other consequential or indirect damage shall be excluded.

XI. Liability, limitation period

- 1) Unless otherwise provided in these Terms and Conditions including the provisions set forth in this section, PROMECON shall be liable for contractual and non-contractual breaches of obligations in accordance with statutory provisions.
- 2) Regardless of the legal ground, liability shall be limited to cases of intent and gross negligence. This excludes:
 - a. Damage resulting from injury to life and limb and health,
 - b. Damage resulting from any violation of essential contractual obligations (i.e., contractual obligations that need to be fulfilled for the proper execution of the contract and whose observance the Customer may customarily rely on).
In this case, however, liability shall be limited to compensation for any foreseeable damage in line with the contract. The limitations of liability under this clause shall not apply if PROMECON has fraudulently concealed a defect or given a warranty for the quality of the goods.
- 3) Liability under the Product Liability Act shall remain unaffected.
- 4) Unless PROMECON is liable for injury to life and limb or health or due to any intentional or grossly negligent breach of contractual obligations, all claims for damages against PROMECON shall become statute-barred one year after the statutory commencement of the limitation period.
- 5) PROMECON shall not be liable for any breach of contract or damage due to an uncontrollable and unforeseeable event (force majeure). Force majeure shall be deemed to include, but not be limited to, measures and action by authorities, weather conditions, unavailability of raw materials, industrial disputes, disruptions of PROMECON's own operations, disruptions of operations of carriers and subcontractors (to the extent that a replacement cannot reasonably be expected), disruptions of transport routes, war, insurrection, natural disasters, epidemics, pandemics, and infectious diseases.
- 6) PROMECON shall consider the effects of the Covid pandemic as well as its side effects as a case of force majeure, in particular with regard to the restriction or failure of PROMECON's production capacities or those of its suppliers or service providers, of transport options or other legal or factual conditions for the manufacture, supply, import or export or delivery of goods. If suppliers fail to deliver to PROMECON, PROMECON shall not be obliged to procure goods or services from other suppliers. PROMECON shall inform its customers about the expected delay to the extent that a delivery date can be determined.
- 7) PROMECON shall not be liable for sanctions and measures resulting from embargos.

XII. Spare parts

- 1) If PROMECON is obliged to deliver spare parts to the Buyer after the end of any serial supply with regard to any custom-made special parts or such items which were not or are no longer part of PROMECON'S range of products at the time the order was or is placed, PROMECON shall reject any binding prices for such spare parts stipulated by the Buyer. In particular, PROMECON shall not be obliged to continue to supply spare parts at the quoted price of any serial parts after serial supply has stopped. Prices for spare parts fixed in advance shall always be subject to an individual agreement between PROMECON and the Buyer.
- 2) PROMECON shall not be obliged to deliver any quantity of spare parts ordered by the Buyer. Rather, when ordering spare parts, the Buyer shall purchase and pay for a minimum quantity based on the production lot size of PROMECON's upstream suppliers.
- 3) Unless PROMECON has expressly undertaken to do so in an individual case, PROMECON shall not be obliged to oblige its suppliers to store and keep tools after the end of any serial supply.
- 4) If by express agreement PROMECON undertakes to keep stocks of spare parts in stock for a certain period of time, such stocks of spare parts shall bear interest at a rate of five (5) percent above the base rate per annum to compensate for any

and all costs incurred for keeping the parts in stock. The Customer shall be obliged to pay such interest on inventory annually by March 31 of the following year.

- 5) After expiry of any mandatory stock keeping period for spare parts, the Buyer shall be obliged to purchase and pay for all spare parts on stock. Alternatively, the Buyer may request PROMECON to scrap any stock and receive the proceeds of scrapping, less the costs of scrapping and any interest on inventory that has not yet been paid.

XIII. Patents, industrial property rights

- 1) Any patents, copyrights, and other intellectual property rights tied to the delivered goods and the associated documentation shall be observed by the Buyer, who shall be liable for any infringement of these rights. The rights referred to in sentence 1 may not be transferred unless the contracting parties enter into a separate agreement to this effect.
- 2) If PROMECON executes orders on the basis of drawings, sketches or other information provided by the Buyer, the Buyer shall bear any and all risk with regard to patent, design or trademark rights and indemnify PROMECON against any claims enforced by third parties for the infringement of such rights. The Buyer undertakes not to reproduce any items contained in PROMECON's delivery program.

XIV. Confidentiality

- 1) The Buyer warrants that documents provided to PROMECON for the delivery of custom-made products (in particular so-called special parts and parts of drawings) are free from any third-party property rights. In case of defects of title, the Buyer shall indemnify PROMECON against all corresponding claims by third parties, unless the Buyer is not responsible for such defect of title.
- 2) As a matter of principle, PROMECON shall not be obliged to check documents provided by the Buyer for correctness. PROMECON shall not be responsible for any product defects resulting from incorrect documents provided by the Buyer.
- 3) PROMECON shall be entitled to use documents provided by the Buyer for processing the inquiry and subsequently for fulfilling the contract concluded with the Buyer. For this purpose, the Buyer shall grant PROMECON the right to use the documents for any and all purposes tied to the performance of the contractual relationship without any restriction in time or space. In particular, PROMECON shall be entitled to pass on the documents to its sub-suppliers.

XV. Data protection

- 1) The Buyer permits PROMECON to collect, process and store data relating to himself to the extent and for as long as this is necessary for the execution and fulfilment of the contract and the business relationship or for as long as PROMECON is obliged to store such data in accordance with statutory provisions.
- 2) PROMECON reserves the right to transmit personal data of the Customer to credit agencies to the extent that this is necessary for the purpose of credit checks or the enforcement of claims.

XVI. Severability clause

Should any provision of these General Terms and Conditions of Sale and Delivery or any provision subsequently incorporated be or become invalid in whole or in part or should a gap in these General Terms and Conditions of Sale and Delivery become apparent, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced or the gap filled with an effective or enforceable provision that comes as close as possible to the legal and economic intent that the contracting parties had in mind or would have intended in line with the purpose of the contract if they had considered this point when concluding the contract.

XVII. Place of jurisdiction, place of performance, applicable law

- 1) The place of performance shall be PROMECON's place of business.
- 2) The place of jurisdiction shall be Barleben, Germany. PROMECON shall, however, also be entitled to bring charges against the Buyer at any other admissible place of jurisdiction, in particular at the place of the Buyer's registered office or where the Buyer's assets are located.
- 3) The law of the Federal Republic of Germany shall apply with the exception of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) and the conflict of law provisions.
- 4) The interpretation of the contract and these Terms and Conditions shall be determined by their meaning in the German language and within the scope the law of the Federal Republic of Germany.

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Registry court of Stendal HRB 108991

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