

STANDARD TERMS AND CONDITIONS OF SALE OF HOTTINGER BRÜEL KJAER GMBH

Valid as of August 2020

1. General

- 1.1 All products and related services supplied by Hottinger Brüel & Kjaer GmbH (hereinafter referred to as "HBK") shall be provided exclusively on the basis of and shall be subject to these Standard Terms and Conditions of Sale (hereinafter referred to as "Terms"). HBK hereby rejects any customer's terms and conditions, even if they relate to subject matters that are not regulated by these Terms, unless HBK has expressly agreed to such customer's terms and conditions in writing. If and to the extent to which any customer's terms and conditions contain provisions on matters that are not regulated by these Terms, only the relevant statutory provisions shall apply. These Terms apply, even if HBK carries out deliveries without reservation, while being aware of a customer's terms and conditions, which conflict with or derogate from these Terms.
- 1.2 These Terms shall only apply to business transactions with entrepreneurs (incl. companies), legal persons under public law or public-law special estates in terms of § 310 Subsection 1 of the German Civil Law Code (Bürgerliches Gesetzbuch "BGB").
- 1.3 These Terms will also govern all future transactions with the customer within the scope of an ongoing business relationship.
- 1.4 Performance of the contract shall be subject to the review of and compliance with the government export and import regulations (including any required permits). The customer shall provide any such required documents at the request of HBK.
- 1.5 All terms and definitions are to be understood in a gender-neutral manner.

2. Conclusion of Contract, Scope of Delivery

- 2.1 HBK's offers are not binding and subject to changes without notice. By placing an order, the customer will submit an offer in the legal sense. A contract shall not be deemed concluded until HBK accepts this offer by issuing a written order confirmation. HBK's order confirmation will govern the scope of its deliveries and services.
- 2.2 Notwithstanding Clause 2.1 the following provisions shall apply to the HBK online sales platform ("HBKshop"):
 - 2.2.1 Orders placed by the customer in the HBKshop represent an offer for conclusion of a purchase contract which must first be accepted by HBK with the transfer of an electronic order confirmation to the customer. The customer waives the receipt of a declaration of acceptance in accordance with § 151 sentence 1 BGB. The order confirmation will govern the scope of HBK's deliveries and services.
 - 2.2.2 The following ordering procedure shall apply to the HBKshop:
 - 1) The customer registers on the website or, if it is already registered, log on under its user account.
 - 2) The customer places the articles in the shopping cart.
 - 3) At the checkout, customer reviews its order data (invoice data, delivery data, payment method, order overview, order) for correctness.
 - 4) By clicking on the "Order Now"-button the customer submits an unconditional offer in the legal sense.
 - 2.2.3 Consumers in terms of § 13 BGB are barred from using the HBKshop.
- 2.3 All agreements between the customer and HBK for the purpose of executing the contract are recorded in writing in this contract. **HBK's sales employees are not generally authorised to enter into ancillary contracts or make representations, which go beyond the contents of the written contract.**
- 2.4 HBK reserves all proprietary rights and copyrights in the illustrations, sketches, calculations and any other documents; these types of documents may not be disclosed to third parties without the prior written approval of HBK. This shall also apply to documents which are not expressly designated as "confidential".
- 2.5 The customer agrees to comply with the respective applicable national, European and international anti-terrorism regulations as well as the national (German Foreign Trade Act (AWG)/German Foreign Trade Ordinance (AWV)) and European (at the time these Terms take effect: Dual-Use Council Regulation (EC) No 428/2009) export control regulations. In addition, the customer agrees to comply with US re-export laws (Export Administration Regulations (EAR)) and sanctions by the Office of Foreign Assets Control (OFAC) with respect to goods or technical data subject to these US regulations. If an export license is required to be obtained from the competent authorities pursuant

to the aforementioned regulations the customer shall apply for such a license autonomously and at its own expense and it shall notify HBK thereof.

3. Prices, Terms of Payment

- 3.1 Unless the order confirmation stipulates otherwise, prices are FCA HBK's manufacturing facility in Darmstadt, Germany, Incoterms 2010, and will include cardboard packaging and, where required, the costs of export clearance but exclude value added tax; VAT is stated in the invoice separately at the applicable rate at the date of the invoice. Shipping costs (Clause 4.1) and costs for special packaging will be billed separately. The customer shall bear any public charges such as possible customs duties, and – in so far as applicable – the respective copyright charge ("Urheberrechtsabgabe") according to the German Copyright Act ("Urheberrechtsgesetz").
- 3.2 Unless stipulated, otherwise in the order confirmation, payments shall be made net within 30 days of the invoice date without any deductions. With respect to orders via the HBKshop payments shall be made in accordance with the selected payment terms. Where the selected payment term is advance payment, HBK reserves the right to rescind the contract if it does not receive payment within 14 days from the date of the order confirmation. The statutory regulations concerning the consequences of default in payment shall apply.
- 3.3 HBK reserves the right to reasonably increase its prices to the extent necessary to cover costs that arose after conclusion of the contract as a result of increases in the salaries/ wages of its employees (e.g. on account of collective bargaining contracts) or increases in the cost of materials. Upon request, these increased costs will be disclosed to the customer. Conversely, HBK will pass on price reductions to the customer.
- 3.4 In case of instalment deliveries and instalment performances (Clause 4.7), HBK is entitled to issue instalment invoices.
- 3.5 If an instalment payment plan has been agreed, the entire outstanding invoice amount will become payable immediately if the customer defaults on the payment of one instalment.
- 3.6 The customer shall only have a right to set-off if its counterclaims are adjudicated or uncontested by HBK. The customer may exercise a right to withhold or refuse payment only if its counterclaims meet the same conditions and, in addition, its counterclaim is based on the same contract.
- 3.7 Payment will be deemed to have been effected when HBK has the funds at its disposal.
- 3.8 If and when HBK has assumed an obligation to make advance deliveries and subsequently information about circumstances according to which HBK's payment claim would be jeopardized by the customer's inability to perform come to HBK's attention, HBK has the right to either require the customer to provide a security within a reasonable period, of time or to demand that payment shall be made against delivery. If the customer does not comply with HBK's request, HBK shall, without prejudice to any statutory rights, be entitled to rescind the contract.

4. Delivery, Delivery Time and Transfer of Risk

- 4.1 Deliveries are made FCA (Free Carrier) HBK's manufacturing facility at Im Tiefen See 45, Darmstadt, Germany, Incoterms 2010. Unless the customer provides specific written instructions otherwise with its order, HBK shall arrange freight of the goods via an independent forwarder. Freight of the goods shall be at the customer's risk and the customer shall pay the shipping costs (based on the net order value).
- 4.2 The risk of loss of and/or damage to the goods shall pass to the customer when the delivery goods have been loaded – if required cleared for export – onto the provided means of transportation. The same shall apply in case of partial deliveries or if HBK has assumed additional obligations (e.g. shipping or assembly).
- 4.3 Unless otherwise agreed, delivery times indicated by HBK are non-binding. Even if and to the extent that delivery times have been communicated to the customer as being binding, HBK shall not be held liable for delays in delivery if the customer has failed to duly and fully comply with its obligation to cooperate, particularly as regards the clarification of technical and other issues. Insofar as dispatch has been agreed, the delivery periods and delivery dates refer to the date of the transfer to the freight forwarder, carrier or any other third party entrusted with the transport.

Valid as of August 2020

- 4.4 HBK shall not be liable for any delivery delays caused by force majeure or by other circumstances for which HBK is not responsible – such as natural disasters, plant disruptions, strikes, lawful lock-outs, raw material procurement difficulties, and government decrees. Supply difficulties and other defaults on the part of an upstream supplier of HBK shall also be considered as force majeure, provided, however, that the upstream supplier on its part, is prevented by force majeure from the performance incumbent upon it. Any agreed delivery period will be extended for the duration of the hindrance. If the hindrance lasts for more than one month, the customer shall – after expiration of a reasonable grace period – be entitled to rescind that part of the contract which has not yet been performed. In the aforesaid case HBK shall have the same right after another month from the occurrence of the delaying event. Benefits rendered by the customer are to be returned. Claims for damages shall be excluded.
- 4.5 If HBK is in default of delivery, the customer may only rescind the contract after a reasonable grace period set by the customer has lapsed unsuccessfully.
- 4.6 If the customer is found to be in default of acceptance or in breach of any other duty of cooperation, HBK will be entitled to claim compensation for any damages resulting from such failure including any additional expenses. HBK will be entitled to charge a lump-sum of 0.5 % of the invoice amount per month, up to a maximum of 6 % of the invoiced amount, for storing and maintaining the delivered goods or, alternatively, to claim compensation for the actual costs incurred. The risk of accidental destruction and accidental deterioration of the goods passes to the customer at the point in time when the customer is deemed in default of acceptance.
- 4.7 Instalment deliveries and instalment performances shall be permissible, provided this does not conflict with any discernible interest of the customer.

5. Retention of Ownership

- 5.1 HBK will retain title to the delivered goods until receipt of all payments arising from the business relationship with the customer. In the event of breach of contract by the customer, in particular default of payment after a reasonable grace period has lapsed unsuccessfully, HBK will be entitled to repossess the delivered goods.
- 5.2 The cancellation of the contract does not exclude the assertion of claims for damages against the customer. After repossession of the delivered goods, HBK will be entitled to their disposition. The proceeds of the disposition will be credited to customer's liabilities after deduction of reasonable disposition costs.
- 5.3 The customer is obligated to treat the delivered goods with due care; it is in particular required to insure at its own cost the delivered goods at their replacement value, against the risk of damages caused by fire, water and theft. If any maintenance or inspection work is required, the customer will conduct such work at its own cost and in a timely manner.
- 5.4 The customer shall inform HBK in writing without delay in the event of a seizure or any other intervention by a third party. The customer will be liable towards HBK for all judicial and extrajudicial costs of any action which HBK may take in its reasonable opinion to safeguard its interests (including without limitation third-party action claiming title to attached property (Drittwid-erspruchsklage)).
- 5.5 The customer is entitled to resell the delivered goods in the ordinary course of business; however, the customer hereby assigns any and all claims resulting from the commercial resale of the goods supplied by HBK up to the amount of the outstanding purchase price receivables (including value added tax) of HBK, irrespective of whether the delivered goods were resold without – or after – being processed.
- 5.6 The customer will remain entitled to collect these receivables even after the assignment. HBK will be authorized, however, to collect the receivables itself, if the customer does not comply with its payment obligations, defaults in payment or files for insolvency or suspends payments. In these cases, HBK may demand that the customer identifies the assigned receivables and the respective debtors, makes any statements necessary to collect such claims, delivers all related documents, and informs the debtor(s) (third parties) about the assignment.
- 5.7 Any processing or alterations of the delivered goods by the customer will be deemed to have been made on HBK's behalf. If the delivered goods are mixed with or joined to items not owned by HBK, HBK will acquire joint ownership of the item in a proportion equal to the value of the delivered goods (final invoice amount including value added tax) to those other processed items as
- of the time of processing. The provisions that apply to goods delivered under title retention shall also apply to items created by processing.
- 5.8 For use as collateral for HBK's claims against the customer, customer will also assign its claims, which arise against third parties due to the combination of delivered goods that are subject to retention of title with real estate.
- 5.9 HBK will, at the customer's request, release the collaterals to which it is entitled, if and when the value of such collaterals exceeds the secured receivables by more than 20 %. HBK reserves the right to select the items of collateral for release.
- 5.10 If the delivered goods are located outside Germany, the following shall apply:
- 5.10.1 If the goods were delivered prior to payment of all amounts owed by the customer under the contract, then HBK will retain ownership until complete payment; to the extent permissible under the applicable local laws of the place where the delivered goods are located. If these laws do not permit reservation of title, but rather allow HBK to retain other rights in the delivered goods, then HBK will be entitled to exercise any of these other rights.
- 5.10.2 The customer is obligated to assist HBK with respect to any action HBK may take to safeguard its title or the right to the delivered goods which replaces such title.

6. Quality, Warranty, Duty to Inspect the Delivered Goods

- 6.1 Upon passing of the risk the goods shall be of the agreed quality. The agreed quality will exclusively be determined by the specific written agreement concerning the characteristics, features and specifications of the goods.
- 6.2 Information provided in sales catalogues, price lists or any other information material provided by HBK, as well as any other descriptions of the goods shall under no circumstances constitute a guarantee for any specific quality of the goods or services; such specific quality guarantees must explicitly be made in writing.
- 6.3 HBK reserves its right to make minor modifications to the goods, including modifications to color, form, size and material, unless other arrangements have been made between the parties and provided that such modifications do not impair their contemplated use. The same shall apply with regard to modifications that are due to legal provision and with regard to the substitution of components by equivalent components.
- 6.4 Any protective measures required due to particular conditions which exist in the customer's operational facility will be implemented at the customer's own expense. The same applies if installation, assembly and commissioning are done by HBK.
- 6.5 Unless expressly agreed otherwise on a case-by-case basis, the delivered goods are not suitable and intended for use in areas requiring special levels of safety (e.g., nuclear power plants and critical medical areas).
- 6.6 The customer's warranty rights (warranty claims) may only be asserted if the customer has inspected the delivered goods without undue delay upon receipt and has notified HBK in writing of any discovered defects after carrying out such inspection, or respectively of any latent defects without undue delay after their discovery, providing a detailed description of the defect (§ 377 of the German Commercial Code (Handelsgesetzbuch, HGB)).
- 6.7 With respect to goods or services which exhibit a defect during the warranty period specified in Clause 6.10, HBK will, at its option, either cure the defect at no extra charge, provide replacement goods or supplementary performance, provided the cause of the defect already existed at the time that the risk of loss passed. Goods which have been replaced by HBK shall – on HBK's request – be returned to HBK.
- 6.8 If – for reasons that HBK is not responsible for – the customer wrongly issues a notice of defect, HBK will be entitled to charge the customer for any reasonable expense incurred for the identification and/or rectification of the alleged defect.
- 6.9 Any claims of the customer for reimbursement of expenses incurred for the purpose of supplementary performance, in particular costs of shipping, travel, labor and material, are excluded, if and to the extent that such costs were increased because the goods have subsequently been transported to a location other than the agreed place of delivery.
- 6.10 The warranty period is 24 months from the passing of risk. This will not apply with regard to defects of goods used for buildings (§ 438 Subsection 1 No. 2 BGB), where the statutory period of limitation shall apply. Furthermore the

STANDARD TERMS AND CONDITIONS OF SALE OF HOTTINGER BRÜEL KJAER GMBH



Valid as of August 2020

statutory periods of limitation will be applicable to damages which were not caused by defects of the goods.

7. Intellectual Property Rights

- 7.1 HBK warrants in accordance with the provisions of this Clause 7 that the delivered goods are free from and unencumbered by any industrial or intellectual property rights of any third-party.
- 7.2 The parties hereto will notify each other without undue delay if claims are asserted against them based on an alleged infringement of third-party rights.
- 7.3 If the contractual use of the delivered goods infringes any industrial or intellectual property rights of any third-party, HBK will – at its option and expense – either modify or replace such goods, so that they no longer infringe such third-party rights but nevertheless meet the agreed requirements, or obtain the right of contractual use for the customer. If HBK fails to do either of the aforementioned within a reasonable period of time, the customer will be entitled to rescind the contract or to reduce the purchase price appropriately.
- 7.4 In the event that products of other manufacturers that have been supplied by HBK infringe on third party any rights, HBK will – at its sole option – either enforce its claims against its supplier and the manufacturer for the customer's account, or assign such claims to the customer. In such cases the customer will only be entitled to claim damages from HBK in accordance with this Clause 7, if attempts of judicial enforcement of the abovementioned claims against HBK's supplier or manufacturers have been unsuccessful or are futile; e.g. in case of insolvency of HBK's supplier or the manufacturer.
- 7.5 The rights set out in the present Clause 7 will not be granted, if the reason for the infringement of third-party rights is either of the following: a) the customer performed changes in the delivered goods which were neither permitted hereunder, nor approved by HBK, or b) the customer used the delivered goods or software products contrary to HBK's operating instructions, or c) the customer combined the delivered goods with programs or data-processing equipment not approved by HBK.

8. Liability and Damages

- 8.1 Subject to the provisions of Clause 8.4 HBK's liability for damages, irrespective of their legal grounds, will be limited as follows:
 - 8.1.1 For damages caused by a slightly negligent breach of a material contractual obligation HBK will only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract;
 - 8.1.2 HBK will not be liable for any damages caused by a slightly negligent breach of a non-material contractual obligation.
 - 8.1.3 Material contractual obligations are understood as such obligations that characterize the contract and on which the customer may normally rely.
- 8.2 The customer shall take reasonable measures to avert and mitigate damages. The customer shall inform HBK without undue delay in writing about any costs, expenses and damages for which compensation is due.
- 8.3 Written and oral statements and information provided by HBK that regards suitability and application of its products will not release the customer from its obligation to assure by inspections and examinations the suitability of the offered products for the customer's intended use. HBK will not be liable for any damages or futile expenditures caused by advice that it has provided on the occasion of or in connection with the conclusion of a contract and that has not been provided within the scope of a contractual obligation, unless such advice has either been rendered under a separate written agreement, or the said damages or futile expenditures were caused by intentional or grossly negligent conduct on the part of HBK. Unless HBK is liable for intent or for grossly negligent conduct of its legal representatives or its executive staff, HBK's liability shall be limited to the foreseeable typically occurring damages.
- 8.4 The exclusions and limitations of liability as set out above do not apply to mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG), nor to any liability for assuming a specific guarantee, nor to liability for maliciously concealed defects, nor to any liability for culpably caused personal injuries or death.
- 8.5 Wherever HBK's liability is excluded or limited, this shall also apply with regard to the personal liability of its representatives, employees and vicarious agents.
- 8.6 If and to the extent to which damage claims are not subject to the limitation period applicable to claims based on material defects, a limitation period of 24 months from the beginning of the statutory limitation period shall apply.

This will not apply with regard to personal injury claims, liability for damages caused intentionally or by grossly negligent conduct, liability for characteristics guaranteed, liability for maliciously concealed defects, and with regard to liability under the ProdHaftG. In such cases the statutory limitation periods shall apply.

9. Special Rules Concerning Software

- 9.1 If the delivered goods or any portion thereof consists of software, which has been manufactured by third parties, the scope of the rights and entitlements granted to the customer will be determined in accordance with the third party's license terms, which HBK will include in the delivery and which HBK will send in advance upon demand. The aforementioned applies in particular to software such as operating systems and comparable components of the delivered systems. HBK will provide suitable advance notice to the customer in the event that software from third parties will be included in the delivery, e.g., by naming the third party manufacturer in the order documentation.
- 9.2 If software which has been developed by HBK is subject of the delivery (either as a component of devices or as an independent delivered item), the license terms for software which are available on the internet at <http://www.hbm.com/terms/software> shall apply. Should the customer not agree to these license terms, the software - including all documentation - must be returned to HBK before the initial use. In this case HBK will refund already received payments.
- 9.3 If the software is not subject to the above mentioned license terms, the following provisions shall apply:
 - 9.3.1 The transfer of software for purposes of use in return for a one-time payment constitutes a purchase of rights.
 - 9.3.2 HBK grants the customer a simple, non-exclusive, transferable right to use the software developed by HBK on a single computer system for an indefinite period of time. The use of the software in the context of ASP (Application Service Providing), in network operation, in a data processing center and by means of outsourcing is not permitted, unless HBK has given its prior express written consent.
 - 9.3.3 A transfer of the right of use to a third party requires the software will be completely deleted from the customer's system and that the media, including all documentation related thereto, which had been provided by HBK, will be transferred to the purchaser of the software, that the customer does not keep a copy of the software and that the customer ceases all use of the software.
 - 9.3.4 The installation of the software will be performed by the customer.
 - 9.3.5 The customer is prohibited: a) from making the software or related documents (user documentation) available or otherwise accessible to third parties without HBK's prior written consent (with exception of the complete transfer according to Clauses 9.2 to 9.3.3), b) from modifying the software without HBK's prior written consent, c) from creating works derived from the software or copying the user documentation, and d) from translating or modifying the software or the documents relating hereto or e) from creating any works derived from the software. The foregoing provisions shall not apply if the customer is expressly entitled by law to engage in any of the aforementioned acts.
- 9.4 The customer and HBK agree that an online manual meets the requirements of a proper manual. HBK is not required to transfer the source code on which the software product is based.
- 9.5 HBK reserves all rights to the software created by it and the related documents as well as to any modifications performed by it. The software and the related documents must be used and stored in such a manner that they are reasonably safe from any use, reproduction and disclosure in violation of the contract.
- 9.6 One copy may be made for back-up purposes. A reference to HBK's copyrights must be included in or applied to the back-up copy. If a copyright and/or registration number appear in the software, this information may not be removed.
- 9.7 The customer shall only be entitled to warranty claims with respect to software delivered by HBK if the software does not essentially fulfil the agreed or contractually stipulated main functions or does not comply with the generally accepted rules of technology or contains errors which reduces or eliminates its value or its fitness for the customary or contractually stipulated use to a more than immaterial extent.

Valid as of August 2020

- 9.8 Unless expressly agreed otherwise, the software supplied by HBK is not error tolerant and was not developed or produced for purposes of use in a dangerous environment, in which a failure-free operation is absolutely necessary, such as in nuclear installations, aircraft navigation or communication systems, in aviation safety, in life-support machines or in weapons systems in which the failure in technology would directly cause death, personal injury or severe damages to property or the environment.
- 9.9 The elimination of errors in the software will be performed exclusively by providing new program versions in connection with the regular product updates. The abovementioned does not apply in the case of a defect in the software which considerably impairs the usability of the software or if such a proceeding cannot be reasonably expected by the customer. The customer is required to reasonably support HBK with regard to the identification of program errors by sending HBK the error reports and any other necessary information at its request. The delivery of a new program version will not generally cause the warranty period to commence to run anew.
- 9.10 The customer shall not be entitled, even after expiry of the warranty period, to rectify software errors by itself or to have them rectified, before HBK has been given the opportunity to correct the error within a reasonable period of time.
- 9.11 Otherwise, with respect to the software, the general provisions of the contract and these Terms (specifically those terms relating to warranty and HBK's liability) apply.

10. Special Rules Concerning On-site Services

- 10.1 The customer agrees to issue time sheets to HBK's employees on a daily basis. HBK's employees have been instructed to hand a copy of the time sheets to the customer. If the time sheets are not issued, the information provided by HBK's employees will be the basis for calculating the working time. HBK may demand a written confirmation that the work has been properly performed. The customer should set the date for performing the work so that it is completed before weekends (if possible on Friday, or on Saturday, if necessary) or public holidays. If the work continues over a weekend or one or several public holidays, and no work is possible or necessary on these days, HBK's personnel will be entitled to travel home for the weekend. The costs thereof will be borne by the customer. This will also apply to consecutive public holidays or public holidays adjoining a weekend.
- 10.2 HBK's personnel have been instructed to strictly observe the maximum admissible working hours, breaks and rest periods pursuant to the applicable working time provisions (in Germany in particular according to the German Working Time Act (Arbeitszeitgesetz)).
- 10.3 If excess of the maximum admissible working hours is permissible in exceptional cases on certain conditions, and if the customer utilizes the services of HBK's personnel in excess of the generally admissible working hours, then the customer shall inform HBK immediately and confirm to it – in a form that meets the requirements of the respectively applicable regulations – compliance with the conditions for justified excess of the maximum working hours, as well as confirming the amount of overtime. Work on Sundays and public holidays may only be performed in exceptional cases, as set forth in the respectively applicable provisions. In such cases, too, the customer will be required to inform HBK immediately and to issue a respective confirmation.
- 10.4 HBK's employees will only be seconded after submission of an order in writing, by facsimile or by e-mail.
- 10.5 The customer shall take all measures for protection of HBK's personnel required in accordance with the general and special accident prevention regulations, in particular with the accident prevention regulations of the institution for the precision and electrical engineering industry (Berufsgenossenschaft der Feinmechanik und Elektrotechnik; statutory accident prevention institution for the precision and electrical engineering industry) as well as the Ordinance on Hazardous (Gefahrstoffverordnung; GefStoffVO).

11. Confidentiality

- 11.1 The customer and HBK undertake to treat all and any business and technical information that is not general knowledge, other business and/or industrial secrets as well as any other confidential information of the respective other contracting party to which they become privy during the business relationship, as confidential, and not to use it for any other but the contractual purpose. This confidentiality obligation shall not apply with respect to information that (i) is generally known to the public at the time of disclosure or

becomes generally known through no wrongful act on the part of the receiving party; (ii) lawfully and without breach of any confidentiality obligation - to the best of the receiving party's knowledge - becomes known to the receiving party through a disclosure by sources other than the disclosing party or of one of its affiliates; (iii) has been developed independently by the receiving party; (iv) the receiving party is required to disclose to governmental authorities by applicable laws or (v) that the receiving party is required to disclose by order of a court or regulatory authority.

- 11.2 The customer and HBK shall impose corresponding obligations on their employees, subcontractors, etc.
- 11.3 The customer and HBK must not use their business relationship for advertisement purposes without the respective other party's prior written consent.

12. Insurance Policy Claims

If, as co-insured parties with respect to the delivered goods, HBK is granted direct claims against the customer's insurance carrier, the customer hereby grants HBK its consent to enforce such claims on its behalf.

13. Duties under the German Electrical and Electronic Equipment Act (Elektro- und Elektronikgerätegesetz, ElektroG)

- 13.1 The customer shall have the duty to properly dispose of the delivered goods at its own expense in accordance with the statutory regulations after said goods are no longer in use. The customer shall release HBK from the obligations defined in § 19 ElektroG (Recovery obligation of the manufacturer) and from any third-party claims related thereto.
- 13.2 The customer shall contractually commit commercial third parties to whom the delivered goods are transferred, to properly dispose of said goods in accordance with the statutory provisions at their own cost when the goods are no longer in use. In the event of a repeated transfer of the goods, the customer must impose a corresponding commitment on the respective purchaser. However, if the customer fails to correspondingly obligate third parties to which it transfers the delivered goods, the customer shall be required to recover and dispose of the goods in accordance with the statutory regulations at its own cost after they are no longer in use.
- 13.3 The customer shall in no case transfer the delivered goods or parts of the delivered goods, which have been classified exclusively for commercial use according to the German Electrical and Electronic Equipment Act, to any private third parties.
- 13.4 The customer warrants that it will fully comply with its obligations under the German Electrical and Electronic Equipment Act.
- 13.5 HBK's claims for assumption/indemnification by the customer shall not become statute barred before the expiry of two years after the final termination of the use of the delivered goods. This two-year period shall commence no earlier than upon receipt of a written notification of the customer by HBK about the termination of use. HBK shall be entitled to demand due evidence of disposal by the customer.

14. Place of Jurisdiction, Place of Performance and Governing Law

- 14.1 The place of jurisdiction for any disputes arising from the contractual relationship shall be Darmstadt (Germany). HBK reserves the right, however, to bring legal action against the customer at any other court having statutory jurisdiction.
- 14.2 Unless HBK's order confirmation provides otherwise, HBK's place of corporate domicile will be the place of performance.
- 14.3 The legal relationship between the parties will be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

15. Miscellaneous

- 15.1 The customer may not assign or otherwise transfer all or any of its rights or delegate any of its obligations hereunder, in whole or in part, without HBK's prior written consent, unless the customer's interests are unreasonably impaired.
- 15.2 Where existent, only the German language version of any written document will be valid and binding.

STANDARD TERMS AND CONDITIONS OF SALE OF HOTTINGER BRÜEL KJAER GMBH



Valid as of August 2020

- 15.3 Should individual provisions of the respective contract or these Terms be or become invalid, the validity of the remaining provisions will not be affected thereby.