GENERAL TERMS AND CONDITIONS OF SALE

1 Scope

The following General Terms and Conditions of Sale (hereafter: GTC) shall govern all commercial transactions between Chromsystems Instruments & Chemicals GmbH (hereafter: "Chromsystems" or "we") and businesses (Section 14 of the German Civil Code), legal persons governed by public law or public law special funds (hereafter: the "Customer"), even if they are not expressly referred to again in subsequent contracts. Any terms and conditions of business of the Customer which depart from, conflict with or extend further than the present are hereby rejected. These GTC shall also apply if we implement an order but are unaware of any terms and conditions of business of Customers which conflict with or depart from these GTC. The Customer's own general terms and conditions are not applicable unless we have expressly approved them in text form.

2 Conclusion of Contracts, Written Form

2.1 All of our offers are subject to change and non-binding. The same applies if we have provided the Customer with technical documentation, catalogues, product descriptions or other documentation – including in electronic form. We retain full ownership and all intellectual property rights in them.

2.2 If an offer is expressly and in text form designated as binding, Chromsystems shall be bound by such an offer for ten working days from the offer date.

2.3 Orders shall be placed by the Customer in text form and, if Chromsystems has not previously issued a binding offer, a contract shall only be concluded upon acceptance in text form or upon the start of contractual performance by Chromsystems. Unless specified otherwise in the Customer's order, we shall be entitled to accept this contractual offer within ten working days of receipt.

2.4 The contract concluded, including these GTC, shall constitute the sole source of regulation for the legal relationship between the Customer and Chromsystems. Any supplements or amendments to this contract shall only be valid if approved in text form. This also applies to the annulment or amendment of this written requirement clause.

2.5 In cases involving orders on call, the instructions to release must be issued at least two weeks before the desired delivery date.

3 Quality of the Products, Suitability

3.1 The Chromsystems products shall be supplied in conformance with agreed specificatins, if any, and in standard industry quality and finish, taking account of industry-standard percentage tolerances for measurements, weights and product condition. Negligible departures from the specifications and the quality requirements indicated by Chromsystems shall be acceptable, provided that the product is not significantly changed and any such changes are reasonable for the Customer. Such changes shall not constitute defects.

3.2 Any reference to certifications or DIN or CE standards, including in advertising materials, is provided solely for the purpose of describing the products, and does not constitute any specification of quality or guarantee of characteristics. A representation of properties, as defined in Section 443 of the German Civil Code, is subject to an express agreement or must be identified as such.

3.3 It is the sole responsibility of the Customer to ensure that the products and services of Chromsystems are suitable for its purposes (including the purposes of its customers). Liability for the suitability of the products and services for the purposes of the Customer requires confirmation in text form or a guarantee of suitability from Chromsystems.

3.4 The Customer shall bear sole liability for the procurement of all necessary permits, approvals or licences which may be required under the relevant applicable legislation or compliance with other administrative requirements for the sale, distribution or use of the products by the Customer.

4 Delivery and Transfer of Risk

4.1 The delivery deadlines specified by Chromsystems are non-binding, unless they are designated as binding in text form.

4.2 Chromsystems shall be entitled to make partial deliveries, provided that acceptance is not unreasonable for the Customer. Every partial delivery may be invoiced separately.

4.3 The delivery quantity shall be determined by the contract concluded. The delivery of additional or reduced quantities by up to 3 % of the agreed quantity shall be permitted, subject to a corresponding adjustment of the remuneration. The delivery of any such reduced amounts shall not be deemed to constitute the delivery of an insufficient quantity and shall not constitute a defect.

4.4 In cases involving on-call orders, that is orders for which the delivery quantity is specified, whilst the products may be requested by the Customer in partial deliveries at different points in time, Chromsystems shall be entitled to procure or produce the goods for the whole order immediately. After the on-call order has been accepted, no further requests for changes from the Customer may be considered.

4.5 If a quantity in excess of that ordered is requested under an on-call order, Chromsystems shall be entitled to deliver the agreed quantity only, or to charge the additional quantity at the price valid on the relevant day.

4.6 Deliveries shall be made "ex works" (Incoterms 2020), at 82166 Gräfelfing, Am Haag 12 (Germany) or at any other address specified by Chromsystems in the order confirmation, and at the risk of the Customer.

4.7 Risk shall also be transferred to the Customer if products are stored with Chromsystems after the delivery date upon request by the Customer.

4.8 Unless instructed otherwise by the Customer, Chromsystems shall select and appoint suitable forwarding agents at the risk and cost of the Customer.

5 Prices and Payment Terms

5.1 All prices are quoted "ex works" (Incoterms 2020), at 82166 Gräfelfing, Am Haag 12 (Germany) or at another address specified by Chromsystems in the order confirmation, and are subject to VAT at the relevant statutory rate at the time of delivery.

5.2 All of our invoices shall be paid within 30 days after the invoice date in full without any deduction.

5.3 Payments shall only be deemed to have been made if Chromsystems is able to dispose freely of the relevant amount at a bank. Banker's drafts or cheques shall only be accepted as conditional payment and subject to the proviso that the Customer bear any costs relating to the draft or cheque.

5.4 Chromsystems may also charge the Customer for any additional costs arising through requests for changes made by the Customer if Chromsystems has approved such requests for changes, provided that Chromsystems has informed the Customer in advance that the additional costs would be incurred.

5.5 If a due claim is not settled even after a payment reminder and expiry of a further period of two weeks, all claims arising from the business relationship with the Customer will be payable immediately. Chromsystems will then be entitled to require advance payment or sufficient security for further deliveries and services.

5.6 The Customer may only offset amounts due by it to Chromsystems against amounts due to it if the latter are undisputed or have been determined in a legally binding manner or are ready for final decision. The Customer may only exercise a right of retention in respect of its own claims under the same contractual relationship.

6 Annulment Costs

If the Customer cancels without justified cause an order which has been placed, Chromsystems can decide in its free discretion whether or not to accept such cancellation. Should Chromsystems agree to a cancellation, it can claim up to 10 % of the net sale price to cover of costs incurred for the processing of the order and for loss of profit, without prejudice to the right to claim any additional loss actually incurred. In such case, the Customer may furnish proof that Chromsystems did not suffer any loss or suffered a lower loss due to the withdrawal.

7 Packaging for Transportation and Sale, Waste Disposal

7.1 Packaging shall transfer to the ownership of the Customer.

7.2 The Customer accepts the obligation to dispose of the transport packaging in an orderly manner after delivery at its own responsibility and its own cost in accordance with statutory provisions.

7.3 The Customer releases Chromsystems from the obligations under Section 4 of the Packaging Regulation (duty to take back transport packaging) and all associated third party claims of any nature whatsoever.

7.4 Our claim to transfer/release in accordance with the aforementioned regulations shall not expire sooner than two years after delivery.

7.5 The Customer shall inform us upon request that it has adopted organisational measures for the orderly disposal of transport packaging and shall specify the individual details of such measures. If it has imposed duties of disposal on its buyers or on other third parties, it shall inform us of this fact upon request.

7.6 The foregoing regulations in clauses 2 to 5 shall apply *mutatis mutandis* to sale packaging. However, this shall not apply if the Customer (pursuant to Section 3 (11) of the Packaging Regulation) does not sell on the articles delivered in their form as delivered to it; in such cases, our duty to take back the sale packaging and the further provisions of the Packaging Regulation shall continue to apply.

8 Reservation of Title

8.1 Chromsystems shall retain ownership over all products until receipt of all payments

under the business relationship with the Customer.

8.2 In the event of a breach of contract by the Customer, including in particular late payment, Chromsystems shall be entitled to take back the products subject to reservation of title (the "Reserved Products"), provided that it has set a time limit for remedial performance and has withdrawn from the contract. The statutory provisions on dispensing with setting a deadline are not affected. Upon withdrawal from the contract by Chromsystems, the Customer shall surrender the Reserved Products.

8.3 The Customer shall not be entitled to pledge the Reserved Products or use them as security for the duration of the reservation of title.

8.4 The Customer shall be entitled to sell the Reserved Products in the ordinary course of business. However, it hereby assigns to Chromsystems all claims up to the level of the final invoiced amount (including VAT) along with all ancillary rights which may accrue to it through onward sale against its buyers or third parties, irrespective of whether the Reserved Products were sold without or following processing. The Customer shall not be entitled to sell the Reserved Products to buyers who have not consented to or have limited the assignment of payment claims against them. If the Reserved Products have been processed together with other articles which do not belong to the Customer, assignment shall only occur in proportion with the joint ownership share in the products processed in accordance with clause 8.8.

8.5 The Customer shall remain entitled to recover the amounts due from the on-sale of the Reserved Goods after assignment. The foregoing shall be without prejudice to the right of Chromsystems to collect the amounts due itself. However, Chromsystems shall not collect the amounts due as long as the Customer duly complies with its payment obligations, does not fall into arrears with payment and in particular does not apply for the initiation of insolvency, composition or bankruptcy proceedings or as long as the Customer has not discontinued payments. However, should one of the above situations occur, Chromsystems may require that the Customer disclose the assigned claims and their debtors, provide all the information that is required for collection, surrender the appropriate documents and inform the debtors of the assignment. Should this occur, the Customer's right to collect the amounts due shall expire.

8.6 The Customer must inform Chromsystems promptly in text form of all seizures, pledges and other third party claims in relation to the Reserved Products and to make available all information and documentation which may be necessary in order to uphold the rights of Chromsystems. In addition, the Customer shall inform these third parties of the reservation of title.

8.7 If the third party is unable to reimburse Chromsystems for the costs incurred in and out of court for a claim pursuant to Section 771 of the German Code of Civil Procedure, the Customer shall bear liability for the loss to Chromsystems.

8.8 The processing or conversion of the Reserved Products by the Customer shall always be carried out on behalf of Chromsystems. If the Reserved Products are processed or converted along with other articles not owned by Chromsystems, Chromsystems shall acquire joint ownership of the new object in the same proportion as the value of the Reserved Product to the other processed or converted articles at the time of processing or conversion; the new object created thereby shall be governed with regard to other matters by the same arrangements as those applicable to the products delivered subject to reservation.

8.9 If the Reserved Products are irreversibly mixed or joined with other articles not owned by Chromsystems, Chromsystems shall acquire joint ownership of the new object in the same proportion as the value of the Reserved Product to the other processed or converted articles at the time of processing or conversion. If the mixing or joining occurs in such a manner that the Customer's object is to be regarded as the principal object, the Customer shall transfer ownership to Chromsystems on a *pro rata* basis. The Customer shall uphold the resulting sole or joint ownership of Chromsystems.

8.10 As security for the claims of Chromsystems against it, the Customer also assigns to the former any claims against third parties that may result from the incorporation of the Reserved Products into real estate.

8.11 Chromsystems undertakes to release the guarantees vested in it upon request by the Customer insofar as these guarantees exceed by more than 20 % the value of the claims to be guaranteed, provided that these have not yet been settled.

9 Claims of Defects

9.1 The Customer's rights under warranty (claims for defects) are conditional upon the requirement that it inspect the products and promptly object to defects pursuant to Section 377 of the German Commercial Code. Objections must be made in text form and include details of the defect. Evident defects shall be reported to Chromsystems promptly, and no later than one week after delivery, and latent defects shall be reported promptly, and no later than one week after discovery. The consequences specified in Section 377 (2) of the German Commercial Code shall apply.

9.2 The duty to conduct an inspection and report any objection also includes the requirement that the Customer promptly report to Chromsystems, along with details of the grounds for recourse, any claims to reimbursement of expenses or other claims relating to faults which have been brought against it by one of its buyers in relation to a consumer sale. Acceptance of the goods may not be refused on the grounds of immaterial faults.

9.3 In cases involving the supply of software, Chromsystems warrants that the software fulfils the principal functions specified in its program description. Due to the variety of data, hardware, operating conditions and operating errors which may be encountered in practice, it is not possible to provide any comprehensive warranty of error-free operation. It is also impossible to exclude entirely the possibility of data loss. The Customer must therefore make back-up copies of its data at regular intervals. It shall store the necessary documents which may be required for reconstruction following data loss.

9.4 Should a fault occur, Chromsystems may resolve it at its choice and at its own cost by repair or replacement. If repair or replacement is ultimately unsuccessful, the Customer shall be entitled at its choice to cancel the order (withdrawal) or claim a reasonable reduction in the purchase price (abatement). Repair or replacement shall not entail any acknowledgement of a legal duty and shall not have the effect of suspending the limitation period applicable to claims for defects.

9.5 Damages claims shall continue to be available in accordance with clause 10 below. The foregoing shall be without prejudice to Section 444 of the German Civil Code.

9.6 No claims for defects may be brought for negligible deviations from the agreed quality which do not particularly impede usage, natural wear and tear, incorrect or negligent handing, inappropriate or improper use, faulty assembly or operation by the Customer or its appointees, excessive loading, the use of inappropriate equipment or replacement material, faulty construction work, unsuitable building ground or chemical, electrochemical or electronic interference, unless the damage results from the negligence of Chromsystems.

9.7 Claims for defects relating to glass and plastic parts or protective elements shall be excluded.

9.8 The warranty shall also not apply if

a) the Customer has not used the product in accordance with its recognizable intended use or

b) changes have been made to the product without specific approval by Chromsystems in text form.

9.9 Any further claims for faults, of any nature whatsoever, are excluded with the exception of damages claims falling under clause 10.

9.10 The foregoing shall be without prejudice to statutory recourse claims by the Customer in the event that the products have been sold to a consumer. Such recourse claims shall only be available on condition that the Customer has not agreed to any claims for faults in excess of those available under statute.

9.11 The Customer shall not be entitled to a right of withdrawal or to claim damages as an alternative to performance due to the breach of duties not relating to performance pursuant to Section 241 (2) of the German Civil Code, unless it has given Chromsystems a warning in text form, notwithstanding which the breach was not remedied.

9.12 In deviation of Section 438 of the German Civil Code, the limitation period for claims for defects shall expire twelve months after handover. However, this shall not apply in relation to any defect which was fraudulently concealed or if any guarantee as to the quality of a product was provided.

10 Liability

10.1 Claims by the Customer for reimbursement of expenses or damages, irrespective of their legal basis, shall be limited to damages that have been caused by Chromsystems or its appointees or contractors

a) intentionally,
b) by gross negligence or
c) in the case of fundamental contractual obligations, slightly negligently.

Fundamental contractual obligations in this sense are such obligations of Chromsystems that fulfil the rights vested in the Customer in accordance with the subject matter and purpose of the contract concluded, and such obligations the proper performance of which renders possible the due fulfilment of the terms of the contract concluded and compliance with which the Customer implicitly trusts in and has trusted in.

10.2 Liability shall be limited to damages which were foreseeable as typical damages upon conclusion of the contract or at the latest at the time of the breach of duty in relation to comparable transactions of this type, unless Chromsystems is liable due to intentional or grossly negligently acts or omissions.

10.3 The limitations of liability pursuant to clauses 10.1 and 10.2 shall also apply for damages claims by the Customer against the managing directors, leading employees, ordinary employees, representatives or appointees of Chromsystems.

10.4 Claims for damages, provided they are not connected to a defect, shall be statute barred within one year from the end of the year in which the claim arose and in which the Customer became aware of the circumstances giving rise to the claim or should have become aware without gross negligence.

10.5 The limitations of liability set forth in clauses 10.1 to 10.4 shall not apply to claims by the Customer (i) under the German Law on Product Liability, (ii) relating to defects which were fraudulently concealed, (iii) relating to defects in respect of which a guarantee as to quality was provided, (iv) relating to damage arising from loss of life, personal injury or damage to health or (v) relating to other mandatory statutory liability.

11 Force Majeure

11.1 Should Chromsystems be unable to perform its contractual obligations due to a force majeure occurrence such as mobilisation, war, terrorism, insurrection or any other unforeseeable event for which Chromsystems is not responsible such as e.g. strikes or legitimate lock-outs, operational disruptions or the unavailability of means of transport, the agreed delivery deadlines shall be extended by the relevant duration of the impediment, in addition to a reasonable resumption period, up to a maximum of three months. The circumstances specified shall also not fall under the responsibility of Chromsystems if they arise during an existing delay. Chromsystems shall inform the Customer without undue delay of the circumstances of the impediment and the expected duration of the delay.

11.2 Should the delay continue for longer than three months, Chromsystems shall be entitled to withdraw from the contract with regard to the unperformed part.

12 Assignment

The Customer may assign all or part of its monetary claims vis-à-vis Chromsystems to third parties. The assignment of any of its other rights and obligations will require the prior approval of Chromsystems in text form. Chromsystems may assign the rights and obligations vested in it, in particular to affiliated companies within the meaning of Section 15 of the German Law on Companies Limited by Shares.

13 Applicable Law, Jurisdiction, Language

13.1 The governing law shall be that of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of goods (CISG) and the onward referral rules of German private international law.

13.2 The exclusive place of jurisdiction shall be the registered office of Chromsystems. Chromsystems shall however be entitled to initiate proceedings against the Customer at its registered office.

13.3 Only the German version of these General Terms and Conditions of Sale shall be legally binding. The same applies to changes and additions, insofar as a German version exists of such changes and additions and unless agreed otherwise.

14 Severability

Should any individual terms of these General Terms and Conditions of Sale be or become invalid, this shall not affect the validity of the remaining terms.