

Metrohm USA General Terms and Conditions

Pricing. Our prices may change at any time without notice. Prices we quote are valid for 30 days, unless we state otherwise in writing. If no price has been specified or quoted to Customer, the price will be the product price in effect at the time we accept the order. Customer is responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will add these to the invoice. Shipments are FOB Destination (CIF Incoterm 2010) point of shipment and all title to the equipment and risk of loss and injury shall pass to the Customer upon the transfer of the Equipment to the delivery address.

Payment and Credit Terms. Unless otherwise agreed to in writing, all Customer payment terms will be set at net 30 days after the date of invoice, subject to credit approval. For product sales, including parts for service orders, METROHM USA will invoice Customer for the product price and all other charges due when we ship the products to Customer. For services, METROHM USA will invoice Customer when the service is scheduled to begin. METROHM USA may require Customer to provide a signed credit application prior to establishing payment terms. We reserve the right to require Customer to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that Customer's financial condition does not justify extension of net terms otherwise specified. Customer will make all payments in the currency specified in our invoice. Please see invoice document for payment remittance information.

Late Payment and Collections. Customer may be required to pay interest on any undisputed amounts past due at the greater of a rate of 1.5% per month or the maximum amount allowable by applicable law. METROHM USA reserves and retains a security interest in the Equipment shipped to Customer, until all amounts due have been paid in full. In the event of account non-payment, placement with a collections agency, or other action necessary to collect on a past due balance, Customer agrees to reimburse collection costs, legal fees, and court cost incurred by METROHM USA in connection therewith. We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if Customer does not pay us when due, or if Customer otherwise does not perform its obligations.

Taxes. METROHM USA standard prices do not include applicable sales, services, use, VAT, or similar taxes. The amount of any such tax which METROHM USA may be required to pay or collect will be added to the invoice and paid by Customer unless Customer has furnished a valid tax exemption certificate acceptable to the taxing jurisdiction prior to shipment. If an exemption certificate provided to METROHM USA by Customer is subsequently, through no fault of METROHM USA, determined to be invalid, METROHM USA will attempt to acquire an exemption certificate, notarized affidavit of exempt use or other necessary documentation from Customer. Failure to furnish a valid exemption certificate, notarized affidavit or other necessary documentation in a timely manner, the previously unpaid sales, use or similar excise tax will be billed to and paid by Customer.

Regulatory Change or Tariff Adjustment. In the event of any increase in tariffs, duties, or other governmental charges affecting the cost of goods or materials, the Seller will pass cost to buyer and buyer agrees to pay. Seller will add tariffs cost at incurred rate to invoice. Payment terms will remain as specified in the original agreement unless otherwise agreed upon in writing. The Seller is not responsible for any delays due to the imposition of tariffs, duties, or changes in laws after the purchase order was executed.

Cancellations and Changes. Once an order is placed, Customer cannot cancel or change it without METROHM USA's written consent. If an agreed change is made, a formal email confirmation will be sent with any agreed upon changes. If Customer cancels the order other than as permitted by consent, Customer must pay METROHM USA all amounts due pursuant to the order. If the order is cancelled for any reason Customer will be required to pay METROHM USA for reasonable costs and expenses including engineering expenses and all commitments to METROHM USA 's suppliers incurred prior to METROHM USA receiving notice of cancellation. The minimum cancellation charge is 25% of the price.

Product Delivery. We will ship products to the destination Customer specifies in its order, FOB destination (CIF Incoterms 2010). Unless otherwise specified by Customer, Customer (i) gives its consent for METROHM USA to arrange for carriage for all products supplied on Customer's behalf; and (ii) waive Customer's right to arrange carriage or to give any specific instructions regarding carriage. METROHM USA will not provide any carrier invoices or payment terms to Customer. METROHM USA may, at our discretion, make partial shipments and invoice each shipment separately. Shipping dates are considered approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. Customer may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If delivery of a product to Customer is delayed due to any cause within Customer's control, we will place the delayed products in storage at Customer's risk and expense. Products shipped by METROHM USA selected carriers will be insured under METROHM USA policy and any payments for loss will be paid to METROHM USA.

Collect Shipments. Customer may select its own carrier and charge shipping to Customer's collect account instead of accepting the METROHM USA delivery terms above, where such purchase shall be under FOB origin (FOB Incoterms 2010). METROHM USA will not be responsible for any shipping or handling damages. METROHM USA will not make any claims on Customer's behalf for any damages caused by the carrier selected by Customer. Customer will need to open its own claim with its selected carrier. METROHM USA does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties. There is a 1% surcharge added to collect shipments to cover shipping materials, handling, and coordination with collect carriers.

Export Controls. Customer agrees that its purchase of products from METROHM USA is for its own use, and that METROHM USA products shall not be shipped or exported to any other country. Products purchased or received under these Terms and Conditions may not be sold,

delivered, exported and transmitted, either directly or via third parties, to territories, entities, or individuals subject to sanctions imposed by international organizations (e.g. United Nations, OSCE and the EU). Customer agrees to comply with all applicable export laws, restrictions and regulations, including the United States Export Administration Regulations (specifically 15 C.F.R. chapter VII, subchapter C as well as part 738 (the Commerce Control List) and part 746 (Embargoes and Other Special Controls) thereof) and shall indemnify METROHM USA for any violations thereof.

Product Returns. METROHM USA customer support will authorize and approve return of any product that is damaged or defective on receipt, provided Customer contacts customer support within five days after receiving the product, and provided such damage or defect has not been caused by any failure by Customer or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If Customer does not contact us within this five-day period, we will deem the product to be accepted, and any warranty rights will still apply. METROHM USA will determine the best solution to provide replacement product in case of carrier damage or loss. Items returned for Customer convenience (and not for product failure or warranty issues) will be subject to a 25% restocking fee (\$100 minimum) plus 100% of services delivered, based on the sale price. Customer must contact METROHM USA customer support (via customersupport@METROHMLUSA.com) for a return authorization Number (RA#) within 14 days of shipment from METROHM USA to be eligible for a return credit. Customer must return items within 10 days of receiving RA#. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and accessories. If METROHM USA exercises our discretion to authorize a product for return, the product must arrive at our facilities in a condition satisfactory for resale. We do not credit shipping charges. Customer will not receive credit for any product returned without our prior consent.

Shortages. Any shortages must be reported to METROHM USA customer support within five (5) days after receiving the product.

Warranties. New Equipment is warranted to be free from defects in workmanship and materials for a limited time period, starting from the date of shipment to Customer, provided that the Equipment has been maintained and operated in strict conformity with its operating instructions. Any defective equipment will be repaired or replaced at METROHM USA's discretion. METROHM USA may attempt to diagnose and resolve defects over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution. See our website for more details and to see our industry leading Warranty Statement. (https://www.metrohm.com/en_us/service/quality-service/warranty.html) METROHM USA warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair, or calibration performed by Customer or a third party not previously authorized by METROHM USA. Warranties shall not apply where the product has been subjected to corrosion, accident, alteration, misuse, abuse, acts of God, or failure on the part of the Customer to ensure proper operation and/or storage. All used and demonstration equipment carries a 1 year

warranty when installed by a METROHM USA Representative. Used and demo instruments not installed by METROHM USA have a 90-day warranty. This warranty only applies to used and demonstration instruments sold by METROHM USA. METROHM USA does not warranty the calibration of any instrument. If a product is purchased in the United States or Canada and moved outside the contiguous United States or the provinces of Canada, the warranty is voided unless agreement is made before the original purchase. METROHM USA warranties are transferrable upon METROHM USA's receipt of written notification of transfer signed by the original customer. Such notification should include the serial number, model number, and the name, address and location of transferee. The transferee must agree in writing to METROHM USA warranty terms. Warranty transfer information should be sent via email to warranty@metrohmusa.com.

Warranty Exclusions. METROHM USA warranties do not apply to (a) normal wear and tear; (b) damage caused by accident, disaster or event of force majeure; (c) Customer misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure, electrical power surges, exposure to corrosion, or abuse; (e); instruments sold as 'used' products that are identified as being sold without warranty; or (f) products manufactured in accordance with specifications Customer gave us. METROHM USA warranties do not apply to consumable or wearing parts, including but not limited to electrodes, glassware, columns, tubing, pistons, pump seals, and burets. All parts that are in direct contact with chemicals are not covered by warranty and are considered consumable due to normal wear. METROHM USA warranties do not cover, and may be voided by: (1) installation, removal, use, maintenance, storage, transportation, or handling of products in an improper, inadequate, negligent, or unapproved manner by Customer or any third party (including the carrier), such as, but not limited to, failure to follow our instructions, operating guidelines, or protocols, improper site preparation, operation outside of stated environmental or use specifications, operation or contact with unapproved software, materials, chemicals or other products, or in an inappropriate location; (2) improper or inadequate maintenance, repair, service, or calibration performed by Customer or an unauthorized third party; (3) unauthorized alteration or modification, improper use or operation of, or tampering with equipment outside of the specifications; (4) any use of replacement parts we have not supplied.

DISCLAIMERS. The express warranties in this limited warranty statement are in lieu of all other warranties, whether express, implied, or statutory, regarding the products purchased from METROHM USA. METROHM USA expressly disclaims all such other warranties, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third-party rights. Without limiting the foregoing, METROHM USA does not warrant that the operation of any software or instruments comprising the products will be uninterrupted or error-free.

Limitation of Liability. In no event shall METROHM USA be liable for indirect, incidental, exemplary, or consequential damages, or for loss of profits or loss of use arising from or related to any of the products or services from METROHM USA. In no event shall any liability of METROHM USA arising in connection with any article sold hereunder (whether such liability

arises from a claim based on contract, warranty, tort, indemnity, or otherwise) exceed the actual amount paid by Customer to METROHM USA for such article. The remedies provided herein are Customer's sole and exclusive remedies, and METROHM USA shall not be liable for any other claim or damages of any kind related to the products or services.

Intellectual Property. The sale of equipment to Customer will in no way transfer to Customer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings or other intellectual property incorporated into the equipment. METROHM USA grants Customer a non-exclusive and non-transferable right to use any software provided for Customer's internal purposes only. Customer may not reverse engineer, decompile, or disassemble any software licensed from METROHM USA.

Indemnification. Customer agrees to indemnify, defend and hold harmless METROHM USA and its directors, officers, employees, agents, successors, assigns, and related companies (separately and collectively, the "Indemnitee") from and against any and all third-party liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) which may be assessed against or incurred by Indemnitee relating to or arising out of (a) any negligence, grossly negligent or intentional misconduct or omission of Customer or its directors, officers, employees, agents, successors and assigns in connection with the provision or use of Equipment, except to the extent caused by the negligent, grossly negligent or intentional misconduct or omission of Indemnitee; or (b) any material breach of these Terms or any Agreement between Customer and METROHM USA.

No Customer Assignment. Customer may not assign or delegate any of its rights or obligations under any of these Terms and any Agreement between Customer and METROHM USA without the prior written consent of METROHM USA. Any attempted assignment or delegation in violation of this paragraph shall be null and void.

Parties Bound. These Terms and any Agreement between Customer and METROHM USA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Force Majeure. METROHM USA will not be responsible or liable for failing to perform our obligations under these Terms and any Agreement between Customer and METROHM USA to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

Governing Law; Enforceability. The rights and obligations of the parties and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, and the federal laws of the United States applicable therein, excluding their conflicts of law principles. In the event that any of the provisions of this quotation shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this quotation shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties

intent in agreeing to be bound by this quotation. Headings are for convenience only and shall not be used in the interpretation of these Terms.

