

1. AGREEMENT.

1.1 These general terms of sale and delivery (the “**Terms**”) shall apply to any delivery of products and/or services (the “**Goods**”) from Weibel Scientific A/S or any one of its subsidiaries (each “**Weibel**”) to its customer (the “**Customer**”) unless otherwise agreed in writing. The term “**Goods**” also covers the components and underlying products embedded in the primary product.

1.2 Upon Weibel’s written acceptance of Customer’s order (the “**Order**”), Weibel will supply to Customer the Goods specified pursuant to these Terms.

1.3 Unless otherwise specified in writing by Weibel, these Terms, the Order, and Weibel’s order confirmation constitute the entire agreement between the Weibel entity providing the Goods and Customer, and supersede all other agreements and understandings, whether written or oral, between the parties with respect to this subject matter. Unless otherwise stated in writing by Weibel in advance, Weibel’s acceptance of the Order does not modify these Terms, and Weibel rejects any conflicting or additional terms or conditions in the Order or other documents. After acceptance by Weibel, the Order cannot be cancelled or changed by Customer without Weibel’s prior written consent.

2. PRICES.

2.1 Unless otherwise agreed, prices are exclusive of freight, insurance, VAT or other like charges arising outside Denmark in performance of the Order.

2.2 Prices are valid for the stated validity time. An extension of the validity time must be confirmed in writing to be valid and binding on Weibel.

2.3 Weibel shall at all times be entitled to charge an additional reimbursement in the event that material changes in the DKK/EURO exchange rate, rates of duty or other costs that are included in the price occur after Weibel has made the offer or order confirmation.

2.4 If Weibel incurs costs on behalf of the Customer, Weibel shall be entitled to reimbursement of same on demand.

3. PAYMENT.

3.1 Unless otherwise agreed in writing, Customer shall provide to Weibel an Irrevocable Letter Of Credit covering the purchase price and confirmed by Weibel’s bank.

3.2 Payment shall be in the currency quoted in the invoice.

3.3 In case of Customer’s late payment, interest shall be charged at 1.5% per month from the invoice due date. If Customer’s account is more than 90 days in arrears, Customer must reimburse Weibel for the reasonable costs (including attorneys’ fees, seeking and attaching of liens, and repossession) of collecting those amounts. In addition, Weibel will be entitled to stop all work related to its delivery of the Goods in the Order.

3.4 The Customer shall be obliged to pay within the time limit indicated in the invoice. In the event of a dispute regarding the invoice and/or the Goods, the Customer may not withhold or setoff the payment of any disputed portion of the invoice.

3.5 Unless otherwise agreed in writing, payment terms are Net 30 calendar days after the date of Weibel’s invoice.

4. DELIVERY TERMS.

4.1 The time of delivery indicated in the agreement or invoice shall be deemed to be approximate.

4.2 Unless otherwise stated in an Order expressly accepted by Weibel, the delivery terms are Ex Works (EXW) in accordance with Incoterms 2020 from Weibel’s premises.

5. INSPECTION AND ACCEPTANCE.

5.1 Customer must inspect the Goods and report claims for defects, damages or shortages in writing within 10 days of delivery or the goods will be deemed irrevocably accepted and such claims will be deemed waived.

6. SALES MATERIALS

6.1 All information concerning weight, dimensions, capacity and technical data in brochures, sales material etc., shall be deemed approximate and indicative only.

6.2 Specific Customer requirements shall be binding upon Weibel only if confirmed in writing by Weibel.

7. TRAINING COURSES

7.1 In case the Goods includes specified training courses, the Customer must confirm the course four weeks prior to the conduct of the course.

7.2 If such confirmation is received closer than four weeks to the planned date of the course, the course will only be carried out upon availability of relevant Weibel personnel.

7.3 Cancellation of a confirmed training course must be received by Weibel no later than 14 days prior to the planned date of the course. If such cancellation notice is not respected, the Customer is required to pay the full training fee.

8. EXPORT CONTROL AND SANCTIONS.

8.1 Regardless of the agreed delivery terms, Weibel shall apply for an export license if delivery of the Goods involves an export that requires an export license. The agreement is valid and binding on Weibel only if Weibel be granted the appropriate export license.

8.2 In the event that the export license be not granted or if the export license is withdrawn by the Authorities with no fault on Weibel, the agreement or the Order confirmation shall be null and void and Weibel and the Customer shall have no claim for compensation of any kind on one another. This shall hold regardless of the reason why the license is not granted.

8.3 The Customer shall upon Weibel’s request provide the required documents to support an export license application. It is the Customer’s responsibility to provide such documentation in a timely manner. If the Customer fails to do so and the delivery for that reason is delayed, Weibel shall be entitled to charge interest on the purchase price pursuant to para. 3.3 above.

8.4 By accepting those Terms, the Customer represents and warrants that the Goods is not intended for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance, or storage of missiles capable of delivering such weapons.

8.5 By accepting those Terms, the Customer represents and warrants that the Goods is not intended for a military end-user in a country subject to an arms embargo.

8.6 By accepting those Terms, the Customer represents and warrants that it will comply with:

- i. all applicable laws and regulations related to import and export control (for instance the laws and regulations under the United Nations, the United States, the European Union and/or any of its member states), and national security and strategic interest (“**Export Control Laws**”); and,
- ii. all applicable trade or financial sanctions laid down, administered or enforced under the laws of any relevant jurisdiction (for instance the United Nations, the United States, the European Union and/or any of its member states) “**Sanctions**”. Export Control Laws and Sanctions are collectively referred to as “**Trade Regulations**”.

8.7 Weibel shall not be obligated and may refuse to perform, deliver, procure, or make available the Goods in, to, or from any jurisdiction or legal person that violates any Trade Regulations or economic sanctions or restrictions. The Customer shall not directly or indirectly, export, re-export, or release any Goods to any jurisdiction or country to which, or any legal party to whom, the export, re-export, or release of such Goods is prohibited by applicable Trade Regulations and/or economic sanctions or restrictions. In particular, the Customer shall not sell, export, re-export or release the Goods to any natural or legal person, entity or body in Russia or for use in Russia. The Customer further undertakes its best efforts to ensure that the

purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including the end-user. Any violation of this paragraph shall constitute a material breach of an essential element of the agreement between the parties, and shall entitle Weibel to seek appropriate remedies in addition to damages for any losses, including, but not limited to: (i) termination of the Order; and (ii) a penalty of 50 % of the total value of the Order or price of the goods exported, whichever is higher. The Customer shall immediately inform Weibel about any problems in applying this paragraph, including any relevant activities by third parties that could frustrate the purpose of this paragraph. The Customer shall make available to Weibel information concerning compliance with the obligations under this paragraph within two weeks of the simple request for such information.

8.8 If required by Weibel, the Customer is obliged to obtain and forward to Weibel end-user certificates for the Goods.

9. RESERVATION OF TITLE.

9.1 Weibel reserves the title to the Goods until the purchase price has been paid in full.

10. IP RIGHTS.

10.1 Weibel's sale of the Goods to Customer does not create or transfer ownership of any of Weibel's intellectual property rights to Customer. The Customer is only granted a non-exclusive, irrevocable and royalty free right to use the Goods to the extent required for the installation, operation, use and/or maintenance of the Goods in accordance with relevant manuals and Weibel's instructions.

11. PRODUCT WARRANTY.

11.1 The Goods are supplied with a warranty of one (1) year from the date of shipment from Weibel. Additional product warranties (if any) are provided in the labeling and literature accompanying such products and are provided "as of" the date of shipment from Weibel. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND CUSTOMER EXPRESSLY WAIVES THESE WARRANTIES. Weibel makes no other warranties of any kind.

11.2 Any repair or attempt to repair the Goods by anyone other than Weibel automatically voids any warranty on those Goods. The warranty is also void if the products are misused or abused.

11.3 Any oral or written statement concerning the Goods that is inconsistent with the warranty provided in the labeling and literature is of no force or effect.

11.4 Goods may be returned only with prior written approval from Weibel.

12. PRODUCT LIABILITY

12.1 Weibel shall be liable for harm to persons or property caused by defects in the Goods that render the Goods dangerous to the extent such liability is provided by Danish law including the Danish Act on Products Liability (*Produktansvarsloven*), however subject to the limitations set out in those Terms (including section 14 below) to the extent permitted by law.

13. LIMITATION OF LIABILITY.

13.1 IN NO EVENT WILL WEIBEL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, COLLATERAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, OPERATIONAL DOWN TIME, LOSS OF PROFITS, REVENUE OR GOODWILL), OR PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON AGREEMENT, TORT, STATUTORY STRICT LIABILITY, WARRANTY, OR ANY OTHER THEORY OF LIABILITY.

13.2 WEIBEL'S TOTAL LIABILITY FOR DAMAGES OR ANY OTHER KIND OF LOSS RELATED TO THE GOODS IS LIMITED TO 1) 50% OF THE CUSTOMER'S TOTAL PURCHASE PRICE FOR THE GOODS, OR 2) AN AMOUNT OF EUR 4,000,000, WHICHEVER IS THE LOWEST.

14. CONFIDENTIAL INFORMATION.

14.1 Any non-public information of any kind, whether oral or written, including without limitation information of a commercial, technical or financial nature, technical information of the Goods, processes, technologies and know-how in general, test results and data, reports, materials, projections, business plans and strategies, business alliances, trade secrets, customers, suppliers, markets, services, designs, personnel, regulatory and environmental matters and other proprietary information, that a receiving party or its representative receives from a disclosing party or its representative incidental to or in connection with these Terms (collectively, "Confidential Information"), is and will remain the property of the disclosing party.

14.2 Confidential Information does not include information which:

- i. was in the possession of the receiving party at the time it was first disclosed by the disclosing party;
- ii. was in the public domain at the time it was disclosed to the receiving party;
- iii. enters the public domain through sources independent of the receiving party and through no breach of this provision by the receiving party;
- iv. is made available by the disclosing party to a third party on an unrestricted, non-confidential basis;
- v. was lawfully obtained by the receiving party from a third party not known by the receiving party to be under an obligation of confidentiality to the disclosing party; or
- vi. was at any time developed by the receiving party independently of any disclosure by the disclosing party.

14.3 Confidential Information may be used to the extent necessary to perform under these Terms and the parties will not disclose Confidential Information to any third party, except to its agents (who have agreed to confidentiality obligations at least as restrictive as these) as necessary for the transactions.

14.4 In no event will the Customer acquire any right, title or interest in and to any Goods or process information, including related know-how, either existing or developed during the course of the business relationship between Weibel and the Customer, and in no event will Weibel acquire and right, title, or interest in and to any materials or information provided to it by the Customer.

15. COMPLIANCE WITH LAW

15.1 The Customer shall comply with all applicable laws and regulations relating to anti-bribery, anti-trust, anti-money, laundering and anti-corruption as amended from time to time.

15.2 Weibel retains the right to suspend or terminate any Goods immediately if Weibel believes, in good faith, that the Customer has breached any of these laws and regulations.

15.3 The Customer shall indemnify and hold Weibel harmless from and against any and all damages, liabilities, penalties, fines, costs and expenses arising out of claims, suits or allegations of the Customer's failure to comply with this provision.

15.4 Weibel shall have the right during reasonable business hours to inspect the locations that are used by the Customer and to inspect and copy the books and records related to Weibel's Goods in order to audit the Customer's compliance with those Terms.

16. FORCE MAJEURE.

16.1 Neither party will be liable for any defective, non-conforming or delayed Goods that is wholly or in part due to unforeseeable circumstances beyond the affected party's commercially reasonable control. Such circumstances include, but are not limited to fire, act of God, strike, lockout, labor disruption, lack of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, accidents during transport, embargos, government order or directive, civil insurrection or disruption, riots, cyberattacks, pandemics or lack of power supply.

17. TERMINATION

17.1 A Party may terminate the Order in whole or in part as a consequence of the other Party's material breach but only provided that 1) the other Party has been notified in writing about the breach, and 2) has been granted a grace period of at least three months from receipt of the notice. In case of Weibel's delay, the grace period will also apply.

18. GOVERNING LAW AND VENUE.

18.1 Any agreement between Weibel and the Customer, including the Terms and any Order regarding and relating to the Goods, shall be governed by, and interpreted in accordance with Danish law excluding its conflict of law rules.

18.2 Any dispute or claims arising out of or in connection with such agreement, including these Terms and any Order, shall be referred to and finally settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration tribunal shall be composed of a sole arbitrator appointed by the arbitration institute. The place of arbitration shall be Copenhagen, Denmark. The language of the arbitral proceedings shall be English, unless both Parties are Danish, in which case the language shall be Danish. The decision(s) of the arbitration tribunal shall be final and binding upon the Parties.

19. MISCELLANEOUS.

19.1 The failure by either party to enforce any of the provisions of these Terms will not be construed as a waiver of such provisions nor a waiver of the right of that party to enforce such provisions in the future.

19.2 In the event that provision of these Terms, any Order and/or order confirmation is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of these Terms, the applicable Order and order confirmation will remain in full force and effect.

19.3 All sections relating to payment, ownership, export control and sanction, confidentiality, indemnification and duties of defense, representations and warranties, waiver, and provisions which by their terms extend beyond the term will survive the termination of these Terms, any Order and order confirmation.

19.4 These Terms may not be modified except by written agreement signed by the parties.

19.5 Except as otherwise provided, these Terms and any Order are binding upon and inure to the benefit of the parties' successors and lawful assigns.

19.6 Weibel and the Customer are separate entities and nothing in these Terms, any Order or order confirmation will be construed as creating an employer-employee or joint venture relationship.