

1. General

- a) All offers, legal transactions, sales and deliveries of goods and all other services, including offers, legal transactions, sales and deliveries of goods and services via the online-shop between SHIMADZU Handels GesmbH („Shimadzu“) and companies within the meaning of section 1 KSchG (*Konsumentenschutzgesetz*; Austrian Consumer Protection Law) („Buyer“) shall be based on the following general terms and conditions of Shimadzu („GTC“).
- b) Any conflicting terms and conditions of purchase, delivery and payment from the Buyer („Buyer GTC“) are hereby objected to. Buyer's GTC, any agreement of terms and conditions deviating from the GTC or deviations from and/or supplements to the GTC require the prior written consent of Shimadzu, otherwise the GTC apply exclusively.
- c) Buyers GTC do not apply even if they are included within a confirmation letter from the Buyer sent subsequently to our order confirmation and not objected from us. Our silence shall be regarded as rejection of Buyers GTC.
- d) Oral declarations, promises, collateral agreements and/or agreements deviating from the GTC, especially made via telephone, require written confirmation by Shimadzu in order to be legally effective.
- e) Even in the event of contradictions in the preceding mutual contractual declarations or letter of confirmation, the contract will be concluded by acceptance of our delivery or other performance services solely and in every case in accordance with our GTC.
- f) The GTC also apply to subsequent transactions, delivery of goods, services and for repairs of deliveries and services, even if it has not been explicitly pointed out to the respective contractual partner. However, Shimadzu reserves the right to change the GTC at any time.
- g) The current version of the GTC can be viewed on Shimadzu's homepage www.shimadzu.eu.com/agb and can be downloaded and saved.

2. Offers

- a) All offers made by Shimadzu are subject to change without notice and are non-binding unless explicitly stated otherwise in written form.
- b) Orders of the Buyer, including the Buyer's orders in the Online-Shop have binding effect. A contract between the Buyer, who has submitted an order (in the Online-Shop by clicking on the button "order for payment" in the last step of the ordering process) and Shimadzu, shall be concluded only upon Shimadzu's acceptance of the order, which shall be effected either by (i) handing over or sending a written order confirmation, (ii) Shimadzu's countersignature of the order, (iii) Shimadzu's signing of a separate contract, or (iv) by performance or delivery to the Buyer of the goods and/or services ordered by the Buyer (each of the acts referred to in (i) to (iv) an "**Order Confirmation**").
- c) The illustrations and drawings relating to our products as well as the information and data contained in catalogs, brochures, advertising literature, etc. ("**Brochure Information**") only represent approximate values and are only relevant if express reference is made to them in the order confirmation. In no case do the Brochure Information contain guarantees or assurances of certain characteristics. Guarantees and warranties shall only be agreed in writing and designated as such. A defect within the meaning of section 922 ABGB (*Allgemeines bürgerliches Gesetzbuch*; Austrian Civil Code) shall only exist regarding Brochure Information if the actual quality deviates not only insignificantly from the quality as described in the Brochure Information.

3. Registration in the Online-Shop and Processing of Personal Data

- a) The Buyer can order goods in the Shimadzu online shop ("**Online Shop**") as a registered user. The Buyer is a registered user if the Buyer logs in to the Online-Shop-account with an e-mail address and the password freely chosen during registration before or in the course of an order. Registration does

General Terms and Conditions
valid as of April, 2021

not imply any obligation to purchase the goods offered by Shimadzu.

- b) The Buyer is obliged to keep the password of his Online-Shop-account confidential and not to disclose it to third parties under any circumstances, i.e. persons outside the company or persons in the Buyer's company who are not authorized to represent the Buyer.
- c) The Buyer can delete the registration at any time under the menu item "my account"
- d) Insofar as information provided by the Buyer changes, the Buyer himself is responsible for updating it. All changes can be made online after logging in under the menu item "my account".
- e) For information on the processing of personal data, please refer to our data protection information, which is available under the following link www.shimadzu.eu.com/datenschutz

4. Prices

- a) Unless otherwise agreed, prices are *ex Korneuburg* and exclusive of statutory VAT, packaging and shipping costs. They are based on Shimadzu's costs at the time of the conclusion of the contract. If the delivery time is more than 4 months, Shimadzu is entitled to charge the Buyer the costs of the subsequent introduction or increase of customs duties, taxes, fees, charges, freight and/or energy costs, wages, etc., or the increase of Shimadzu's purchase prices due to changes in currency exchange rates.
- b) With regard to orders of less than € 150 net, Shimadzu is entitled to charge an additional flat rate of € 9.50 net to compensate for the handling of small orders.

5. Shipping, Transport and Insurance

- a) The shipment and transport of the ordered goods is at the risk of the Buyer. This also applies, for example, in the event of an agreement for delivery carriage paid, FOB or C&F and also if the choice of the means

of transport, the transport person and/or the transport route is made by Shimadzu.

- b) Shimadzu is obliged to take out transport insurance only if and insofar as this has been agreed in writing with the respective Buyer. Such insurance shall be taken out at the request of the Buyer. The resulting premiums and expenses shall be borne by the Buyer.

6. Delivery Dates

- a) Unless otherwise expressly agreed in writing, agreed delivery and performance dates are only approximate and are not binding for Shimadzu.
- b) Delivery periods shall commence on the latest of the following dates:
 - Date of order confirmation;
 - Date of fulfillment of all technical, commercial and financial conditions incumbent on the Buyer;
 - Date on which Shimadzu has received a down payment to be made prior to delivery of the ordered goods and/or a letter of credit to be issued or a bank guarantee, if any.
- c) All deliveries are subject to Shimadzu receiving its own deliveries on time.
- d) Special circumstances such as strikes, operational stoppages imposed by law or by governmental authority or caused by other circumstances such as pandemics or technical defects, operational restrictions, operational disruptions, import and export bans, handling difficulties with Shimadzu's suppliers and other events not foreseen by Shimadzu, events of force majeure and circumstances which directly or indirectly disrupt or prevent delivery or performance, shall release Shimadzu from its performance obligation for the duration and to the extent of the operational or shipping disruptions resulting therefrom, without the Buyer having the right to derive any claims for damages therefrom.
- e) If Shimadzu fails to meet a delivery deadline agreed as binding, the Buyer shall have the right to withdraw from the contract after the unsuccessful expiry of a reasonable grace period of not less than 14

General Terms and Conditions
valid as of April, 2021

(fourteen) working days to be set by the Buyer in writing. The Buyer shall be entitled to damages only if Shimadzu is at fault and the grace period expires fruitlessly; in case of slight negligence, the damages for delay in delivery in case of a bindingly agreed delivery period shall be limited to a maximum of three times the purchase price of the item not delivered on time in case of analytical equipment or to 0.5% (zero point five percent) of the purchase price of the equipment or part of the equipment that cannot be used due to untimely delivery in case of medical equipment for each full week of delay, but in total to a maximum of 5% (five percent). Beyond that Shimadzu is only liable according to point 10 lit. f) of the GTC.

f) If the Buyer is in default of acceptance or acceptance is delayed or made impossible due to an act or the omission of an action incumbent upon the Buyer, for example in connection with orders or preparatory work or the acceptance of the object of purchase or otherwise, the agreed purchase price or the outstanding remaining purchase price shall become due after the expiry of a reasonable grace period in any case. Furthermore, the legal effects of default of acceptance, in particular according to section 1419 ABGB (*Allgemeines bürgerliches Gesetzbuch*; Austrian Civil Code), as well as a claim for further damages in addition to this, remain unaffected. Interim storage of the object of purchase, which is at Shimadzu's discretion, shall be at Buyer's expense and risk.

7. Invoicing and payment

- a) Our invoices are payable without deduction within 30 days of issue. Even in case of early payment, the Buyer is not entitled to deduct any discount. Bills of exchange and checks, which Shimadzu is not obliged to accept, are only given on account of performance, so that payment is not made until cash payment has been received and there are no longer any consequences of default.
- b) For partial invoices, the terms of payment specified for the overall order shall apply in analogy. Partial deliveries may in any case be invoiced separately.

c) In the event of default in payment, interest of default shall be deemed to have been agreed in accordance with section 456 UGB (*Unternehmensgesetzbuch*; Austrian Commercial Code), whereby the applicable base interest rate shall be at least zero. The costs incurred in the event of default for the intervention of a lawyer - insofar as they were reasonable and necessary - shall be borne by the Buyer in accordance with the RATG (*Rechtsanwaltstarifgesetz*; Austrian Law on Legal Tariffs). In particular, these costs shall also be borne by the Buyer within the scope of compensation for damages. In addition, a reimbursement of expenses in the amount of € 25 can be demanded for each formal notice.

d) Shimadzu has the right to withdraw from a contract in whole or in part and to claim damages for non-performance to this extent if the Buyer is in default with a payment and a payment deadline of one week set by Shimadzu after the due date is not met. Withdrawal from the contract by Shimadzu shall not affect claims for damages by Shimadzu (such as for wasted expenses, lost profits, etc.).

e) If the financial circumstances of the Buyer deteriorate significantly after the conclusion of the purchase agreement or if Shimadzu subsequently learns that the Buyer's financial circumstances are significantly worse than assumed by Shimadzu, Shimadzu is entitled to make the delivery conditional on the prior fulfillment of all payment obligations of the Buyer including also from other orders and deliveries of Shimadzu. If the delivery has already been made, Shimadzu is entitled to reclaim the goods and/or withhold them until all payment obligations of the Buyer have been fulfilled. This applies irrespective of whether securities, in particular bills of exchange that expire later, have been provided to Shimadzu for these claims. The provisions of this paragraph shall also apply if Shimadzu has accepted bills of exchange and Shimadzu subsequently receives unfavorable information about the financial situation of the acceptor or issuer.

General Terms and Conditions
valid as of April, 2021

f) The Buyer may only set off its undisputed or legally established claims against Shimadzu's claims, but under no circumstances with counterclaims from other legal transactions. The Buyer is not entitled to a right of retention.

8. Retention of Title

a) Shimadzu retains title to all goods delivered by Shimadzu until full payment of the corresponding invoice amounts plus interest and costs. Shimadzu has the right to determine on which parts of the total liabilities payments on account of the Buyer are to be credited.

b) If the delivered goods are combined with another movable item in such a way that they are to be regarded as an integral part of a new item, the Buyer hereby assigns proportionate co-ownership of the new item to Shimadzu. The Buyer shall exercise possession of the new item on behalf of Shimadzu.

c) The Buyer may resell the contractual goods delivered by Shimadzu - provided he is not in default with the payment of the purchase price - in proper business transactions under retention of title against payment in cash or by bill of exchange. As long as the goods under retention of title are with the Buyer, the Buyer shall keep them in trust for Shimadzu with the diligence of a prudent businessman.

d) If the Buyer sells the goods under retention of title together with others, the Buyer hereby assigns to Shimadzu the claims arising from the resale of the retained goods in the full amount, and in case of prior processing or mixing with goods not belonging to Shimadzu, in the amount of the value of the processed goods under retention of title as shown on the corresponding invoice between Shimadzu and the Buyer. If such sale of goods is made together with other goods not supplied by Shimadzu for a total price, the Buyer hereby assigns to Shimadzu its purchase price claim to the extent of the value of the goods under retention of title invoiced by Shimadzu to Buyer. In each of these aforementioned cases, the Buyer who resells the goods under retention of title in

accordance with clause 8. lit. f) of the GTC undertakes to make a corresponding note in its books and on its related invoices.

e) Upon Shimadzu's request, the Buyer is obliged to notify the third-party debtor of the assignment to Shimadzu, stating the amount of Shimadzu's claim. He must provide Shimadzu with all information necessary to assert Shimadzu's rights and he must hand over all pertinent documents. If the value of the claims assigned to Shimadzu exceeds Shimadzu's outstanding total claim against the Buyer by more than 20% (twenty percent), Shimadzu is obliged to retransfer the excess portion upon Buyer's request.

f) Pledging, transfer of security and assignment of security of the goods under retention of title of Shimadzu as well as the rights to which Shimadzu is entitled and other dispositions by the Buyer impairing the rights of Shimadzu are not permitted. Interventions by third parties - be it on the conditional commodities, the claims assigned to Shimadzu or the rights established according to the preceding paragraphs - must be reported by the Buyer to Shimadzu immediately, sending all documents necessary for an intervention. All costs of an intervention by Shimadzu shall be borne by the Buyer.

g) In the event of default in payment, Shimadzu has the right to choose whether the assertion of the retention of title is exercised under withdrawal from the contract or under maintenance of the contract. Unless the assertion is expressly made under rescission of the contract, it shall not be deemed to be a rescission of the contract.

h) Shimadzu has the right, after exercising the redemption right pursuant to this clause 8. of the GTC, to sell the object of purchase concerned on the open market ("**Open Market Sale**") by offsetting it against the purchase price claim ("**Purchase Price Claim 1**"). Any remaining difference between the Purchase Price Claim 1 against the first Buyer and the purchase price from the Open Market Sale shall be reimbursed by the original Buyer to Shimadzu as damages plus interest. In the case of an

General Terms and Conditions
valid as of April, 2021

Open Market Sale, the Buyer has the right to name potential interested parties. In addition, Shimadzu is obliged to inform the Buyer before the conclusion of the purchase agreement with a third party, stating the purchase price, and the Buyer has the option to name a better interested party within seven days, whereby Shimadzu must still receive a binding offer within the deadline. An Open Market Sale shall only be made to the best bidder.

9. Software license terms

Insofar as Shimadzu also provides the Buyer with software in connection with the sale of goods, devices and equipment ("**Purchased Hardware**") - regardless of whether operating system software or user software (any form also named "**Software**"), the following license terms shall apply:

- a) Shimadzu grants the Buyer only the non-transferable and non-exclusive right to use the Software together with written documentation in connection with the Purchased Hardware for internal use. Duplication of the Software is only allowed for backup purposes. The Buyer is not permitted to copy the Software for other purposes, to transfer the Software to third parties or to distribute the Software in any other way. Any Software extension or modification of the Software intended by the Buyer as well as any other intervention in a program of the Software shall be notified to Shimadzu in writing in due time in advance and is not permitted without Shimadzu's express written consent.
- b) All rights relating to the Software shall remain with Shimadzu, and in particular shall remain the exclusive intellectual property of Shimadzu within the meaning of the Austrian Copyright Act (*Urheberrechtsgesetz*), irrespective of whether the Software is patented, otherwise protected or not protected. Any disclosure of the Software or related written materials to third parties requires the prior express written consent of Shimadzu. In addition to this clause 9 of the GTC, the license terms and conditions of use, if any, transmitted with the Software shall apply.

- c) The license fee for the Software is included in the purchase price for the Purchased Hardware.
- d) Shimadzu is entitled to terminate the existing license relationship for the Software with the Buyer without notice if the Buyer violates the above license conditions and does not immediately cease this violation after a warning.

10. Warranty for defects/liability

- a) Shimadzu grants a 2-year warranty on products supplied by Shimadzu.
- b) Parts supplied by Shimadzu which prove to be defective as a result of defective material or defective workmanship shall, at Shimadzu's option, be repaired at Shimadzu's or the customer's premises or new parts shall be supplied (improvement or replacement). No warranty or liability is assumed for defects resulting from normal wear and tear. The burden of proof that the defect was already present at the time of delivery and that it was not caused by improper handling or external influence, shall be borne by the Buyer. This also shall apply if modifications, rectification or repair work has been carried out by the Buyer or a third party without Shimadzu's written consent. The applicability of section 924 sentence 2 ABGB (*Allgemeines bürgerliches Gesetzbuch*; Austrian Civil Code) is excluded by mutual agreement.
- c) In our product descriptions, we regularly point out that the duration of the functional capability of the devices supplied by us depends on the special purpose and to a large extent on the type and duration of use, and that this in turn may make it necessary to replace certain wearing parts at longer or shorter intervals. The wear and tear of the parts is not covered by the warranty.
- d) The detection of defects must be notified to Shimadzu immediately in writing, in the case of recognizable defects within 8 (eight) working days after delivery, otherwise the warranty claim and the claim for compensation for the damage caused by the defect and due to error is excluded. In the event of complaints, the Buyer is not entitled to make any changes or rework at

General Terms and Conditions
valid as of April, 2021

our expense without our consent. Rejected parts, which are replaced by Shimadzu under warranty, become the property of Shimadzu again. For performed rework or delivered spare parts, liability exists only until the expiration of the warranty period for the original delivery.

- e) If the repair or replacement fails (e.g. because it is impossible, fails twice or does not succeed within a reasonable period of time), the Buyer may, at his option, demand either a price reduction or the cancellation of the contract, provided that the defect is not merely minor. Shimadzu assumes any further warranty or liability only within the limits of point 10 lit. f) of the GTC.
- f) Shimadzu shall only be liable for damages resulting from an intentional or grossly negligent breach of duty by Shimadzu or one of its legal representatives or vicarious agents. Shimadzu's liability for slight negligence is excluded. All liability consequences of Shimadzu for financial losses of the Buyer are limited to the amount of the respective purchase price.
- g) All warranty claims and claims for damages arising from defects in a delivery and/or service must - if the defect is not expressly acknowledged by Shimadzu - be asserted in court within one year of the expiry of the contractually stipulated warranty period, otherwise the claims shall be null and void.

- c) The place of performance and payment is Korneuburg, Austria.
- d) The exclusive place of jurisdiction for all claims arising from the GTC and the Contract and its execution is Korneuburg, Austria, providing that Shimadzu may also choose the Buyer's general place of jurisdiction as the place of jurisdiction.

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11. Supplementary provisions

- a) Should individual provisions of the GTC be or become invalid, this shall not affect the validity of the remaining provisions of the GTC and of the contract based on these GTC or incorporating these GTC (in these GTC the "**Contract**"). Ineffective provisions shall be replaced by effective provisions which come as close as possible to the intended purpose in economic terms.
- b) The GTC and the Contract and its performance shall be governed exclusively by Austrian law, excluding the conflict of law rules of Austrian private international law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.