



TERMS AND CONDITIONS OF BUSINESS

m&h Inprocess Messtechnik GmbH

Version 1.0

1. Scope and Contract Conclusion

- a) The following Terms and Conditions of Business of m&h Inprocess Messtechnik GmbH ("Ts&Cs") apply to all contracts relating to the provision of goods and services by us ("Goods"). By issuing the order or accepting the delivery, the customer accepts our Ts&Cs. Our Ts&Cs apply exclusively. The customer's additional or differing terms and conditions shall not be recognized unless their validity is expressly agreed in writing. Our Ts&Cs also apply to all future purchase and software license agreements, even if we provide the goods or services to the customer unconditionally in the knowledge of the customer's additional or differing terms and conditions and without once again referring to our Ts&Cs.
- b) Offers made by us are non-binding and do not constitute an offer in the legal sense. Instead they should be considered to be only an invitation to the customer to place a binding order. The customer's order is a binding offer. The order is not deemed to be binding until it is confirmed by us in writing or the delivery has been made directly, and solely complies with the content of our order confirmation and these Ts&Cs.
- c) Measurements, weights, images and graphics are only binding for performance if they have been expressly confirmed in writing. Gross weights are stated approximately to the best of our knowledge and are non-binding.

2. Terms of Payment

- a) The prices that apply are those stated in our order confirmation or otherwise those included in our current price list.
- b) Prices are in EUR, ex m&h works and exclude statutory VAT, transport costs, transport insurance, packaging, duties, taxes levied due to foreign regulations, charges and fees, which are borne by the customer.
- c) Unless otherwise agreed, invoices must be paid net within 30 days of receipt.
- d) Payments must be made to our payment office, free of any charges.
- e) Bills of exchange or checks are only accepted by special agreement and only against payment; the costs of collection or discounting shall be borne by the customer.
- f) If the customer is in payment arrears, we are entitled to demand statutory interest of nine (9) percentage points per annum above the prevailing base rate plus a lump sum of EUR 40. This does not affect the right to make a further claim for damage caused by delay.
- g) Withholding payments or offsetting against any of the customer's counterclaims are not permitted unless the counterclaims are uncontested or have been legally established.
- h) If, after conclusion of the contract, we become aware of a significant worsening of the customer's financial circumstances, we are entitled to ask for prepayment for outstanding services

- or for a security deposit, or, alternatively, to withdraw from the contract by offsetting the expenditure we have already made.
- i) The minimum order value is EUR 75. For orders below the minimum value, we will add an additional small order surcharge of EUR 15.

3. Delivery

- a) Unless otherwise agreed, deliveries will be made ex m&h works in accordance with Incoterms 2010.
- b) The delivery period begins as soon as all performance details have been clarified and both parties are in agreement with all the terms and conditions of business, and relates to completion in the plant. Adherence to the delivery period requires the customer to comply with his contractual commitments, particularly the agreed terms of payment.
- c) If the parties have agreed on the installation of the Goods, the customer must abide by the general installation instructions of m&h in order to guarantee a timely and proper installation by m&h. These can be requested at: service.mh@hexagon.com
- d) Unless otherwise agreed, the Goods will be dispatched on behalf of the customer and at the customer's risk. Unless otherwise expressly agreed, we will take out insurance against the usual transport risks at the customer's expense.
- e) Unforeseen events that are outside of our sphere of influence, e.g. breakdowns, industrial action, strikes, lockout, natural disasters, will extend the delivery time for the duration of the disruption, even if they occur during a delay in delivery. The customer is not entitled to bring any claims for compensation against us for reason of such events. If delivery is not possible for a long period that is for a minimum period of three (3) months, due to force majeure, either party is entitled to withdraw from the agreement. The agreed delivery time will also be extended, without the possibility of bringing claims for compensation against us, if we do not receive in good time any official approvals or other permissions from third parties that are required for performance, or any information from the customer required for the performance. This shall also apply if subsequent changes are made to the order.
- f) In the event of a production stoppage or discontinuation of m&h Goods, m&h guarantees to provide the customer with spare parts for Goods ordered by the customer for a maximum of five (5) years for electronic parts and for a maximum of ten (10) years for mechanical parts after the production stoppage or discontinuation.
- g) Part deliveries are permitted. Additional deliveries or short deliveries by us of +/- 10% are considered to be accepted by the customer.
- h) We will endeavor to comply with confirmed delivery dates, but cannot accept any claims brought as a result of non-delivery or delayed delivery.



4. Custom-Made Items

- a) It is not possible to cancel orders for items custom-made by m&h after the order confirmation from m&h has been received.
- b) In the case of larger orders, payments will be due on the interim invoices issued, according to the work performed.
- c) In the case of the manufacture of tools or the provision of special materials by m&h, a prepayment for the amount in question is deemed to have been agreed.

5. Compliance, Confidentiality

- a) The customer undertakes not to disclose to third parties any information about us or the contractual relationship with the customer that has either been identified as confidential or is confidential by nature. Confidential documents, in particular any technical and commercial documents relating to the products covered by this contract, must be kept separately and locked away.
- b) Our provision under these Ts&Cs and the contract with the customer may be dependent on the issuing of export licenses required by law or on other official approvals. If these are not issued by the relevant authorities, or not issued in time, we are entitled to withdraw from the contract without the customer being able to make any claims. The customer must observe all applicable laws and regulations relating to export control, economic sanctions and anti-corruption. Accordingly, the customer should not export or resell the Goods, including software and technical data, if the intended use is prohibited under applicable export control legislation, in particular US law or the EU Dual-Use Regulation, or the end customer is on a denied persons/denied entities list.

6. Warranty, Liability

- a) Unless otherwise agreed, we warrant for a period of two (2) years from delivery by m&h to the direct customer that the product is in the contractually agreed condition upon delivery, i.e. complies with the operating instructions or the instruction manual. In the case of used products, there is a different warranty period of six (6) months from delivery by m&h to the direct customer or until the end of the original warranty period, whichever is longer. In the case of products or components that have been repaired or replaced, the warranty period is twelve (12) months or until the end of the original warranty period, whichever is longer. We provide no warranty and accept no liability for products to be provided free of charge or faults expressly stated at the time the contract is concluded.
- b) No special warranty or guarantee of features is associated with the descriptions of the goods, explanations about their functionality, advertising materials or advice in the operating manual.
- c) Warranties for faulty goods are limited to repair or replacement, at our own discretion. If a repair or replacement fails three times, the purchaser has the right to either rescind the purchase or to receive a pro rata reduction in the purchase price, at his own discretion.

d) The Goods we supply must be examined immediately. We do not accept any liability for faults which the customer does not report to us in writing immediately, i.e. no later than three (3) working days after the receipt inspection, or for concealed faults which the customer does not report to us in writing immediately, i.e. no later than three (3) working days after discovery and within the warranty period. This also applies if Goods other than the stipulated Goods or a quantity of Goods other than the stipulated quantity has been delivered. Transport damage that can be identified upon delivery or missing parts must be noted on the carrier's delivery note. If the customer omits to make a timely inspection, the Goods are deemed to have been accepted and to be free from warranty claims.

e) The customer shall bear the risk and cost of initial and return transport of Goods that, contrary to the customer's claim, do not come under the warranty within the meaning of Section 9.

f) We accept unlimited liability where there is fault on our part and that of our legal representatives and vicarious agents in the case of intent, gross negligence and fraud, and in the case of injury to life and limb, by applying product liability law, and in the case of a warranty claim. Apart from that, regardless of any (contractual or statutory) legal reason, we are only liable for ordinary negligence (i) if material contractual obligations (cardinal duties) have been breached and (ii) to the limit of typical contractual damage and damage that was foreseeable when the agreement was concluded.

g) Insofar as it is permitted by law, m&h is not liable for indirect, collateral, incidental, consequential and/or punitive damage, especially not for loss of profit, regardless of the contractual, quasi-contractual or statutory legal basis.

h) The customer is required to take all reasonable steps to protect against and mitigate damage.

i) The customer is not due any warranty rights for such defects or damage that are the fault of the customer or of third parties, e.g. through misuse, inappropriate or improper use, faulty operation or use, improper installation or assembly, unauthorized modification, normal wear and tear, unauthorized opening, repair or alterations, accident or fire.

j) The customer must indemnify us against any claims, e.g. for product liability, brought against us by third parties due to use described in Section 5 i) or other unauthorized use of our Goods by the customer.

k) Any further warranty, guarantee or liability beyond that provided for in these Ts&Cs, is excluded, regardless of the legal reason.

7. Industrial Property Rights, Software

a) We retain all intellectual and industrial property rights, in particular copyright, patents, registered designs and design patents, trade mark and design rights for our products and any modifications made to them, and for our software, user documentation, designs, models and other product or sales documentation. The stated products and documents may only be disclosed to



third parties with our prior written agreement.

b) We grant the purchaser a non-exclusive, non-transferable user license for the agreed typical usage within the scope of the user documentation of any software, updates and releases which are either integrated within our Goods or delivered separately or downloadable. In addition to these Ts&Cs, m&h's Software Licensing Agreement also applies to the use of any software. This Software Licensing Agreement can be found at <http://mh-support.com/LB> and <http://mh-support.com/AGB>.

We are also happy to provide this to our customers in hard copy upon request. If the Ts&Cs and the Software Licensing Agreement have diverging conditions, the Software Licensing Agreement takes precedence, e.g. with regard to the warranty rights for software granted by m&h. We retain all industrial property rights for the software; the software may not be copied, modified, reset, decompiled, transferred to a readable format, disclosed to third parties, linked to third party hardware or software products, or have reference to our copyright protection removed without our written permission. If our Goods contain third party software, the software licensing conditions of the third party manufacturer must be complied with when using the software. If the customer requires a software maintenance agreement, this must be concluded with us separately.

c) The customer is not permitted to change, cover or remove any logos, brand names, property right protection references, or safety and warning notices.

d) If a third party raises uncontested or valid claims against the customer due to breach of property rights by products manufactured by us and used in accordance with the contract, we will, as we see fit and at our cost, either acquire usage rights for the affected products, alter the products so that the industrial property rights of third parties are no longer breached, or exchange the products. Any other claims for compensation are covered by Section 6 of the Ts&Cs.

e) m&h's obligations under Section 7 d) only apply if the customer himself has not breached the property rights, particularly through unforeseen use, unauthorized modification or linking the product to third party products. The customer should inform us immediately in writing of any alleged claims made by third parties. We reserve the right to take measures to defend the case and negotiate a settlement. In consultation with the customer, the product usage should be set up on the basis of minimizing damage and on other key bases.

8. Retention of Title, Transfer of Risk

a) We retain ownership of the Goods until we have received payment in full.

b) If the Goods we supply are resold before the full purchase price has been paid, the receivable for the purchase price from third parties shall transfer to us.

c) In the event of our Goods being processed or combined with others before the full purchase price has been paid, we shall acquire joint ownership of the new item in accordance with the value of the processed goods.

d) During the term of the retention of title, the customer must insure the delivered item against fire, flood and breakage.

e) The customer is not entitled to pledge the retained product, to assign it for security, or to take other decisions that jeopardize the ownership of m&h. If a third party nevertheless acquires rights for the retained product, the customer shall then relinquish to us all rights thus arising in the retained product.

f) The risk of the accidental destruction or impairment of the Goods shall transfer to the customer when they are dispatched ex works, even if carriage paid delivery has been agreed. If dispatch is delayed due to customer fault, the risk shall transfer to the customer on the day the goods are ready to be dispatched.

9. Applicable Law, Place of Jurisdiction, Other Conditions

a) Solely the law of the Federal Republic of Germany applies to the legal relationships between us and the customer, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

b) The sole place of jurisdiction for all disputes, disagreements or claims arising from or in connection with the contractual relationship is Ravensburg. This also applies if the customer has no general place of jurisdiction in the Federal Republic of Germany or has relocated his usual place of residence outside of Germany after the agreement is concluded. We reserve the right to take proceedings against the customer in any other statutory place of jurisdiction.

c) The sole place of performance for all obligations arising from the contractual relationship is Ravensburg.

d) These Ts&Cs apply for an unlimited period of time. The individual contracts/orders may only be terminated with immediate effect by either contracting party if there is a special reason for this, in which case a right to claim compensation for damage in connection with the reason for termination is reserved. Special reasons for termination are, in particular, when (i) the customer breaches his contractual or statutory obligations and does not remedy this breach within thirty (30) days following written warning, (ii) the customer's ability to pay is significantly jeopardized, e.g. bankruptcy or insolvency proceedings being instituted against the customer's assets, (iii) the share ownership in the customer's company changes to another form such that one of our competitors acquires it or (iv) the customer's behavior threatens to bring our good reputation into disrepute.

e) For the assignment of the customer's claims against us for contractual or statutory reasons to become effective, our prior written agreement is required, which will not be unreasonably refused in response to any legitimate request.

f) If individual provisions in these Ts&Cs, or parts thereof, are or become wholly or partially ineffective, this shall not affect the effectiveness of the Ts&Cs as a whole. The ineffective provisions shall be replaced by effective provisions that come closest to the Ts&Cs as a whole and the other contractual agreements in actual, legal and commercial respects. The same procedure shall be applied if there is a loophole in the Ts&Cs.

g) Additional agreements and divergent agreements require the written form. This also applies to the waiver of the written form requirement.