GENERAL TERMS AND CONDITIONS GOVERNING THE SALE AND DELIVERY OF PRODUCTS AND THE PERFORMANCE OF SERVICES

Article 1 - Definitions

In these general terms and conditions, the following terms are defined as stated below:

1.1 Customer: the party that concludes an agreement with Tecan Ltd for the delivery of products or the performance of Services by Tecan Ltd;
1.2 General Terms and Conditions: the underlying general terms and conditions governing the sale and delivery of Products and the performance of Services;
1.3 Incoterms: the Incoterms 2020 as can be retrieved through www.iccwbo.org
1.4 Intellectual Property Rights; all registered and unregistered rights of intellectual property, including but not limited to patents, patent applications, trade secrets and know-how, design rights, copyrights, trademarks and trade name rights.
1.5 Order(s): the instruction of a Customer awarded to Tecan Ltd to deliver Products and/or perform Services;
1.6 Products: all movable goods, or any parts thereof, manufactured by or on behalf of Tecan Ltd;
1.7 Service or Services: development and design services, assembly work, commissioning activities, supervision, paid advice and/or other service activities;
1.8 Tecan Ltd: Company no. 06736647 with limited liability, incorporated under the laws of the United Kingdom with address in Tecan Way, Weymouth, Dorset DT4 9TU.

Article 2 - Offers and agreements

2.1 These General Terms and Conditions apply to all offers, quotations, Orders and agreements with regard to the delivery of Products or the performance of Services by Tecan Ltd, as well as to all agreements ensuing from that.
2.2 All offers and quotations submitted by Tecan Ltd are non-binding and shall be valid for thirty (30) days. An order given to Tecan Ltd shall count as an offer by the Customer, that can only be regarded as having been accepted following written confirmation by Tecan Ltd.
2.3 Quotations issued by Tecan Ltd shall include: designs, drawings, models, samples, descriptions, illustrations, process parameters, production tools, indications of dimensions etc. and any enclosures related to the quotations of Customer. All this shall remain, just like tools made and/or used by Tecan Ltd, the property of Tecan Ltd and must be returned to Tecan Ltd on demand and must not be reproduced, published or made available to any third party without prior written consent by Tecan Ltd.
2.4 An agreement between Tecan Ltd and the Customer is formed as soon as Tecan Ltd accepts the Order by sending a written confirmation of the Order.
2.5 As soon as an Order is confirmed by Tecan Ltd in accordance with clause 2.4, the agreement is binding between the Parties and cannot be cancelled by Customer without the prior written consent of Tecan Ltd.
2.6 It is the sole responsibility and risk of Customer to determine whether the Products and Services offered by Tecan Ltd are suitable for the purpose Customer intends to use them for.
2.7 Tecan Ltd reserves the right to change the construction and design of its Products if, in its reasonable opinion, this will not compromise quality.

Article 3 - Price and payment

3.1 The prices provided by Tecan Ltd are exclusive of sales and/or value-added tax import duties/levies and any other governmental levies, bank charges, and the costs in connection with Tecan Ltd furnishing security.
3.2 Tecan Ltd reserves the right to alter its prices for any reason, including but not limited to alterations in the prices for raw materials, manufacturers prices, exchange rates, wage and transport costs, insurance premium, taxes, import duties. In the event of any price increase that exceeds ten percent (10%) of the originally offered price, the Customer may terminate the agreement by providing written notice within thirty (30) days after notification of the price increase and only if and when the price increase is not the result of an increase of the prices of raw material that is being used by Tecan Ltd for the production of the Products.
3.3 The payments made by the Customer will first be applied to settle all interest and costs owed and subsequently to pay the invoices due.
3.4 In the event of liquidation or moratorium of the Customer, Tecan Ltd is entitled to demand immediate payment of all monies due.
3.5 Tecan Ltd reserves the right, at its discretion, to request a down payment or a full payment in advance or any other security as it sees fit.
3.6 Customer must pay all invoices within Thirty (30) days from the invoice date. If this payment term is exceeded, the Customer is in default by operation of law without a notice of default being required. Tecan is then entitled to charge interest at the rate of two per cent (2%) per month on overdue outstanding invoices. When calculating the interest rate, part of a month is regarded as a full month.
3.7 When outstanding invoices are judicially or extrajudicially collected, Customer owes all actual costs in connection with that.
3.8 In the event of cancellation - for whatever reason - by the Customer of an agreement without the prior written consent of Tecan Ltd, then the Customer is automatically in breach of contract. In that case, Tecan Ltd has the right to keep the down payment or advance payment and is allowed to execute guarantee(s) or provided securities (including but not limited to a bank security), regardless of the actual costs that Tecan Ltd may have incurred due to the cancellation.
3.9 Under the agreement, Tecan Ltd shall be entitled to charge the Customer separately for any extra work it has performed on Customer's instruction as soon as the amount to be charged is known and has been confirmed to Customer.
3.10 The minimum amount of line value for each Order shall be £500 GBP. Tecan Ltd reserves the right to charge additional administration costs for any Orders with a value below this minimum amount.
3.11 Prices set forth in Seller's Quote are subject to being adjusted due to extraordinary market conditions. As used herein, "extraordinary market conditions" means any increase in the cost of materials caused by changes in the market or for any other reason that is outside of Seller's control such as tariffs, surcharges, increased logistics costs and fluctuations in currency and raw materials, which results in an overall price increase of the Equipment in excess of two percent (2%) above the price listed in the Quote.

Article 4 – Delivery and transfer of risk

4.1 The products are exported & delivered under Free Carrier (FCA) Weymouth, UK in accordance with Incoterms 2020, or delivered domestically Carriage Paid To (CPT) with the Incoterms 2020 unless otherwise formally agreed. Partial deliveries are permitted.
4.2 Customer shall be obliged to accept delivery of the purchased Products at the moment at which in accordance with the agreement they are placed at its disposal or are delivered. If Customer refuses to take delivery or is in default with the provision of instructions or information necessary for the delivery, the goods shall be stored for the risk of Customer. All additional costs related to the storage of the Products shall be payable by Customer.
4.3 Tecan Ltd reserves the right to over- or under deliver and invoice ten percent (10%) of the agreed quantity of the Products.
4.4 Delivery periods announced by Tecan Ltd start when Tecan Ltd has received the agreed down or advance payment or security and end when the Products are ready for shipment. These periods are not final deadlines and

they are suspended for as long as agreed payments or securities are not received by Tecan Ltd, or as long as the relevant technical specifications have not been received by Tecan Ltd.

4.5 An agreed delivery time shall not be a deadline, unless otherwise expressly agreed. In the event of overdue delivery Customer must therefore give Tecan Ltd written notice of default.

4.6 If any changes in the Order imply that the performance of the agreement is longer, the delivery time shall be extended by that additional time required.

4.7 The delivery time shall be based on the expectation that Tecan Ltd can perform the activities necessary for the manufacturing of the Products as has been anticipated at the time of the conclusion of the agreement and that the materials required for the performance of the agreement will be delivered promptly to Tecan Ltd.

4.8 The risk of the Products transfers to Customer in accordance with the Incoterms FCA, Weymouth or CPT or any other rules agreed between the parties under the Incoterms. If Tecan Ltd carries out any work on existing Products of Customer, they remain at the risk of Customer at all times.

4.9 Customer shall be deemed to have accepted the Products upon delivery thereof in accordance with the applicable Incoterms, unless Customer submits a written complaint regarding the goods within seven (7) days after the delivery date of the Products.

Article 5 - Government regulations, safety, sanctions

5.1 **Ban on Exports to Russia.** Buyer: 1) agrees that it will not sell, export, or re-export directly or indirectly to any entity within the Russian Federation or for use within the Russian Federation any goods supplied under this Agreement; 2) shall undertake its best effort to ensure that the purpose of clause (1) is not frustrated by any third parties further down Buyer's commercial chain, including by resellers; 3) shall have set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down Buyer's commercial chain, including by resellers, that would frustrate the purpose of clause (1). 4) Any violation by Buyer of clauses (1), (2) or (3), shall constitute a material breach of an essential element of this Agreement, and Seller shall be entitled to seek appropriate remedies including but not limited to:

(i) Termination of this Agreement; and
(ii) a penalty equal to the value of the goods sold.

(5) The Buyer shall immediately inform the Seller about any problems applying clauses (1), (2) or (3) of this Section including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under clause (1), (2) and (3) within 14 business days of the request for such information.

5.2 Compliance with many safety regulations is influenced by factors over which Tecan Ltd has little or no control, such as installation, lay out, the materials used in processes, processing methods, safety procedures, maintenance, training and production management and materials and other specifications required by Customer. In this connection, Tecan Ltd cannot guarantee that the Products will satisfy all the applicable local norms and standards. Customer shall be responsible for arranging to have the goods inspected by the local authorities charged with the supervision of safety and working conditions, prior to the goods being put into operation.

5.3 Customer represents that Customer is not an individual or entity with whom dealings are restricted or prohibited (a "Sanctioned Person") under any economic or trade sanctions or similar restrictions imposed by the European Union, United Kingdom, United States or the United Nations or the jurisdiction in which Customer or any party with an interest in the transactions contemplated by this agreement is domiciled (collectively, "Sanctions"). Customer represents that no Sanctioned Person has any direct or indirect interest in, participation in, or control over the agreement (whether as principal, agent, shipper, ultimate consignee, insurer, source of funding, or otherwise) and that the Products will not be resold to, transferred to, or shipped on a vessel owned, chartered, or flagged by any Sanctioned Person or any country or territory that is subject to Sanctions. Customer represents that the Order and any subsequent agreement does not and will not violate any Sanctions. Should any of the foregoing representations or covenants be breached, Tecan Ltd may at its sole discretion, in addition to any other remedy available at law or equity, immediately suspend or terminate performance of this agreement without further liability to Tecan Ltd, and Customer shall indemnify and hold harmless Tecan Ltd from all costs and damages arising from or relating to such breach.

5.4 The parties represent and warrant that, in all of their activities in connection with this agreement, they have complied and will continue to comply with all applicable regulations, laws and legislation, including, European anti- bribery and money laundering legislation, UK Bribery Act as well as any other anti-bribery, anti-corruption or conflict of interest law applicable to either or both parties ("Anti-bribery Laws"). The parties further represent and warrant that neither they nor their director, officer, employee or shareholder or sub-contractors (including a party's consultants, representatives, agents, brokers or other intermediaries, sub-contractors, subagents or other third parties that perform or will perform activities under this Agreement) have given, offered, promised, accepted or agreed to accept or authorized the giving or accepting, or will give, offer, promise, accept or agree to accept, or authorize the giving or accepting of, anything of value in violation of the Anti-bribery Laws. The parties agree that they will make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflect all transactions in connection with this agreement.

Article 6 - Ownership

6.1 Ownership of the Products or work products resulting from the performance of any Services transfers to the Customer only if and when Customer has fully fulfilled all of its obligations ensuing from the agreement concluded with Tecan Ltd.

6.2 The Customer is not allowed to sell, encumber or pledge the Products or the work products resulting from the performance of the Services or make it available to third parties in any other way, shape or form as long as ownership has not transferred to Customer.

6.3 Should third parties wish to attach or exercise any rights with regard to the Products delivered under retention of title, Customer is obliged to notify Tecan Ltd thereof as soon as is reasonably possible.

6.4 Customer undertakes:

a. to insure the Products delivered under retention of title against all forms of damage and against theft and to keep them insured and to submit the policy of this insurance to Tecan Ltd for inspection on the latter's demand;
b. to pledge all claims from the Customer against insurers to Tecan Ltd on the latter's demand;
c. to mark the Products delivered under retention of title as the property of Tecan Ltd.

6.5 Unless agreed otherwise in writing, all Intellectual Property Rights ensuing from execution of the agreement accrue to Tecan Ltd, and Tecan Ltd reserves the right to register these rights in its name.

6.6 Unless agreed otherwise in writing, Tecan Ltd retains the Intellectual Property Rights to the designs, images, drawings (test) models, process parameter, tooling software, samples, etc. it makes available to Customer before or after the effective date of the agreement.

Article 7 - Warranty

7.1 Tecan Ltd does not issue any warranty (explicit or implicit) other than specifically set out in the agreement or these General Terms and Conditions.

7.2 With due observance of the following provisions, Tecan Ltd shall warrant that the Product which it supplies to Customer shall be in conformance with the agreed drawings and/or specifications. Any non-conformance or defect in the Product which the Customer detects has to be reported immediately but no later than seven (7) days after discovery of the defect to Tecan Ltd. The sole remedy concerning the non-conformance or defect of the Product shall be that Tecan Ltd, at no cost to the Customer, replaces the defective Product or parts thereof, provided that Customer can prove that the defects are a result of errors in the construction designed by Tecan Ltd or poor workmanship on the part of Tecan Ltd or poor materials supplied by Tecan Ltd. If the aforesaid period of seven (7) days is exceeded, Customer shall have forfeited all its rights against Tecan Ltd in connection with the defect(s) or non-conforming Product.

7.3 Tecan Ltd shall accept no liability for and shall not issue any warranty in respect of defects which are the result of normal wear and tear or the inappropriate storage or use of the Products and/or any use of the Products which is not in conformance with Tecan Ltd's use instructions. The same shall apply with regard to defects which are the result of bad or poor design, construction and/or materials required or supplied by Customer as well as alterations effected by or for Customer or pursuant to governmental regulations, and also apply with regard to discoloration which does not affect the use of the goods. In addition, all rights under these warranty provisions shall lapse if Products are not put to use within six (6) months of their delivery.

7.4 Tecan Ltd shall use its professional efforts and competence when performing the Services. However Tecan Ltd does not warrant that the Services are accurate, effective, fit for purpose or useful nor does Tecan Ltd provide any other warranty in relation to the Services. Customer shall be solely responsible for determining whether the Services are fit for purpose. The only remedy that is provided by Tecan Ltd in case it is established that the Services are not performed in a professional manner is that Tecan Ltd will perform the Services again.

7.5 The warranty provisions of this article only apply if:

a. Customer fulfils its payment obligations;
b. The use or other instructions provided by Tecan Ltd are observed;
c. Customer or a third party assembles and/or disassembles and/or repairs and/or commissions the Products delivered only with the written consent of Tecan Ltd;
d. The defect is not the result of normal wear and tear;
e. Claims under the warranty are made to Tecan Ltd in writing as soon as possible after a defect is discovered, and ultimately within six (6) months after the delivery date;
f. it does not concern acts or omissions by persons made available to Tecan Ltd by or on behalf of the Customer.

7.6 If Tecan Ltd replaces Products within the framework of its warranty obligation, the replaced Products become the property of Tecan Ltd the moment they are replaced and/or are made available to Tecan Ltd.

Article 8 - Liability for damage/loss and indemnification

8.1 Tecan Ltd cannot be held liable for any damage or loss caused by non-supervisory staff of Tecan Ltd or third parties it has engaged, unless the direct damage or loss is the result of intent or willful misconduct on the part of Tecan Ltd management.

8.2 Tecan Ltd cannot be held liable for any damage or loss to property of the Customer which it holds in its care, custody or control, but is not owned by Tecan Ltd.

8.3 Tecan Ltd is not liable for indirect or consequential damage or loss suffered by the Customer or third parties regardless whether the damage or loss has occurred at the Customer or a third party. Examples of indirect or consequential damage or loss are: lost profits, costs in connection with a stoppage or delay in the production process, full or partial damage to or loss of objects produced, processed and/or treated by means of the Products delivered by or on behalf of Tecan Ltd, loss of value, damage to goodwill and/or reputation and/or brands.

8.4 In the event that the agreement is (partially) dissolved by the Customer as a result of gross negligence, intent or willful misconduct on the part of Tecan Ltd, Tecan Ltd shall not be obliged to do more or other than compensate Customer for the replacement performance up to a maximum amount equal to the contractual value of the part of the agreement which has not been performed or has been dissolved.

8.5 If and insofar as, despite the provisions in this article, Tecan Ltd could be held liable, regardless of the reason, this liability will be limited to the amount equal to the net invoice value of the Products or Services, on the understanding that Tecan Ltd will at all times be liable for no more than £25,000.

8.6 A claim for compensation lapses if Customer fails to notify Tecan Ltd of any facts in writing, stating all the relevant details, and hold Tecan Ltd liable within one (1) month of facts occurring that may constitute a ground for compensation. If Customer has notified Tecan Ltd and has held it liable with due observance of the provisions in the previous sentence, the claim for compensation nevertheless lapses if Customer fails to bring a legal claim against Tecan Ltd at the competent authorities within six
(6) months of the notification.

8.7 The limitations of liability contained in these general terms and conditions are deemed to have been stipulated also for third parties involved in the delivery of the Product by Tecan Ltd.

8.8 The Customer indemnifies Tecan Ltd against any and all claims from its staff and representatives and any third- party claim against Tecan Ltd for compensation of damage or loss suffered or allegedly to be suffered by that (third) party (partially) as a result of the use of application or use of the Products, including but not limited to product liability claims or (alleged) breaches of Intellectual Property Rights of third parties.

8.9 Customer indemnifies Tecan Ltd against any and all claims from its staff or representatives, or from third parties, for personal injury or other damage which is a direct or indirect consequence of:

a. any (alleged) infringement of any intellectual property rights of a third party resulting from the development, manufacture, sale and delivery of any Products (or parts thereof) based on drawings or specific instructions by Customer; or
b. structural/constructional features demanded by the Customer.

8.10 The Customer further indemnifies Tecan Ltd against third-party claims it receives in relation to damage sustained by the said third parties as a result of using designs, advice, studies or other services supplied or rendered by Customer and/or its staff.

Article 9 - Force majeure

9.1 Force majeure is taken to mean all circumstances that temporary or otherwise hamper performance of the agreement and which cannot be attributed to the party that invokes force majeure. Force majeure does in any case include strikes, measures taken by the authorities, a state of war and siege, fire, natural disasters, epidemics, acts of god, a lack of raw materials needed for the delivery of the Products, and/or transport problems during transport of the Products by Tecan Ltd. Force majeure, as described above, at suppliers or other third parties whom Tecan Ltd depends on is also regarded as force majeure suffered by Tecan Ltd.

9.2 The party invoking force majeure must report a case of force majeure within fourteen (14) days of it occurring. If the Customer invokes force majeure, Tecan Ltd is entitled to charge the Customer additional costs such as, yet not limited to, waiting hours and additional travel and subsistence expenses. If the situation of force majeure ends, the party that invoked force majeure must immediately report this to the other party in writing.

9.3 During force majeure, both parties' obligations to deliver and otherwise will be suspended. If the situation of force majeure exceeds a period of six (6) months, dissolution can take place only for those obligations not yet fulfilled and only after the six (6)-month term lapsing. In that case, the parties are not entitled to compensation of any damage or loss suffered or to be suffered as a result of the dissolution.

9.4 If Tecan Ltd has already performed a part of the agreement, be it manufacture or partial delivery, Tecan Ltd shall be entitled to a reasonable amount of compensation for the costs incurred in performing the agreement up to the date on which the event of force majeure commenced.

Article 10 - Confidentiality and protection of personal data

10.1 Both Tecan Ltd and the Customer shall, except for applicable statutory obligations, be obliged to maintain the confidentiality of all confidential information marked as such and received from the other disclosing party for a duration of maximum of three (3) years after expiration or termination of the agreement, unless expressly agreed otherwise.

10.2 Tecan Ltd complies with the rules and regulations related to the collection and use of personal data as laid down in the European General Data Protection Regulation (EU 2016/679). Tecan Ltd collects personal data of Customer to the extent necessary for the performance of the agreement. All personal data are being handled in accordance with the Tecan Privacy Policy which can be retrieved from www.tecan.co.uk/privacy which may be updated from time to time. For information on the policy, including data requests, an e-mail can be sent to Tecan-Sales@idexcorp.com.

Article 11 - Dissolution

Without prejudice to the provisions in paragraph 9.3, the Customer can fully or partially dissolve the agreement only if Tecan Ltd, despite repeated notices of default giving a reasonable remedy period, fails to fulfill an essential obligation of the agreement. The Customer's right to claim dissolution in or out of court lapses six months after the facts occurred that gave rise to demand dissolution.

Article 12 - Final provisions

12.1 The Customer is not entitled to transfer rights and obligations ensuing from this agreement to third parties in any way without the written consent of Tecan Ltd.

12.2 If any provision in these General Terms and Conditions proves to be invalid, voidable or otherwise non-binding, it will be replaced with an article that reflects the nature and purpose of the invalid, voidable or otherwise non- binding provision to the greatest possible extent.

12.3 Provisions in these General Terms and Conditions which according to their nature are destined to survive the agreement they relate to, such as confidentiality and choice of law, will remain valid also after expiry of this agreement.

Article 13 - Applicable law and disputes

13.1 All offers made by Tecan Ltd and all agreements concluded with Tecan Ltd, as well as any agreements relating to that and all disputes ensuing from that are subject only to English law.

13.2 All disputes arising out of or in connection with this agreement will be resolved by an English Court. An action for interim measures, including protective measures, available under English law may be brought to an English Court.

13.3 These products and related technical information, data, documents and materials may be subject to export controls under UK/EU and/or US export regulations and/or US trade embargo regulations. In the case of dual-use items and technology subject to British Export Control Order 2008 and to EU Regulation No. 821/2021: an export license may be required if exported from the UK.

13.4 In the case of products and technology exported from the US: These items may be controlled by the U.S. Government and may be authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. Controlled goods may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

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