

## GENERAL TERMS AND CONDITIONS OF SALE

„Laetus“ refers to Laetus Track&Trace, a division of ALLTEC Angewandte Laserlicht Technologie GmbH, An der Trave 27-31, 23923 Selmsdorf, Germany.

### 1. Terms Acceptance, Quotes and Confidentiality

- a) These General Terms and Conditions of Sale (“**Terms**”) apply to the sale, licensing, and all other provision of Products to Buyer. “**Products**” shall mean hardware, software and any other goods and Services provided to a (distribution) partner, OEM seller or an end customer (hereinafter jointly referred to as “**Buyer**”) by Laetus pursuant to a purchase order, purchase agreement or a comparable agreement between the parties. Bids and price quotes are non-binding, if not expressly stated otherwise by Laetus. “**Services**” shall mean training, installation, repair, support and any other services provided to Buyer by Laetus, if not provided under separate agreements. “**Purchase Agreements**” shall mean these Terms, all documents and agreements referenced herein or including these Terms by reference, and all other documents and agreements expressly agreed upon by both parties regarding the provision of Products by Laetus to Buyer, which may include, without limitation, Laetus final quotations, SOWs, etc. Unless otherwise expressly provided in a written Purchase Agreement, no other terms and conditions apply, including any terms and conditions mentioned on or referenced in Buyer’s order documents. In particular, any references of Buyer to correspondence from Buyer containing or referring to the Buyer’s terms of business shall not constitute Laetus’ acceptance of the applicability of such terms of business, notwithstanding if rejected by Laetus. Buyer’s acceptance of delivery of Products will constitute its acceptance of these Terms. In case of any conflict between these Terms and any other Purchase Agreement, the latter will control.
- b) Quotes and other offers of sale of Laetus automatically expire ninety (90) calendar days from the date issued unless stated otherwise explicitly and in written form, and unless Laetus withdraws the quote or offer earlier, which it may do any time prior to Buyer’s acceptance of the quote or offer.
- Quotes and offers relating to customized Products may rely on certain information and circumstances, including information Buyer provides. If information or circumstances on which a quote or offer relies change, Laetus may adjust its quote or offer.
- Laetus will indicate order acceptance: (a) with a written order confirmation; or (b) by executing the order. A decline of any order will be sent in written form to Buyer within a reasonable timeline.
- Specific Product characteristics in quotes and offers, including but not limited to specifications and other technical data are not guarantees of those characteristics and are provided for information only.
- c) Buyer is not permitted to disclose any quotes, prices, specifications, or Product information to any third party without Laetus’ prior written consent. This information is considered as “confidential” under Sec. 14 of these Terms.

### 2. Delivery and Retention of Title

- a) Except if agreed upon differently as part of a Purchase Agreement, delivery of the Products will occur FCA (Incoterms 2020®), Laetus’ designated factory. Risk passes to Buyer upon delivery per these Incoterms.
- b) Laetus will endeavor to deliver the Products in accordance with the delivery dates provided by Laetus (“**Delivery Date**”) and make partial shipments. Laetus will use commercially reasonable efforts to meet delivery and Service date estimates and be responsible for any expedited shipping charges necessary to meet a Delivery Date for any delay solely caused by Laetus. If Laetus fails to meet a Delivery Date, the parties will agree on new reasonable delivery date (“**Revised Delivery Date**”). If for reasons solely attributable to Laetus, Laetus fails to meet the Revised Delivery Date, and unless a different remedy has been agreed upon at that point in time, Buyer may cancel the Purchase Agreement pertaining to the delayed Products against a refund of fees already paid for the delayed Products and deducted by all non-cancellable and any other costs that have accrued until that date at Laetus. If the Delivery Date will be altered by Buyer for whatever reasons, it will reimburse Laetus for all costs related to re-scheduling or downtimes arising from such alteration. Buyer acknowledges that on time delivery by Laetus may be dependent on Buyer meeting certain obligations as set forth in the Purchase Agreements (“**Buyer Delivery Dependencies**”), and Laetus shall not be responsible for late delivery, and the above shall not apply, to the extent said late delivery is caused by Buyer’s failure to meet any Buyer Delivery Dependencies.
- c) If Buyer causes a delay in delivery Laetus will store and handle all items at Buyer’s risk, and will invoice Buyer for the unpaid portion of the contract price, plus applicable storage, insurance, and handling charges.
- d) Laetus will not accept responsibility for any shortages or damages unless Buyer retains all shipping containers and packing materials for inspection by Laetus.
- e) Laetus furthermore retains title in the delivered Products until full payment has been made, insofar as this is permitted by the laws of the nation in which the delivered Products are located. Should such retention of title not be permitted, Laetus is entitled to such similar rights to secure its property as the appropriate law provides. The Buyer must provide Laetus with all support so that it may take all necessary measures to secure its property or to exercise its similar rights, e. g. rights of lien. The retention of title shall persist until all claims resulting from the business relationship with the Buyer are settled. This does not apply to future claims that are not related to the delivered Products.
- f) Until full payment of the purchase price has been made, the following applies: (a) The Buyer has the right to use the Products, but not the right to permit others its use, to sell the Products or to use them as security; (b) the Buyer must, at his own expense, keep the Products free from any seizure by third parties and immediately notify in writing any threatened seizure, including any such measures in relation to the Buyer’s premises; (c) a change of location of the Products requires the prior permission of Laetus, and may only be carried out by Laetus’ employees or those authorized by Laetus; (d) the Buyer must keep the Products in a flawless

condition; (e) the Buyer must insure the Products delivered at Buyer’s own expense against damage arising from transport, installation, breakage, fire, burglary and water pipe damage, with Laetus as beneficiary. Upon demand, Buyer must provide Laetus with proof of insurance and payment of the premiums.

- g) Buyer further agrees that in the event of non-payment thirty (30) days after the due date and receipt of the invoice, Laetus will, without further warning, take the necessary legal action to recover and seize the Products.

### 3. Software and Updates

- a) If it is properly installed according to specifications and system requirements, Laetus warrants the Software it develops will perform substantially the functions described in the Software documentation it provides or, in the absence of any Software documentation, as otherwise agreed in writing and according to the terms of the end user license agreement (“**EULA**”) and / or the Laetus Warranty Policy (available under [www.laetus.com](http://www.laetus.com)). Laetus does not warrant that (i) the Software is error-free, (ii) Buyer will be able to operate the Software without interruption, (iii) third party interfaces or systems connected to the Software will operate without interruption, or (iv) the Software will be free of vulnerability to intrusion or attack.
- b) Except as may be agreed otherwise in writing, Laetus provides no warranty for software specifically developed, amended, or customized for Buyer.
- c) All software Products, including without limitation software incorporated in Laetus’ hardware, and updates and upgrades to software, are licensed to Buyer under a non-exclusive, non-sublicensable and non-transferable license and subject to Laetus’ EULA, which is considered incorporated herein by reference. The terms of the EULA also apply and have priority over these Terms. Terms that are different or changed from these only apply if both parties agree to them in writing.
- d) Laetus will adhere to its legal obligations with regards to required updates and patches for usability and security of the Software.

### 4. Services, Installation; Training and Instruction Manuals

- a) For any Services the Laetus’ travel cost policy is applicable (provided upon request of Buyer), if not agreed otherwise between the parties in writing.
- b) Laetus warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within five (5) calendar days after the work is completed and Buyer gives Laetus prompt written notification, Laetus will supply the necessary Service, direction, or consultation to correct the nonconformity.
- c) Laetus will provide installation and training if and as provided in the Purchase Agreements.
- d) Laetus strongly suggests Buyer to enter into a Service Level Agreement and / or a Maintenance Agreement with Laetus in order to enhance the performance of the Products as well as to maintain their full functionality in the near future. Laetus will provide all other Services with regard to the Products and Software under these separate contracts with Buyer.
- e) Buyer shall provide Laetus reasonably in advance, but with a thirty (30) working days minimum, with the sufficient plans and drawings demonstrating how and where the Products need to be installed and shall, as part of the installation process, provide for all required equipment, machinery, tools and utilities (e.g. water, electricity, heating, lighting), sufficient and timely access to the installation site as well as necessary trainings and guidance on working safety, and any other requirements needed to perform the installation activities (“**Buyer Installation Dependencies**”). Buyer acknowledges that the installation and commissioning of the Products in accordance with the timeframes agreed upon as part of the corresponding Purchase Agreements may be dependent on Buyer meeting the Buyer Installation Dependencies, and Laetus shall not be responsible for any delays in the installation or commissioning of the Products to the extent the same is caused by Buyer’s failure to meet any Buyer Installation Dependencies or other reasons outside the reasonable control of Laetus. If Buyer fails to provide the necessary Buyer Installation Dependencies, Buyer shall reimburse Laetus for costs, which have accrued out of or in connection with such latencies.
- Furthermore Buyer shall prior and in writing inform Laetus about any necessary instructions and conditions for safe handling, health and accident prevention etc. and conforming technical standards at the facility.
- f) Laetus will provide instruction manuals and other Product documentation (“**Documentation**”) as provided in a Purchase Agreement, and as necessary for Buyer’s safe and proper use of the Products. Buyer will comply, and ensure all of its users comply, with all instructions and restrictions set forth in any Documentation.
- g) Except for fraudulent misrepresentations, Laetus is not responsible for any information, assistance, or advice given to Buyer if such information, assistance, or advice was not required by these Terms and the respective Purchase Agreement.

### 5. Product Acceptance and Testing

- a) FAT Acceptance Testing. If testing of the Products prior to shipment (“**Factory Acceptance Testing**” / “**FAT**”) is explicitly agreed upon between the Parties, testing will occur in accordance with the provisions agreed upon as part of the corresponding Purchase Agreement, or in the absence of specific agreed provisions as follows: Laetus will set the Products for FAT Acceptance Testing up at a Laetus designated factory, during normal business hours and following advance written notice. Factory Acceptance Testing shall occur – possibly in the presence of Buyer against the specifications and other acceptance criteria agreed upon as part of the Purchase Agreement, or in the absence thereof, the standard specifications published by Laetus in relation to the corresponding Product (“**Acceptance Criteria**”) and will be documented in writing. In case during testing, any non-conformity versus the Acceptance Criteria arises, such non-conformity will be documented as part of the test report and shall be cured by Laetus. Successful FAT Acceptance shall occur upon the earlier of (i) the signature by

both Buyer and Laetus of the test report documenting acceptance or (ii) the completion of the FAT Acceptance testing without major non-conformities versus the Acceptance Criteria documented. In case Buyer is not present during testing, the resulting FAT Acceptance Test document will be sent to the Buyer, with the FAT Acceptance Testing considered successful.

- b) **SAT Acceptance Testing.** Unless agreed upon differently as part of a corresponding Purchase Agreement, Site Acceptance Testing (“SAT”) shall occur as follows: Following delivery of the corresponding Product in case Laetus is not responsible for installing or following installation in case the same is performed by Laetus, Buyer will have twenty (20) business days (“Acceptance Period”) to confirm to Laetus that such Product conforms to the “Acceptance Criteria”, and is accepted by Buyer (“Acceptance”), OR to reject such Product in writing for not conforming to the Acceptance Criteria (“Rejection”). Acceptance occurs upon the earlier of (i) Buyer providing Laetus with a notice of Acceptance, (ii) Buyer failing to provide Laetus with a notice of Rejection within the Acceptance Period or (iii) Buyer’s commercial use of the corresponding Product. Any notice of Rejection is required to be in writing, describing in reasonable detail the reasons for the Product not conforming to the Acceptance Criteria. Buyer agrees that in case of (ii) or (iii) of this sub-section all obligations of Laetus, which were agreed between the parties regarding the SAT Acceptance Testing are deemed completed and Laetus is entitled to invoice the remaining open amounts.
- c) Buyer shall inspect the Products upon delivery for visible defects and promptly, at the latest within forty-eight (48) hours communicate any such defects to Laetus in writing. Buyer shall furthermore be obliged to communicate any hidden defects promptly, at the latest within forty-eight (48) hours to Laetus in written form.
- d) In case of Rejection, Laetus will correct the reported non-conformity within a period agreed upon at such time, or in the absence thereof within a reasonable period from the notice of Rejection, after which the acceptance procedure set forth above shall be repeated, provided that in case, after multiple attempts (minimum three (3)), substantial deviations versus the Acceptance Criteria continue to exist, Buyer may, unless a different remedy has been agreed upon at such time, as a sole remedy, either accept the affected Product “AS IS” against terms and conditions agreed upon at such time, or return the affected Product to Laetus against a refund of the price paid for the affected Product. In any other cases, where after multiple attempts (minimum three (3)), substantial deviations versus the Acceptance Criteria continue to exist, Buyer’s sole remedy upon prior agreement of the parties shall be a discount agreed upon at such time or return of the Product against a refund. The parties agree that in case no agreement regarding the question, whether a deviation is substantial or whether a deviation still exists an independent expert will be chosen to decide on this question. The cost of this expert will be borne by the Party, not having succeeded in the argument. In case the Customer uses the Product in its production, the Product is deemed accepted “as is” and will be fully invoiced.

## **6. Cancellations, postponements and Changes**

- a) With Laetus’ explicit prior written approval, Buyer may cancel its order prior to the shipment of Products or Software, or prior to the beginning of a Service contract. Laetus may cancel Buyer’s order or require payment in advance if Buyer transfers assets for the benefit of its creditors, or if Laetus has reason to believe Buyer is unwilling or unable to perform its commitments. If Buyer cancels its order other than as permitted by this section, Buyer must pay Laetus all amounts due pursuant to the order. If Buyer’s order is cancelled for any reason Buyer will pay Laetus for reasonable costs and expenses (including engineering expenses and all commitments to Laetus’ (pre-) suppliers and (sub-) contractors) incurred prior to Laetus receiving notice of cancellation, plus Laetus’ usual rate of profit for similar work. If no work has been started by Laetus the minimum cancellation charge is twenty per cent (20 %) of the total project price under the respective Purchase Agreement.
- b) Buyer may postpone / alter the timelines of a project, being it delivery of Products or Services, upon the prior written consent of Laetus only. If Buyer decides to alter these timelines without the prior written consent of Laetus, the terms and conditions of the Laetus’ travel cost policy apply.
- c) Buyer may make changes to its order if Laetus consents prior and in writing. To accommodate Buyer’s request for changes Laetus may change pricing and delivery schedules. If Laetus performed work or purchased materials in anticipation of Buyer’s order, and the change Buyer requests makes that work or materials unnecessary, Buyer is still responsible for paying for them.

## **7. Price, invoicing, Taxes and Payment**

- a) Published prices are not offers to sell and may be changed without notice. Laetus may change equipment or software specifications without notice if the same functionality can be provided, unless it is agreed otherwise in the specification(s) in writing.
- b) Unless agreed upon differently as part of the corresponding Purchase Agreement, the purchase price is quoted on an FCA basis (Incoterms 2020®), and excludes shipping, duties, any delivery charges, taxes, packaging, handling, insurance, duties, inspection fees, permit fees, installation, or other costs or Services unless otherwise specified in the Laetus’ order documents. Buyer is responsible for all taxes, duties and similar fees, with the exception of taxes levied on Laetus’ income. Any costs for certificates of origin, legalizations, consular invoices and the like will be separately charged.
- c) Buyer will pay all invoices net thirty (30) days from invoice date. Payments will be in the same currency as indicated in the invoice. Any taxes will be indicated on the invoice. A set off of claims from Buyer to Laetus is only possible for undisputed or adjudicated counterclaims.
- d) Buyer must notify Laetus of any disputes pertaining to an invoice within fifteen (15) days of the invoice date. Payments are not subject to setoff or recoupment for any present or future claim Buyer may have.
- e) In the event of a default in payment by Buyer, Laetus is entitled to charge interest

on the amount outstanding at the rate of nine (9) percentage points above the base interest rate announced by the German Federal Bank at the time payment is due if the amount is invoiced in Euros, or, if invoiced in any other currency, at the rate of nine (9) percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.

- f) If local law requires Laetus to collect any tax from Buyer it will be added to Buyer’s invoice and Buyer will be responsible to pay it, unless Buyer gives Laetus a valid tax exemption certificate. If an exemption certificate Buyer gives Laetus is later determined to be invalid, then Buyer will pay the previously unpaid tax.
- g) Without prejudice to any other remedy available to Laetus, if Buyer fails to timely make any (full) payment or is in material breach of any of its obligations under these Terms or as set forth in a Purchase Agreement, and fails to cure the same within ten (10) calendar days of written demand from Laetus, and/or in case Buyer becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, has a receiver appointed for its assets, is dissolved or liquidated, or makes a sale in bulk of all or substantially all of its assets other than for the purposes of a corporate reorganization, Laetus may immediately (i) terminate the affected Purchase Agreement for cause; or (ii) suspend Laetus’ obligations under the corresponding Purchase Agreement and all ongoing other contractual relations between Laetus and Buyer until Buyer has remedied the same. Laetus further reserves the right to additionally charge Buyer for any waiting time, costs and expenses incurred resulting from Buyer not timely meeting Buyer Delivery Dependencies and/or Buyer Installation Dependencies according to the Laetus’ Travel Cost Policy.
- h) Pricing is subject to change only by Laetus upon any change in information and/or requirements during the course of an Order. Otherwise all pricing is firm during the validity of the Order. Laetus does not represent that its prices will be the lowest charged to any other customer or comparable to prices offered by any third party.

## **8. Intellectual Property and Patent Infringement**

- a) Each Party retains all right, title, and interest in its respective trade secrets and Confidential Information disclosed to the other Party.
- b) Laetus, on behalf of itself and its licensors, further reserves all intellectual property rights in and to any Product provided to Customer, and nothing set forth herein shall transfer or assign the same to Customer. Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary notices that appear on any Products, packaging or other materials provided by Laetus. Laetus furthermore reserves all intellectual property rights in and to any Products and nothing set forth herein shall be of nature to constitute an assignment or transfer of such rights to Customer.
- c) Laetus grants Customer, who accepts, during the term of use of the Products a non-exclusive, non-sublicensable, worldwide, free-of-charge license, to use such Products.
- d) Laetus shall indemnify Customer and pay for the damages, costs and expenses finally awarded against Customer resulting from such claim, provided that Customer gives Laetus (i) prompt written notice of such claim, (ii) control over the defense and the settlement thereof, and (iii) reasonable assistance, cooperation and information in connection with the defense of the claim. This indemnification and liability shall solely be given in accordance with the limits set forth in Section 13. Laetus, at its own expense, shall defend (and, at its option settle) any third party claim, suit and proceeding asserted against Customer alleging that the Products provided under this Agreement infringes upon any third party patent, copyright or other intellectual property right.
- e) If any Product provided under these Terms and Conditions, or any part thereof, is held to constitute or is alleged to constitute an infringement and the use of that same is enjoined, Laetus shall, at its sole option, (i) obtain for Customer the right to continue using the Product; (ii) substitute the same with other non-infringing products or services with similar functionalities; or (iii) modify the same so that it is no longer infringing while giving substantially similar functionality. If those remedies are not commercially reasonably available to Laetus, Customer may return the affected Products and receive a refund of the equitable portion of the price or license fee paid for these items, as depreciated in accordance with standard accountancy practices. Notwithstanding Sections 8 (a) through 8 (e) above, Laetus shall have no obligation or liability in relation to any claim based on intellectual property infringement of i) any software, hardware, services or other materials not provided by Laetus under these Terms and Conditions; (ii) the combination of any Product with any software, hardware or materials not provided by Laetus under these Terms and Conditions, if the infringement is caused by the combination and the Product provided is/are capable of substantial non-infringing use; (iii) any use of the Products outside the specifications or the terms of these Terms and Conditions; (iv) any modification to the Products by any party other than Laetus or based on Customer provided specifications; or (v) any use of a previous version of the Product if Laetus has provided an error correction that would have removed such infringement.
- f) All reverse engineering, reproduction or transfer to third parties of any Products, software, documentation or comparable confidential information by Customer is prohibited.
- g) Customer agrees not to enforce against Laetus or Laetus’s customers any patent rights that include any system, process or business method utilizing or otherwise relating to Products and/or services delivered pursuant to a Purchase Order.

## **9. Privacy Policy**

- a) As part of the sales process, Laetus may collect certain Personally identifiable information (“PII”). Laetus at all times complies with applicable legislation pertaining to the collection and processing of such PII and only collects, processes and discloses such PII in accordance with the same and in accordance with Laetus’ privacy policy available at [www.laetus.com/en/privacy-policy/](http://www.laetus.com/en/privacy-policy/), considered

- incorporated herein by reference.
- b) The parties are obliged to adhere to the current applicable laws and regulations regarding data protection, specifically to the European General Data Protection Regulation ("GDPR") upon May 25, 2018, insofar Articles 2 and 3 GDPR are applicable to the Purchase Agreement. Transfers of personal data from either party to the other have to be ruled according to Article 26 GDPR for joined controllership or according to Article 28 GDPR in case of commissioned processing of personal data.

#### 10. **Compliance**

- a) Buyer agrees it shall, at all times:
- conduct its business consistent with fair and vigorous competition and in compliance with all applicable competition laws and will not take unfair advantage of anyone by misrepresenting material facts, manipulation, concealment, abuse of privileged information, fraud, or other unfair business practice;
  - will not offer, give or receive bribes, facilitating payments (undocumented or unofficial payment to ensure or speed up the proper performance of a government official's routine duties) or other improper payments, either directly or indirectly, in cash or in kind;
  - comply with international trade control laws to ensure that certain countries, entities or persons, in particular those associated with terrorist activities, do not receive specific goods, services or any financial contributions;
  - will not use any form of forced, compulsory, or child labor, and maintain a work environment in which all feel welcome and free of harassment, discrimination, or other improper conduct; and
  - conduct its business in compliance with all applicable laws and in accordance with the Veralto' standards (Code of Conduct).
- b) Buyer will indemnify and hold Laetus harmless from all claims and damages arising from or in connection with any infringements of such illegal actions prohibited under the foregoing sub-section a).
- c) Laetus always behaves in accordance with relevant laws and the Veralto' Code of Conduct.
- d) Laetus also takes reasonable steps to keep its equipment compliant with standards and regulations that may apply to Buyer's use of Laetus' Products. However, Laetus' equipment is utilized in many regulated applications and from time to time applicable standards and regulations are in conflict with each other. Laetus therefore makes no promise or representation that its equipment will conform to any laws, regulations, codes, or standards, except as explicitly specified and agreed upon in writing by an authorized officer. Buyer is responsible for the correct installation, operation, and calibration of the equipment in compliance with all applicable laws and regulations.
- e) When required by applicable law, Laetus will dispose of electrical and electronic equipment waste ("WEEE") at Buyer's costs.

#### 11. **Termination**

- a) Any agreement between the parties may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include: (i) a serious breach of duty by Buyer which is not remedied within a reasonable period of time set forth by Laetus after the written complaint is received; or (ii) a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations and / or to discharge of its tax and / or social liabilities.
- b) The termination or expiration of any Purchase Agreement will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such termination or expiration.

#### 12. **Warranty, Return and End-of-life**

- a) Laetus warrants the Products in accordance with its warranty policy available under [www.laetus.com/en/legal-info/](http://www.laetus.com/en/legal-info/), considered incorporated herein by reference. THESE WARRANTIES ARE EXCLUSIVE OF ANY OTHER WARRANTIES AND LAETUS DISCLAIMS ANY FURTHER OR OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- b) THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF PRODUCTS OR A SUBSEQUENT LICENSEE OF SOFTWARE ONLY WITH LAETUS' PRIOR WRITTEN CONSENT.
- c) All terms and conditions regarding the return of Products are also handled by the warranty policy available under [www.laetus.com/en/legal-info/](http://www.laetus.com/en/legal-info/).

#### 13. **Liability**

- LAETUS SHALL BE LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS FOR: (A) INJURY TO LIFE, BODY OR HEALTH DUE TO GROSS NEGLIGENT BREACH OF DUTY BY LAETUS OR INTENTIONAL OR GROSS NEGLIGENT BREACH OF DUTY BY A LEGAL REPRESENTATIVE OR A PERSON USED TO PERFORM AN OBLIGATION OF LAETUS; (B) DAMAGE ARISING FROM A GROSSLY NEGLIGENT BREACH OF DUTY BY LAETUS OR FROM AN INTENTIONAL OR GROSSLY NEGLIGENT / INTENTIONAL BREACH OF DUTY BY A LEGAL REPRESENTATIVE OF LAETUS OR A PERSON USED TO PERFORM AN OBLIGATION OF LAETUS. LAETUS' LIABILITY IS LIMITED AS FOLLOWS: (A) IN NO EVENT WILL LAETUS BE LIABLE FOR ANY INDIRECT DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR LOSS OF ANY ECONOMICAL ADVANTAGE, ARISING OUT OF ANY PURCHASE AGREEMENT OR ANY PRODUCTS / SOFTWARE OR SERVICES PROVIDED THEREUNDER, WHETHER OR NOT IT HAS BEEN ADVISED OF THAT POSSIBILITY; (B) THE MAXIMUM LIABILITY UNDER THESE TERMS ON THE PART OF LAETUS, LAETUS' LEGAL REPRESENTATIVES OR VICARIOUS

AGENTS SHALL IN NO EVENT EXCEED THE FORSEEABLE DAMAGE TYPICAL FOR THE TYPE OF CONTRACT AND AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE PAID TO LAETUS FOR THE PRODUCT / SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM; (C) LAETUS' LIABILITY FOR DAMAGES ARISING FROM BREACH OF ANCILLARY DUTIES OR NON-SUBSTANTIAL DUTIES AND IN THE CASE OF ORDINARY NEGLIGENCE ARE AS FAR AS LEGALLY PERMITTED COMPLETELY EXCLUDED.

#### 14. **Confidential Information**

The parties acknowledge that each party may be exposed to certain information of the other party that is not generally known to the public and which would be considered confidential or proprietary by the other party ("**Confidential Information**"). Confidential Information includes, without limitation, any Purchase Agreement, Laetus' pricing, and all competitively sensitive or secret business, marketing, and technical information disclosed by one party to another. Each party agrees that, in the event a party is exposed to the other party's Confidential Information, the receiving party: (i) will protect Confidential Information from unauthorized disclosure using commercially reasonable care, (ii) will not disclose Confidential Information to any third party, except to its employees, consultants and corporate affiliates involved in the performance of the corresponding Purchase Agreement, who have a need to know the same, and (iii) will not use Confidential Information (other than as authorized by these Terms) without the prior written consent of the other party. Within five (5) business days after a request by either party, or upon termination of the Purchase, all materials or media containing any Confidential Information will be either returned to the originating party or destroyed by the receiving party. The preceding destruction provision will not apply to back-up copies of Confidential Information made by either party in the ordinary course business, provided that in relation to said copies, the obligations of confidentiality set forth herein shall remain applicable for so long as such back-up copies exist. Confidential Information does not include information which: (i) was already known to the receiving party prior to the time that it is disclosed to the receiving party, or which was independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as evidenced in writing; (ii) is or has entered the public domain through no breach of these Terms or other wrongful act of the receiving party; (iii) has been rightfully received from a third party without breach of any duty of confidentiality; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required to be disclosed pursuant to the order of a court or governmental agency, provided the disclosing party has, if permitted by law, been given reasonable notice of the order and the opportunity to contest disclosure. The above obligations apply for a period of ten (10) years following disclosure of the Confidential Information concerned.

#### 15. **Traceability**

Buyer acknowledges that Laetus is entitled to retrace or recall equipment, or take other corrective actions to the equipment. Buyer will actively support Laetus when this need arises. If Buyer resells equipment to a third party, it will be considered the distributor of the equipment under applicable laws and must assume all obligations relating thereto, including but not limited to the following: (i) keep all documents and information necessary to retrace or recall equipment sold to third parties for a minimum of ten (10) years; (ii) immediately inform Laetus of any complaints or adverse incidents related to the equipment, and promptly comply with all directions Laetus gives regarding the investigation or handling of the matter; and (iii) comply with all applicable storage and transportation duties.

#### 16. **Export Control**

Buyer acknowledges that the equipment or software may include technologies and software that are subject to export control regulations in Europe, the United States of America, or other countries in which the equipment or software is delivered or used. Buyer is solely responsible for complying with these restrictions if it exports or re-exports the equipment or software. Buyer agrees to indemnify and hold Laetus harmless from any violation of export restrictions by Buyer or Buyer's employees, consultants, agents, or customers cause.

#### 17. **Force Majeure**

To the extent any incident or circumstance beyond Laetus' control (including but not limited to natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, pandemics or acts of government), difficulties securing labor, material, production facilities or means of transport, which reduce the availability of Products such that Laetus cannot fulfil its obligations under the respective Purchase Agreement, Laetus shall (i) be relieved from his obligations under this Purchase Agreement to the extent Laetus is prevented from performing such obligations and (ii) have no obligation to procure Products from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially useless for Laetus over a long period or occurs with suppliers of Laetus. If the afore mentioned occurrences last for a period of more than three (3) months, Laetus is entitled to withdraw from the Purchase Agreement without the Buyer having any right to compensation.

#### 18. **Miscellaneous**

- a) Upon written request, Laetus will provide reasonable evidence of insurance showing its standard coverage and limits or relevant sub-limits. Buyer agrees to keep such information strictly confidential. Laetus does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties.
- b) Any modifications to the Terms herein must be in writing, signed by both parties.

There are no oral side agreements.

- c) Buyer may not assign or otherwise transfer any of its rights, interests or obligations under a Purchase Agreement without Laetus' prior written consent. Any assignment contrary to this subsection will be null and void.
- d) The invalidity or unenforceability of any provision or part of a provision hereof shall not affect the validity of the entire Purchase Agreement.
- e) The failure of Laetus to strictly enforce any of these Terms or terms or conditions in any Purchase Agreement will not be considered a waiver of any right therein. If any term is declared invalid or unenforceable to any extent, the remainder of the terms or conditions will not be affected thereby. Buyer agrees that any Buyer claim arising out of or related to any Purchase Agreement must be brought within one (1) year after the date it first accrued.
- f) In case of invalidity of a provision or a gap, the parties under-take to reach agreement concerning a provision which comes as close as possible to the original intent or purpose of the invalid provision, but takes into account those aspects that made it invalid in the first place.
- g) Notices between the parties shall be hand delivered or sent by pre-paid registered post the addresses stated in the delivery documents and can be pre-send by e-mail. No notice shall be taken to have been delivered until actually received by the receiving party.
- h) All disputes arising from or related to a Purchase Agreement will be governed exclusively by and construed in accordance with the laws of Germany, without reference to its conflicts of law principles. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts of Wismar, Germany, to hear and decide upon any dispute arising out of these Terms and any Purchase Agreement hereunder, provided that Laetus may also chose to bring an action before the courts of the country where Buyer is located if the action concerns the collection of a pecuniary debt or protection or enforcement of Laetus' intellectual property rights. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to any Purchase Agreement.