

## GENERAL TERMS AND CONDITIONS FOR THE DELIVERY OF GOODS AND SERVICES OF ENDRESS+HAUSER S.A./N.V. ("GTC")

### 1 SCOPE

All deliveries of goods and products (jointly "Goods") and contractual services ("Services") of Endress+Hauser companies in Belgium and Luxembourg shall be governed solely by these GTC unless differing conditions are agreed upon in writing.

In addition to these GTC, special terms may apply if agreed upon in writing (as e.g. special terms for software or special services).

The customer's terms and conditions of business are valid only to the extent that we confirm them in writing.

Any absence of reaction in writing from the customer in relation to these GTC within a period of 7 days after transmittal of these GTC's shall be considered as an acceptance of these GTC.

Notifications by fax or e-mail qualify as written form under these GTC.

### 2 OFFERS AND CONTRACTS

Our offers remain revocable and are not binding. All orders placed by the customer are binding. Any cancellation of an order by a customer is only valid after acceptance in writing. In the event of a cancellation of an order, we shall be entitled to claim 30% of the value of the order notwithstanding our right to claim additional damages.

In the event of a cancellation of an order that has already been processed, we shall be entitled to claim 50% of the value of the order notwithstanding our right to claim additional damages.

Contracts covered by these GTC do not come into force until we confirm the order in writing.

Technical data, illustrations, drawings, weights, prices and dimensions accompanying the offer are only indicative and not binding. We reserve the right to make any modifications in our offers including but not limited to technical changes.

### 3 DELIVERY AND CANCELLATION

#### 3.1 DEADLINE

Unless a delivery deadline is agreed upon in writing ("Agreed Upon Delivery Deadline"), delivery deadlines and dates, as well as delivery delays we report, in our offers or other documents are only indicative and not binding. Correspondingly, with the reservation of Force Majeure according to Section 12 below, delays in delivery do not result in any rights to cancel the contract or to claim any form of damages or penalties.

The Agreed Upon Delivery Deadline begins at the moment that all details concerning the execution of the contract have been agreed between the parties and all documents and authorizations to be supplied by the customer, as well as any agreed upon advanced payment have been received. An Agreed Upon Delivery Deadline is fulfilled when the Goods or Services are offered or delivered in time (see Section 4).

A customer's modification request is only valid if accepted by us in writing. In any case it extends the delivery deadline until we have responded in writing

to the customer's modification request and for the period of time necessary to manage the amended instructions.

#### 3.2 DELAYED DELIVERY

If we are in default of delivery under an Agreed Upon Delivery Deadline, our liability is limited to a maximum of 0.5% of the contract value of the delayed Goods or Services per completed week of delay. Our maximum liability in such cases is 5% of the contract value of the delayed Goods or Services. We shall be considered in default of delivery only after the written notification by the customer and upon the condition that the delay in delivery is exclusively due to our fault. The payment of the indemnity in case of late delivery is the sole remedy of the customer and our exclusive liability in the event of delay. If an Agreed Upon Delivery Deadline cannot be met for reasons that are not our fault, we have the right to store the Goods at the customer's risk and expense. After having sent a notification in writing that has remained without any remediation from the customer during a reasonable grace period we reserve ourselves the right to terminate the contract and to claim damages. The customer is in default of acceptance if, for no valid reason or justification in writing, he does not accept, or refuses, or prevents, or in any other way obstructs the delivery of Goods or Services. In such a case we reserve the right to terminate the contract and to claim damages.

#### 3.3 PARTIAL DELIVERIES

We have the right to make reasonable partial deliveries.

### 4 SHIPMENT AND ASSUMPTION OF RISK

All deliveries and transfer of risk take place on basis of the INCOTERM DAP (interpretation according to INCOTERMS 2010 version). Delivery address will be in Belgium or Luxembourg.

### 5 PRICES

Unless other terms have been agreed upon in writing, prices are understood to be valid from our distributing warehouse, and in particular include neither packaging, transport costs, insurance, spare and wear parts, nor the applicable value added tax. We are entitled to reasonable price increases upon simple notification in writing to the customer if the material and labor costs on which the calculation is based, significantly increased since our order confirmation.

### 6 PAYMENTS

Unless other terms have been agreed upon in writing, our invoices have to be paid within 30 days after the date of the invoice.

If no payment is made by the end of this payment period (value date of the full invoice amount credited to our account), the customer is automatically in default of payment. Default of payment has the following consequences:

The customer must pay the legal interest as fixed in accordance with the Belgian law dated August 2, 2002 (as modified by the Belgian law dated Novem-

ber 22, 2013) in relation to the delay in payment applicable to commercial transactions. In addition, the customer must pay an indemnity equal to 15% of the amount due notwithstanding our right to claim additional damages such as but not limited to legal expenses, expenses for notification.

We may require payment in advance or securities before further performance. This term also applies when there is no default of payment, but when justified doubt in the customer's ability to pay exists.

Upon written notice that has remained without remediation from the customer during a reasonable grace period we reserve ourselves the right to cancel the contract and claim damages.

## **7 RETENTION OF TITLE**

The Goods remain our property until the price and all costs associated with the delivery have been paid in full.

The customer must ensure that the delivered Goods are maintained and appropriately insured for the duration of the retention of title period.

## **8 WARRANTY**

### **8.1 SUBJECT AND PERIOD**

We warrant that for a period of 12 months as from the date of delivery of the Goods or as from the date of provisional acceptance of the Services ("Warranty Period")

the Goods are free from defects in design, material and workmanship; and

the Services have been carried out in a professional manner consistent with general accepted industry standards.

We do not warrant the fitness of our Goods or Services for a specific application or purpose.

### **8.2 INSPECTION, NOTIFICATION OF DEFECTS AND ACCEPTANCE OF THE GOODS AND SERVICES**

It is the customer's duty to inspect the delivered Goods or Services for defects, completeness and correctness. In the event of the occurrence of a visible defect the customer must notify us in writing of the existence of such defect at the latest within a period of 8 days after the date of delivery of the Goods or in the event of Services at the latest at the date of the provisional acceptance. In the event of the occurrence of a hidden defect, the customer must notify us in writing immediately after the discovery of the hidden defect, but in any event within the Warranty Period. Any claim based on defects must be notified in writing by the customer within the Warranty Period. Any failure to give notice in due time and due form results in an approval of the Goods or Services. Any claims based on defects that are notified after expiration of the Warranty Period shall not be taken into account. The terms of this Section apply also to all other customer complaints, as e.g. incorrect or delayed delivery, non conformity, quantity variance, and all other complaints about Goods or Services provided by us.

### **8.3 WARRANTY OF GOODS AND SERVICES**

Any warranty and liability for defects is subject to the customer having fully complied with his contractual obligations and the requirements of Section 8.2.

We are responsible only for those defects that already existed at the time at which the customer assumed risk and which render the Goods unfit for its destined purpose so that it is impossible to use the Goods.

At our request, the customer must return at his own expense the rejected Goods in the original or equivalent packaging for testing of the claimed defect (for decontamination see Section 14 below). Should the complaint be justified, we reimburse the customer for the shipping and transportation expenses.

In case of a valid claim made by the customer in relation to defects within the Warranty Period, we may at our option replace or repair defective Goods in our warehouse or at our premises. We shall not be liable for a defect in each one of the following events a) if the customer or a third party carries out modifications or repairs to the goods and/or services delivered without our prior authorization b) if the customer has not immediately taken all appropriate steps to mitigate a damage caused by a defect, c) if the customer used the goods for any other purpose than the purpose for which it was designed, d) in the case of normal wear and tear e) if it concerns a consumable that is not part of warranty. The present warranties are exclusive and are in lieu of all other warranties, hidden or visible, explicit or implicit.

In no event shall the customer have any other remedy or claims other than the remedies exclusively listed in the present article.

### **8.4 SERVICE WARRANTY**

Any warranty and liability for Services is subject to the customer having fully complied with his contractual obligations and the requirements of Section 8.2 as well as to the customer's full co-operation with us in all matters relating to Services as particularly but not limited to providing the necessary access to premises and facilities, providing the relevant information and materials and obtaining and maintaining all necessary licenses and permissions.

We provide Services in accordance with the service specifications agreed upon with the customer. We are entitled to subcontract these Services to third parties (subcontractors).

For Internet-based Services, the continuous availability of such Services and any data involved may not be guaranteed.

## **9 LIABILITY AND TERMINATION**

Except in the event of gross negligence or fault, we shall in no case be liable for lost profits or business interruption, loss of data (including but not limited to any and all costs for retrieving and restoring lost data), loss of contracts, loss of business, loss of goodwill, loss of interest, or any indirect, consequential or immaterial damages, irrespective of the cause of action or the legal grounds upon which such claim is based.

Except in the event of gross negligence or fault, our aggregate liability in connection with the scope of application of these GTC and any underlying transactions for both contractual and extra-contractual damages is in all cases limited to the value or amount of the Goods or Services that caused the claim.

Any failure by the customer to perform any of its obligations, including as a result of liquidation, bankruptcy, suspension of payment, application for receivership, or when the customer meets the conditions for bankruptcy, if the customer finds itself in a situation whereby the legislation regarding the continuity of companies dated January 31, 2009 would apply or any failure in general by the customer to meet any contractual obligations of any kind entitles us to terminate the contract with immediate effect by sending a notification in writing to the customer.

## 10 COMPLIANCE

### 10.1 ANTI-BRIBERY AND ANTI-CORRUPTION

We comply with all applicable laws and regulations relating to anti-bribery and anti-corruption.

Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so.

### 10.2 IMPORT AND EXPORT CONTROL REGULATIONS

We comply with all applicable laws and regulations relating to import and export control.

Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so.

### 10.3 INDEMNIFICATION

Customer shall indemnify and hold us harmless against all damages, costs and expenses arising from any violation, alleged violation, or failure to comply with above mentioned laws and regulations by customer or any person for whom customer may be responsible.

## 11 DATA PRIVACY

We fully comply with the applicable regulations in the field of data privacy. The customer is aware of and agrees with the automated transfer, use, storage and evaluation of personal data in the course of the contractually agreed purpose.

If required for reasons concerning data privacy rights, the customer will upon our request sign an appropriate, written declaration of consent for the organizational and technical protective measures under the terms of the applicable data privacy laws. At any rate, we shall only use the transferred personal data in order to fulfill our contractual obligations as well as anonymously for evaluations and quality assurance measures and to respect at any moment the relevant regulations in accordance with the applicable local legislation.

## 12 FORCE MAJEURE

Events that are beyond our reasonable control and could not have been foreseen at the time of the conclusion of the contract including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, difficulties in obtaining authorizations, in particular import and export licenses, accident, breakdown of plant or machinery, energy shortage, fire, flood, storm or default of suppliers or subcontractors that prevent

delivery of the Goods or Services at the agreed upon date shall be considered as "Force Majeure" events that automatically, extend the delivery deadlines for the duration of the Force Majeure. The customer will be notified of the Force Majeure event in writing upon the occurrence of such an event.

After having notified the customer of the Force Majeure reason for the delay, we reserve ourselves the right to terminate the contract based upon Force Majeure upon notification in writing to the customer.

Should delivery be delayed for at least 3 months past the original delivery date and the customer can in good faith not be expected to take delivery, the customer may terminate the contract.

Payment shall be in event due for the delivered Goods or performed Services that occurred before the Force Majeure event.

## 13 RESALE; RIGHTS TO THE DOCUMENTS

The customer shall resell the Goods only together with the original documentation.

We and/or our licensor retain all proprietary and intellectual property rights to documents, drawings, models, cost estimates, electronical data, and similar items ("Documents") we provide the customer in connection with the delivery of Goods or Services. These Documents are strictly confidential and cannot be made available to third parties unless explicitly agreed otherwise between parties. customer.

## 14 DECONTAMINATION OF RETURNED GOODS

We may only accept returned Goods if our decontamination instructions are strictly complied with. In default of such compliance we reserve the right to resend the Goods at the customer's expense.

## 15 FINAL PROVISIONS

Should individual provisions of these GTC be completely or partially invalid, the remaining conditions remain valid.

The place of fulfillment for deliveries is our distributing warehouse, for payments the place of business of the contracting Endress+Hauser company.

Belgian law exclusively applies to these GTC and any underlying transactions between Endress + Hauser and the customer. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded. Any dispute in relation to the application of the present GTC and any underlying transactions shall be exclusively resolved by the courts of Brussels.

## 16 GENERAL INTERPRETATION CLAUSE

In this Agreement Belgian legal concepts are expressed in English terms and the concepts described may not be identical to the concepts described by the same English term as they exist under the laws of other jurisdictions. All legal concepts used or referred to in this Agreement should therefore be exclusively interpreted according to their respective meaning under Belgian law. In the event of a contradiction or discrepancy between the English text and the Dutch or French translation of the present GTC, the English text shall prevail.