

(Hereafter referred to as AMETEK CTS)

I. General

- (1) The deliveries of AMETEK CTS are exclusively based on the following General Terms and Conditions of Business. These are a component of all contracts that AMETEK CTS concludes with its contract partners on the of AMETEK CTS.
- (2) The General Terms and Conditions of Business of the ordering party or third party shall be excluded entirely, even if AMETEK CTS does not expressly object to their validity in each individual case. Deviating terms are only valid if they are separately agreed in writing. The General Terms and Conditions of Business of AMETEK CTS are valid, even if AMETEK CTS carries out the delivery without reservation, with full knowledge of the ordering party's conditions that are conflicting or deviating from its own General Terms and Conditions of Business. Even if AMETEK CTS refers to a correspondence that contains or refers to the General Terms and Conditions of Business of the ordering party or a third party, this shall not be construed as consent to the validity of such General Terms and Conditions of Business.

II. Offers and Technical Documents

- (1) Contractual offers are not binding, to the extent that a binding offer is not expressly submitted. Non-binding offers only become binding after an order followed by our written order confirmation. AMETEK CTS reserves the unrestricted ownership rights and copyrights to the offers. This also applies to drawings, technical service descriptions and other documents that accompany the offer. These may only be made available to third parties after prior written consent.
- (2) Documents belonging to the offer, such as illustrations, drawings and descriptions of weight, dimensions, and services, are binding; this only applies to other documents to the extent that they are expressly acknowledged with the order confirmation.

III. Scope of the Deliveries and Services

- (1) The written order confirmation of AMETEK CTS that is based on the order is decisive for the scope of the deliveries and services. Material or services that are not contained are not an integral part of the contract.
- (2) AMETEK CTS shall only be obligated to the installation or assembly if this has been expressly agreed in writing.
- (3) If AMETEK CTS has assumed responsibility for the installation or assembly, then the following shall apply:
 - (a) The ordering party pays AMETEK CTS the agreed charge rates for the assembly.
 - (b) In addition, the following costs shall be paid separately: Travel expenses, transport costs and insurance of the tools and personal luggage, expenses for accommodation and meals.

IV. Prices, Payment Conditions and Due Date

- (1) The agreed prices are calculated ex-works, excluding packaging, plus statutory value-added tax.
- (2) If not otherwise agreed in writing, freight and packaging costs shall be borne by the ordering party.
- (3) Payments are to be made to the account of AMETEK CTS without any discount. The information in the order confirmation, in accordance with Section II, is decisive for the due date of the purchase price.
- (4) If the agreed payment date has been exceeded, then the ordering party shall be in default at the latest 10 days after the due date, without the requirement of a default notice. AMETEK CTS shall be entitled to demand interest on arrears / damages caused by delay, in accordance with Section 104 of the Swiss Code of Obligations.
- (5) Only claims that are undisputed or determined final judgment shall entitle the ordering party to offset payment. The ordering party shall only be entitled to a

right of retention based on claims from the same contractual relationship.

- (6) Claims of AMETEK CTS resulting from the business relationship with the ordering party, even those that are deferred, shall be due immediately in the case of delay in payment, payment difficulties, the initiation of insolvency or composition proceedings.
- (7) AMETEK CTS shall be entitled to offset payments against the former's older liabilities. In the case of already existing costs and interests, AMETEK CTS shall be entitled to offset the payment, first against the costs, then against the interests, and finally against the main service.

V. Retention of Title

- (1) The items of delivery (Reserved Goods) remain the property of AMETEK CTS until the settlement of all of its claims from the business relationship against the ordering party have been fulfilled. Insofar as the value of all the security interests to which AMETEK CTS is entitled exceeds the amount of all secured claims by more than 20%, AMETEK CTS shall release a corresponding portion of the security interests upon the request of the ordering party.
- (2) For the duration of the retention of title, the ordering party may not pledge the Reserved Goods or use them as security, and the resale shall be possible only for resellers in the ordinary course of business and only on the condition that the reseller receives payment from his customer or makes the transfer of property to the customer dependent upon the customer fulfilling his obligation to effect payment.
- (3) (3a) If the ordering party resells the Reserved Goods, then it shall assign AMETEK CTS by way of security all future claims from the resale against his customers with all ancillary rights – including any possible balance claims without the need for any special declarations. If the reserved goods are resold together with other items without there having been an agreement on the individual price for the reserved goods, then the ordering party assigns AMETEK CTS with priority before the rest of the claim the part of the total asking price that corresponds to the price of the reserved goods invoiced by AMETEK CTS.
 - (3b) If a legitimate interest has been established, then the ordering party must provide AMETEK CTS with the necessary information in order to claim its rights against the customer as well as the required documents.
 - (3c) Until a withdrawal, the ordering party is authorized to collect the assigned claims from the resale. In case of reasonable grounds, particularly a default in payment, suspension of payment, opening of insolvency proceedings, bill of exchange protest, or if there are similar justified circumstances that cause in an inability of the ordering party to pay, AMETEK CTS shall be entitled to revoke the ordering party's collection authorization. In addition, upon prior notice of the disclosure of the collateral assignment or use of the assigned claims in compliance with a reasonable deadline, AMETEK CTS can disclose the assignment of the collateral, use the assigned claims as well as demand the disclosure to the customer of the collateral assignment by the ordering party.

- (4) (4a) The ordering party is permitted to process, reshape, or combine the Reserved Goods with other items. The processing, reshaping, or combining shall be carried out on behalf of AMETEK CTS as a manufacturer within the meaning of Section 726 of the Swiss Civil Code, however no obligation attaches for AMETEK CTS in this regard. The ordering party shall keep the new item for AMETEK CTS with the diligence of a prudent businessman. The processed, reshaped, or combined item shall be considered as Reserved Goods.
 - (4b) In case of the processing, reshaping or combination with other goods not belonging to AMETEK CTS, AMETEK CTS shall have a share in the ownership of the new item equivalent to the portion of the value of the processed,

reshaped or combined Reserved Goods to the remaining processed goods at the time of the processing, reshaping or combination. If the ordering party acquires sole ownership of the new item, then AMETEK CTS and the ordering party agree that the ordering party shall grant AMETEK CTS co-ownership of the new item, resulting from the processing, reshaping or combination, equivalent to the portion of the value of the processed, reshaped or combined Reserved Goods to the remaining processed goods at the time of the processing, reshaping or combination.

(4c) In case of a sale of the new item as a precautionary measure, the ordering party hereby already assigns his claim against the customer from the resale to AMETEK CTS together with all ancillary rights, without a further, separate notice being required. However, the assignment shall only be valid for the amount corresponding to the value of the processed, reshaped or combined Reserved Goods invoiced by AMETEK CTS. The share of the claim assigned to AMETEK CTS must be satisfied first. Regarding the collection authorization as well as the preconditions of its revocation, number (3c) shall apply accordingly.

(4d) If the Reserved Goods are combined with real estate or movable property by the ordering party, then the ordering party shall also assign to AMETEK CTS by way of security his claim as remuneration for the combination together with the ancillary rights amounting to the portion of the value of the combined Reserved Goods to the remaining combined goods at the time of the combination, without a further, separate notice being required.

- (5) The ordering party will inform AMETEK CTS without undue delay about any attachments, seizures or other dispositions or interventions by third parties.
- (6) If the ordering party violates cardinal contractual obligations, in particular in case of delayed payment, AMETEK CTS shall be entitled to remove the Reserved Goods following a written notice. The ordering party shall be obligated to surrender the goods with immediate effect. The return of goods or the assertion of the retention of title or the attachment of the delivery item by AMETEK CTS shall not constitute a withdrawal, unless expressly declared by AMETEK CTS. After prior notice AMETEK CTS shall be entitled, to use the returned Reserved Goods and to offset outstanding claims with their proceeds.

VI. Delivery Time, Delay and Impossibility

- (1) Delivery dates or deadlines shall only be considered binding if they are designated in writing as binding and confirmed fix delivery dates.
- (2) Regarding all other delivery dates, the ordering party shall give notice of default by means of a written reminder 4 weeks after the deadlines has been reached to the extent AMETEK CTS
- (3) is responsible for the delay. After an additional month has elapsed, the ordering party shall be entitled to set AMETEK CTS a grace period of 4 weeks.
- (4) The delivery deadline starts with the dispatch of our order confirmation, provided that at this point in time all of the questions regarding scope of delivery and services have been clarified, all documents to be supplied by the ordering party are at hand and the agreed payment conditions have been fulfilled.
- (5) The delivery deadline shall be met if the delivery item has left the factory or if notification of delivery readiness has been sent prior to its expiration.
- (6) If non-observance of the times set is due to:
 - (a) force majeure, such as mobilization, war, terror attacks, rebellion or similar events (e. g. strike or lockout);
 - (b) virus attacks or other attacks on the Supplier's IT systems occurring despite protective measures were in place that complied with the principles of proper care.

(c) hindrances attributable to German, US or otherwise applicable national, EU or international rules of foreign trade law or to other circumstances for which Supplier is not responsible; or

(d) the fact that Supplier does not receive its own supplies in due time or in due form such times shall be extended accordingly.

In case the described circumstances (a) to (d) last longer than 180 days, Ametek CTS is entitled to terminate the contract with one month's notice.

- (7) If the ordering party refuses to accept the delivery, in whole or in part, or if the order is not implemented or cancelled due to reasons for which the ordering party is responsible, then AMETEK CTS shall be entitled to demand a lump-sum compensation in advance, regardless of the claim to payment, for the actual expenses already resulting from the order and other required costs, amounting to 25% of the order value or the corresponding portion for the costs resulting from processing the order and for loss of profit, to the extent that the ordering party cannot prove lesser damage.

In the case of delayed acceptance, this agreement shall apply accordingly.

VII. Shipping, Receipt and Transfer of Risk

- (1) The ordering party is obliged to take over the goods even in case of minor defects which does not prohibit the proper function of the device. The statutory examination, notification and reporting requirements, duties and obligations of warranty and giving notice of defects shall apply.
- (2) Except as otherwise agreed in writing, packaging, transport route and dispatch type shall be at the discretion of AMETEK CTS.
- (3) Goods declared ready for dispatch must be collected without delay if the ordering party is responsible for transport; otherwise, AMETEK CTS shall be entitled, at its own discretion, to either dispatch them or store them at the expense and risk of the ordering party as well as to immediately issue an invoice.
- (4) Partial deliveries are permissible, if
- (a) the partial delivery can be used by the ordering party within the context of the contractually intended purpose
- (b) the delivery of the remaining ordered goods is ensured and
- (c) this does not result in considerable extra expenses or additional costs for the ordering party (unless AMETEK CTS declares that it is willing to assume such costs).
- (5) Latest with the dispatch of the goods, the risk transfers to the ordering party, even in the case of a partial delivery. At the request and the expense of the ordering party, the shipment will be insured by transport insurance.
- (6) If the shipment is delayed due to circumstances for which the ordering party is responsible, then the risk shall be transferred to the ordering party starting on the day of a notice declaring the goods ready for dispatch.

VIII. Warranty (Defects Liability)

- (1) If not otherwise agreed in writing, the warranty period is 24 months. It begins with the dispatch of the deliveries ex works or, insofar as AMETEK CTS has also undertaken the assembly, with the completion thereof. If dispatch or assembly is delayed for reasons for which AMETEK CTS is not responsible, the warranty period shall end at the latest 36 months after notification of readiness for dispatch.
- (2) For replaced or repaired parts, the warranty period shall start anew and last 6 months from replacement or completion of the repair, but at the latest after 36 months after notification of readiness of dispatch.
- (3) The warranty shall expire prematurely if the ordering party or third parties carry out modifications or repairs or if the ordering party, if a defect has occurred, does not immediately take all appropriate measures to mitigate the damage and give AMETEK CTS the opportunity to remedy the defect.
- (4) AMETEK CTS undertakes, at the written request of the ordering party, to repair or replace as quickly as possible, at its option, all parts of the supplies which are shown to

be defective or unusable because of bad materials, faulty design, or workmanship up to the expiry of the warranty period. Replaced parts become the property of the AMETEK CTS, unless this right is expressly waived. AMETEK CTS shall bear the costs of the rectification within the scope of proportionality, insofar as they do not exceed the usual transport, personnel, travel and accommodation costs as well as the usual costs for the installation and removal of the defective parts.

- (5) Warranted characteristics (zugesicherte Eigenschaften) are only those which have been expressly designated as such in the order confirmation or in the specifications. The assurance shall apply at the longest until the expiry of the warranty period. If the warranted characteristics are not or only partially fulfilled, the ordering party shall first be entitled to immediate rectification by AMETEK CTS. For this purpose, the ordering party shall grant the necessary time and opportunity. If this rectification is not successful or only partially successful, the customer shall be entitled to an appropriate reduction of the price. If the defect is so serious that it cannot be remedied within a reasonable period of time, and if the supplies or services cannot be used for the purpose for which they are intended or can only be used to a considerably reduced extent, the customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable for him and he informs AMETEK CTS thereof without delay, to withdraw from the contract. AMETEK CTS can only be obliged to refund the amounts paid to him for the parts affected by the withdrawal.
- (6) Excluded from the AMETEK CTS's warranty and liability are damages which cannot be proven to have arisen as a result of poor material, faulty design or defective workmanship, e.g. as a result of natural wear and tear, defective maintenance, disregard of operating instructions, excessive stress, unsuitable operating materials, chemical or electrolytic influences, assembly work not carried out by AMETEK CTS, and as a result of other reasons for which the AMETEK CTS is not responsible.
- (7) Due to defects in material, construction or design as well as due to the absence of warranted characteristics, the ordering party shall have no rights and claims other than those expressly mentioned in this Clause VIII.

IX. Limitation of Liability

All cases of breach of contract and their legal consequences as well as all claims of the ordering party, irrespective of the legal grounds on which they are based, are conclusively regulated in these terms and conditions. In case claims of the customer should arise from or in connection with the contract or its improper performance, the total amount of such claims shall be limited to the price paid by the ordering party. On the other hand, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract not expressly mentioned are excluded. Under no circumstances shall the customer be entitled to claim compensation for damage that has not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, recall costs, loss of profit and other direct or indirect damage. Liability for compensation for claims by third parties asserted against the ordering party due to infringement of intellectual property rights are also excluded. This exclusion of further liability on the part of AMETEK CTS does not apply to unlawful intent or gross negligence on the part of AMETEK CTS, but it does apply to auxiliary persons or vicarious agents. In all other respects, this exclusion of liability shall not apply insofar as it is contrary to mandatory law.

X. Export Control Regulations

The delivered products can contain technologies and software that are subject to applicable export control regulations, in particular but without limitation those of Switzerland, as well as the export control regulations of the United States of America or the countries to which the product is delivered or in which it will be used. The ordering party shall be obligated to strictly observe these provisions. Accordingly, certain products cannot be delivered or licensed to specific users or in specific countries that are involved in activities relating to weapons of mass destruction or genocide. The ordering party is aware that, depending on the purchased goods,

the export control regulations stipulate different restrictions and are regularly amended. Prior to every export or re-export of the products, the ordering party ensures the checking and observation of the currently valid regulations. In the case of a violation of the export provisions, AMETEK CTS shall at all times be entitled to withdraw from the contract.

XI. Copyright and Right of Use

To the extent that the delivery includes software, such software is provided to the ordering party solely for its use in connection with the items AMETEK CTS delivers with the software, i.e. the ordering party may not reproduce, further develop or modify such software, nor may the ordering party provide this to third parties for use without AMETEK CTS' express written consent.

XII. Confidentiality

The parties shall maintain for an unlimited term the confidentiality of any and all information it acquires in connection with the deliveries where such information is recognized as trade or business secret and to be treated with confidentiality and shall not record such information nor disclose nor disseminate it to any third party or exploit it in any way, unless this is required to achieve the purpose of the contract. The foregoing duty of confidentiality and the prohibition on exploitation shall also apply with respect to know-how which is disclosed during the course of the business relationship. The foregoing shall apply regardless of whether the disclosing party has provided the receiving party with such know-how or the receiving party has acquired it in some other way, unless the know-how has become generally known or readily accessible to the public due to circumstances other than a breach of the contract by one of the parties.

XIII. Final Provision / Jurisdiction

- (1) Should one or several provisions, or parts thereof, of these General Terms and Conditions of Business or any provisions forming part of legal transactions between AMETEK CTS and the ordering party be or become invalid or unenforceable, this shall not affect the validity and/or enforceability of the remaining provisions.
- (2) The law of Switzerland shall apply for these General Terms and Conditions of Business and all legal transactions between AMETEK CTS and the ordering party, without its conflict of laws rules. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.
- (3) The judgement of all disputes arising out of or in connection with these General Terms and Conditions and all legal transactions between AMETEK CTS and the ordering party lies exclusively with the Courts of Zurich / Canton of Zurich / Switzerland. AMETEK CTS is, however, also entitled to file suit at the headquarters of the ordering party. Mandatory legal provisions regarding exclusive jurisdiction remain unaffected by this regulation.