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General Terms and Conditions for Instron Services

1. Entire Agreement: Except as otherwise agreed in writing by the Parties, these Terms and Conditions ('Terms and Conditions'), along with Instron's Service Quote and the Customer's Purchase Order ('PO') strictly in the version expressly accepted by Instron shall become and represent the entire and exclusive Agreement between the Customer and Instron for the performance of the agreed upon Services by Instron ('Agreement'). Customer PO, if accepted by Instron, is subject to the terms and conditions set forth herein, unless otherwise agreed in writing by the Parties. For the avoidance of doubt, any reference to or incorporation of the Customer's general terms and conditions of purchase in a Purchase Order or in any other document shall be deemed null and void. **SALES OF INSTRON PRODUCTS AND SERVICES ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL ON ACCEPTANCE OF ITS CURRENT TERMS AND CONDITIONS OF SALE AND SERVICE, ATTACHED OR THAT CAN BE FOUND AT HTTP://WWW.INSTRON.COM/EN/OUR-COMPANY/ABOUT-US/TERMS-AND-CONDITIONS ('TERMS'). ANY ADDITIONAL OR DIFFERENT TERMS ARE HEREBY REJECTED. COMMENCEMENT OF WORK BY INSTRON OR ACCEPTANCE OF DELIVERY OF PRODUCTS BY YOU CONSTITUTES YOUR ACCEPTANCE OF THE TERMS**. Customers' acceptance of Services ('Services') called for in the PO shall constitute its acceptance of the terms and conditions herein. Any changes to these terms and conditions must be approved in writing by Instron. Any trade or industry standards that are identified in any statement of Services or work to be performed shall become part of this Agreement.

2. Applicability and Exclusions: Services under this Agreement, as defined above, shall apply to calibration and verification services, preventive maintenance, repairs, training, time and material services, consultation services, and other general services provided by Instron and described in Instron's Service Quote. This Agreement shall only be applicable for Services performed by Instron in Europe. Services associated with the purchase of an Instron testing instrument and/or accessories shall be covered under the contractual terms and conditions of the sale of these products.

3. Definition of Services: Quotes provided by the Instron Service Department shall define the statement of Services to be provided by Instron. Only those services described within the Agreement shall be authorized and performed. The Instron Service Quote may be used to define the type of Services Customers may request or require. In addition, the following definitions apply for these specific Services Instron provides:

4. Factory Repairs - The Customer shall be responsible for obtaining a Return Material Authorization (RMA) from either Instron Sales or Service and for the proper packing and shipping of the items and Equipment in accordance with Instron RMA Instructions prior to sending any items to Instron for a repair evaluation and inspection. If any component, equipment, part, or product is sent to one of Instron's facilities for an operational evaluation and inspection to determine the scope of any necessary repair(s), an Evaluation Fee shall be charged to the Customer. The repair estimates shall then be incorporated into a Quote to define the necessary repairs ('Repair Services'). The Evaluation Fee shall be deducted from the amount quoted should the Customer decide to have Instron perform the Repair Services. Receipt of a valid Customer PO shall constitute the Customer's concurrence and approval for the quoted Repair Services and shall thus indicate Agreement between the Parties to proceed with the repairs.

5. Time and Material Services – Instron services that are quoted for performance on a time and material basis are subject to a minimum labor charge of one half day, in addition to any applicable travel zone fee and the price of any material and parts used in the performance of the services.

6. Training – The Training Quote shall define the course of instruction for the Customer. In addition, the Customer, upon issuing a PO, thereby agrees to the following additional terms associated with training: There will be no cancellation charge for Customer registrants cancelling sixteen (16) or more business days prior to the scheduled training date. Customer registrants who cancel less than sixteen (16) business days but more than ten (10) business days prior to the scheduled training date shall be charged twenty-five per cent (25%) of the course fees. Course cancellations of ten (10) or less business days but more than five (5) business days prior to the scheduled training date shall be charged fifty per cent (50%) of the course fees. Course cancellations made five (5) business days or less of the scheduled training date will be charged one hundred per cent (100%) of the course fees. In any of the above cancellation cases, the Customer has the option to apply the cancellation fee as part of the payment to enroll in another Instron training course. This shall be a one-time transfer within one (1) year of the originally scheduled course. All cancellations must be sent in writing via mail, fax, or e-mail. No show shall be charged 100% of the course price. Any rescheduling or substitutions shall be charged an administrative fee of €100.00. Instron reserves the right to cancel any scheduled courses due to low registrations, or for any other reason, without financial obligation. In that event, Instron will notify registrants at least one week prior to the start day of the scheduled course being cancelled and any previously paid course fees reserving course seats shall be refunded to the Customer.

7. Services will normally be provided during Instron's standard working week (Monday to Friday, excluding public holidays observed by Instron), unless otherwise specified in the Contract. Services not included in this Contract, as defined above, or services excluded above, shall be the subject of a separate and distinct Contract and shall be subject to the availability of personnel and spare parts, where necessary, following the placement of orders. The Customer undertakes, on the agreed service dates, to make all equipment present in the laboratory available to our technicians, in order to enable the planned activities to be carried out efficiently. Such availability must also include the possibility of working on multiple systems simultaneously, where necessary. Furthermore, the Customer is required to ensure operating conditions that allow the technician to carry out a full shift of 7 hours per day. Should the Customer be unable or unwilling to guarantee the aforementioned conditions, they must notify us in advance during the quotation stage, so that the duration of the work and the associated travel costs can be correctly estimated. Any special personal protective equipment (PPE) required due to the specific nature of the working environment is not covered by this quotation.

8. Customer's Obligations: During the term of this Contract, the Customer shall be responsible for the following and shall ensure that these obligations are fulfilled: (a) All Equipment, including all safety devices, for which the Services have been agreed and scheduled, must be fully operational and properly maintained in accordance with the Equipment User Manual or other instructions approved by Instron before Instron's service personnel can perform the Services; (b) All necessary preparations must have been made prior to the date and time scheduled and required for the performance of the Services set out herein; (c) The Customer shall make the Equipment available without restriction for the Services in accordance with a mutually agreed schedule; (d) The Customer shall provide all necessary assistance beyond the control of Instron's support staff or its authorised agents, as required to support the Services; (e) For any Equipment sent to Instron for assessment and any repairs, the Customer shall be responsible for obtaining a Return Material Authorisation (RMA) from Instron's Sales or Support department. (f) The Customer warrants that access to the work areas and equipment covered by this Contract shall be granted without restriction to Instron personnel for the duration of the agreed activities, and that all equipment covered by the Contract necessary for the proper performance of the Services shall be made available. (g) Any equipment, systems or instruments manufactured by parties other than Instron and present at the Customer's laboratory or site do not fall within the scope of the Services governed by this Contract and shall not be subject to any work, inspection, maintenance, calibration or intervention by Instron, unless otherwise agreed in writing between the Parties in advance. (h) Any activity, service or intervention not expressly provided for in this Contract shall be subject to the issue of a specific quotation by Instron and the receipt of the relevant purchase order from the Customer.

9. Payment Terms: All payments are NET 30 Days from Invoice Date, subject to credit approval, unless otherwise mutually agreed; no discount shall be allowed upon receipt of invoice for early payment by the Customer. Notwithstanding the actual timing of the performance or completion of any services, the Customer shall be obligated to make payment in full in accordance with the terms of the invoice, regardless of whether any or all of the Services have been fully performed, except if the Services have not been performed solely due to the fault of Instron. For the avoidance of doubt, the Customer's obligation to make payment under this Agreement shall be independent of the commencement, progress, or completion of the Services and shall not be deferred or withheld on the basis that any Services have not yet been rendered, except if due to Instron's fault, it being acknowledged that such payment covers the availability of Instron's personnel, resources, and technical support from the contract start date in accordance with the Agreement. **Delays incurred as a result of the Customer's failure to adequately prepare Customer's facility shall not warrant a delay in payment for the performance of any Services under this Agreement**. Applicable taxes shall be invoiced to and payable by Customer, along with the Agreement Price, unless Instron receives a tax exemption certificate from Customer.

10. Warranty for Instron Services and Limit of Liability: Instron warrants service replacement parts against defects in material or workmanship for a period of 12 months for new parts and 6 months for exchange parts from the date of the completion of Services under this Agreement, only when fitted by an Instron factory trained engineer. Instron warrants that, if on written request made within the warranty period from the completion date of the work performed, the Equipment on which maintenance or repairs were performed fails to operate properly due to the negligence of Instron's Service personnel or its authorized agents, the re-performance of the maintenance or repair services shall be properly remedied without additional charge. Instron's liability herein shall not exceed the cost of the services performed or the furnishing of corrective or remedial services required by the negligence of Instron's service personnel or its authorized agents.

11. Force Majeure: Instron shall not be liable for any delays in performance due to any cause beyond Instron's reasonable control or for any delays that can solely and directly be attributable to the Customer. These causes include, without limitation, acts or situations normally considered and called 'acts of God' or 'force majeure' events, any delay of sources to supply materials and equipment, government priorities, labor or transportation problems or the Site and/or Equipment not being available for scheduled services. Acts of God may include, but not limited to, earthquakes, hurricanes, winds, fires, epidemics, landslides, floods, droughts, famines, acts of public enemies, acts or orders or any kind of any governmental authority, insurrection, military action, war (whether or not declared), sabotage, riots, civil disturbances, terrorist acts, or explosions. Instron shall promptly notify Customer of such event, and Instron shall not be deemed to be in default during the continuance of such inability. Instron shall, however, promptly use its best efforts to remedy with all reasonable dispatch the cause or causes preventing Instron from carrying out its duties and obligations hereunder. In the event that a force majeure event remains unremedied, or if Instron is unable to recommence performance of the Services within thirty (30) days of any force majeure event, either Party may terminate this Agreement with written notice to the other Party. Fees or charges for any goods or services Instron has provided the Customer prior to such force majeure Termination shall be due and payable in accordance with the Payment Terms herein.

12. Confidential Information and Material: Unless the Parties have an active confidentiality agreement, the following shall apply. The Parties may from time to time during the term of this Agreement share information which may be considered confidential in the conduct and performance of their respective businesses. The Party receiving such information shall treat and protect such confidential information in the same regard and respect as it treats its own confidential information. 'Confidential Information' of either Party shall mean any and all tangible and intangible information, whether oral or in writing or in any other medium, disclosed or made available from time to time by that Party (the 'Disclosing Party') to the other Party (the 'Receiving Party') or otherwise obtained by the Receiving Party from the Disclosing Party or relating to the Disclosing Party. Confidential Information will include, without limitation,

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information relating to the mechanical testing applications of the Disclosing Party's materials, products, components, and test methods, data, reports, or any other related information, services associated with such mechanical testing applications, or inventions related to mechanical testing by the Disclosing Party, including without limitation, third party information that Disclosing Party is obligated to treat as confidential. Confidential Information may include information relating to the finances, management, business, operations, pricing or products of the Disclosing party to the extent such information is made available by the Disclosing Party to the Receiving Party or otherwise obtained by the Receiving Party, provided that such information does not fall into one of the categories set forth below. Confidential Information of the Disclosing Party shall also include, without limitation, all information that relates to the Receiving Party's analysis of the Disclosing Party's Confidential Information, and all derivatives of the Disclosing Party's Confidential Information, whether developed by the Disclosing Party or the Receiving Party. Confidential Information shall not include information that: (a) was in the public domain at the time it was disclosed to the Receiving Party; (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault or act of the Receiving Party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to the Receiving Party; (d) is rightfully communicated to the Receiving Party by a third party with the right to disclose such information, free of any obligation of confidence, subsequent to the time it was disclosed to the Receiving Party by Disclosing Party; or (e) was developed by employees or consultants of the Receiving Party independently of and without reference to or use of any Confidential Information communicated to the Receiving Party by the Disclosing Party. Any equipment, tools, or repair parts owned and being provided by Instron for Services in this Agreement that may be left unattended and/or overnight for the continuance of unfinished work shall be treated as Instron Proprietary Material and shall be afforded the same status herein as Confidential Information for their care and treatment.

13. Term and Termination: Unless earlier terminated as provided herein, this Agreement shall remain in effect for the term of the Agreement. Without prejudice to any other remedies either party may have, this Agreement may be terminated by either party upon thirty (30) days written notice to the other for a breach or default of any material obligation under this Agreement, provided, however, that the breaching or defaulting party may avoid such termination by curing the claimed breach or default within such 30-day period and has so notified the other party in writing. If such written notice is given, any services rendered, or parts provided by Instron after the Expiration Date of the Service Agreement, contract in effect, or Agreement termination date established herein, will be billed at the rates in effect at the time. In such an event, Instron may at its option (1) withhold performance under this Agreement until a reasonable time after any default has been cured, (2) declare all sums, due and to become due, to be immediately due and payable under this Agreement, and/or (3) do anything else which the law permits. Instron's obligations to Customer under this Agreement end on expiration or termination of this Agreement.

14. Regulations at Customer Facility: At all times while on Customer's property in performing Services under this Agreement, Instron Service personnel or its authorized agents shall act in the strictest compliance with Customer's on-site policies and requirements and with all applicable laws and regulations where the Customer facility is located.

15. Limitation of Liability: under no circumstances shall Instron be liable for any consequential, indirect, incidental, punitive, or special damages, including, without limitation, lost profits, whether or not arising from Instron's negligence, breach of warranty, strict liability in tort, or any other cause of action. In no event shall Instron's total liability in connection with any PO or the sale of Instron's products or services exceed the purchase price actually paid for the specific product or service giving rise to the claim.

16. Governing Law: This agreement shall be interpreted in accordance with the laws of the country in which the Instron entity providing the services is established.

17. Export Control: The Customer acknowledges that the export of Goods, Services and Technology herein is subject to export control regulations as amended, and agrees, as a condition of acceptance of Instron Service Quote or of entering into this Agreement and issuance of any subsequent Purchase Order or contract hereto, that the Goods, Services and Technology will not be used for purposes associated with any chemical, biological, or nuclear weapons or with any missiles or armament capable of delivering such weapons, or in support of any terrorist activity or any other weapons of mass destruction (WMD) end use. Nor, will they be re-sold or transferred if it is known or suspected that they are intended for such purposes. This Agreement is subject to acceptance that the export of Goods, Services and Technology hereunder is contingent upon applicable export controls, and, in the event that the requisite governmental authorizations cannot be obtained, Instron shall not be liable to the Customer in respect of any bond or guarantee or for any loss, damage, consequences or other resultant financial penalty.