

PALL STANDARD SERVICE TERMS AND CONDITIONS - GERMANY

These Pall Standard Service Terms and Conditions ("Service Terms") apply to services to be performed by, Pall GmbH ("Seller"), and to any related replacement or spare parts that may be supplied by Seller in connection with such services, that may be performed or supplied under purchase orders (each an "Order") agreed to between Seller and the buyer ("Buyer") that is identified on an applicable Order, as issued from time to time.

All Orders shall be accepted and performed only in accordance with these Service Terms and Conditions. They apply to business entities (as defined in German Civil Code (BGB) section 14), legal public entities and trusts governed by public law.

Deviating or supplemental terms and conditions of a Buyer are not accepted by Seller unless Seller expressly agreed to them in writing.

For any further contracts with the same Buyer, these Terms and Conditions shall also be valid even if they are not expressly referred to.

1. Provision of Services. Services are made available to Seller's customers at various service levels. Details of the levels of Services available for each equipment type are detailed as service agreement categories and the current versions of which can be found at <https://www.pall.com/en/instrument-service-support.html> (each a "Service Contract") or in the current services brochure ("Brochure"). Seller will provide the services ("Services") under the Service Contract that is selected by Buyer and listed in an Order that is accepted by Seller as provided below. The Service Contract cover sheet or quotation will detail the instrument/equipment ("Equipment") covered, the category of Services to be provided and the length of such Services. The Service Contract cover sheet, these Service Terms and the Brochure (together the "Service Contract") set out the whole agreement between Seller and Buyer for the supply of Services for the Equipment. Seller may inspect any Equipment prior to accepting its inclusion in the Service Contract. The inspection and any remedial action required to bring the Equipment to an acceptable standard is at the discretion of Seller and is chargeable at Seller's current rates at the time of the agreement of the respective Order. Under such Service Contracts, certain preventative maintenance services are provided on a regular schedule established mutually by Buyer and Seller. Seller may, in limited circumstances, agree with Buyer to provide additional special services beyond the scope of a usual Service Contract, or preventative maintenance services on a Buyer specific schedule, which, if applicable, are subject to agreement on the terms of a special Order between Buyer and Seller.

Unless otherwise agreed by Seller, all Services shall be provided during normal business hours and according to Seller's normal scheduling and timing. Any schedule provided by Seller in relation to the timing of Services is the best estimate possible based on conditions existing at the time of Seller's acceptance of the Order or receipt of all specifications from Buyer, as applicable. In the case of non-standard Services, any such date is subject to Seller's receipt of complete information necessary for completion of Services. Seller's liability due to delays is limited according to section 9.1 of these Service Terms. It is

understood that the Services provided by Seller are not to be considered professional engineering services or work-for-hire. In the event design documentation requires a professional engineering stamp, a separate written scope and definition of responsibility must be executed by Buyer and Seller.

2. Supply of Spare Parts. From time to time, in connection with or to facilitate the performance of certain of the ordered Services, Seller may also supply and sell to Buyer replacement or spare parts (the "Spare Parts"). Spare Parts may be supplied on a periodic basis as part of a particular Service Contract. Alternatively, Seller may supply such Spare Parts as required at the time of performance of applicable Services. Buyer may also purchase Spare Parts for their own stocking and use. Except for Spare Parts to be supplied without additional cost as specified in an applicable Service Contract, Seller will invoice Buyer for any such Spare Parts in accordance with Seller's then current price list, unless an applicable Spare Part is a replacement for a part that is covered by Seller's standard warranty as provided in section 7.1 below.

3. Quotations and Orders.

3.1 All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation.

3.2 Seller's acceptance of any Order is subject to approval by Seller of Buyer's credit. Subject to these Service Terms, Seller shall provide to Buyer such Services, and supply and sell to Buyer such related Spare Parts, as may be stated in an accepted Order. Any Orders become effective only if and when approved and accepted in writing by Seller, as confirmed by the issuance of a Seller acceptance or execution of the Order by Seller. All such Orders shall be subject to these Service Terms.

3.3 Buyer and Seller may make changes to an Order upon mutual execution of a change order which indicates the change and the new pricing, if any, for the remainder of the Order (each a "Change Order"). Each Change Order shall amend the Order to which it applies and shall be subject to the remaining terms of such Order and these Service Terms.

3.4 The Parties may terminate or cancel an Order or a Change Order after Seller's acceptance according to the statutory provisions (see in particular German Civil Code (BGB) sections 621, 648).

3.5 Notwithstanding the foregoing, if a party fails to perform or observe any material term or condition of these Service Terms or the terms of an Order, the other party may terminate the applicable Order for cause according to the statutory provisions (German Civil Code (BGB) sections 626, 648a). In addition, either party also may terminate any pending Orders immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits its inability to pay its debts as they become due.

4. Fees. Seller will charge Buyer for Services in accordance with Seller's schedule of rates at the time of the

agreement of the respective Order. The respective schedule of rates is based upon the then current material and labor costs. If Seller agrees to perform Services that are not covered by the Service Contract (e.g. billable time and material) selected by Buyer or a separate Order, or that are requested or required by Buyer to be performed outside of normal business hours or in an expedited manner, such Services will be charged at Seller's then current schedule of rates, including any applicable overtime or expediting charges, and will be in addition to the charges outlined in the Order. Seller is entitled to undertake a price adjustment, if Seller's performance takes place more than four months after the agreement of an Order and in the event of changes of the cost basis between the agreement of the Order and the agreed performance date, unless this leads to a higher profit margin. Buyer may be charged additional fees for time taken by Seller to attend on site safety briefs/presentations required by Buyer. All prices are based upon normal use of Equipment. If Equipment is put to abnormal use, then Seller reserves the right to vary the prices for the Services accordingly. "Normal use" means that the Equipment is used within its stated specifications as specified in the operating manuals or instructions for use.

5. Taxes. All prices are exclusive of VAT or any other applicable taxes. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. If Buyer is exempt from VAT or any other applicable tax but fails to notify Seller of such exemption or fails to furnish its tax number to Seller in a timely manner, and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of an applicable Seller invoice.

6. Invoicing and Payment.

6.1 Seller shall have the right to issue single invoices, or combine invoicing and issue a single invoice to Buyer combining all Orders for which payment is then due. Invoices issued by Seller to Buyer shall be deemed approved by Buyer unless disputed within thirty days of the invoice date. In the event of a dispute, Buyer agrees to timely pay the undisputed portion. Seller's acceptance of a partial payment shall not waive any of its rights as to the remaining balances, nor in any way constitute accord and satisfaction.

6.2. Payment for billing shall be made by Buyer in euros within thirty (30) days after the invoice date. Payment not in euros shall be made in accordance with Seller's written instructions. Except for credits that Seller elects to issue pursuant to these Service Terms, all amounts paid by Buyer are non-refundable.

6.3 Seller may, at any time or times, suspend performance of any Order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

7. Warranties.

7.1 Services which are aimed at achieving a result (Contract to produce a work in the meaning of German Civil

Code (BGB) section 631) and Spare Parts that are purchased pursuant to an Order are subject to Seller's warranty for a period of 12 months from date of acceptance, respectively delivery. If a work or an applicable Spare Part is defective (German Civil Code (BGB) section 633 respectively 434), Seller is entitled to carry out at its option supplementary performance within a reasonable deadline by undertaking warranty repairs or by delivering a non-defective replacement for the defective work or Spare Part. Seller shall be allowed two attempts of supplementary performance. In the event that the supplementary performance fails, Buyer is entitled at its option to require either a price reduction (German Civil Code (BGB) section 441 respectively 638) or to revoke the Order (German Civil Code (BGB) section 323). Seller shall bear the costs of supplementary performance.

7.2 Deviating from section 7.1 above, Buyer is not entitled to revoke the Order in case of immaterial defects. Revocation is also excluded if the work was integrated into a building.

7.3 Warranty claims become time-barred within 12 months after acceptance respectively delivery of the Service or Spare Part. In case of a supplementary performance less than one month before the expiry of the limitation period, the limitation period shall be extended by three further months starting from the acceptance respectively delivery of the repair or new delivery. The extension of the limitation period only applies with regard to the repaired or replaced part.

7.4 In any case of a warranty claim, Buyer shall notify Seller promptly in writing of any claims after the detection of a defect and provide Seller with an opportunity to inspect and test the Spare Part or other defective part. Buyer shall provide Seller with a copy of the original invoice for the Service or Spare Parts. All claims must be accompanied by full particulars, including system operating conditions, if applicable.

7.5 If a warranty claim is not justified, Buyer shall pay Seller's then customary charges for any additional required Services or Spare Parts.

7.6 SELLER SHALL BE LIABLE FOR DAMAGES DUE TO OR IN CONNECTION WITH DEFECTS OF SPARE PARTS OR SERVICES EXCLUSIVELY IN ACCORDANCE WITH SECTION 9.

8. Indemnification.

8.1 Buyer agrees to indemnify, defend and hold Seller and its employees, directors, officers and agents harmless against any claim, liability, damages, losses, judgment, and other expenses including reasonable attorney's fees and court costs (each a "Liability") arising out of or resulting from any third party claims made or proceedings brought against Seller to the extent that such Liability arises as a result of (a) Buyer's breach of its obligations under these Service Terms; (b) Buyer's gross negligence or willful misconduct; or (c) Buyer's violation of applicable law or regulation. Any further damage claims of Seller remain unaffected.

8.2 Seller seeking indemnification hereunder shall promptly notify Buyer in writing of a third party claim or suit upon which it intends to base a request for indemnification and shall provide reasonable cooperation (at Buyer's expense). No

settlement or compromise shall be binding on Seller without its prior written consent, not to be unreasonably withheld.

9. LIMITATION OF LIABILITY.

9.1 SELLER ASSUMES NO LIABILITY DUE TO DELAYS, INCLUDING WITHOUT LIMITATION DELAYS THAT MAY BE CAUSED BY BUYER. ANY OTHER CLAIMS FOR DAMAGES, REGARDLESS OF THEIR LEGAL BASIS, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY BUYER FOR THE PARTICULAR SERVICES OR SPARE PARTS THAT ARE THE SUBJECT OF THE CLAIM. THE AFOREMENTIONED EXCLUSION AND LIMITATION OF LIABILITY DOES NOT APPLY IN CASES WHERE MANDATORY LIABILITY EXISTS. THIS IS FOR EXAMPLE THE CASE IN THE EVENT OF INJURY TO LIFE, BODY OR HEALTH, INTENTIONAL ACTS, GROSS NEGLIGENCE OR BREACH OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY SELLER, ITS STATUTORY REPRESENTATIVES OR EMPLOYEES. ESSENTIAL CONTRACTUAL OBLIGATIONS ARE THOSE WHICH FIRST ALLOW THE DUE EXECUTION OF THE ORDER AND ON WHOSE FULFILMENT BUYER MAY REGULARLY RELY. MANDATORY LIABILITY ALSO EXISTS IN THE EVENT OF LIABILITY UNDER PRODUCT LIABILITY STATUTE (PRODUKTHAFTUNGSGESETZ) OR IF SELLER HAS GIVEN AN EXPRESS GUARANTEE (GERMAN CIVIL CODE (BGB) SECTION 443). THIS SECTION DOES NOT CAUSE AN ALTERATION OF THE BURDEN OF PROOF TO BUYER'S DISADVANTAGE.

9.2 SELLER'S LIABILITY FOR GROSS NEGLIGENCE SHALL BE LIMITED TO THE FORESEEABLE DAMAGE WHICH IS TYPICAL FOR THE KIND OF AGREED SERVICE. THE SAME APPLIES TO BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS CAUSED BY ORDINARY NEGLIGENCE. IN OTHER CASES OF ORDINARY NEGLIGENCE SECTION 9.1 APPLIES.

9.3 SECTIONS 9.1 AND 9.2 APPLY ACCORDINGLY IN FAVOR OF SELLER'S AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES.

10. Confidentiality. All designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with Services provided, any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, and all related intellectual property rights ("Confidential Information"), shall remain Seller's property. Buyer shall not disclose any such information or material to third parties without Seller's prior written consent. Buyer shall be responsible for any breach of the foregoing obligations by any of its employees, contractors or agents. Upon termination or completion of all Orders and upon Seller's request, Buyer shall destroy all Confidential information in its possession and shall cease all use of such Confidential Information, and upon Seller's request shall certify in writing that it has done so. In the event that Buyer and Seller have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such Confidentiality Agreement shall take precedence over the terms of this section 10.

11. Governing Law; Dispute Resolution. These Service Terms and all Orders relating hereto shall be governed

by the laws of the Federal Republic of Germany, and the parties agree that the Courts of Offenbach/Main shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with these Service Terms or any Order relating hereto.

12. Notices. Any legal notice under these Service Terms shall be in writing and shall be effective upon confirmed delivery to the administrative contact for each party as set forth on the applicable Order or such other address as that party may notify the other from time to time in writing.

13. Independent Contractors. Seller is an independent contractor to Buyer. Neither party shall have the authority to bind, represent or commit the other party. Nothing in these Service Terms shall be deemed or construed to create a joint venture, partnership, joint employer or agency relationship between the parties.

14. Subcontractors. Seller may use subcontractors in relation to the provision of the Services. Seller shall be responsible for any breach of these Service Terms by any such subcontractors.

15. Survival. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Service Terms, shall survive the completion or termination of any Order until the end of the time period established in the applicable statute of limitations.

16. Force Majeure. If performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, epidemic, pandemic or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, and the timing of performance of the applicable Services or delivery of the Spare Parts shall be delayed or adjusted accordingly.

17. Exclusions.

17.1 The Service Contract does not cover:

(1) Equipment problems caused by use of non-Seller approved consumables, supplies, Spare Parts and labor. Additional charges will be made to cover labor and new parts required to rectify Equipment faults arising from use of non-Seller approved consumables, supplies and spare parts, or if any maintenance servicing is performed by persons other than Seller's authorized personnel, including Buyer's employees that have not been trained, certified and authorized to provide said support, preventative maintenance, calibration and corrective maintenance to the Equipment;

- (2) Updating, upgrading or modification of Equipment except where this is deemed by Seller to be a safety requirement;
- (3) Any maintenance required to be carried out by Buyer and detailed in the appropriate instruction manuals supplied with the Equipment;
- (4) Any maintenance of equipment which is not included in the list of Equipment;
- (5) Replacement of non-defective Spare Parts once opened.

17.2 In addition, where the Equipment is controlled by or used in conjunction with personal computers and/or interfacing or management software, these are not included in the Service Contract outside the suppliers' normal terms of warranty. It is therefore recommended that, if required, service support should be arranged for these items through an alternative supplier.

17.3 Seller shall be relieved of its obligations under the Service Contract or any warranty in relation to any Equipment if:

- (1) The Equipment is damaged through accident, relocation, change of custody, misuse, theft, fire, water or neglect except where this is directly due to any act or omission of Seller, its employees or duly authorized agents.
- (2) additional attachments, features or devices are added to the Equipment (except those specifically authorized by Seller in writing or in its Customer Instruction Manual) or any alteration is made to the Equipment or any maintenance is carried out on the Equipment without Seller's prior written consent.
- (3) the Equipment has not been used in accordance with the instructions in the operator's handbook or user manuals;
- (4) Buyer replaces any part of the Equipment with non-Seller approved products;
- (5) Buyer removes parts from one piece of Equipment and replaces them in another piece of Equipment;
- (6) Certain parts of the Equipment are excluded from Service Contract Agreements. These include, but are not limited to, those parts that are customer consumables, sample accessories of a fragile nature, or have a life which is directly related to usage. These parts are specified in the Brochure for each type of Equipment.

18. Entire Agreement. These Service Terms, the Confidentiality Agreement, if any, and any applicable Service Contract or Orders constitute the entire agreement between the parties hereto and supersede all prior agreements, communications and understandings, oral or written, between the parties relating to the subject matter hereof. These Service Terms shall be binding on the parties and their successors and permitted assigns.

19. Waiver; Severability. A waiver of a breach or right arising under these Service Terms must be declared in writing and executed by an authorized representative of the party against which such waiver is sought to be enforced. Any such waiver or any failure to enforce any term of these Service Terms will not be deemed a waiver of any other breach or right to enforce other terms at any time.

20. Validity. If any term of these Service Terms is found by a court of competent jurisdiction to be unenforceable, such term shall not affect the other terms of these Service Terms, and such unenforceable term shall be modified by the court only to the extent necessary in the court's opinion to render such term enforceable, preserving to the extent possible the intent and the agreements of the parties.

21. Banking Fraud. Buyer and Seller both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Seller and speaking with an accounts receivable representative before mailing or transferring any monies using the new instructions. Seller will provide Buyer with that information in connection with the transaction. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions, but instead will provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

22. Resolution of Documentation Conflicts. In the event of a conflict between these Service Terms and the specific terms of a particular Order, the terms of the particular Order shall take precedence with respect to the particular Services or Spare Parts that are the subject of such Order.

23. Precedence of German version. In the event of any discrepancies between the German and the English version of these Service Terms the German version takes priority.