GENERAL TERMS AND CONDITIONS For Kuhner Shaker Ltd.

(Alpha House, 4 Greek Street, Stockport, Cheshire, England, SK3 8AB)

These General Terms and Conditions apply to all business contracts entered into.

1 GENERAL

1.1 Each offer and contract, and the performance of each offer and contract, whether preparatory or performance-related in nature, including international offers, order confirmations and deliveries, shall be governed exclusively by these General Terms and Conditions. Any departure from these General Terms and Conditions must be agreed upon by us explicitly in writing and shall apply only to the relevant contract.

1.2 In these Terms and Conditions, the “Other Party” shall be understood to mean any legal entity or natural person who has entered into or wishes to enter into a contract with our company and, in addition to the latter, each of their agents, authorized representatives and assignees.

1.3 Terms and conditions that are different than these General Terms and Conditions shall apply only if we have accepted them explicitly in writing and only to the relevant contract or contracts.

1.4 Should any provision in these General Terms and Conditions be invalid for whatever reason, the rest of these Terms and Conditions shall remain in effect.

1.5 Should any provision of these General Terms and Conditions or the contract be invalid for whatever reason, the parties shall negotiate on the contents of a new provision, the content of which shall be as close as possible to that of the original provision.

2 OFFERS

2.1 All offers made shall remain valid during a period indicated by us. Failing such a period, our offers are without obligation with respect to the price, contents and execution as well as the delivery time and availability for a period not exceeding three months.

2.2 All price lists, brochures, drawings, designs, switch diagrams and other information provided are as accurate as possible. These are only binding on us if confirmed explicitly in writing.

2.3 All data and/or information provided with an offer shall remain our property or intellectual property and must be returned at our first request.

2.4 The sending of offers, documentation and/or further documentation shall not oblige us to deliver or accept the order, unless the offer is irrevocable and the Other Party indicates that they accept this offer.

2.5 We reserve the right to make technical modifications to the extent that this does not alter the function and use of the goods. As a result, technical specifications, as well as dimensions and weights, may alter or be altered.

3 CONTRACT

3.1 Subject to the terms below, a contract with us shall not be entered into until we have explicitly accepted or confirmed a written order in writing. The order confirmation shall be deemed to truly and fully represent the contract.

3.2 Any additional agreements or changes made after entering into the contract, as well as any agreements and/or commitments made (orally or otherwise) by our staff or on our behalf by our salespersons, agents, representatives or other intermediaries shall only be binding on us if we have confirmed these agreements and/or commitments in writing.

3.3 A contract for work for which no offer or order confirmation has been sent because of its nature and scope shall be entered into at the moment the actual performance of the contract is started by us or on our behalf. The invoice shall also serve as an order confirmation, which shall also be deemed to truly and fully represent the contract. Concerning the terms of Articles 3.1, 3.2 and 3.3, our records shall be determinative, unless there is written proof to the contrary.

3.4 Each contract is entered into by us under the condition precedent that the Other Party proves that it is, in our sole discretion, sufficiently credit worthy to fulfil the financial terms of the contract.

3.5 On or after entering into the contract, and prior to performance or further performance of the contract, we may require security from the Other Party to ensure that payment and other obligations will be fulfilled.

3.6 We may, if we consider this to be necessary or desirable, engage third parties for the proper performance of the contract.

3.7 Unless approved by Kuhner Shaker Ltd any cancellation of a contract (purchase order) in part or whole by a customer more than 5 business days after submittal may be subject to a (10%) restocking fee.

3.8 Unless approved by Kuhner Shaker Ltd any cancellation of a contract (purchase order) in part or whole by a customer less than 20 business days from projected delivery date may be subject to a (25%) restocking fee.

4 PRICES

4.1 Unless stated otherwise, all prices listed are subject to change.

4.2 Unless stated otherwise, our prices are:

- based on the price levels for purchase prices, wages, wage costs, social security and government charges, freight charges, insurance premiums and other costs applicable at the time of the offer or on the order date;

- based on delivery DAP subject to the terms of Article 15.3;

- exclusive of VAT, import duties, other taxes, levies and charges;

- stated in GBPs; changes in exchange rates, if any, shall be passed on.

4.3 In the event of an increase for whatever reason in one or more of the cost-price factors, including but not limited to wages, materials and changes in exchange rates, we may increase the order price accordingly, unless agreed otherwise. In this event, the Other Party may dissolve the contract.

4.4 With respect to orders and/or deliveries whose net invoice value is for a (certain) low amount, we shall be entitled to charge administration and/or handling costs in advance.

5 DELIVERY AND DELIVERY TIME

5.1 Unless agreed otherwise, delivery shall be made DAP.

5.2 The Other Party shall inspect the delivered goods or packing for possible shortages or visible damage immediately upon delivery, or carry out this inspection after notification from us that the goods are at the Other Party's disposal.

5.3 The Other Party shall list on the delivery note, the invoice and/or the transport documents each shortage in or damage to the delivered goods and/or to the packing at the time of the delivery. Unless agreed otherwise, there shall be no requirement to respond to complaints relating to this if this is not done.

5.4 Unless the order confirmation states that this is not to apply, we shall be entitled to deliver in parts (i.e. partial deliveries), which we may invoice separately. The Other Party shall then be obliged to pay in accordance with the terms as referred to in "Payment" below.

5.5 The delivery times indicated are not deadlines, unless agreed otherwise in writing.

5.6 We shall not be required to pay any compensation if a delivery is not on time, unless agreed otherwise in writing. If we repeatedly exceed delivery times and may set a final (reasonable) period for delivery, the Other Party may claim in writing that we are in default. If delivery does not take place within that period, the Other Party shall be entitled to dissolve the contract (in writing), unless the cause of exceeding the delivery time cannot be attributed to us.

5.7 Any change and/or cancellation of all or part of an assignment or order by or at the request of the Other Party may only take place with our prior written permission and on condition that the work we have already performed, including all used materials thereto, is paid in full by the Other Party. In the event of a change and/or partial cancellation at the Other Party's request, we shall be entitled to pass on the costs and additional costs involved to the Other Party and to set a new delivery time.

5.8 If the Other Party does not take delivery of the goods within the delivery time or delivery period, or if the Other Party fails to observe an agreed upon on-call period, we shall be entitled to invoice the Other Party for the goods in question. We shall also be entitled, at our discretion, to store these goods or have them stored, entirely at the Other Party's expense and risk. Should the Other Party fail within the applicable period to take delivery or call up the goods, we shall be entitled, at our discretion, to the performance of the contract or to the dissolution of the contract, neither option prejudicing our entitlement to compensation and/or damages.

5.9 Return shipments shall only be accepted after we have given explicit approval in writing.

5.10 The other party shall bear the expense and/or risk of any loss or damage, including breakage, at the time of or resulting from storage (including temporary storage) and/or safekeeping and/or processing of the goods given to us for safekeeping and/or processing, unless such damage can be attributed to an intentional act or omission or gross negligence from our side.

6 TRANSPORT/RISK

6.1 If the Other Party does not provide us with detailed instructions, we shall (according to the standards of responsible business people and traders) determine the method of transport, shipping, packing and suchlike, without accepting any liability for this. The specific wishes, if any, of the Other Party in relation to transport and/or shipment shall only be carried out if the Other Party has stated that it will bear the additional costs involved.

7 INTELLECTUAL PROPERTY

7.1 We explicitly retain all intellectual property rights in the work carried out for the assignment, including in the software we supply, unless explicitly agreed otherwise in writing.

7.2 The Other Party shall not remove or alter any marking in relation to trademarks, trade names, patents or other rights in the goods we deliver, including markings relating to the confidential nature and secrecy of the goods delivered, unless otherwise agreed. The Other Party shall impose this clause on its other contractual parties as a third-party clause.

7.3 We shall not accept any liability for infringements of intellectual or industrial property rights of third parties that are due to changes made to the delivered goods without our permission.

8 NON-ATTRIBUTABLE BREACH

8.1 If we are prevented by force majeure, of either a permanent or temporary nature, from performing the contract in full or in part, we may, without judicial intervention and without being liable to pay compensation or damages, dissolve the contract in full or in part by giving written notification to this effect. In this event we remain entitled to payment from the other party for performance we had already delivered prior to the occurrence of the force majeure, or to suspend performance or further performance of the contract. In the event of suspension, we may also dissolve the contract in full or in part.

8.2 Force majeure includes all circumstances due to which we are unable temporarily or permanently to fulfil our obligations, such as government measures, strikes, failure of our suppliers to deliver the goods required to supply our goods and services, as well as any circumstances in which we can no longer be required to perform our obligations or perform them any further with respect to the Other Party. We may also invoke force majeure if the circumstance giving rise to the force majeure occurs after our performance should have been carried out.

9 LIABILITY

9.1 Except in the event and to the extent that provisions of mandatory law relating to (product) liability prescribe otherwise, as well as with due observance of the legal rules of public order and good faith, we shall not be bound to compensate for any loss or damage, of whatever nature, to any movable or immovable property or any person, including trading loss, on the part of the Other Party or any third party, which loss or damage is directly or indirectly caused by or connected with any property or good delivered by us or on our behalf, or which is directly or indirectly caused by or connected with any use or any application or processing of such property or good, or its storage or safekeeping, or the assembly or installation of such property or good, or making it operational. The Other Party explicitly indemnifies us against claims and court actions based on or relating to any such loss or damage, unless the loss or damage is due to the intentional act or omission or the gross negligence of our staff and/or third parties engaged by us.

9.2 With due observance of the other terms of this Article, we shall in any case not be liable for loss or damage caused directly or indirectly by injudicious use of the goods or property delivered, or by its use for a purpose other than that for which it is suitable according to objective criteria, or for a purpose other than that for which we may reasonably assume it to be used. Nor shall we be liable for loss or damage due to a defect in our product if:

a. we did not market the product;

b. it is plausible, in view of the circumstances, that the defect that caused the loss or damage did not exist at the time we put the product on the market, or that this defect occurred subsequently;

c. our product was not manufactured for us for sale or for any other form of commercial distribution, nor manufactured or distributed in the context of exercising our profession;

d. the defect is due to the fact that the product complies with mandatory government regulations;

e. it was impossible to discover the existence of the defect based on the state of scientific and technical knowledge at the time we put the product on the market;

f. concerning the manufacturer of a part, the defect can be blamed on the design of the product of which the part is a component, or on the instructions provided by the manufacturer of the product.

g. the loss or damage is due to careless behaviour on the part of the Other Party, of the Other Party's staff or other persons it has engaged, or any other person on the side of the Other Party.

h. the loss or damage is due to infringement of any patent, model for use, trademark, mark of origin, model right, copyright or neighbouring right, right in a semiconductor product or its topography, right in a database or other data collection, or any other industrial or intellectual property right or any other exclusive right, or infringement or violation of a license under any such right, which is the direct or indirect consequence of use and/or application and/or publication or reproduction of information provided by or on behalf of the other party, such as descriptions, drawings, models, designs and the like.

9.3 Our liability shall be partly assessed on the basis of our product liability business interruption insurance. Subject to the terms elsewhere in this Article, loss or damage we cause to the other party (including trading loss) shall always be limited to the sum insured under our liability insurance policy. If necessary, at the Other Party's request, we will provide information on the sum up to which we are insured.

9.4 Compensation shall be considered to be made in full only on fulfilment of the applicable warranty and/or claim obligations, and/or payment by us and/or our insurer or insurers of the loss established.

9.5 The Other Party shall always bear the risk of any assistance provided by us in the assembly, making operational and/or installation of goods and not explicitly stated in the assignment.

9.6 With respect to advice given, we shall only be liable for ordinarily foreseeable and avoidable shortcomings, on the understanding that such liability shall never exceed the amount of the fee stipulated and received for the advice in question.

9.7 Subject to the terms elsewhere in this Article 9, a claim for compensation or damages shall be barred after one year has passed since the loss or damage manifested itself, was discovered or recognized or could reasonably have been discovered or recognized, but in any case after three years have passed since the delivery.

9.8 In respect of goods we have purchased from a third party, the terms applicable to the relevant transaction (contracts and/or warranty) shall also apply vis-à-vis the Other Party.

10 WARRANTY

10.1 The goods that leave our factory have been inspected.

10.2 Subject to the provisions stated elsewhere in these General Terms and Conditions, Kuhner warrants the soundness of the material used and the properties promised and the related proper operation of the goods delivered by Kuhner. This warranty applies only to new products for a period of five (5) years for shakers and shaker-incubators and twelve (12) months for incorporated CO2, O2 and/or RH sensors, unless otherwise agreed in writing. Warranty on accessories, spare parts or repairs is twelve (12) months, unless covered by a prior longer original warranty. A warranty for goods Kuhner has purchased elsewhere will only be given in the event that this is provided by the original manufacturer or manufacturers. A warranty shall apply to products which are not new only if this has been explicitly agreed upon; the provisions of these General Terms and Conditions shall also apply to such a warranty, except in the event and to the extent that explicit deviations are made therefrom.

10.3 The warranty time starts at the day of the delivery to the end customer. If the delivery date can not reliably be determined, the dispatch day from the Kuhner factory or from the local Kuhner distribution warehouse will be regarded as the warranty time start day.

10.4 In the event and to the extent that a warranty has been provided, any such warranty shall not extend to parts made of glass, electrodes, heating elements, or parts subject to wear and tear, such as gaskets, drive belts and anything that is similar, in the broadest sense. The decision regarding whether or not parts are covered by the terms of the warranty terms is explicitly at our discretion.

10.5 Defects in the goods covered by the warranty shall be, as determined solely by us, either repaired or replaced with a new delivery. In principle, warranty work is carried out during normal working hours at our company. Warranty work may only be carried out outside normal working hours if a separate service contract has been entered into and only in the event and to the extent that this is specified in that service contract. We are entitled to do the warranty work (or have it done) outside our company if, in our opinion, this is in the interest of the work, or if the performance of such work in our company is not reasonably possible or desirable. In the case that the machine does need to be transported to another location for repair, the risk and expense of this will be the responsibility of Kuhner Shaker Limited. If the goods offered to us for repair should prove not to show any defects, all costs incurred shall be payable by the Other Party, even during the warranty period.

10.6 Our warranty obligation shall lapse if the Other Party alters or repairs the goods delivered or has the goods altered or repaired, or if the goods delivered are used other than for ordinary purposes (including business purposes), or if the goods are, in our exclusive opinion, handled, used or maintained injudiciously. Our warranty obligation shall also lapse if the Other Party fails or has failed to perform any other obligation (under these General Terms and Conditions and/or the law).

11 COMPLAINTS

11.1 The Other Party must inspect the goods immediately after delivery and as thoroughly as possible. Any complaints about failures or defects must be reported to us in writing within eight working days of delivery.

11.2 Failures or defects that cannot reasonably be discovered within the aforementioned period must be reported to us in writing immediately after discovery and within six months of delivery at the latest.

11.3 After expiry of this period or these periods, the Other Party shall be deemed to have approved the goods or the invoice. At that time, we shall no longer handle any complaints.

11.4 In the event that the complaint is considered well-founded, we shall only be obliged to take back the faulty goods and to replace them or make up any shortage, if the other party is not entitled whatsoever to enforce any additional right to any compensation.

11.5 The submission of a complaint shall never release the other party from its payment obligations vis-à-vis us.

11.6 Delivered goods may only be returned with our prior, written permission, under the conditions to be determined by us.

12 RETENTION OF OWNERSHIP

12.1 Notwithstanding the terms stated elsewhere in this contract, we shall retain ownership of the goods we have delivered to the Other Party until the Other Party has paid in full everything it owes us under all written contracts entered into between us and the Other Party, on which the delivery or deliveries were based, including all obligations to pay aggregate balances and all claims by us in respect of breach by the Other Party of such contracts (including interest, costs and penalties).

12.2 For such goods, we shall acquire a non-possessory right of pledge, for which the Other Party grants now (to be effective then) its irrevocable permission for the amount of the value of the claims outstanding or still outstanding at such time.

12.3 The Other Party may resell or use the goods in the context of its normal business operations, but may not as long as they are subject to our retention of ownership pledge or otherwise encumber them with a restricted right.

12.4 We shall be entitled at all times, on the basis of the terms of this Article, to take back the goods (or have them taken back) from the Other Party or its holders if the Other Party fails to fulfil its obligations. The Other Party undertakes to cooperate in this.

12.5 In the event of resale by the Other Party of goods that are or remain partially or completely unpaid for, the Other Party assigns to us now (to be effective then) the claims against its purchaser (the second purchaser) that arise from this resale, which assignment shall then be considered as full or partial payment. The other party is obliged to give us the relevant information at our first request, so that we can claim the amount owed directly from the second purchaser. The amount that the second purchaser pays us will be deducted from the total owed to us by the Other Party. In the event of resale, the Other Party is also obliged to retain ownership in the same way as referred to in this Article.

13 PAYMENT

13.1 Payment shall be made by deposit or transfer to a bank account indicated by us within 30 days of the invoice date, failing which the Other Party shall be in default by operation of law without any notice of default being required. The value date quoted on our bank statements is decisive and shall therefore be considered as the payment date.

13.2 Each payment from the Other Party shall first serve to pay off the interest owed by the Other Party as well as the collection and/or administration costs incurred by us, and shall subsequently be deducted from the outstanding claims, starting with the oldest.

13.3 In the event that the Other Party:

a. is declared insolvent, relinquishes the estate of the Other Party, files an application for a moratorium on payment, or attachment is levied on all or part of the property of the Other Party;

b. dies or is placed under guardianship;

c. fails to fulfil any obligation to which the Other Party is subject under the law or these Terms and Conditions;

d. fails to pay the amount of an invoice, in full or in part, within the stipulated period; solely due to the occurrence of one of the circumstances referred to in a, b, c or d, we shall be entitled either to dissolve the contract by giving written notification to this effect or to receive any amount owed by the other party on the basis of the work and/or goods we have delivered forthwith (after notice of default) in its entirety, and also to receive back the goods delivered but not paid or not yet paid as our property, all this without prejudice to our right to compensation for costs, losses and interest.

13.4 From the moment the payment period expires without payment of the amount due, we shall be entitled to dissolve the contract wholly or in part, unless the breach, in view of its special nature or minor significance, does not justify such dissolution and its consequences.

14 INTEREST AND COSTS

14.1 From the moment the other party is in default until the date of payment in full, the Other Party shall owe default interest of 1.5% per month (including parts of a month). This shall not affect our right to receive full compensation or damages under the law.

14.2 All court and out-of-court costs to be incurred shall be payable by the Other Party. The out-of-court collection costs shall amount to at least 15% of the amount owed by the Other Party, including the aforementioned interest.

15 APPLICABLE LAW

15.1 Each offer and each contract, and its execution, are governed exclusively by UK law, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).

15.2 The English version of these General Terms and Conditions is binding. In the event one or more clauses in these General Terms and Conditions is contrary to law, the other clauses in these General Terms and Conditions shall remain fully in effect.

15.3 The interpretation of international commercial terms shall be governed by the "IncoTerms 2020", as drawn up by the International Chamber of Commerce in Paris (I.C.C.).

16 DATA PROTECTION

16.1 Kühner AG processes the customer’s personal data in accordance with the applicable data protection laws. The data shall be used exclusively for the performance and processing of the contract and shall only be disclosed to third parties where necessary for contract fulfilment.

17 DISPUTES

17.1 Any disputes arising from or relating to the contract shall only be brought for settlement to the competent court in the district where we have our registered office, unless we - as plaintiff - prefer a court in another district.