

**1. GENERAL.** All maintenance plans and services sold by Bruker and Bruker Affiliates (collectively referred to as Bruker) are subject to these terms and conditions ("General Terms and Conditions") and the applicable Supplemental Terms, if any. Supplemental Terms means those separate terms and conditions that apply to specific services as attached hereto, set forth or referenced in a quote, or otherwise agreed by the parties. The Quote or Service Agreement provided by Bruker shall prevail over any conflicting terms and conditions or these General Terms & Conditions, including those in the Customer's purchase orders, agreements, communications or other documents, which shall be deemed null and void unless expressly accepted in writing by Bruker.

Unless explicitly stated otherwise, maintenance covers only parts and labor furnished by Bruker on products and accessories of its own manufacture. Items not manufactured by Bruker may be repaired or replaced according to the original manufacturer's warranty terms, if any, but Bruker accepts no responsibility for failure of the original manufacturer to perform under its warranty obligations.

"Bruker Affiliate" means any existing or future legal entity which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with a Party. "Control" shall be deemed to exist where one entity has the power to direct the management and policies of another entity, whether through ownership of 50% or more of the share capital or voting rights, by contract, or otherwise. All rights and obligations under this Agreement may be exercised or fulfilled by any Affiliate of the Parties, provided that such Affiliate complies with the terms herein.

**2. PRICES.** All Quotations are firm for a period of 30 days from the date hereof, unless otherwise specified in writing. Bruker may suspend its contractual obligations as long as overdue payments are outstanding or may terminate the maintenance plan / service contract with immediate effect. Irrespective of any prices quoted by Bruker or listed on Customer's order, an order is accepted only at the prices shown on Bruker's written quotation (the "Quotation"). Installation of utilities required for equipment is not included in the specified price.

**3. TAXES.** All prices are excluding excise, sales, use and similar taxes, VAT, import costs, custom duty and insurance or other similar charges that may apply. Customer shall report and pay all such amounts and hold Bruker harmless therefrom. All prices are EXW unless explicitly stated otherwise in the quotation. Customer acknowledges that goods may be imported. Bruker Quotations reflect tariffs, duties, and charges in effect at the time of quotation. Unless customer is tax-exempt and has provided sufficient proof of its tax-exempt status, if these costs change before delivery, Bruker may adjust the purchase price accordingly, and

the Customer agrees to pay the revised amount as invoiced.

**4. AVAILABILITY AND SUPPLY OF LIQUID HELIUM.** Bruker has purchase agreements with large suppliers and will make every reasonable effort to ensure its supply, even during periods of worldwide shortages; however, Bruker cannot be held liable if it cannot provide this service when helium is not available for reasons beyond Bruker's control. Liquid helium is a scarce commodity whose price is highly volatile. If its wholesale price changes by more than 15%, Bruker reserves the right to adjust its prices. This price change will be reported to Customer. This clause shall only apply if and to the extent that Bruker is responsible for supplying liquid helium under the applicable agreement.

Any references to Bruker providing helium shall expressly exclude the Middle East region. Bruker shall not be obligated to supply, facilitate, or coordinate the provision of helium to any sites, facilities, or operations located within the Middle East. This exclusion applies regardless of any general or specific provisions elsewhere in the contract that may imply otherwise.

**5. BRUKER RESPONSIBILITIES. a.** All service and support, including the service described, will take place during normal office hours unless explicitly agreed otherwise.

**b.** Bruker will perform its services as described in Bruker's maintenance documentation.

**c.** If there is a gap between signing the Service Agreement and the agreed maintenance coverage provided by Bruker, a billable inspection of the instrument will be carried out prior to the start of the Service Agreement to assess its condition. Bruker reserves the right to charge for the rectification or repair of any preexisting faults, defects, malfunctions, or failure to meet specifications identified during this initial inspection.

**6. CUSTOMER RESPONSIBILITIES. a.** Make the instrument available, without restriction, for service within the service times. If Bruker is unable to gain this type of access at the agreed time, any makeup service may be separately billed by Bruker at its applicable rate, including round trip travel time and expenses.

**b.** Provide adequate working space and utilities, including heat, light, ventilation, electric current outlets, and the like to be used by Bruker. All such utilities shall be in the immediate proximity of the equipment to be serviced and shall be provided at no charge.

**c.** Maintain the site and environment in a condition suitable for operation of the covered instrument as specified in Bruker's User Manual. A User Manual is any document provided by Bruker with detailed instructions and information to help Customers

understand, operate, and maintain a product, system, or service.

**d.** Operate normally and make any required adjustments to the instrument as specified in Bruker's User Manual.

**e.** Perform required routine maintenance activities as described in Bruker's User Manual.

**f.** Promptly inform Bruker of any problems, irregularities, or deviations from expected performance in relation to the covered instrument.

**g.** Prior to return of any products, parts or assemblies to Bruker (or its agent) for repair, exchange or adjustment, authorization must be obtained from Bruker together with instructions regarding packaging and shipment. Returned items must be certified to be free of any toxic, biological, chemical or radioactive contamination and, if necessary, evidence must be provided that any necessary cleaning and decontamination procedures have been carried out. In case of doubt, Bruker reserves the right to reject the return.

**h.** If applicable, return any defective items and/or Bruker equipment used in repair within 20 days of shipment of a replacement part to Customer's site. The material will be returned to Bruker using shipping information and pre-paid labels included with the repair items.

**i.** If not included in the applicable service agreement, Customer needs to provide nitrogen (liquid and gas) and helium gas as needed for services, if applicable.

**7. WARRANTY a.** Bruker warrants to Customer that all services performed and replacement parts provided will be executed in a professional and workmanlike manner, and that replacement parts will be either new or of equivalent functional quality. These services and parts shall be warranted for the longer:

1. ninety (90) days from the date of delivery at customer site or after an on-site repair has been completed, or
2. the maintenance interval of an active maintenance agreement applicable to the instrument

**b.** Bruker's warranty obligation is strictly limited to the repair or replacement of defective, non-consumable parts, or the re-performance of deficient services, at Bruker's discretion. Such warranty services may be performed either at Bruker's facility or at the Customer's business location, as determined by Bruker. For repairs conducted at Bruker's facility, Customer must obtain prior written authorization and follow Bruker's shipping instructions. Unless otherwise agreed in writing, freight charges and shipment to Bruker are the Customer's responsibility. For the avoidance of doubt, the warranty excludes all consumables and standard wear and tear unless specifically agreed otherwise in writing by the parties.

**c.** If applicable, subject to the conditions set forth herein, Bruker grants a limited warranty period of ninety (90) calendar days from relocation. This warranty shall apply exclusively to relocations of the following magnet types: Ascend, Ascend II, US, and USP. Bruker will repair or replace the magnet, provided that i) such magnets were originally manufactured by Bruker, ii) installed in or after the calendar year 2011, iii) a separate Bruker Helium Refill Service Agreement is in place, iv) the availability of MICS log data evidencing cryogen levels and RT shim values for a continuous period of no less than ninety (90) calendar days preceding the relocation and v) the post-relocation benchmark test does not meet the specifications from the pre-location benchmark test.

**d.** If applicable, warranty coverage for Ultra-High-Field (UHF) magnets, Gyrotron magnets, and MRI magnets shall be determined on a case-by-case basis and must be expressly stipulated in a separate written agreement. The general warranty provisions outlined herein shall not apply to such magnets.

**8. INTELLECTUAL PROPERTY.** Bruker shall retain all copyright, trademark, patent and proprietary rights in all drawings, technical information and know-how. Customer will not disclose to a third party any information obtained from Bruker without Bruker's prior written consent.

**9. SERVICE MATERIALS.** Bruker may deliver to the customer site, along with the service items supplied, proprietary material or software, which have not been purchased by or licensed to Customer. The customer hereby consents to this delivery, storage, installation and use, and to the presence of Bruker's locked cabinet or box in the site for storage of this property, and to Bruker's removal of all or any part of this property at any time, all without charge to Bruker. The presence of this property within the site will not give Customer any right or title to this property or any license or other right to use this property. Any access to or disclosure of this property by anyone other than Bruker personnel is prohibited. Customer will use reasonable efforts to protect this property against damage or loss and to prevent any access to, or disclosure or use of, this property contrary to this prohibition.

**10. THIRD PARTY SERVICE PROVIDERS:** Bruker reserves the right, at its sole discretion, to engage third-party service providers, including but not limited to authorized Customers, subcontractors, or other qualified entities, to perform any part of the installation, maintenance, calibration, repair, or other maintenance plans or services. The use of such third parties shall not affect the warranty coverage or the obligations of Bruker outlined in these terms and conditions.

**11. REMEDY.** The sole and exclusive remedy of customer shall be the repair of instrument malfunctions

which in the sole opinion of Bruker are due or traceable to defects in original materials or workmanship or, at Bruker's option, replacement of defective parts. This will be performed, at Bruker's option, at either Customer's facility or Bruker's business location. THE ABOVE IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION ON THE PART OF BRUKER.

## 12. LIMITATION OF LIABILITY and INDEMNIFICATION.

Bruker's liability towards the Customer, for whatever reason, for damages caused by Bruker itself or by one of Bruker's vicarious agents/subcontractors shall be excluded unless (i) Bruker acts willfully (also including Bruker's fraudulent concealment of a defect) or (ii) grossly negligent or (iii) the damage involves bodily injury or death, or (iv) Bruker is subject to mandatory statutory liability. Except in the instances (i) and (iii) of the preceding paragraph, Bruker shall in no case be liable towards Customer for any a) indirect damages (for example loss of use, loss of production, or loss of profits); or b) direct damages exceeding the net purchase price payable under the respective purchase contract. Bruker shall not be liable for any damages caused by use of its products other than in accordance with proper operating procedures. If Bruker's liability is excluded or limited in accordance with the preceding paragraphs, such exclusion or, respectively, limitation shall also apply to any personal liability of Bruker's managing directors, board members, officers, other legal representatives, and employees (without hereby constituting or implying any personal liability beyond these exclusions). Contractual penalties (penalties for non-performance, flat-rate damages, etc.) to which the Customer is subject by a third party can only be claimed as damage compensation from Bruker – provided that the other requirements for the claim are met – if this has been expressly agreed in advance between the Customer and Bruker or if Bruker has been expressly informed in writing of a potential contractual penalty agreed between the Customer and a third party before the conclusion of the contract with Bruker. Customer will indemnify and hold harmless Bruker, its officers, directors, employees and agents from and against any and all liabilities, damages, costs, expenses, awards, fines, penalties, judgments, taxes, duties, reasonable, attorneys' fees and any other monetary amounts incurred by or claimed against Bruker as a result of the negligence or willful misconduct of Customer, or incurred by or claimed against Bruker as a result of the culpable failure of Customer to perform any of its obligations under this Agreement.

**13. COMPLIANCE WITH LAWS.** a. The performance of each party hereunder is subject to compliance with all applicable laws.

b. Customer understands that exports and re-exports of Bruker's products and any related parts, components, spare parts, consumables, accessories, software, service, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (the "Items") are subject to U.S., the EU and foreign trade controls, customs, anti-boycott and economic sanctions laws, regulations, rules and orders (the "Export Laws"). In addition to any other remedy it may have, Bruker, in its sole discretion, may suspend and/or cancel the export, transfer, delivery, provision, installation, and/or any maintenance, repair, replacement, or service of any Item without any liability whatsoever to Bruker or its affiliates, if (a) Bruker has not received all export-related documentation requested by Bruker, including end-user certificates, (b) Bruker has not received the governmental approvals that Bruker deems to be required, or (c) Bruker believes that such activity may violate any Export Laws or Bruker's own compliance policies. Customer shall only use the Items for non-military, peaceful purposes. Customer shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Control Law or any end-user certificate provided by Customer, including to an embargoed or otherwise sanctioned country, to anyone listed on any prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). Customer must notify Bruker before providing any technical data to Bruker that is controlled under any Export Control Law. Bruker will not be liable to Customer for any loss or expense if Customer fails to comply with any Export Control Law.

c. All orders within the scope of contract fulfillment are subject to applicable export control laws and regulations, which may be amended at any time by international or national legislation. In the event of changes to export control regulations or other legal provisions, Bruker may delay, suspend, and/or cancel the performance of any contract.

Bruker complies with the provisions of the CH embargos. Therefore, Article 14f of the Council Regulation (CH) SR 946.231.176.72 and Article 11a of the Council Regulation (CH) SR 946.231.116.9 of the Ordinance applies as follows:

- (1) The Customer shall not sell, export or re-export, directly or indirectly, to
  1. the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 14f of the Council Regulation (CH) SR 946.231.176.72 and/or to
  2. Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 11a of the



Council Regulation (CH) SR 946.231.116.9 of the Ordinance.

- (2) The Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
- (4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and Bruker shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 50% of the total value of this Agreement or price of the goods exported, whichever is higher.
- (5) The Customer shall immediately inform Bruker about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Customer shall make available to Bruker information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information

d. Customer will comply with all applicable import laws or other restrictions or conditions respecting the import of Items that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. Customer shall be responsible for obtaining any necessary import permit, license or authorization at its sole cost and expense. Customer shall immediately notify Bruker if an import permit, license or other authorization is required in connection with any such import.

#### 14. CONTRACT TERMINATION AND CANCELLATION FEES.

The standard Service Agreement shall have a fixed initial term of one (1) year from the effective date or as otherwise stipulated in the quotation or Supplemental Terms, during which neither party may terminate the Service Agreement except for cause. Following the completion of the initial fixed term, either party may terminate this Agreement at any time, for any reason, by providing thirty (30) days' prior written notice to the other party. Termination under this clause shall not affect any rights or obligations accrued prior to the effective date of termination. In the event of early termination, Bruker will charge a pro rata amount for the portion of the contract term already elapsed. Additionally, to account for the risk and liability assumed by Bruker throughout the contract period, an additional termination fee of at least 30% of the entire service agreement amount will be applied on top of the pro rata amount.

Either party may terminate this Agreement by written notice, effective immediately, if the other party (i) commits a material breach that cannot reasonably be cured, (ii) fails to cure a breach within 30 days of receipt of a detailed written request to cure, or (iii) becomes insolvent or bankrupt or unable to pay its bills and resume its normal course of business.

#### 15. ADDITIONAL TERMS AND CONDITIONS a.

These terms and conditions will extend to and be binding upon the legal successors and permitted assigns of the parties. However, these Terms and Conditions may not be assigned or otherwise transferred (by operation of law or otherwise) by Customer without the prior written consent of Bruker. Nothing will be construed to designate Bruker or any of its employees as Customer's employees, contractors, agents, joint venturers or partners.

b. Force Majeure. Neither party will be liable for delay or failure to perform any obligations under these Terms and Conditions (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event. Notices will be in writing and sent to the party's address as specified in the applicable order or Supplemental Terms. A party may change its address for receipt of notice by delivery of written notice to the other party.

c. Applicable law and jurisdiction. The contract created hereby shall be interpreted and construed under the laws of Switzerland, without regard to the choice of law provisions thereof and not including the U.N. Convention on Contracts for the International Sale of Goods. The place of exclusive (and international) jurisdiction for any and all disputes arising out of or in connection with Bruker's business relations with the Customer shall be the place of Bruker's registered office. However, Bruker may also sue Customer in the place of its domicile.

d. Severability clause. If individual provisions of these terms and conditions should be void or invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of any provisions which are invalid or not incorporated into the contract primarily the statutory provisions shall apply. In all other cases, the Parties shall agree a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original economic purpose, provided a supplementary interpretation of the contract does not have precedence or is not possible.