

General Terms and Conditions of Business
MicroLIQUID S.L

1. General

- 1.1 These General Terms and Conditions of Business (“**GTC**”) apply to all sales of goods, deliveries and other services (collectively also referred to as “**Deliveries**”), of *microLIQUID S.L.* (“**TE**”) vis-à-vis the “client (the **Client**”). TE and the Client shall be jointly referred to as the “**Parties**”.
- 1.2 The purchase of the Deliveries by the Client shall be governed by these GTC and the specific conditions agreed to in writing (e-mail, fax or equivalent) by the Parties from time to time in the relevant purchase orders, agreements, secondary agreements, amendments and additions thereto so long as these are agreed to in writing and in accordance with the provisions set forth in these GTC (the “**Specific Conditions**”). In the event of a conflict between these GTC and the Specific Conditions, the latter shall prevail. The Specific Conditions and these GTC shall be jointly referred to as the “**Contractual Documents**”.
- 1.3 In accordance with Act 7/1998, of April 13, governing *General Contractual Conditions*, these GTC are considered an integral part of the contractual relationship between TE and the Client in the Specific Conditions agreed to between the Parties for all purposes, and will thus be incorporated therein, once they have been signed by TE and the Client in two counterparts, one of which shall be kept by the Client as evidence that it has read them in full prior to the signature thereof, and of its express approval.
- 1.4 The Client’s general terms and conditions, where these exist, are expressly excluded by application of these GTC and will therefore not be binding on TE even if the order to the latter is based upon them or if the Client refers to them on forms or in other documents.
- 1.5 TE reserves itself the right to amend these GTC in which case it shall provide the Client with the updated GTC in force from time to time with [*thirty (30) day calendar days*] notice prior to the updated GTC coming into force for the Client.

2. Offers, Documentation

- 2.1 Offers of TE are always made without obligation and are valid for not more than sixty (60) days from the date of the offer made by TE unless specifically stated otherwise in the offer.
- 2.2 No particulars given in TE’s catalogues, price lists and further documentation are binding, but are provided “as is” only. Amendments to the specifications, product designs and other changes are reserved. They may influence delivery dates and prices.
- 2.3 Drawings, documentation, samples and other materials remain the property of TE. No licenses are granted in any intellectual property rights of TE and its affiliated companies as set forth in clause 12 below. Intellectual property rights must be respected. In particular, the duplication or disclosure of supporting materials, documents or samples, especially of materials which are protected by copyright, is prohibited without the consent of TE. On request, all such documents and samples must be returned to TE.

3. Prices

- 3.1 Prices are quoted in the offered currency with packaging, exclusive of VAT, and save where otherwise agreed in writing or in the Specific Conditions, CPT (Incoterm 2020). The place of delivery is determined in the provided offer, unless otherwise provided in the Specific Conditions.
- 3.2 Prices are generally adjusted once each year.
All agreed prices and payment terms remain valid for not more than twelve (12) months from the date of the TE offer. If costs incurred by TE, in particular raw material costs, undergo significant changes, TE is entitled to request an appropriate change of the agreed product prices. If the Client declines such price changes or if negotiations between the parties on such price changes do not result in a new agreed price within one (1) month of the notice to take part in such negotiations, TE is entitled to give unilateral written notice of termination of the agreement with immediate effect and without any liability. The foregoing is without prejudice to individual orders confirmed by TE but not yet fully processed at the time notice is given. The parties are at liberty to extend the one-month negotiation period for price changes by mutual agreement in writing.

4. Delivery Lead-Times, Part-Delivery, Force Majeure

- 4.1 If the delivery lead-time is indicated as a period (and not as a specific date) it begins upon the date of the written order confirmation based on the unchanged offer.
- 4.2 Every delivery lead-time shall be suitably extended if required information or documents are not received in due time by TE, if these are subsequently amended by the Client with the consent of TE or if a down payment is received late.

- 4.3 If failure to comply with the delivery lead-time is not caused by the sole fault of TE, the Client shall not derive from that fact a right to withdraw from the agreement or to waive delivery or seek compensation. For the rest, the limitation of liability stated in clause 11 shall apply.
- 4.4 In the event of force majeure or other exceptional events for which TE is not responsible, TE may restrict or suspend the delivery for the duration of such obstacle or withdraw from the agreement. For these purposes, force majeure shall have the meaning set forth in article 1,105 of the Spanish Civil Code ("**Force Majeure**"). For illustration purposes Force Majeure shall include but not be limited to, war, unrest, rebellion, acts of sabotage and similar events, strikes or other industrial conflicts, newly enacted laws and regulations, delay caused by actions or omissions on the part of a government/authorities, fire, explosion or other unavoidable events, flood, storm, earthquake or other exceptional natural events, matters or things beyond TE's reasonable control. The referred events are only for illustration purposes and will not exclude any other events that could be considered as Force Majeure according to the definitions given by the Spanish Civil Code and case law. Under no circumstances shall TE be held liable for claims related to non-performance, improper performance or belated performance of contractual obligations in case of a force majeure event.
- 4.5 Part-deliveries are permitted. In the case of long-term supply contracts each part-delivery shall be regarded as a separate transaction. The impossibility of making a part-delivery or delay in effecting a part-delivery does not entitle the Client to withdraw from the whole agreement or to claim compensation.

5. Dispatch, Acceptance of the Deliveries by the Client

- 5.1 If acceptance is either delayed or rendered impossible for reasons for which TE is not responsible, TE is entitled to store the Deliveries for the account and at the risk of the Client on its own premises or with third parties. The relevant obligations of TE shall then be deemed to have been performed as if delivered in accordance to the Contractual Documents.
- 5.2 If the customer does not announce his requirements in good time, the goods or, unless expressly agreed to in writing in Specific Conditions, the Deliveries will be packaged for transport by road. The standard TE packaging consists of cartons which are not suitable for stacking.

6. Documents, Payment, Offsetting, Interest on Late Payment

- 6.1 If the Deliveries are picked up by a carrier or another third party or if the Deliveries are picked up by the Client at the TE location or if TE delivers the Deliveries to a cross-dock, the Client is obliged to make available to TE copies of the transportation documents as well as, in case the Deliveries are exported from the EU, copies of the customs documents within one (1) month as from when the Deliveries have been picked-up or from when the Deliveries have arrived at the cross-dock respectively. If within the above time frame the Client has not provided the required documents, TE reserves the right to charge possible VAT as well as, other expenses resulting from this.
- 6.2 At any point in time during the contractual relationship, the Client is obliged to ensure that TE is notified of the correct and valid VAT identification number of the part of the enterprise (main company/branch office) under which the Deliveries or services are ordered from TE.
- 6.3 All invoices are payable net within thirty (30) days after the invoice date unless otherwise agreed to between the Parties in writing or in Specific Conditions. In any event, the payment term applicable to the Client shall comply with the legal period valid from time to time.
- 6.4 Offsetting of counter-claims of all kinds is excluded, save where such counter-claim is not contested or is finally awarded.
- 6.5 Where several claims of the same nature are outstanding, TE will provide to the Client, if applicable, a receipt of the payment. By means of this receipt TE will determine which particular claims will be settled by the Client's payments.
- 6.6 The withholding or reduction of payments because of complaints is permitted only with the express consent of TE.

7. Late Performance by the Client, Insolvency

- 7.1 Payments made by bills will not be accepted.
- 7.2 If the customer is in cessation of payments or if legal composition, bankruptcy or similar proceedings are applied for or imposed with respect to his assets and if other circumstances which threaten to result in the customer's insolvency become known, all payment obligations existing in relation to TE, including those arising from other contracts, shall fall due for immediate settlement.
- 7.3 In the event of late payment by the Client, TE, without prejudice to its other statutory and contractual rights, may decline in whole or in part to make further deliveries under this or any other contract or make them dependent upon an advance payment or provision of surety.

8. Retention of Title

The Deliveries which have been sold remain the property of TE until full payment of the sale price has been received. If the Client fails to fully meet his payment obligation, he thereby acknowledges the right of TE to require immediate return of the Deliveries concerned and to arrange for the refund of any installment payment already received.

9. Warranty

- 9.1 The warranty period is six (6) months calculated from the date of transfer of risk according to clause 3.1.
- 9.2 TE makes no express or implied warranty extending beyond the TE product specifications or agreed product specifications. In no case does the warranty of TE extend to merchantability or fitness for a particular or any other purpose than that described in the Specific Conditions, if any.
- 9.3 TE must be notified of any defects in the Deliveries without delay in writing. Obvious defects must be reported within five (5) working days of handover. Hidden defects must be reported immediately but no later than within five (5) working days of the time when they were detected or could have been detected. If this is not done, the Client shall forfeit all claims arising out of the warranty.
- 9.4 In the event of defective performance, TE shall, at its option, either provide a replacement free of charge or effect repairs or grant an appropriate price reduction. If the substitute delivery or repair is likewise defective, the Client may request an appropriate price reduction. Further claims of the Client, in particular for termination of the contractual relationship are specifically excluded. The limitation of liability pursuant to clause 12 likewise applies.
- 9.5 Complaints regarding part-deliveries do not entitle the Client to decline performance of the whole contract by TE.

10. Services

These GTC shall also apply to services related to the Deliveries rendered by TE to the Client (the “**Services**”). The provisions set forth in these GTC for Deliveries will apply to the extent possible, in addition to the following specific general conditions:

- 10.1 Access to Plants and Facilities
The Client hereby allows unrestricted access to its facilities to all duly-accredited personnel designated by TE from time to time and to provide such personnel with all human and material resources reasonably necessary to carry out the Services as ordered by the Client in the Specific Conditions. Such visits will be of a reasonable number to achieve the objective sought.
- 10.2 Coordination in relation to Prevention of Occupational Risks. Health and Safety at Work
In case that TE employees are in the installations of the Client for the rendering of the Services, the Client shall keep the workplace, as far as it is concerned, tidy and clean, guaranteeing perfect safety conditions at all times. The Client shall inform TE of the specific risks of the activity in which its personnel engages, as indicated in Royal Decree 171/2004, which implements article 24 of the Prevention of Occupational Risks Law. Such information must be sufficient and must be provided by the Client before the commencement of the activity. TE shall also inform the client of the risks arising from the work which may be carried out by its workers at the work center of the client.

11. Liability

- 11.1 To the extent permissible by law, liability of TE shall be limited in every case – even in the event of liability based on the infringement of intellectual property rights – to compensation for direct damages (i.e. re-installation or product exchange costs, sorting costs, direct labor costs or direct recall costs where recalls are mandatory under the applicable law). Any other liability including but not limited to loss of profit, loss of revenues, loss of data, loss of use, indirect or consequential damages and punitive damages is hereby excluded to the extent permissible by law. TE is only liable for damages to the extent that it has caused such damages at least by negligence.
- 11.2 To the extent permissible by law, in no event shall TE be liable for more than the value of the individual delivery concerned.

12. Intellectual Property Rights

- 12.1 TE or its affiliated companies are and remain the owners of all intellectual property rights (the “**Intellectual Property Rights**”). The contractual relationship established herein may not be construed in any way as a transfer of ownership of such intellectual property rights.
- 12.2 The Client acknowledges that TE does not make any representation or warranty as to the validity and effects of the Intellectual Property Rights and shall not therefore be liable to the Client for any issue in connection with their validity and/or effects.

- 12.3 The Client shall not carry out any act that may hinder or devalue the Intellectual Property Rights nor shall it infringe them in any way.
- 12.4 Should the Client become aware of any infringement by a third party of any of the rights inherent in the ownership of the referred intellectual property rights, it must notify TE immediately so that TE may take the appropriate defensive measures. The Client must collaborate to the extent required of it by TE for the adequate defense of the rights inherent in such intellectual property rights.
- 12.5 In the case of orders whose performance includes the rendering of Services, TE is the sole proprietor of the development results including, but not limited to, all concepts, drawings, samples, ideas, software, documentation and all other material, together with all intellectual property rights relating thereto or filed thereon. Rights of use or licenses for the Client in the developing result or in intellectual property rights are not granted either implicitly or explicitly.
- 12.6 The Client must indemnify TE for any damage and loss occasioned to it by any breach of the provisions established herein.

13. Trademarks

- 13.1 Trademark rights of TE or of companies affiliated to it are not transferred with the Deliveries. TE holds exclusive title to the trademark rights related to the same.
- 13.2 The Client cannot use the referred trademark rights without the previous written consent of TE. In such case, the Client shall use the trademark rights solely for the purpose and with the scope established in the GTC, with the understanding that the Client may only use them directly. The Client does not have the right to authorize any third party to use the same without the previous written consent of TE.
- 13.3 Consequently, the Deliveries identified with trademarks of TE or with trademarks of its affiliated companies shall not under any circumstances entail the acquisition of rights in such trademarks or the right to use them independently of the acquired product. To acquire such rights, a separate trademark right agreement must be concluded.

14. Confidentiality

- 14.1 The Client must keep secret and protected from unauthorized use and disclosure (i) all information that they may receive on the basis of the Contractual Documents and which is not clearly public; (ii) tangible items which contain, transmit or include such information; and (iii) any other items identified as subject to this clause and obtained, directly or indirectly, from TE by virtue of the Contractual Documents (the "**Confidential Information**").
- 14.2 At the request of TE at any time and, in any event, upon termination of the contractual relationship between the Parties for any reason, the Client shall return to TE all the Confidential Information and all materials which it may have obtained from such information and materials. In the absence of prior written authorization of TE, the Client shall refrain from selling or otherwise transferring (either by dismantling or otherwise) any parts or other materials which contain, transmit or include the Confidential Information of TE which have been made in accordance with such information and materials or by consultation of them.
- 14.3 The provisions of this clause shall continue to exist indefinitely after the performance or termination for any reason of the contractual relationship between the Parties.

15. Personal data protection

- 15.1 Pursuant to the provisions of Organic Law 15/1999 of December 13 on Personal Data Protection and its implementing regulation, the Client's signatory is hereby informed that the personal data it has provided to TE as a consequence of the acceptance of these GTC and, in general, of the Contractual Documents, as well as those data which may be obtained by TE in the future due to its professional relationship with the Client ("**Signatory's Details**"), will be included on filing systems controlled by TE.
The Signatory's Details will be processed for the purpose of maintaining, developing, controlling and implementing the Client's professional relationship with TE within the context of the provision of the Deliveries and/or the Services. The Signatory's Details may be disclosed to other members of the TE Group, which may be located worldwide.
- 15.2 The Client's signatory may exercise the rights of access, rectification, cancellation and objection at any time by submitting a written request by post to TE at 9 Calle Goiru, Arrasate-Mondragon, Guipuzcoa, Spain 20500 specifying the Client's signatory's first and last names and attaching a copy of the Client's signatory's national identity card.

16 Trade Compliance

TE and Purchaser agree to fully comply with all applicable import, export, antiboycott, and sanctions laws and regulations, including but not limited to those of the United States, the European Union, and other relevant countries' laws ("Trade Laws"). The Purchaser warrants that it, its parent(s), subsidiary(ies), or affiliate(s), is NOT designated on any government's sanctions or restricted parties lists and shall immediately notify TE if it, its parent(s), subsidiary(ies) or affiliate(s) is added to any government's sanctions or restricted parties lists. The Purchaser will not directly or indirectly sell, export, reexport, release, purchase or otherwise transfer TE Products for or to any prohibited or restricted end-use, end-user, end-destination (including Cuba, Iran, North Korea, Russia, Belarus and Syria) or in violation of applicable Trade Laws. The Purchaser shall immediately inform TE if it becomes aware of a violation of applicable Trade Laws or within two weeks of TE's request for information on compliance with Trade Laws in relation to the TE Products contemplated in the respective agreement. TE reserves the right to cancel an order(s) or terminate the respective agreements if TE, at its sole discretion, has reason to believe that the transaction(s) related to the respective agreement would violate, or have violated, applicable Trade Laws or if Trade Laws implemented after the date of the respective agreement would prohibit or significantly limit execution of this agreement.

17. Invalidation, Severability

Should any provision of these GTC be or become invalid, that fact shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision which as far as possible satisfies the same legal, economic and originally intended purpose. If not possible, the invalid provision shall be deemed not to have been inserted and the rest of provisions will continue to exist.

18. Place of Performance, Applicable Law and Place of Jurisdiction

- 18.1 The place of performance by the Client or by TE is Barcelona, Spain.
- 18.2 Legal relations between TE and the Client shall be governed solely by Spanish law to the exclusion of the conflict of laws principles. The Vienna Purchasing Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980 (CISG)) is hereby specifically excluded. Rights accruing to TE on the basis of statutory provisions are not affected by these GTC.
- 18.3 All disputes arising out of the contractual relationship, relating to it or affecting its validity or the validity of these GTC of Business shall fall within the sole jurisdiction of the courts of the city of Barcelona, Spain.