

BEAMEX CALIBRATION SOLUTIONS LTD.

GENERAL TERMS OF SALE

Version: September 1, 2019

PART 1: GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

In these general terms and conditions (the "Terms") the supplier, seller or services provider shall mean Beamex Calibration Solutions Ltd. ("Beamex"), the customer shall mean the company, corporation or person with whom any agreement is concluded or to whom any order confirmation is addressed (the "Customer") (together, the "Parties"), the goods shall mean the hardware and software supplied by Beamex to the Customer (the "Goods" or separately the "Hardware" and/or the "Software") and the services shall mean the services provided by Beamex to the Customer (the "Services"). Beamex offers Goods and Services for sale exclusively in accordance with these Terms and these Terms shall exclusively apply to all Goods sold and Services provided by Beamex to the Customer, even if the Customer provides Beamex different or additional terms in connection with a purchase order, order confirmation or other document. Any other than these Terms shall be applied only when an authorized representative of Beamex expressly agrees in writing to apply such terms.

2. CONTRACT FORMATION

Beamex's offers are non-binding until accepted by the Customer by issuing a purchase order in compliance with these Terms and acknowledged by Beamex in the form of a written order confirmation (the "Order Confirmation"). An acknowledged purchase order is a binding agreement between Beamex and the Customer ("Agreement"). Unless otherwise described herein, changing or cancelling an acknowledged purchase order requires mutual agreement.

3. PRICES

The sales price for the Goods or Services is the price specified by Beamex in its Order Confirmation. The sales prices do not include shipping costs, taxes (e.g. sales taxes) or any other public charges, which are additional and payable by the Customer, unless otherwise agreed. Sales taxes (if any) will be added to prices in accordance with regulations in force from time to time. Possible costs related to freight, packaging or handling of the Goods shall thus be added to the purchase price as agreed upon separately in writing between the parties. Should, after an agreement has been concluded and entered into, the purchase, production, transport or any other costs relating to the Goods or Services increase by more than five (5) percent due to changes in the rates of exchange, Beamex shall be entitled to revise the price accordingly. Should, after an agreement has been concluded and entered into, public charges increase and/or new charges be introduced, Beamex shall be entitled to revise the price accordingly.

4. PAYMENT TERMS

All payments by the Customer to Beamex shall be made in advance to an account specified in Beamex's Order Confirmation, unless the parties agree otherwise in writing. The parties may agree in writing that payment shall be made after the delivery of the Goods and within thirty (30) days from the date of Beamex's invoice, in which case the parties shall agree in writing upon a credit limit and the terms and conditions thereof. If the credit limit is exceeded, Beamex is entitled to demand for payment in advance and refrain from delivering the Goods and/or performing the Services during the time the credit limit is exceeded. In case it can reasonably be assumed that the Customer will not fulfill its obligation to pay the purchase price, Beamex is entitled to demand a bank guarantee or equivalent security accepted by Beamex to be given as security for full payment before continuing with or delivering any order. If the Customer does not offer such security, Beamex shall be entitled to cancel the agreement. Interest rate for delayed payments is 11 % per annum. If the Customer has not made full payment within two (2) months from the due date of Beamex's invoice, Beamex shall be entitled, by written notice to the Customer, to terminate the agreement for breach and claim compensation for all costs, expenses and damages occurred.

5. DELIVERIES

Unless otherwise agreed upon in the Order Confirmation, the delivery condition is Ex Works Beamex's premises (in accordance with the latest version of Incoterms). Beamex may specify an estimated date for the delivery of the Goods in its Order Confirmation.

6. PROVISION OF SERVICES

In addition to these general terms of sale, the additional terms and conditions for provision of Services shall apply to sale and provision of Services. The additional terms and conditions for provision of Services are provided in part 2 of these terms. To the extent that there is a conflict among the terms, the services terms shall take precedence.

7. WARRANTIES

- a. **Limited Warranty; Warranty Period.** Beamex warrants that the Hardware is free from defects in material and workmanship under normal use and service during the warranty period. Normal wear and tear and the need for regular maintenance or recalibration do not constitute a defect. Consumable items such as carrying cases, cables or test leads are not warranted. Beamex does not make any warranties regarding functionality and operation of Software. The warranty extends only to the original end user of the product. If Beamex delivers warranty terms for Hardware in connection with the delivery that conflict with these terms, then the terms delivered in connection with the Hardware delivery shall be applied. The warranty period for the Hardware is twelve (12) months from the date of shipment, unless a longer warranty period is specified by Beamex in separate warranty terms attached to the Hardware delivered to the Customer.
- b. **Exclusive Remedies.** IN THE EVENT OF BREACH OF THE LIMITED WARRANTY PROVIDED IN THIS SECTION, BEAMEX'S ONLY OBLIGATION UNDER THIS WARRANTY IS TO (AND AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY), AT ITS OPTION, TO REPAIR OR REPLACE THE HARDWARE, PROVIDED THAT THE CUSTOMER HAS NOTIFIED BEAMEX OF THE WARRANTY DEFECT IN WRITING DURING THE WARRANTY PERIOD. THE CUSTOMER'S NOTIFICATION MUST ALSO INCLUDE A DETAILED DESCRIPTION OF THE NON-CONFORMANCE OF THE HARDWARE WITH THESE WARRANTY TERMS. THE CUSTOMER SHOULD RETURN THE HARDWARE DIRECTLY TO BEAMEX, AN AUTHORIZED SERVICE CENTRE OF BEAMEX OR A DISTRIBUTOR OF BEAME AT THE CUSTOMER'S EXPENSE DURING THE WARRANTY PERIOD. BEAMEX WILL RETURN THE REPAIRED OR REPLACED HARDWARE TO THE CUSTOMER FREE OF TRANSPORTATION COST EXCLUDING INSURANCE, TAXES, DUTIES OR OTHER IMPORT COSTS.
- c. **Exceptions.** THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL NOT APPLY

TO DEFECTS ARISING OUT OF OR RELATING TO MISUSE, MISAPPLICATION, HANDLING, ACCIDENTS, NEGLIGENCE, ALTERATION AND ABUSE OR USE IN ABNORMAL CONDITIONS OR IF THE HARDWARE IS NOT USED OR STORED IN ACCORDANCE WITH BEAMEX'S INSTRUCTIONS.

- d. **Warranties for Software, Services and FB/MB Products.** The warranty set out in this Section above applies to Hardware only, whereas the limited warranty granted by Beamex to Services or Software is specified in Beamex's service-specific general terms or a license agreement provided by Beamex in connection with the delivery of the Services/Software. The warranty set out in this Section does not apply to Beamex FB/MB products. All terms and conditions regarding defects in any FB/MB products included in the Products, as well as their exclusive remedies, are defined in their entirety in their own warranty terms.
- e. **Warranties for Third-Party Products.** The warranty set out in this Section does not apply to products that are not Beamex-branded (i.e. third-party products), even if packaged or sold together with Beamex-branded Goods. Beamex will pass on to the Customer all warranties received from the applicable third-party product manufacturer to the extent that they are transferable, but will not independently give any warranties.
- f. **Disclaimer and Exclusions.** BEAMEX DOES NOT ASSUME ANY RESPONSIBILITY, WHETHER EXPRESS OR IMPLIED, FOR THE GOODS BEING FIT FOR ANY GENERAL OR SPECIFIC PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED IN WRITING BY BEAMEX. BEAMEX GRANTS NO OTHER WARRANTIES THAN THE WARRANTY SET OUT HEREIN. BEAMEX SHALL HAVE NO OTHER OBLIGATIONS REGARDING DEFECTS THAN WHAT HAS BEEN STATED HEREIN.

8. TITLE AND LICENSE

The title to the Hardware shall pass to the Customer when full payment has been made to Beamex. If the Customer purchases software licenses, the Customer is granted after payment a non-exclusive license to use the Software in accordance with the terms specified in a separate license agreement provided by Beamex in connection with the delivery of the Software.

9. DESIGN CHANGES

Beamex reserves the right to make changes in design to the Goods prior to the delivery without any obligation to install such design changes on previously sold Goods.

10. INTELLECTUAL PROPERTY RIGHTS

An agreement between the parties is not an agreement for transferring intellectual property rights from Beamex to Customer. Beamex (or its licensor) shall remain the sole and exclusive owner of all intellectual property rights relating to Goods, Services, Software and other deliverables or work results of Beamex and the Customer is only granted a limited and non-exclusive license to use in its internal business operation the intellectual property rights that are incorporated or embedded into Goods, Services, Software and other deliverables of Beamex. The Customer is not entitled to sell, assign or re- or sublicense its rights to third parties. If Beamex delivers Software (including without limitation program updates, new versions, new revisions, system integration modules, modifications and corrections) to the Customer, the intellectual property rights of the software shall remain the property of Beamex or the applicable third party owner and Beamex's standard software license terms will be applied to the software.

11. VIOLATIONS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Beamex is responsible that the Goods manufactured or Services provided by it do not violate any third party patents or copyrights. Beamex shall defend any suit against the Customer arising out of any infringement of a third party patent or copyright, to the extent based on Customer's use of the Goods or Services, and indemnify for any final judgment awarded against the Customer by a court of competent jurisdiction as a result from such suit or settle such suit at no cost to the Customer provided that (a) the Customer notifies Beamex promptly as it is apprised of the third-party claim; (b) the Customer permits Beamex to handle defendant's case or settlement; and (c) the Customer gives Beamex all reasonable assistance and information available as well as all necessary authorizations. If a claim is made or Beamex believes that a claim is likely, Beamex may, at its option, obtain for the Customer the right to continue using the Goods or other work results provided by Beamex; or (b) replace or modify the Goods so that they become non-infringing. If none of the above-mentioned alternatives is reasonably available, the Customer shall stop the use and any other exploitation of the Goods or other work results provided by Beamex, in which case Beamex shall refund all payments paid by the Customer for the infringing Goods, less a reasonable depreciation for use, damage and obsolescence. This Section states the parties' sole and exclusive obligations and remedies with respect to third party intellectual property infringements or claims thereof.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, BEAMEX'S AGGREGATE CUMULATIVE LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE RESPECTIVE GOODS OR SERVICES. FURTHERMORE, IN NO EVENT SHALL BEAMEX BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THESE LIMITATIONS OF BEAMEX'S LIABILITY SHALL BE APPLIED TO THE FULLEST EXTENT PERMITTED BY MANDATORY PROVISIONS OF APPLICABLE LAW.

13. OTHER TERMS

Rights or obligations herein may be transferred to a third party only with the prior written consent of the other party. Beamex may, however, transfer its rights or obligations or the agreement, entirely or partly, to a third party in connection with business organization or restructuring, merger, sale of business or a similar transaction. Any failure of Beamex to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. Beamex shall not be deemed to be in breach of an agreement, or otherwise be liable to customer, for any failure to perform, or any delay in performance, caused by a reason beyond Beamex's control (force majeure events). These Terms, plus the additional agreed upon terms of the Agreement (relating only to prices; time, location and terms of delivery/performance; Beamex's technical specifications; quantity of Goods to be delivered; and scope of work for Services performed) contain the entire agreement between the Parties with regard to the subject matter hereof and supersede all prior agreements relating to such subject matter. Information, terms, warranties, specifications or conditions contained in Beamex's website, brochures and other marketing materials are not binding and applicable unless incorporated herein by express written agreement.

14. EXPORT CONTROL

The Parties agree that the Goods and associated technical information are delivered subject to all applicable export controls or restrictions imposed by any country or organization or nation which

are enforceable in the jurisdiction of Beamex, including without limitation Beamex's domicile, the United Nation, the European Union and the USA. The Customer agrees that it will not import or export, re-export, trade, ship or transfer, directly or indirectly the Goods and associated technical information against such controls or restrictions.

15. APPLICABLE LAW

An Agreement shall be governed by the laws of Beamex's domicile, without regard to its conflict of law rules.

PART 2: ADDITIONAL TERMS APPLICABLE TO PROVISION OF SERVICES

16. DEFINITIONS

"Consultancy Services" means system supply, installation, training, system integration, consulting, database conversion/migration as well as validation services performed by Beamex to the Customer.

"Support Services" means the software maintenance services specified in an Agreement or an Annex attached to the Agreement.

"Software" means Beamex's software constituting the object of the Support Services. The software is specified in an Agreement or an Annex attached to this Agreement.

"New Software Version" means Software enhanced with new functionality made generally available for use by several customers (e.g. Beamex Software v2.0 >> Beamex Software v3.0).

"Software Revision" means an updated version of the Software made generally available for use by several customers and which may contain corrections of commonly known errors and improve the Software's performance in the specified operational environment. Software Revision may also contain new software functionality (e.g. Beamex Software v2.1 >> Beamex Software v2.2).

"Defect" or "Error" in connection with Support Services shall mean a material and reproducible failure of the Software to function by substantial parts in conformance with Beamex's specifications, or if it does not otherwise correspond to what the parties have agreed in writing.

"Beamex's Software License Agreement" shall mean the terms and conditions in the Beamex Software License Agreement effective at the time of conclusion of an Agreement.

"End-Customer" shall mean the final user of the Equipment.

"Equipment" shall mean the measurement device being Serviced or Recalibrated by Beamex under an Agreement.

"Service" shall mean repair, service or recalibration specified in an Agreement and performed by Beamex to the Customer.

17. SERVICES HOURS

Beamex shall perform its Services tasks and duties and be available for service during the following service hours: Monday to Friday, 9 AM to 4 PM (the time zone in Beamex's domicile), excluding public holidays.

18. SCOPE OF SERVICES PROVIDED BY BEAMEX

The scope of the Services Beamex is obligated to perform as well as all related tasks and duties and the schedule for performing the Services are outlined in the quotation, service description or annex attached to an Agreement. Beamex shall perform the tasks and duties related to the Services remotely in its location, unless otherwise specifically agreed in writing. Beamex will not have any other obligations than those specifically described in a quotation, service description or an annex to this Agreement. Beamex shall perform its duties and tasks with the degree of care and professional skill normally exercised under similar circumstances by suppliers performing the type of services to be performed under an Agreement. The Services tasks and duties shall be performed in accordance with Beamex's working methods and procedures.

19. SCOPE AND PROVISION OF SUPPORT SERVICES

a. **Scope of Support Services.** The scope of the Support Services Beamex shall perform are outlined in Beamex's quotation or an Annex attached to an Agreement. The software constituting the object of the Support Services is defined in Beamex's quotation or an Annex attached to an Agreement.

b. **Software Updates.** If Software updates for Beamex's standard software products and/or customer-configured components is included within the scope of Services in Beamex's quotation or Annex attached to an Agreement, then such services will include the following: New Software Versions, Software Revisions, patches and hotfixes made available to the Customer which may (i) substantially rectify Errors or other Defects in the then-current revision of the Software; (ii) improve performance of the Software in the specified operational environment; and (iii) contain other new and/or improved software functionality.

c. **Remote Helpdesk.** If Remote helpdesk support is included within the scope of Services in Beamex's quotation or Annex attached to an Agreement, then such services will include the following: Maintenance standby accessible by phone, fax or email in accordance with the service hours (the time zone in Beamex's domicile), excluding public holidays. The remote helpdesk support is available at minimum in English language. Error diagnostic services and using reasonable efforts in aiming to repair Errors.

d. **Provision of Support Services.** Beamex shall perform the tasks and duties related to the Support Services in its location as a remote operation, unless otherwise mutually agreed in writing. Repairing or correcting a software defect or error can be also executed (a) with a workaround that bypasses the defect or error; (b) by delivering written instructions to the Customer, which it can use to bypass the defect or error; or (c) by delivering New Software Version or Software Revision to the Customer that will correct or bypass the defect or error. The Support Services Beamex performs against an agreed recurring support fee do not include services related to repair or correction of an error or default caused by (a) using the Software contrary to an agreement or other instructions given by Beamex, or, the Customer's negligence or default in complying with the written instructions on the use of the Software; (b) using the Software in an operational environment not specified or approved by Beamex; or (c) a modification, correction or repair made to the Software by the Customer or a third party. If it is confirmed that the defect or error reported by the Customer is not covered by the scope of Support Services in an Agreement, Beamex is entitled to invoice for the analysis and repair of the error in accordance with its then current price list.

20. SERVICES EXCLUDED FROM SUPPORT SERVICES

Services specifically excluded ("Additional Services") from the fixed fee Support Services provided under an Agreement include without limitation: installation of any software, new software options and/or modules, report design, training and consulting services, on-site maintenance tasks and services as well as maintenance tasks and services performed outside Beamex's Service Hours. Any other services than the services listed in Beamex's quotation ("Support Services covered by the support fee") shall be considered as Additional Services outside the scope of an Agreement. Beamex has no obligation to perform Additional Services to the Customer. In case Additional Services shall be performed, the Customer shall pay for the Additional Services in accordance with Beamex's then current price list, unless otherwise agreed in writing.

21. CUSTOMER'S GENERAL RESPONSIBILITIES

a. **Customer's Tasks and Duties.** The Customer shall contribute to the implementation of the Services using reasonable efforts. The Customer shall provide Beamex without unnecessary delays such assistance, which Beamex reasonably needs to perform its obligations under an Agreement. The Customer shall be liable for the correctness, adequacy, completeness, accuracy and fitness for a particular purpose of the data, material, instructions and resources provided by it. The Customer shall be responsible for the suitability of the results of the Services for Customer's business purposes. The Customer shall be responsible for obtaining necessary authorizations required by law or regulatory authorities.

b. **Site Conditions.** If Beamex or its employees, representatives or subcontractors perform Services on-site at Customer premises, the Customer is responsible for adequate safety measures for protecting Beamex's property, employees and subcontractors at the Customer's site. Furthermore, the Customer is responsible for ensuring that the on-site Services are performed under conditions which comply with applicable health and safety laws and regulations for on-site working conditions. The Customer will inform Beamex in advance in writing of the safety rules and regulations to be observed by personnel working on the site. If Beamex considers that the on-site work performed by its employees or subcontractors cannot be continued due to safety reasons, Beamex is entitled to remove its employees and subcontractors from the site without any liability to Customer. The Customer will be responsible for all reasonable actual direct costs and expenses associated with Seller's delay and/or inability to perform any Services related to the Customer's failure to comply with this provision.

22. SPECIFIC CUSTOMER RESPONSIBILITIES: RECALIBRATION AND REPAIR

a. **Information.** The Customer shall provide Beamex without unnecessary delays and at the Customer's expense all information (including without limitation End-Customer's contact details), documents and resources, which Beamex reasonably needs for performing its obligations.

b. **Equipment Safety.** The Customer shall ensure that all Equipment delivered to Beamex for Service shall be free from radiation, toxic, explosive elements or any other actually or potentially hazardous substances. The Customer shall also ensure that Beamex's personnel are informed in advance of (i) any such actually or potentially hazardous substances that are or may be present at the End-Customer's premises; and (ii) any relevant safety regulation in force at the End-Customer's premises. Notwithstanding the foregoing, Beamex reserves the right to refuse to carry out any service tasks and duties, which, in Beamex's opinion, would be hazardous and/or may cause harm for its employees. In such case Beamex shall not be responsible in any way to Customer for any such refusal.

23. SPECIFIC CUSTOMER RESPONSIBILITIES: SUPPORT SERVICES

When notifying Beamex about a defect or error in the Software, the Customer shall, at Beamex's request, demonstrate how the defect or error occurs. At Beamex's request, a representative of the Customer shall be available for contact when Beamex performs its tasks and duties related to the Support Services. The Customer shall be responsible to acquire and maintain, at its expense, necessary data communication connections, which Beamex needs to perform its duties and tasks as a remote operation, unless the Parties have agreed in writing that the Support Services are not performed as a remote operation. Each party shall make sure that it has the necessary devices, equipment, software and data security systems required by the remote support operation. Unless otherwise agreed upon in writing, the Customer shall be responsible for installing in its operating environment the software updates, New Software Versions, Software Revisions or Software corrections.

24. DATA SECURITY AND BACK-UP'S

Each Party shall be responsible for implementing sufficient measures for assuring the data protection and data security of its own data, equipment, software, networks and systems. Customer acknowledges that Beamex will not be responsible for the security, protection or safe return of information, software or other materials that may be provided by Customer together with Goods served under an Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials, information and data.

25. PRIVACY OF PERSONAL DATA

The Parties agree to collect, use, process and transfer personal data in compliance with applicable privacy laws and regulations.

26. CONFIDENTIALITY

A party shall not disclose to anyone any confidential information received from the other party and may not use such information for any other purpose than for furthering its obligations under an Agreement. A party shall limit access to the confidential information received from the other party to such of its employees or subcontractors as may be directly involved in the subject matter of an agreement and to no other employees or subcontractors. These confidentiality obligations shall remain valid for five (5) years after termination or expiration of an Agreement. Notwithstanding the foregoing, a party may be required to disclose information to an authority or a court, for instance for preventing and investigating frauds or other crimes, and each party accepts these disclosures.

27. DELIVERY OF DOCUMENTATION AND SOFTWARE

Unless otherwise agreed in writing, all documentation and software that are part of the performed Services shall be delivered at a minimum in electronic form in files.

28. WARRANTY FOR SERVICE

a. **Limited Warranty; Warranty Period.** Beamex provides a warranty only for Recalibration and Repair Services, not to Consultancy or Software Support Services. Consultancy and Software

Support Services are provided on "AS IS" and "AS AVAILABLE" basis without any specific warranties. Beamex warrants that the repair or recalibration is free from Defects under normal use and service in material and workmanship during the warranty period. The warranty period is six (6) months from the date of shipment to Customer. The warranty extends only to the original End-Customer of the Service.

- b. **Exclusive Remedies.** Beamex's only obligation under this warranty is to, at its sole discretion and at its expense, to repair or recalibrate the Equipment serviced or recalibrated by it and found to be Defective in material or workmanship, if such Equipment is returned to Beamex at the Customer's expense, provided that the Customer has notified Beamex of the warranty defect in writing during the warranty period. The Customer's notification must also include a detailed description of the non-conformance with these warranty terms. If the Service is under warranty, Beamex will return the Equipment to the Customer free of transportation cost excluding insurance, taxes, duties or other import costs.
- c. **Disclaimer and Exclusions.** BEAMEX DOES NOT ASSUME ANY RESPONSIBILITY, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE BEING FIT FOR ANY GENERAL OR PARTICULAR PURPOSE. WARRANTY SHALL NOT COVER DEFECTS DUE TO MISUSE, ALTERATION AND ABUSE OR USE IN ABNORMAL CONDITIONS OR IF THE EQUIPMENT IS NOT USED IN ACCORDANCE WITH BEAMEX'S INSTRUCTIONS. IF IT IS CONFIRMED THAT THE DEFECT REPORTED BY THE CUSTOMER IS NOT COVERED BY THIS WARRANTY, BEAMEX IS ENTITLED TO INVOICE FOR THE ANALYSIS AND REPAIR/RECALIBRATION OF THE DEFECT IN ACCORDANCE WITH ITS PRICE LIST EFFECTIVE AT THE DATE OF SERVICE. BEAMEX GRANTS NO OTHER WARRANTIES WHATSOEVER FOR THE SERVICE THAN THE WARRANTY SET OUT HEREIN, WHICH WARRANTY THUS SETS FORTH THE WARRANTY GIVEN BY BEAMEX IN ITS ENTIRETY. BEAMEX SHALL HAVE NO OTHER OBLIGATIONS REGARDING DEFECTS IN SERVICE THAN WHAT HAS BEEN STATED IN THIS SECTION.

29. PRICES, EXPENSES AND PAYMENT TERMS

The Parties undertake to agree in writing and on beforehand upon all prices and charges related to Beamex's performance of Services. If, however, the Parties fail to agree upon a certain price or charge in beforehand, Beamex's price list effective at the date of service order shall apply. If Beamex performs the Services outside Beamex's regular office hours at the Customer's request, Beamex is entitled to invoice additional prices and charges in accordance with Beamex's effective price list. The prices shall be net prices exclusive of any taxes (such as sales taxes), customs, public charges, installation or freight costs which shall be payable by Customer, unless otherwise agreed. Beamex shall be entitled to charge fifty (50) percent of the agreed-upon hourly fee for travel time when travel is required and approved of by the Customer. Beamex shall be entitled to invoice the travel and accommodation expenses according to the factual expenses. If the Customer's payment is delayed for more than thirty (30) days from the due date of the invoice, and provided that Beamex has notified the Customer thereof in writing, Beamex shall be entitled to refrain from its performance under an Agreement without any liability until the Customer submits all overdue payments to Beamex.

30. INVOICING AND PAYMENT OF SUPPORT SERVICES

Unless otherwise mutually agreed in writing, Beamex shall invoice the Customer for the Software Support Services in advance at 12-month intervals. If Beamex performs services that are not covered by the recurring fee paid for the Support Services, Beamex shall invoice the services in accordance with the prices the Parties have mutually agreed in writing and on beforehand. If the Parties have failed to agree upon a certain price for such services, Beamex's price list effective at the date of service order shall apply.

31. TESTING AND ACCEPTANCE

Unless otherwise agreed, Beamex performs internal testing for the Services deliverables prior to delivery to the Customer. Upon receipt of the deliverables, the Customer shall test the deliverables to determine whether they meet the specifications set forth in the concluded agreement or any of its annexes. Unless otherwise agreed, the Customer will perform the acceptance tests within 14 calendar days from the date of delivery. The deliverables will be deemed accepted when (i) the Customer issues a written confirmation of acceptance to Beamex; (ii) Beamex has demonstrated that it has remedied any non-conformance of deliverables notified by the Customer; (iii) the Customer does not report any non-conformance during the testing period as defined above; or (iv) the Customer takes the deliverables into production use. Unless otherwise agreed, the acceptance procedures stated in this section shall apply also to partial deliveries, delivery phases and milestone deliveries.

32. TECHNICAL CONTACTS

Technical contacts are defined in Beamex's quotation or an Annex attached to an Agreement. Each party shall inform the other party without unnecessary delay in writing of a change of its technical contact person. The technical contact person is not authorized to agree changes to an Agreement.

33. CHANGES

Changing an agreement or scope of Services may become necessary due to various reasons. However, changing an Agreement requires mutual acceptance. All changes must be agreed in a written form, at minimum by email and agreed by a person in each party's organization who is authorized to conclude and change agreements. When agreeing on changes, the parties should at the same time agree on how the change affects prices, schedule and other terms of the Agreement.

34. INDEPENDENT CONTRACTORS

Each Party is an independent contractor and not an agent, joint venture or employee of the other. The Customer has no authority to and agrees that it will not bind Beamex in any manner and will not represent itself as an employee or agent of Beamex.

35. SUBCONTRACTORS

Beamex is entitled to employ subcontractors to fulfill its obligations under an Agreement. Beamex shall be liable towards the Customer for all acts and omissions of subcontractors employed by Beamex as for its own acts and omissions.

36. TERM AND TERMINATION

Unless otherwise agreed, an Agreement for provision of Consultancy Services, Recalibration and/or Repair will remain in full force and effect until both parties have completed all of their contractual obligations. Unless otherwise agreed in Beamex's quotation or an Annex attached to an Agreement,

an Agreement for provision of Software Support Services will be in force and valid for a fixed period of twelve (12) months from the effective date of the Agreement. A party is entitled to terminate an Agreement in whole or in part in the event that the other party fails to comply with any material term of the Agreement, provided that such failure is not remedied within thirty (30) days that notice of such breach has been delivered to the party in breach. If the Agreement is terminated, Beamex shall be entitled to, at minimum, payment of (i) the amount of all costs incurred by Beamex in relation to the preparation of the services; and (ii) a proportion of the agreed fee equal to the proportion of the services actually carried out.