

### § 1 General Information – Scope

- (1) Nanoscribe GmbH & Co. KG (further referred to as “Nanoscribe”) warrants its products against defects in material and workmanship.
- (2) Under normal use and service, every hardware portion of the products will be free from physical defects in material and workmanship during the warranty period, or the product will be repaired or replaced as determined solely by Nanoscribe under the following conditions
  - The individual or entity claiming any services under warranty (further referred to as “customer”) shall assist in diagnosis, access to the product both remotely as well as on-site, remedy of the defect and two-way shipment of the product or parts thereof. Any delays, additional cost or defect by the lack thereof shall be the sole liability of and be charged to the individual or entity in question.
  - The customer provides Nanoscribe with a detailed error description at maximum 2 days after a defect has been detected.
  - The customer provides the required technical infrastructure for remote access for Nanoscribe Service Engineers to remotely diagnose the system. The application for this remote access is solely defined by Nanoscribe. Technical requirements are provided on request.
  - The product is considered defective if it fails to perform the functions as indicated in the operation manuals, technical specifications or any other similar documents supplied with the product, and the failure is due to internal product characteristics. The technical specifications can be tested exclusively through the tests provided by Nanoscribe as done during commissioning of the product.
  - Nanoscribe provides a warranty for its products only to the person or entity that originally purchased the product from Nanoscribe or its authorized distributor and to the place of commissioning.
  - The Warranty does not cover consumables or parts of limited regular functionality due to their natural wear and tear
  - Any replacement part shall have warranty of 12 months from the day of delivery or will become subject of the extended warranty contract, if applicable. Exceptions regarding wear and tear apply.
  - Nanoscribe reserves the right to refuse to provide any warranty services if it would result in a breach of applicable laws or import and export regulations.
  - Nanoscribe reserves the right to demand that the customer appoints a single person as device administrator who shall be the sole contact during the communication of a warranty claim.
  - Nanoscribe shall assign priority to the inquiries of the customer over the inquiries of other customers that do not have either a warranty, extended warranty or service level agreement.
  - Nanoscribe reserves the right to perform a survey of the condition of the product if the warranty period is with gap to the previous one. Such a survey shall be subject to a separate fee and Nanoscribe may charge it separately according to the expenses incurred. If any need of repair or malfunction is detected, this is either excluded from the warranty or repaired and charged separately. The survey may be at most 2 months old before the conclusion of the extended warranty contract.

### § 2 Coverage

- (1) If a product does not operate as warranted above during the applicable warranty period, Nanoscribe shall, at its option and expense repair or replace the defective product or part, to restore the specified functions and operation of the product. All defect or malfunctioning products that are replaced will become the property of Nanoscribe. Replacement products or parts may be new or reconditioned.
- (2) Expenses covered by this warranty are
  - costs for replacement parts and repair services
  - shipping costs, custom duties and taxes for replacement parts as well as for to be repaired parts
  - travel and accommodation costs related to repair services
- (3) Expenses to be covered by the customer are
  - costs that may arise due to restrictions enforced by the customer or location of the product, such as required trainings and certifications for Nanoscribe staff or badging requirements
  - cost incurred through delays caused by any of the above

### § 3 Exclusions

- (1) Warranty does not include preventive maintenance, calibration, training, guidance, transfer of knowledge, access to knowledge other than the user manual or assistance with regards to the operation of the product.
- (2) Nanoscribe will not be liable in any way for the loss of data stored on the products and any damage caused by this.
- (3) Warranty does not apply, if
  - the warranty period has expired.
  - the warranty label is broken or removed.
  - the serial number label is missing or unrecognizable.
  - the product has been modified or repaired by any unauthorized service center or personnel.
  - the defect was caused by abuse or improper use not conforming to product manual instructions.
  - the defect was caused by environment conditions other than those specified in the manual.
  - the defect was caused by force majeure, such as acts of God, flood, lightning, earthquake, war, vandalism, theft, brownouts or sags (damage due to low voltage disturbances).
  - resin or immersion liquid spillage.
  - The defect was caused by exposure of parts of the system to light below 500nm, leading to unwanted resin polymerization.
  - the defect was caused by usage of parts not specified in the manual or acquired by a vendor not approved by Nanoscribe in writing. This includes but is not limited to substrates with different dimensions, refractive indices or surface quality, resins or chemical substances as part of resins or resists other than those sold by Nanoscribe or described in Nanoscribe’s product specific user instructions as well as objective lenses not sold and installed by Nanoscribe or its distributors.
  - the defect was caused by deviating from the intended use of the product as specified in Nanoscribe’s product specific user manual
- (4) Nanoscribe reserves the right to charge the customer with the costs of service, travel & accommodation, transportation, insurance, taxes and customs clearance if the defect does not fall within the scope of this warranty or the product has not been proven defective. Any such invoice issued by Nanoscribe shall be payable without any deductions to the applicable bank account number specified by Nanoscribe and within 30 days as from receipt by the customer.

### § 4 Liability

- (1) Nanoscribe shall not be liable under this warranty if its testing and examination disclose that the alleged defect in the product does not exist or is not covered by this warranty according to the conditions herein.
- (2) Under no circumstances will Nanoscribe, its service provider or either’s affiliates, employees, officers, directors or agents be liable for any consequential, indirect, special, punitive, or incidental damages, whether foreseeable or unforeseeable, (including, but not limited to), claims for loss of data, goodwill, inconvenience, delay, profits, use of money or use of Nanoscribe products or interruption in use.
- (3) Nanoscribe’s entire liability and customer’s sole and exclusive remedy for claims related to or arising out of these terms and conditions for any cause and despite the form of action, whether in contract or in tort, statutory or otherwise, including negligence and strict liability, will not exceed the amount of the purchase price paid. This limitation of liability will be effective even if customer has advised Nanoscribe or its distributors of the possibility of any such damages.

### § 5 Country specific laws

- (1) These terms and conditions give customer specific legal rights. Customer may also have other rights that may vary from state to state or from country to country. Customer is advised to consult applicable state or country laws for a full determination of customer’s rights. Some states or countries do not allow a limitation on how long an implemented warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of these terms and conditions may not apply to customer, whereas the rest of the exclusions and limitations still apply.