

# Brooks Automation (Germany) GmbH General Terms and Conditions of Sale

## Terms

1. These Brooks Automation (Germany) GmbH (hereinafter "**Brooks**") General Terms and Conditions of Sale sr TerrTmrT(e)~~4~~

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condition at any time does not justify the delivery of Products or provision of Services on the payment terms above, Brooks may require full or reasonably partial payment in advance or other payment terms as a condition to delivery or rendering of Services.

11. If the customer delays payment beyond the agreed due date, Brooks is entitled to demand default interest of 9 percentage points above the base interest rate ( )  
pm00Brooks shall be entitled to demand default interest of 9 percentage points above the base interest rate ( )

of the Customer to comply with all relevant export control laws. Diversion contrary to these laws is prohibited. In no event may the Products governed by these Terms be exported to North Korea or Iran, regardless of the applicable local law.

Sales and Services under the Terms may be subject to public control and authorization. Customer will be responsible, at its own risk and expense, for obtaining any required authorization, such as an im2 o,68( ).8D4.5 (1)TETQ69.64 22.01Tw 0.7rm.ayng (c)4 p

such a deadline is exceptionally dispensable. In case Brooks, during the warranty

applicable 14 day exchange return period.

### **Product Returns**

28. In order to return a Product for repair, exchange or otherwise, Customer must obtain a Return Material Authorization ("**RMA**") number from Brooks and comply with Brooks' shipping instructions. Products must be shipped in original shipping cartons, complete with all packing materials, to the location specified by Brooks. The RMA number must be prominently marked on the outside of the shipping box. Customer will prepare and pack the returned Products in such way that they are not declared as hazardous materials.

29. Customer shall provide a completed copy of a Hazardous Material Declaration, signed by an authorized person, to Brooks to obtain a RMA number. Customer acknowledges that Brooks will not accept any Product exposed to biological hazards, radioactive material, organic metal or mercury ("**Unacceptable Hazards**"). Customer shall indemnify, defend and hold Brooks harmless against, expenses and claims for personal injury, property damage and disposal and clean-up costs arising from returned High Vacuum Products containing Unacceptable Hazards or undeclared contaminants.

30. Brooks will return to Customer, freight collect: a) Products shipped without an RMA number; b) Products shipped to a Brooks location, or via a shipment method, other than as specified by Brooks; c) Products shipped without a complete Health and Safety Certificate, or exposed to Unacceptable Hazards.

31. Products returned for repairs and exchanges after the warranty period has expired must be shipped freight prepaid by Customer.

### **Limitation of Liability**

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37. Brooks will not be liable for failure to fulfill its obligations, or for delays in delivery, due to causes beyond its reasonable business control, including, but not limited to, natural disasters, epidemics or pandemics, acts or omissions of suppliers, other parties, or civil or military authorities; interruptions in communications or delays