

Mettler-Toledo 'CONDverter' Application – Terms and Conditions of Use

By installing and/or using this Application (1), you agree to be bound by these Terms and Conditions of Use. Please review them carefully before accepting them.

METTLER TOLEDO (2) operates this Application for business, professional and academic users and their organizations. Several portions of this Application are available to all users; access to certain portions of this Application may be restricted to users who register for such access.

By installing and/or using this Application, you agree to be bound by these Terms and Conditions and accept them in full, as they may be modified by METTLER TOLEDO from time-to-time. If you do not agree to these Terms and Conditions, you may not use this Application.

1. METTLER TOLEDO Makes No Warranties; METTLER TOLEDO's Liability Is Limited.

METTLER TOLEDO DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR YOUR USE OF OR ACCESS TO THIS APPLICATION, FOR YOUR FAILURE TO UPDATE OR UPGRADE RELEVANT SOFTWARE AS RECOMMENDED, OR FOR ANY DAMAGE OR ALTERATION TO YOUR EQUIPMENT INCLUDING BUT NOT LIMITED TO COMPUTER EQUIPMENT, HANDHELD DEVICE OR MOBILE TELEPHONES AS A RESULT OF THE INSTALLATION AND/OR USE OF THE APPLICATION.

THE APPLICATION AND ITS CONTENTS (3) ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION BEING WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, METTLER TOLEDO ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SITE OPERATED BY A THIRD PARTY.

Although METTLER TOLEDO attempts to provide accurate Application Content it makes no guarantee that such Contents are accurate or suitable for any particular purpose. Your installation and use of this Application is at your own risk. METTLER TOLEDO provides this Application to you on an "As-Is" basis.

In no event will METTLER TOLEDO or its Affiliates (4) be liable for any Damages (5), even if METTLER TOLEDO is aware of the possibility of such Damages, arising in connection with:

- (i) any failure in performance of the Application;
- (ii) any error, omission, interruption, defect or delay in operation of the Application or transmission of information;
- (iii) any computer virus;
- (iv) any line system failure, loss of data/contents, or loss of use of this Application;

- (v) the information, products or services offered, provided or advertised through this Application;
- (vi) the access to or alteration of your transmissions or data, whether sent, received, not sent, or not received.

If METTLER TOLEDO or its Affiliates are found liable for any Damages despite METTLER TOLEDO's express limitation of liability stated herein, the total combined liability of METTLER TOLEDO and its Affiliates shall not exceed 500 U.S. Dollars.

By using this Application, you acknowledge and agree to the following:

1) The Contents of the Application may contain inaccuracies and errors of both a substantive and/or typographical nature. METTLER TOLEDO does not guarantee the accuracy or completeness of the Contents or the reliability of any documents, advice, opinion, presentations, estimations or statements displayed on or distributed through or calculated via this Application. If you rely on the Contents or any advice, opinion or statement, you are doing so at your sole risk. METTLER TOLEDO does not guarantee that the Application or its Contents are accurate, complete, reliable, truthful, current or error-free and METTLER TOLEDO will not be liable for any decision made or action taken by you or others in reliance on any information available through the Application.

2) METTLER TOLEDO, in its sole discretion, may make any changes to the Application or its Contents or services or parts thereof at any time without notice.

3) METTLER TOLEDO does not intend for any Application references or links to entities, products or services to be referrals or endorsements of such entities, products or services. METTLER TOLEDO only controls and endorses products and services clearly identified as being supplied by METTLER TOLEDO. METTLER TOLEDO does not control or endorse any information, products or services supplied by any other person or entity, even if said information, products and/or services are found on this Application.

4) METTLER TOLEDO cannot and does not guarantee that files available for downloading through the Application will be free of infection from viruses or other computer codes that may contaminate your device. As a result, you are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for accuracy of data input and output and for maintaining a means of your own for the reconstruction of any lost data.

5) METTLER TOLEDO will not be liable for any investment decision made or action taken by you or others in reliance on the Contents of the Application, including, without limitation, financial information and information about METTLER TOLEDO.

METTLER TOLEDO and its Affiliates are not liable for any Damages based on Claims (6) arising out of or in connection with:

- (a) your use of the Application
- (b) any contracts entered into or services or products offered, sold or purchased as a result of any contact initiated on or through the Application
- (c) your breach of these Terms and Conditions

(d) your infringement (or the infringement of any person using your computer, personal login or password) of any right of a person or entity

By using this Application, you agree that you will not seek recovery of Damages from nor institute any proceeding against METTLER TOLEDO and/or its Affiliates as a result of the occurrence of any of (a) through (d) above. In the event a third party seeks recovery of Damages from or institutes a proceeding against METTLER TOLEDO and/or its Affiliates as a result of the occurrence of any of (a) through (d) above, you agree that you will defend METTLER TOLEDO and its Affiliates and reimburse METTLER TOLEDO and its Affiliates for all costs and Damages paid or ordered to be paid by METTLER TOLEDO and/or its Affiliates.

2. You May Not Republish the Contents of the Application.

You may not resell, republish, or copy (except that you may make a copy for your own use), any of the Contents of this Application without the prior written consent of METTLER TOLEDO, which may be withheld in its sole discretion. You may share Content with others, as provided for in the Application, provided such sharing does not involve making any modifications to the Contents or claiming the Contents as your own.

3. METTLER TOLEDO Has The Right To Use All Intellectual Property on the Application Exclusively.

Except where otherwise expressly noted, all Contents of this Application are the sole and exclusive property of Mettler-Toledo GmbH, CH-8606 Greifensee, Switzerland and its Affiliates. METTLER TOLEDO does not waive, transfer or license any of its Proprietary Rights (7) by posting the Contents of this Application. Contents of this Application are protected by United States and international copyright laws, both as individual works and as a collection. You agree not to delete any copyright or similar notice from any Contents you obtain from the Application.

4. METTLER TOLEDO Does Not Endorse Websites Linked to Its Site.

METTLER TOLEDO may establish links between this Application and one or more websites operated by third parties. METTLER TOLEDO has no control over any such websites or the contents therein. The existence of any such links shall not constitute an endorsement by METTLER TOLEDO of such websites, the contents of the websites, or the operators of the websites.

5. METTLER TOLEDO Does Not Guarantee The Availability Of Products and Services In All Countries.

METTLER TOLEDO provides access to data that may contain references or cross references to METTLER TOLEDO products and services that may not be available, or readily available, in your country. Such reference does not imply that METTLER TOLEDO intends to market such products or services in your country.

6. Your Access to This Application May Be Terminated If You Do Not Follow The Terms And Conditions Herein.

METTLER TOLEDO may, at its sole discretion, immediately terminate your access to the Application without notice should your conduct fail to conform to any provision of these Terms and Conditions. Termination may prevent confirmation or completion of outstanding and/or

incomplete transactions. Some of the prohibited acts mentioned in these Terms and Conditions are also punishable by law.

7. You Agree to Comply With All Rules of The Application.

You agree to comply with: (i) any and all regulations, policies, and procedures of the Application; and (ii) any and all applicable local, state, national, and international laws and regulations that relate to your use of or activities on the Site.

8. METTLER TOLEDO May Terminate Use of the Application.

At any time, METTLER TOLEDO may terminate, change, suspend, or discontinue use of the Application, temporarily or permanently, without notice. METTLER TOLEDO is not obligated to continue to support, maintain or update the Application. METTLER TOLEDO may impose limits on certain features or services or restrict your access to parts or all of the Application in METTLER TOLEDO's sole discretion and without notice. YOU ACKNOWLEDGE AND AGREE THAT METTLER TOLEDO AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN THE EVENT THAT METTLER TOLEDO EXERCISES ANY OF THE RIGHTS IN THIS SECTION 8.

9. Your Use of This Application Does Not Create a Relationship With METTLER TOLEDO.

You acknowledge that you are not engaged in and shall not be deemed to be engaged in a partnership, joint venture, joint enterprise, or agency relationship of any kind or for any purpose with METTLER TOLEDO by virtue of your status as a user of the Application.

10. METTLER TOLEDO May Delegate Its Obligations Hereunder.

METTLER TOLEDO reserves the right to delegate and/or transfer any or all of its obligations under these Terms and Conditions to a third party. You may not delegate or otherwise assign any of your obligations and/or rights under these Terms and Conditions to any other person or entity without the prior written consent of METTLER TOLEDO.

11. METTLER TOLEDO May Make Modifications To The Application and Notify You of Such Changes via Automatic Updates.

METTLER TOLEDO may at any time make modifications, changes, and/or alterations to the Application and/or its Contents, including these Terms and Conditions, without prior notice. METTLER TOLEDO reserves the right to send you automatic updates at any time and without prior notice, notifying you of such modifications, changes and/or alterations.

12. METTLER TOLEDO May Update or Upgrade Application Software and Notify You of Such Changes via Automatic Updates.

METTLER TOLEDO may at any time upgrade the Application software, without prior notice. METTLER TOLEDO reserves the right to send you automatic updates at any time and without prior notice, notifying you of such modifications, changes and/or alterations. METTLER TOLEDO does not accept any responsibility or risk for your failure to update the software as recommended.

13. Data Protection

Any personal information you supply to METTLER TOLEDO when using the Application will

be used by METTLER TOLEDO in accordance with its Privacy Policy, to the extent it is applicable. The Privacy Policy can be accessed on the METTLER TOLEDO website at www.mt.com/legal.

For the avoidance of doubt, and for the purpose of these Terms and Conditions, any references in the Privacy Policy to the term "Site" shall be replaced by the term "Application". By downloading and/or using the Application, you consent to such processing and you warrant that all data provided by you is accurate.

14. There Is An Established Governing Law For Disputes Under These Terms & Conditions.

These Terms and Conditions shall be governed by and construed in accordance with the law of Zurich, Switzerland, without regard to conflict of laws principles.

15. There Is An Established Venue For Disputes Under These Terms & Conditions.

Any controversy or claim arising out of or relating to these Terms and Conditions shall be exclusively subject to the jurisdiction of the Court of Commerce (Handelsgericht) in Zurich, Switzerland, and not to the jurisdiction of a court determined pursuant to the 1980 U.N. Convention on contracts for the international sale of goods, or any other law, treaty or convention.

16. METTLER TOLEDO May Require Arbitration of Disputes.

By using this Application, you agree that METTLER TOLEDO, at its sole discretion, may require you to submit any Relevant Disputes arising from or concerning the use of this Application, or these Terms and Conditions, to final and binding arbitration conducted by one or more arbitrators appointed in accordance with the International Rules of Arbitration of the American Arbitration Association ("Rules"). Despite these Rules, however, such proceeding shall be governed by the laws of Zurich, Switzerland, without regard to the 1980 U.N. Convention on contracts for the international sale of goods, or any other law, treaty or convention. METTLER TOLEDO may require arbitration despite the venue provisions of Section 16.

Any award in an arbitration initiated under this Section 16 shall be limited to monetary damages and shall not include an injunction. Further, in any arbitration initiated pursuant to this Section 16, the arbitrator(s) shall be limited to an award of actual damages and shall not award punitive, consequential or other damages not measured by the prevailing party's actual damages (except as may be required by law).

17. These Terms & Conditions Are Severable.

In the event that any provision of these Terms and Conditions shall, in whole or in part, be determined to be invalid, unenforceable, or void for any reason, the remainder of the Terms and Conditions shall not be affected in any way thereby.

18. The Waiver of One Provision by METTLER TOLEDO Does Not Waive Any Other Provision.

If METTLER TOLEDO waives one of its rights, terms or provisions under these Terms and Conditions, it cannot and will not be inferred that METTLER TOLEDO, as a result, also

waives any one or more other rights, terms, or provisions under these Terms and Conditions. This will not be inferred at the time of METTLER TOLEDO's waiver nor at any other time.

Annotations

- (1) "Application" shall mean the software provided by METTLER TOLEDO to offer information and services related to METTLER TOLEDO and its products, to be used on Apple iOS, Windows and Android OS devices and any upgrades from time to time and any other software or documentation enabling use of the Application.
- (2) "METTLER TOLEDO" shall mean Mettler-Toledo International Inc. of Im Langacher 44, CH-8606 Greifensee, Switzerland.
- (3) "Contents" includes but is not limited to all information, names, images, news, pictures, logos, icons, documents, case studies, product reviews/descriptions, calculators, presentations overall appearance and materials found in the Application.
- (4) "Affiliates" includes all subsidiaries, affiliates, contractors, agents, employees, owners, officers, and directors.
- (5) "Damages" includes but is not limited to all losses and all direct, indirect, incidental, special, consequential and punitive damages arising under a contract, tort or other theory of liability (including reasonable legal and accounting fees and expenses)
- (6) "Claims" are any actions, demands, and/or claims of right of any person or entity, including personal injury and death, regardless of whether they arise out of or are attributable to any act or omission, negligent or otherwise of METTLER TOLEDO and/or its Affiliates
- (7) "Proprietary Rights" includes but is not limited to, copyrights, trademarks, servicemarks, patents, and other intellectual property