

Mettler-Toledo Standard Terms and Conditions for Sales and Service

1. CONTRACT – These terms and conditions, together with any other supplemental written terms we give you pertaining to your order or service agreement, form a contract between you, the buyer of certain equipment (including parts and other merchandise), software license, and/or services (the "Buyer"), and us, the Mettler-Toledo entity identified on the quote, order acknowledgement, service agreement, invoice, or other order document we give you ("MT"). The rights and obligations identified in this contract apply to Buyer's purchase of the equipment, software license, and services identified in the MT order documents. If Buyer's order includes software subject to an end user license agreement ("EULA"), the terms of the EULA also apply and have priority over these terms. Terms and conditions that are different or changed from these only apply if both parties agree to them in writing. Terms or conditions included on Buyer's forms, including Buyer's standard terms and conditions of purchase and documents presented to MT's field service representatives, are not part of this contract. Buyer's receipt of equipment, software license, and/or services establishes its unqualified acceptance of these terms and conditions and any applicable EULA available at www.mt.com/legal.

2. GRANT OF LICENSE – If there is no EULA, MT grants Buyer a non-exclusive, non-sublicensable, and non-transferable right to use the software ordered for Buyer's internal purposes only. Buyer may not reverse engineer, decompile, or disassemble any software it licenses from MT.

3. QUOTATIONS, PUBLISHED PRICES, AND PRODUCT INFORMATION – Quotes and other offers of sale automatically expire 30 calendar days from the date issued unless otherwise stated, and unless MT withdraws the quote or offer earlier, which it may do any time prior to Buyer's acceptance of the quote or offer. Quotes and offers relating to custom equipment or software may rely on certain information and circumstances, including information Buyer provides. If information or circumstances on which a quote or offer relies change, MT may adjust its quote or offer. Published prices are not offers to sell and may be changed without notice. MT may change equipment or software specifications without notice unless it agreed to the specification(s) in writing. Prices do not include any taxes, shipping, packaging, handling, insurance, duties, inspection fees, permit fees, installation, or other costs or services unless otherwise specified in the MT order documents. MT may choose to accept or reject any order; MT will indicate order acceptance: (a) with a written order confirmation; or (b) by executing the order. Specific product characteristics, including but not limited to product weight, dimensions, value, return on investment, load, tolerance, and other technical data are not guarantees of those characteristics and are provided for information only. Buyer is not permitted to disclose any quotes, prices, specifications, or product information to any third party without MT's prior written consent.

4. TAXES – If local law requires MT to collect any tax from Buyer it will be added to Buyer's invoice and Buyer will be responsible to pay it, unless Buyer gives MT a valid tax exemption certificate. If an exemption certificate Buyer gives MT is later determined to be invalid, then Buyer will pay the previously unpaid tax.

5. TERMS OF PAYMENT – Payment terms are stated on the MT order documents. If no payment terms are stated, payment is due net 30 calendar days from the date of invoice. Buyer may not retain any payment it owes MT under this contract, or otherwise set-off any amount it owes MT under this contract, for disputed claims.

6. SHIPPING, HANDLING, AND DELIVERY – Shipping terms are stated on the MT order documents. If no shipping terms are stated, shipping is Ex Works. Delivery and service dates are estimates unless MT expressly agrees in writing to a fixed date or schedule. MT will use commercially reasonable efforts to meet delivery and service date estimates. All delivery and service dates are conditioned on MT's timely receipt of all necessary information and approvals. If Buyer causes a delay in delivery MT will store and handle all items at Buyer's risk, and will invoice Buyer for the unpaid portion of the contract price, plus applicable storage, insurance, and handling charges. MT may make partial shipments. MT will not accept responsibility for any shortages or damages unless Buyer retains all shipping containers and packing materials for inspection.

7. RETURNS – Equipment, or licenses on software, that is engineered, modified, customized, or configured especially for Buyer cannot be returned unless there is a valid warranty claim and the equipment or software cannot be repaired. Buyer cannot return equipment that is altered, damaged, used, or previously installed. Unless MT makes a shipping error or Buyer makes a valid warranty claim, unused off the shelf equipment may be returned only if Buyer contacts MT for approval and return instructions prior to returning anything. At its discretion, MT may charge Buyer a restocking fee for any return.

8. CANCELLATION – With MT's written approval, Buyer may cancel its order prior to the shipment of equipment or software, or prior to the beginning of a service contract. MT may cancel Buyer's order or require payment in advance if Buyer transfers assets for the benefit of its creditors, or if MT has reason to believe Buyer is unwilling or unable to perform its commitments. If Buyer cancels its order other than as permitted by this section, Buyer must pay MT all amounts due pursuant to the order. If Buyer's order is cancelled for any reason Buyer will pay MT for reasonable costs and expenses (including engineering expenses and all commitments to MT's suppliers and subcontractors) incurred prior to MT receiving notice of cancellation, plus MT's usual rate of profit for similar work. The minimum cancellation charge is 15% of the price.

9. CHANGES – Buyer may make changes to its order if MT consents in writing. To accommodate Buyer's request for changes MT may change pricing and delivery schedules. If MT performed work or purchased materials in anticipation of Buyer's order, and the change Buyer requests makes that work or materials unnecessary, Buyer is still responsible for paying for them.

10. SECURITY INTEREST – Buyer grants MT a purchase money security interest in the equipment and software license it purchases, acknowledges the validity of this grant, and agrees not to challenge the legitimacy of this grant. Buyer will assist MT in taking all necessary actions to perfect and protect MT's security interest. MT is entitled to any of the rights and remedies provided by law or in equity only if Buyer defaults on its obligations to MT.

11. WARRANTIES: ABSENT A SEPARATE WRITTEN WARRANTY MT ISSUES BUYER, MT EXPRESSLY WARRANTS ITS EQUIPMENT, SOFTWARE, AND SERVICES SOLELY AS SET FORTH IN THIS SECTION. TO THE FULLEST EXTENT ALLOWED BY LAW, MT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF EQUIPMENT OR A SUBSEQUENT LICENSEE OF SOFTWARE ONLY WITH MT'S PRIOR WRITTEN CONSENT. IN ADDITION, THE FOLLOWING CONSTITUTES BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY MT OF THIS WARRANTY.

A. EQUIPMENT – MT warrants that under normal use: (i) its equipment, except for replacement parts, will be free from defects in workmanship and materials for one year from the date of original installation/use, or 18 months from the date it is shipped from MT, whichever occurs first; and (ii) replacement parts will be free from defects in workmanship and materials for 90 days from delivery. Should the defects described be found and reported during the term of the warranty, MT will, at its option, refund the purchase price, replace the equipment, or correct the defects by furnishing replacement parts and labor free of charge. Travel up to 80 kilometers (50 miles) from our nearest service representative or authorized service provider is free of charge for valid warranty claims.

B. SOFTWARE – If it is properly installed according to specifications and system requirements, MT warrants the software it develops will perform substantially the functions described in the software documentation it provides or, in the absence of any software documentation, as otherwise agreed in writing. MT does not warrant that the software is error-free, that Buyer will be able to operate the software without interruption, that third party interfaces or systems connected to the software will operate without interruption, or that the software will be free of vulnerability to intrusion or attack. Absent a separate warranty MT communicates to Buyer in writing, the warranty period for equipment operating software is the same as the warranty period for the equipment it's purchased with. The warranty period for any other software or software feature is 90 days from the date of delivery. For avoidance of doubt, our warranty includes bug fixing, but excludes any new features. Except as may be agreed otherwise in writing, MT provides no warranty for software specifically developed, amended, or customized for Buyer. These warranties also apply to any new releases and service MT may deliver in the future.

C. SERVICE – MT warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and Buyer gives MT prompt written notification, MT will supply the necessary service, direction, or consultation to correct the nonconformity.

D. GENERAL – The foregoing warranties are further subject to the following general conditions: (i) Consumables, accessories, normal wear and tear, wear parts, and perishables are expressly excluded. (ii) If Buyer requests warranty work during non-standard work times Buyer will be charged for premium time. (iii) These warranties do not apply

where MT's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure by Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by personnel MT doesn't authorize, the addition or supply of equipment or software not approved for incorporation into MT equipment or software, environmental or operational conditions, or software or interfacing Buyer or a third party provide and any other causes MT is not responsible for. (iv) MT does not warrant the calibration of any equipment. MT does, however, warrant its equipment to be capable of being adjusted to meet MT's printed specifications, if any, for accuracy for the period of warranty above stated when properly installed and used. (v) Products of other manufacturers that MT sells are warranted by MT solely to the extent of any remaining warranty provided by the original manufacturer. (vi) If MT repairs equipment, such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by MT. Unless Buyer gives MT written notice in advance, and MT agrees its warranty still applies, all warranties are void if product is moved outside the country MT delivered it to.

E. METHODS OF CORRECTION OF DEFECTS DURING WARRANTY – MT may attempt to diagnose and resolve defects over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution. When Buyer contacts MT for warranty work, Buyer must follow the problem determination, resolution, and procedure that MT specifies. MT may require return of the part or equipment to its depot for service or to assist in problem determination. If MT determines on-site work is required, a service technician will be scheduled. If Buyer gives MT notice of a defect and requests on-site work when the defect could have been remedied remotely, or if MT responds to Buyer's notice of defect and no defect is found for which MT is liable, MT is entitled to compensation for any work performed and costs it incurred as a result of Buyer's request. Failure to install and use available standard remote connectivity tools and equipment for direct problem reporting, remote problem determination, and resolution may result in increased response-time and additional costs to Buyer. Standard remote tools include TeamViewer, MS Teams or similar with screen sharing and remote keyboard/mouse control accessibility.

12. INDEMNITY – MT will pay Buyer for Buyer's losses that arise directly from a third party's bodily injury (including death) or damage to a third party's property if the injury or damage: (i) occurred in the course of MT's work; (ii) occurred on Buyer's property; and (iii) was ~~exclusively~~ caused by MT's negligent act or omission. Losses MT pays for may include reasonable legal fees and settlements of claim or suit. MT's obligation to pay for Buyer's losses arise only if Buyer gives MT prompt written notice of the loss, based on when Buyer should have reasonably anticipated the loss.

13. PATENT INFRINGEMENT – MT will defend any suit brought against Buyer if it is based on a valid claim that equipment or software of MT's design that Buyer purchased under this contract, or any part thereof, constitutes an infringement of any applicable patent. MT's obligation arises only if: (a) Buyer promptly notifies MT of the claim, in writing, and gives MT the authority, information, and assistance necessary to defend the claim; and (b) the alleged infringement is not the result of a design or other special requirement specified by Buyer, or the result of the application or the use to which Buyer or others put the equipment or software. MT will pay all damages and costs finally awarded against Buyer only if MT has the exclusive right to defend, settle, or compromise the suit and Buyer takes no action that damages MT's ability to conduct an effective defense, settlement, or compromise. Upon receiving notice from Buyer of an allegation that equipment, software, or a part infringes any patent, MT may, at its expense and option, either: (i) obtain for Buyer the right to continue using such equipment, software, or part; (ii) replace the equipment, software, or part with non-infringing equipment, software, or part; (iii) modify the equipment, software, or part so that it becomes non infringing; or (iv) remove the equipment, software, or part and refund the purchase price and all related transportation and installation costs. This is MT's entire liability to Buyer for patent infringement.

14. REGULATORY LAWS AND OR STANDARDS – MT behaves in accordance with relevant laws. MT also takes reasonable steps to keep its equipment compliant with standards and regulations that may apply to Buyer's use of MT's products. However, MT's equipment is utilized in many regulated applications and from time to time applicable standards and regulations are in conflict with each other. MT makes no promise or representation that its equipment will conform to any laws, regulations, codes, or standards, except as explicitly specified and agreed upon in writing by an authorized officer. Buyer is responsible for the correct installation, operation, and calibration of the equipment in compliance with all applicable laws and regulations.

15. PRODUCT MANUALS – It is essential for Buyer to follow the installation information, product and system manuals, operating and safety instructions, and other documentation and specifications MT provides with the equipment; MT disclaims any liability, including warranty liability, if Buyer does not.

16. INTELLECTUAL PROPERTY – Unless MT expressly agrees in a writing to the contrary, MT does not transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property relating to the equipment, software, and/or services. Except as otherwise provided in an applicable EULA, the software license rights granted are non-exclusive, non-sublicensable, non-transferable, and limited to use for agreed purposes only.

17. DISCLAIMER OF DAMAGES –IN NO EVENT WILL MT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF INDIRECT OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER THE CONTRACT WOULD FAIL OF ITS ESSENTIAL PURPOSE. Such damages include but are not limited to loss of profits or revenues, loss of use of the equipment or associated equipment and software, cost of substitute equipment or software, facilities, down time costs, increased construction costs, damage to reputation, loss of customers, or claims of Buyer's customers or contractors for such damages. Buyer may not transfer, assign, or lease the equipment or software sold or licensed under this contract to any third party without first securing from them the protection afforded to MT in this section.

18. LIMITATION OF LIABILITY – MT is not liable for any loss, claim, expense, or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will MT's aggregate liability for any and all types of damages or losses related to this contract or the equipment, software, or services sold, licensed, or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence)

19. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE – Except for fraudulent misrepresentations, MT is not responsible for any information, assistance, or advice given to Buyer if such information, assistance, or advice was not required by this contract.

20. INSURANCE – Upon request, MT will provide reasonable evidence of insurance showing its standard coverage and limits or relevant sublimits. Buyer agrees to keep such information strictly confidential. MT does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties.

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, MT shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida (“City”), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on MT’s Liability policies with the exception of MT’s Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured’s" provision). The City’s additional insured status should be extended to all Completed Operations coverages.
- 1.04 MT shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If MT fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if MT refuses or otherwise neglects to deliver the required

Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).

- 1.06 MT shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, MT shall promptly authorize and have delivered such statement to the City.
- 1.07 MT authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with MT's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of MT shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of MT in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of MT under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for MT. MT alone shall be responsible for the sufficiency of its own insurance program. Should MT have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of MT. No personal property owned by City used in connection with these business activities shall be considered by MT's insurance company as being in the care, custody, or control of MT.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, MT shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of MT.
- 1.17 If MT utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, MT will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of MT. In addition, MT will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for MT contained within this Agreement. MT shall obtain Certificates of Insurance comparable to those required of MT from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability

hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by MT unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

If MT has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, MT will be required to issue a formal letter (on MT's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by MT on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by MT for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by MT as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If MT does not own any vehicles, this requirement can be satisfied by having MT's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

21. FORCE MAJEURE – Except for payments owed by Buyer, the period for performance of this contract will be reasonably extended if a party defaults or is delayed in performing their obligations under this contract, for reasons beyond their reasonable control. Strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law, and other similar causes are among the reasons, but are not the only reasons, that are beyond a party's reasonable control.

22. EXPORT CONTROL - Buyer acknowledges that the equipment or software may include technologies and software that are subject to export control regulations in Europe, the United States of America, or other countries in which the equipment or software is delivered or used. Buyer is solely responsible for complying with these restrictions if it exports or re-exports the equipment or software. Buyer agrees to indemnify and hold MT harmless from any violation of export restrictions by Buyer or Buyer's employees, consultants, agents, or customers cause.

23. INTERPRETATION – If any of these terms and conditions conflicts with or is invalid under applicable law, these terms and conditions will be read as if such term or provision was not included. The invalid, illegal, or unenforceable provision will be deemed automatically modified and, as so modified, included in these terms and conditions. Such modifications will be made to the minimum extent necessary to make the provision valid, legal, and enforceable. MT's waiver or excuse of any noncompliance with these terms and conditions does not constitute a waiver or excuse of any prior or subsequent noncompliance.

24. GOVERNING LAW AND PLACE OF JURISDICTION – The performance of the parties to this contract, and the relationship between the parties, is subject to the applicable laws of the location of the equipment is located: Monroe County, Florida, U.S.A

25. WEEE – When required by applicable law, MT will dispose of electrical and electronic equipment waste (WEEE) at Buyer's costs.

26. TRACEABILITY – Buyer acknowledges that MT is entitled to retrace or recall equipment or take other corrective actions to the equipment. Buyer will actively support MT when this need arises. If Buyer resells equipment to a third party, it will be considered the distributor of the equipment under applicable laws and must assume all obligations relating thereto, including but not limited to the following: (i) keep all documents and information necessary to retrace or recall equipment sold to third parties for a minimum of 10 years; (ii) immediately inform MT of any complaints or adverse incidents related to the equipment, and promptly comply with all directions MT gives regarding the investigation or handling of the matter; and (iii) comply with all applicable storage and transportation duties.

27. PERSONAL DATA AND OTHER INFORMATION – Buyer agrees MT is entitled to use, process, and store, and allow a third party to use, process, and store on MT's behalf, any data MT obtains under this contract, in accordance with relevant laws. Unless specifically agreed in the MT order documents, our sales and services to Buyer do not involve any processing by MT of personal data for or on behalf of Buyer. In the framework of our relationships with you, we may process limited personal data of some of your employees or contractors which we use in order to respond to your enquiries or requests, and to execute our contracts with you (e.g. to process & execute orders, process payments, arrange shipments and deliveries, and to provide repairs and support services). **MT will use the contact details obtained from you in the context of your purchase of a product or a service for direct marketing of similar products or services.** You may at any time request not to receive marketing communications by contacting us at www.mt.com/contact. For more information please see our Privacy Policy at www.mt.com/privacypolicy.

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