

Characterization Lab Terms and Conditions

Version: 1.2 | Last Updated: 21 July 2026

1. APPLICABILITY AND FORMATION OF CONTRACT

- 1.1 **Binding Agreement:** These Characterization Lab Terms and Conditions ("Terms") become a legally binding contract between kiutra GmbH ("kiutra") and the customer ("Customer") upon the earlier of:
- (a) digital signature or electronic acceptance during the booking process by the Customer; or
 - (b) commencement of use of the service (e.g., physical entry into the Characterization Lab, or first login to the Remote Access System) by the Customer.
- 1.2 **Document Structure:** These Terms consist of these core terms and the following Annexes:
- Annex A: Remote Access Disclaimer
 - Annex B: Safety Briefing & Lab Conduct Acknowledgment
 - Annex C: Equipment Handover & Return Protocol
 - Annex D: Privacy Notice (Information according to Art. 13 GDPR)
- 1.3 **General Terms & Conditions:** These Terms supplement the General Terms and Conditions of kiutra, available at <https://kiutra.com/terms-and-conditions/>. In the event of a conflict, these Terms shall prevail regarding the rental and use of the Characterization Lab or the Rental Object.

2. RENTAL OBJECT AND DURATION

- 2.1 **Subject Matter:** The rental object is a cryostat and, as the case may be, other equipment (such as measurement instruments) ("Rental Object") provided for the agreed period in the agreed configuration at the kiutra service lab in Munich ("Characterization Lab"). The legal nature of this agreement is a rental agreement and specifically not a contract for work.
- 2.2 **Extension:** Any extension of the rental period requires the written consent of both parties (email sufficient).
- 2.3 **No-Show:** If the Customer fails to utilize booked time for reasons not attributable to kiutra, no refund or replacement time will be granted. This provision does not apply where the Customer provides written notice of cancellation at least five (5) business days prior to the booked start time, in which case kiutra shall offer the Customer a rescheduling option at the next available slot.

3. SCOPE OF SERVICE AND ACCESS

- 3.1 **Physical Access:** Access to the Characterization Lab is permitted during business hours (Mon–Fri, 09:00–17:00), excluding Bavarian public holidays, and after prior accepted registration. Access is restricted to designated areas.
- 3.2 **Remote Access:** kiutra provides access via the kiutra network. Remote access is provided on a reasonable effort basis subject to the conditions in Annex A. Continuous availability is not guaranteed.
- 3.3 **Personnel:** kiutra guarantees a contact person is on-site during business hours. kiutra personnel require access to the measurement computer and cryostat at all times, including during active measurements. kiutra personnel may be present in the room simultaneously with Customer. The Customer is strictly obligated to follow all technical and safety instructions provided by kiutra personnel.
- 3.4 **Infrastructure:** Customers may use common facilities (kitchen, coffee, sanitary) but must maintain tidiness. Separate office space is subject to availability and not guaranteed.

4. NATURE OF SERVICES AND OPERATIONAL LIMITATIONS

- 4.1 **Scope of Performance:** The Customer acknowledges that kiutra's contractual obligation is limited to the provision of the Rental Object in the agreed configuration and for the agreed period. kiutra does not owe any specific scientific outcome. The Customer is solely responsible for conducting measurements and for the accuracy, correctness or suitability of any data generated. Any shortcoming in measurement results that is not attributable to a defect in the Rental Object does not constitute a defect in performance.
- 4.2 **Equipment Operation and Interruptions:** The operation of cryogenic measurement equipment is subject to inherent technical variables and potential operational interruptions. In the event of an equipment failure or breakdown, kiutra's sole obligation shall be to offer the Customer an alternative timeslot of equivalent duration at the next available operational opportunity. The Customer's right to an immediate refund of service fees is excluded; however, kiutra shall credit the Customer for any rental time lost due to equipment failure in accordance with the downtime credit provisions of Section 5. Any claim for compensation for loss of revenue or additional expenses of the Customer caused by such operational failures is excluded.
- 4.3 **Provision of Infrastructure and Statutory Exclusions:** To the extent the provision of measurement infrastructure is legally construed as a lease agreement, kiutra's strict liability for initial defects existing at the time of contract conclusion is explicitly excluded. Any liability for equipment defects shall require proven fault on the part of kiutra and remains subject to the General Terms and Conditions of kiutra.

- 4.4 **Courtesy Support:** Any supervision or measurement performance by kiutra employees is a gesture of goodwill unless explicitly specified otherwise in kiutra's quote to the Customer. kiutra assumes no warranty or liability for such support.
- 4.5 **Software:** Usage of kiutra-internal software is provided "as is". kiutra retains all software rights.
- 4.6 **Customer Measurement Data:** The Customer retains ownership of all data, results, metadata, files, measurement traces, and other information generated from its samples, devices, materials, or experiments ("Customer Measurement Data"). The Customer acquires and stores this data on its own equipment, kiutra does not collect or store it. If the Customer uses a kiutra-provided measurement computer, the Customer is responsible for storing, exporting, securing and deleting its own data. kiutra will not use any Customer Measurement Data it becomes aware of unless the Customer gives prior written consent for a specific purpose.
- 4.7 **System Operational Data:** kiutra retains ownership of all data generated by the system concerning its technical operation, condition, and performance, including log files, sensor and temperature readings, error and event records, configuration and calibration data, usage statistics, and diagnostic information ("System Operational Data"). kiutra may use System Operational Data for installation, servicing, maintenance, remote support, warranty fulfilment, quality assurance, and, in aggregated or de-identified form, for the improvement of its products and services, subject to the confidentiality obligations of this Agreement.

5. AVAILABILITY AND DOWNTIME CREDITS

- 5.1 **Downtime Thresholds:** "Downtime" means any period during the booked measurement period in which the Customer cannot perform the intended measurements because the Rental Object or agreed measurement infrastructure is unavailable, significantly impaired, or fails to meet the specifications in the quotation and order confirmation (provided this is due to kiutra or the Rental Object). Downtime does not include:
 - a. Deviations from the specifications disclosed in the order confirmation or notified to the Customer at least one week before the rental period starts;
 - b. Deviations that don't materially impair the measurements, regardless of when disclosed;
 - c. Unavailability caused by the Customer (e.g., its samples, devices, wiring, software, configuration, or misuse of the Rental Object);
 - d. Force majeure.

If a system failure attributable to kiutra prevents the Customer from measuring, kiutra may first attempt to fix it by repair, workaround, or replacement system within one business day of becoming aware. Downtime only begins once that one-day window has passed without a fix.

- 5.2 **Credits:** Verified downtime will be communicated promptly. The agreed hourly rental fee for the downtime period will be deducted from the final invoice.

- 5.3 **Maintenance:** kiutra may interrupt measurements for maintenance. Lost time will be credited at the end of the session if operationally possible. Compensation for consequential damages (revenue loss, travel or meal expenses) is excluded, except in cases of intent or gross negligence on the part of kiutra.

6. DEFECTS AND CURE PERIOD

- 6.1 **System Requirements:** If the Cryostat does not meet requirements, the Customer cannot immediately withdraw. kiutra shall first offer an alternative cryostat or a later timeframe. Withdrawal is only permitted if kiutra fails to provide a solution within fourteen (14) calendar days.
- 6.2 **Immediate Reporting:** Technical issues must be reported to kiutra immediately. Any time elapsed prior to reporting is billed as regular usage.
- 6.3 **Reduced Pricing:** If the Cryostat is impaired but measurements remain possible, kiutra may offer a reduced price in lieu of replacement time.
- 6.4 **Force Majeure:** If the Characterization Lab cannot be staffed due to force majeure, time will be rescheduled. Remote access is an optional alternative at the Customer's own risk and kiutra disclaims all liability for remote results in such instances.

7. SAFETY AND MEDICAL RESTRICTIONS

- 7.1 **Mandatory Training:** Every person entering the premises must complete the safety briefing in Annex B annually.
- 7.2 **Medical Exclusion:** Due to the presence of strong magnetic fields, persons with cardiac pacemakers, neurostimulators, active implantable devices, or other magnetically sensitive medical implants are excluded from the Characterization Lab. Persons with orthopedic or other non-active metallic implants should seek prior medical advice and inform kiutra staff before entering the laboratory.
- 7.3 **Hazmat:** Bringing or shipping hazardous (chemical, radioactive, etc.) materials is strictly prohibited.
- 7.4 **Termination:** kiutra reserves the right of domicile and may terminate a session immediately if safety rules are violated or equipment is at risk.

8. LIABILITY LIMITATIONS AND INSURANCE

- 8.1 **Samples:** kiutra's liability for damage to or loss of Customer samples or equipment—whether caused by preparation, cooling, measurement processes, or electromagnetic discharge—is limited

to cases of intent and gross negligence. Liability for simple negligence is excluded, except in the event of a breach of material contractual obligations, in which case liability is limited to foreseeable, contract-typical damages.

- 8.2 **Personal Injury and On-Site Safety:** If the Customer or its representatives are present during measurements, they are obligated to strictly adhere to all provided safety instructions and guidelines. kiutra accepts no liability for injuries resulting from the Customer's own failure to observe these safety protocols.
- 8.3 **Damage & Return:** The cryostat must be returned in its original condition (normal wear excepted). Damages are documented via Annex C. The Customer bears costs for damages the Customer causes and must provide proof of liability insurance.

9. CONFIDENTIALITY AND STORAGE

- 9.1 **Confidentiality:** Customers must keep all technical setups and the identity of other customers present on-site confidential. kiutra does not guarantee exclusive lab use; other customers may be present. No photography or video recording is permitted. kiutra shall likewise maintain confidentiality with respect to the Customer's research subject matter, sample identity and technical setup, subject to any statutory disclosure obligations.
- 9.2 **Sample Cabinets:** Samples may be stored in designated cabinets by arrangement. kiutra assumes no warranty for the security of these cabinets.
- 9.3 **Data Privacy:** Personal data processing is governed by the terms in Annex D.

10. MISCELLANEOUS

- 10.1 **Applicable Law:** This Agreement is governed by German law.
- 10.2 **Jurisdiction:** The place of jurisdiction is Munich.
- 10.3 **Severability:** If any provision is found invalid, the remaining provisions shall remain in full force.

ANNEX A: REMOTE ACCESS DISCLAIMER

The Customer acknowledges that:

- Remote access is provided on a “reasonable effort” basis and does not constitute a guaranteed service level.
- Operation via remote access is entirely at the Customer’s own risk.
- kiutra accepts no liability for data loss, corrupted measurements, or inaccurate results arising from remote access sessions, whether during normal operations or force majeure events.
- Remote access sessions are subject to the same safety and conduct obligations as physical access, to the extent applicable.
- Technical errors or connectivity failures during remote access must be reported to kiutra immediately. Time lost prior to such reporting is billed as regular usage.
- Authentication credentials are personal and must not be shared. The Customer is responsible for all actions carried out under its access credentials.

ANNEX B: SAFETY BRIEFING & LAB CONDUCT ACKNOWLEDGMENT

I hereby confirm having received a mandatory safety training covering the following modules:

- Magnetic Field Safety
- Cryogenic Hazards
- Pressure & Mechanical Safety
- Electrical Safety & ESD
- Lab Conduct & Emergencies: Shared space confidentiality, emergency exits and mandatory "two-person" rules for high-risk manual tasks.

Acknowledgment:

☐ I confirm I have no cardiac pacemaker, neurostimulator, active implantable device, or other magnetically sensitive medical implant. Persons with non-active metallic implants confirm they have sought prior medical advice and informed kiutra staff accordingly.

☐ I acknowledge that this safety training is mandatory and must be repeated annually.

☐ I agree to bring no hazardous materials onto the premises, to refrain from photography or video recording, and to maintain absolute confidentiality regarding other guests and their activities.

Customer name: _____

User name: _____

Signed: _____

kiutra staff: _____

Signed: _____

Date: _____

ANNEX C: EQUIPMENT HANDOVER & RETURN PROTOCOL

System ID: _____

Start Date: _____

End Date: _____

Initial Handover Check:

☐ OK

Issues: _____

Final Return Check:

☐ OK

Issues: _____

Customer name: _____

User name: _____

Signed: _____

kiutra staff: _____

Signed: _____

Date: _____

ANNEX D: PRIVACY NOTICE (INFORMATION ACCORDING TO ART. 13 GDPR)

Controller: kiutra GmbH, Flößergasse 2, 81369 Munich, Germany; Email: info@kiutra.com

Data processed: Names, signatures, timestamps and IP addresses

Purpose and legal basis:

- Safety, security (Legitimate interest, Art 6 para 1 lit. f GDPR) and
- Billing (Fulfillment of a contract, Art 6 para 1 lit. b GDPR)

Retention: Up to 10 years for safety and billing data. Data used under the software data license granted in Section 4.5 will be retained in anonymized form only and for no longer than the period specified in that clause.

Rights: You have the right to access, rectify, erase, restrict processing of, or object to the processing of your data (Art. 15–21 GDPR). To exercise these rights, please contact kiutra GmbH directly.