

1. GENERAL

1.1 The following terms and conditions shall apply to any assembly, refurbishment and repair work which ALD Vacuum Technologies GmbH (ALD-VT) performs on the customer's equipment (GARRT). If ALD-VT also performs commissioning and training in the operation of equipment supplied by ALD-VT, the following terms and conditions shall apply accordingly.

1.2 The GTARR in the version in effect at the time shall also apply as a master agreement to future assembly, refurbishment or repair contracts with the same customer without ALD-VT having to expressly refer to them in each individual case. ALD-VT shall inform the customer immediately of any modifications to the GTARR.

1.3 These GTARR shall govern exclusively. Deviating, conflicting or additional general terms and conditions of the customer shall become an element of the contract only if and insofar as ALD-VT has expressly confirmed their validity in writing. This requirement of consent shall apply in each case, including, for instance, cases where ALD-VT, having knowledge of the customer's general terms and conditions, performs the service for the customer without reservation.

1.4 Individual agreements made with the customer in a specific case (including ancillary agreements, supplements and amendments) shall always take precedence over these GTARR. The content of such agreements requires the written confirmation of ALD-VT.

1.5 Legally relevant statements and notifications which the customer has to submit to ALD-VT after conclusion of the contract (such as deadlines, notices of defects, letters of resignation or reduction) require the written form to be effective.

2. CONCLUSION OF THE CONTRACT

2.1 ALD-VT's offers are subject to change without notice and non-binding and are simply a request to the customer to make an offer, unless explicitly specified otherwise in the offer.

2.2 The customer's purchase order for the service shall be considered a binding contract offer. Unless specified otherwise in the purchase order, ALD-VT has the right to accept this contract offer within two (2) weeks following its receipt.

2.3 A contract shall only take effect when ALD-VT has confirmed the order in writing. If ALD-VT does not send the order confirmation within the aforementioned 2-week period, the offer is considered refused. A delayed order confirmation shall be considered a binding contract offer by ALD-VT which the purchaser may accept within one (1) week.

3. PERSONNEL REQUIREMENTS, ASSEMBLY, REBURFISHMENT AND REPAIR DEADLINES

3.1 ALD-VT shall, at its discretion, deploy a sufficient number of qualified personnel depending on the type and extent of contracted services and the agreed duration of the service. In doing so, ALD-VT shall have the right to use an appropriate number of qualified personnel of subcontractors to perform the services.

3.2 ALD-VT shall estimate the anticipated time required for the contracted services based on its experience and to the best of its ability; the duration of the service estimated in this manner is non-binding unless there is a different express, written agreement with the customer. If the start date of the services is moved or their performance is delayed due to circumstances for which ALD-VT is not responsible, the duration of the service shall be extended reasonably, but at least by the time period, during which the circumstances causing such delay or move are in effect. The unavoidable cost incurred by ALD-VT or the customer due to this delay or move shall be borne by the customer.

3.3 If binding dates were agreed and the performance requires acceptance in accordance with Section 640 BGB [German Civil Code] or testing was agreed, ALD-VT shall have met the deadline if ALD-VT indicates to the customer the readiness for acceptance or testing before expiration of the deadline. If acceptance or testing is delayed for reasons for which ALD-VT is not responsible, ALD-VT shall have the right to withdraw its employees. The cost incurred by ALD-VT due to the delay, such as waiting times, additional travel expenses, shall be borne by the customer.

3.4 If the customer's equipment on which ALD-VT is asked to perform the assembly, refurbishment or repair service becomes unusable or deteriorates before acceptance of this service to an extent that it becomes impossible to perform the service required under the contract for reasons for which ALD-VT is not responsible, ALD-V shall be relieved of its performance obligation but shall retain its claim to the agreed payment less cost savings.

4. PRICES

4.1 Unless explicitly agreed otherwise, ALD-VT shall perform all assembly, refurbishment and repair work at the cost-based prices for the work performed which are in effect at the time of contract conclusion. Material and spare parts shall be delivered in accordance with ALD-VT's General Terms of Sale in effect at the time and billed additionally based on the price list in effect at the time.

4.2 Assembly, refurbishment and repair services shall also include travel, set-up, preparation and clean-up times.

The customer shall also assume travel expenses, the cost of transporting personnel, luggage and tools, per diem allowance for personnel, as well as luggage and flight insurance in reasonable amounts. Travel expenses shall be considered reasonable if they comply with ALD-VT's internal travel guidelines.

4.3 The prices listed are net prices. ALD-VT shall additionally bill for transaction taxes (VAT, etc.) according to the legal requirements in effect at the place of performance at the time of contract fulfillment.

5. PAYMENT TERMS

5.1 ALD-VT shall, at its discretion, send the customer a monthly bill for its services in pro-rated amounts which shall be agreed between ALD-VT and the customer separately, or after performance of the services.

5.2 In the absence of a special agreement, payment shall become due immediately and shall be made in euros without any deductions to the account specified by ALD-VT in the order confirmation within 30 days from the invoice date. Any fees, expenses or other costs which ALD-VT incurs in connection with the payment, such as from separately agreed payment surrogates (check, draft) or from payments in a foreign currency, shall be borne by the customer.

5.3 The customer shall have the right to withhold payments or offset them against counterclaims arising from other legal relationships only to the extent his counterclaims are undisputed or confirmed by a final judgment.

5.4 If the customer is late with a payment or defaults on a payment, the legal provisions of Sections 288 BGB, 353 HGB [German Commercial Code] shall apply.

6. CUSTOMER CONTRIBUTION

6.1 The customer shall reasonably support ALD-VT in the performance of the services for its customers including, without limitation, the provision of technical support (see item 7.) at the place of assembly, refurbishment or repair ("Place of Performance").

6.2 Furthermore, the customer shall obtain the regulatory permits required for performing the services according to the laws and other regulations in effect at the Place of Performance, make available the items or equipment to be assembled, maintained or repaired and render them in a condition so that ALD-VT can perform the work immediately upon its arrival. The customer shall also ensure that ALD-VT will not be interrupted in the performance of services by third parties or the customer.

6.3 The customer shall ensure the safety and protection of ALD-VT's employees and the items they brought with them to the Place of Performance, insure them adequately against all risks and hazards at the Place of Performance and take any actions required therefore. The customer shall advise ALD-VT of existing safety regulations. In case of major violations of safety regulations by ALD-VT's employees, the customer shall have the right to expel the perpetrator from and refuse him further access to the Place of Performance in consultation with ALD-V.

6.4 The customer shall track the working hours and work performed by the personnel deployed by ALD-VT and certify them weekly using the accounting forms provided by ALD-VT.

6.5 To the extent necessary, the customer shall support ALD-VT's personnel assigned to the services in finding suitable lodging and meals in the vicinity of the Place of Performance. The customer shall inform ALD-VT's personnel of all obligations they have to fulfill for local authorities (such as notifications, reports, etc.) upon arrival at the latest. The customer shall also support ALD-VT's personnel in dealing with local authorities and shall help them obtain the required certificates. If the Place of Performance is located outside Germany, the customer shall also represent ALD-VT towards authorities and take care of the necessary formalities.

6.6 The customer shall be responsible for the charges ALD-VT has to pay at the Place of Performance for the personnel deployed there (taxes, social insurance contributions, fees, etc.).

6.7 The customer shall notify ALD-VT promptly if an ALD-VT employee deployed at the customer site gets sick, dies or has an accident. The customer shall ensure the provision of medical care, transfer to the hospital or home, if necessary, or any other necessary actions, and shall advance the cost incurred therefore. ALD-VT shall reimburse the customer for these costs against submission of written evidence.

6.8 The customer shall also reasonably support ALD-VT in transporting and sending back the assembly, repair and testing tools made available by ALD-VT as well as replacement and exchange parts.

7. TECHNICAL SUPPORT BY THE CUSTOMER

7.1 The customer shall, at its expense, provide ALD-VT with reasonable and necessary technical support including, without limitation:

7.1.1 Providing the required qualified support personnel in necessary numbers and for the necessary length of time; this support personnel shall follow the technical and other functional instructions of the contact person designated



- by ALD-VT. Liability for the support personnel shall remain with the customer.
- 7.1.2 Performing the required excavation, construction, bedding and scaffolding work including the procurement of the necessary building materials;
 - 7.1.3 Providing necessary fixtures and heavy tools and other necessary utensils and materials;
 - 7.1.4 Providing heating, lighting, power, water including required connections and other equipment;
 - 7.1.5 Providing dry and lockable rooms for storing materials and tools;
 - 7.1.6 Transporting any tools and parts at the Place of Performance, to the extent necessary; protecting the Place of Performance and required materials against detrimental effects of any kind and cleaning the Place of Performance;
 - 7.1.7 Providing suitable theft-proof break and work rooms (with heating, lighting, washing facilities and sanitation) and providing first aid for ALD-VT's personnel;
 - 7.1.8 Providing materials and taking all other actions which are necessary if the delivery item is subject to provisions agreed separately or if testing is necessary.
- 7.2 If the customer fails to perform his obligations to cooperate and provide technical assistance, ALD-VT shall, without prejudice to other rights, have the right, but shall not be obligated to perform these actions which are the customer's responsibility in his stead and at his expense.
8. **ADDITIONAL TERMS AND CONDITIONS FOR REPAIRS PERFORMED IN AN ALD-VT PLANT**
The following terms and conditions shall apply to repair work performed by ALD-VT in one of its own plants; they shall take precedence over the aforementioned terms and conditions if they contradict them:
- 8.1 The customer shall deliver the repair item to ALD-TV at the agreed plant on time and at its expense and risk.
 - 8.2 The customer shall deliver the item to be repaired in packaging which permits easy and safe handling and is suitable to be reused for the return transport. The risk and cost resulting from non-conformance with this provision shall be borne by the customer.
 - 8.3 ALD-VT shall store the item to be repaired using its customary care. The risk of accidental deterioration or destruction shall be borne by the customer.
 - 8.4 The customer is obligated to accept the repair service immediately upon notification of the readiness for dispatch at its expense. If the customer fails to do so, the acceptance shall be considered to have been granted 10 working days following the notification of completion of the service.
 - 8.5 ALD-VT shall send the repair item to the address provided by the customer at the customer's expense and risk. Unless expressly specified otherwise by the customer, ALD-VT shall insure the repaired item against customary transport risks including breakage at the customer's expense.
 - 8.6 If the return shipment of the repair item is delayed for reasons for which ALD-VT is not responsible, the customer is obligated to pay for the repair costs from the time of notification of readiness to dispatch, and the risk shall transfer to the customer at the same time.
 - 8.7 ALD-VT shall have the right to withhold the repair item until claims of any kind resulting from the business relationship including secondary claims have been paid by the customer.
9. **ACCEPTANCE**
- 9.1 If requested by ALD-VT, acceptance has to be performed immediately upon completion of the service. The customer shall confirm conformance with the contract by signing a declaration of acceptance.
 - 9.2 If neither party requests acceptance or if acceptance is delayed for reasons for which ALD-VT is not responsible, the service shall be considered accepted upon commissioning by the customer, but no later than upon expiration of ten working days after written notification of service completion or corresponding billing.
10. **WARRANTY**
- 10.1 If the service performed by ALD-VT does not have the quality agreed in the contract, ALD-VT shall have the right to cure by remedying the defect.
 - 10.2 If the cure fails or if ALD-VT refuses to cure, the customer may, at his discretion, require a decrease in the purchase price (reduction) or cancel the contract (withdrawal). However, the customer shall have no right to withdraw if the contract violation is minor, particularly if the defects are minor. Other warranty rights of the customer are excluded unless otherwise provided in the provisions set forth below.
 - 10.3 Subject to Section 640 Paragraph 2 BGB, the customer must provide a notification of obvious defects in writing no later than three weeks after acceptance or the date applicable according to item 9.2; notification of non-obvious defects has to be given promptly, but no later than within three weeks of discovery of the defect or the date when the defect became obvious. The notification of defect has to state which defects were noted and whether they were discovered immediately or only after further processing

- of the parts or commissioning of the equipment. If the customer fails to provide a notification of defect which is timely and proper in terms of content, the warranty claims shall be excluded. ALD-VT shall have the right to have the deficiency examined on site by its own employees, and the customer shall give ALD-VT sufficient access and opportunity to do so.
- 10.4 The customer shall grant ALD-VT the time and opportunity necessary to perform all rework which seems to be reasonably required; otherwise, ALD-VT shall be released from its obligation to correct defects. Notwithstanding the aforesaid and only in urgent cases – if, for instance, operational safety is at risk or to prevent disproportionate damage – or if ALD-VT is in default regarding correction of a defect, the customer shall have the right to correct the defect on its own or have it corrected by third parties and demand from ALD-VT reimbursement of the reasonable, necessary costs therefore; in any case, the customer shall notify ALD-VT promptly thereof.
 - 10.5 ALD-VT shall only be responsible for the direct costs resulting from the cure to the extent that the complaint turns out to be justified and notification of the contract violation was given properly and timely according to item 10.3. This includes reasonable cost of removing and installing the delivery item damaged due to faulty performance or the affected parts and the transport, work, road and material costs. Other than that, the customer shall bear the costs.
 - 10.6 In the absence of an instance of fraudulent concealment, the statute of limitation for contractual and legal claims shall be 12 months from the date of acceptance or completion of the service in accordance with item 9.1 and 9.2. Claims for damages because of injury to life, body or health and damage caused intentionally by ALD-VT do not fall under this statute of limitation. Insofar, the legal statutes of limitation shall apply.
 - 10.7 In case of a cure, the statute of limitation period shall take effect at the earliest three months following the date of rework completion.
11. **FORCE MAJEURE**
Force majeure refers to an event or to circumstances outside the control of ALD-VT including, without limitation, war or war-like conditions, riots, revolution, terrorist acts, strike and lockout, release of or contamination with radioactive radiation, natural disasters such as earthquakes, storms, lighting, tsunamis or similar events. If ALD-VT is prevented from meeting its contractual obligations on grounds of force majeure, it shall insofar be released from its performance for the duration of the impact of force majeure. ALD-VT shall in any case promptly give the customer detailed written notification thereof. Should the interruption of performance on the grounds of force majeure continue for more than six months, the customer and ALD-VT shall consult with each other regarding continuation of the project. However, ALD-VT shall in no case be liable for damage of any kind resulting from the interruption of performance by force majeure.
12. **OTHER LIABILITY**
- 12.1 ALD-VT shall be liable for damages – regardless of the legal basis – in the event of intent or gross negligence. In cases of ordinary negligence, it shall only be liable
 - (i) for damage arising from injury to life, body or health,
 - (ii) for damage arising from the violation of a material contractual obligation (i.e. an obligation the fulfilment of which is essential for the proper implementation of the contract and on the fulfilment of which the contractual partner regularly relies and may rely). Notwithstanding the following paragraph, in this case, ALD-VT's liability shall, however, be limited to foreseeable, typical damage in all cases.
 Liability according to preceding item (ii) shall be limited to the respective net order value of the assembly, refurbishment or repair service, unless ALD-VT is guilty of gross negligence according to 12.1 Sentence 1 or if the damages fall under (i). If it becomes impossible for ALD-VT to perform the entire service before acceptance according to item 9., the customer may withdraw from the contract. If part of the service performance is impossible, the customer may reduce the consideration accordingly; if the customer has a justified interest in refusing a partial service performance, sentence 1 shall apply. ALD-VT shall reimburse the customer for payments already made.
 - 12.2 The customer shall also have the right to withdraw, if a service is delayed for reasons for which ALD-VT is responsible - and a reasonable grace period combined with the warning that the customer will refuse acceptance of the service after unsuccessful expiration of the deadline - has expired unsuccessfully.
 - 12.3 The limitations of liability arising from 12.1 do not apply if ALD-VT has fraudulently concealed a defect or accepted a warranty specifying the quality of performance. The parties shall agree on warranties separately and in writing.



13. APPLICABLE LAW, JURISDICTION

- 13.1 All legal relationships between ALD-VT and the customer shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of international uniform law including, without limitation, the United Nations Convention on Contracts for the International Sale of Goods.
- 13.2 The exclusive place of jurisdiction for all disputes arising from and in connection with the relationship between the parties under this contract shall be Frankfurt am Main. However, ALD-VT shall have the right to file suit at the customer's principal place of business.