



1. GENERAL

- 1.1 The Web Shop is only available to registered customers who meet certain requirements specified by ALD-VT. The customer warrants that the information provided as part of the registration process is correct and shall notify ALD-VT immediately in writing if the facts provided have changed.
- 1.2 The following terms and conditions apply to all deliveries and services by ALD Vacuum Technologies GmbH (ALD-VT) which the customer orders from this web page. We do not recognize the customer's general terms and conditions; they shall not become part of this contract under any circumstances.

2. CONCLUSION OF THE PURCHASE CONTRACT

- 2.1 The customer's order constitutes an offer to ALD-VT to conclude a purchase contract. As soon as the customer places an order with ALD-VT, ALD-VT shall send a message confirming receipt of the order and stating its subject matter and content (order confirmation). This order confirmation does not constitute acceptance of the offer, but is merely intended to notify the customer that his/her order has been received by ALD-VT.
- 2.2 A purchase contract does not come about until ALD-VT ships the ordered product to the customer and gives notification thereof by e-mail (shipping confirmation) or confirms acceptance of the order in a second e-mail prior to shipping (contract confirmation). If the order is sent to the customer in more than one shipment, it may happen that the customer will receive a separate shipping confirmation for each package. In such a case, each shipping confirmation shall result in a separate purchase contract between ALD-VT and the customer regarding the products listed in the respective shipping confirmation.

3. PRODUCT DESCRIPTION/DOCUMENTS

- 3.1 All product descriptions available in the Web Shop are indications and as such non-binding unless they have been expressly designated as binding. If there are conflicts between specifications in the Web Shop and in the documents included with products, the latter shall have precedence. Therefore, before installation or any other use, customers shall verify that the specifications of the delivered products meet their requirements.
- 3.2 ALD-VT reserves all ownership rights and copyrights to all documents made available by ALD-VT; they may not be used, reproduced or otherwise made available to third parties for a purpose other than the one specified by ALD-VT and do not give the right to replication of individual parts.

4. PRICES, PACKAGING

- 4.1 The prices listed in the Web Shop are net prices excluding packaging and transport. ALD-VT shall additionally bill for transaction taxes (VAT, etc.) according to the legal requirements in effect at the time of contract fulfillment.
- 4.2 In addition, ALD-VT shall charge for reasonable costs of transport and packaging.
- 4.3 If a listed price is incorrect, ALD-VT shall notify the customer immediately after discovery of the error. In that case, the customer shall have the right to cancel the order or confirm it at the correct price. If cancelled, ALD-VT shall immediately refund any payments made.

5. DELIVERY

- 5.1 ALD-VT delivers the purchased products (EXW Incoterms® 2010) to the delivery address within the EU specified by the customer. The respective plant or the respective manufacturer plant of ALD-VT shall remain the place of delivery. In terms of costs, No 4.2 shall apply.
- 5.2 ALD-VT shall provide information about product availability in the Web Shop. All data regarding the availability, shipment or delivery of a product are merely estimates and approximate values. They are not binding or guaranteed shipping or delivery dates. Insofar as ALD-VT determines during processing of the order that products ordered by the customer are not available, it will separately notify the customer thereof.
- 5.3 ALD-VT shall have the right, within reason, to make partial deliveries, unless expressly agreed otherwise. Partial delivery of products which do not constitute a functional unit shall always be considered reasonable.

6. RETENTION OF TITLE

- 6.1 The delivery item shall remain the property of ALD-VT until complete payment of all claims of any kind including secondary claims by ALD-VT towards the customer. If the customer defaults on a payment, ALD-VT shall have the right to take back the delivery item as a security. Assertion of the retention of title and attachment of the delivery item by ALD-VT

shall not be considered a withdrawal from the contract. If the validity of the retention of title in the customer's country depends on compliance with special formal requirements, the customer shall notify ALD-TV thereof and shall, at its own expense, make sure that these requirements are met.

- 6.2 The customer shall have the right to dispose of the delivery item in the course of regular business activities. The customer shall assign at this time to ALD-VT all claims from disposition of the delivery item owned by ALD-VT, regardless of whether it is justified or unjustified. The customer shall have the right to collect the claim in his/her own name unless ALD-VT revokes this right.
- 6.3 The customer is permitted to process, blend or combine the delivery items under retention of title for ALD-VT which is thus considered the owner. If the ownership right of third parties remains in force in the event of processing, mixing or combination with their products, ALD-VT shall acquire co-ownership based on the ratio of the invoice value of the delivery item under retention of title to that of the other materials. If the customer acquires sole ownership by law, he shall hereby grant ALD-VT proportionate co-ownership and shall hold the item in trust for ALD-VT. The provisions of this Section 6 shall apply equally to the co-ownership share.
- 6.4 ALD-VT is obliged to release, at the customer's request, securities to which it is entitled to the extent that their value exceeds the amount of the claims to be secured by more than 10%.
- 6.5 In case of attachments, seizures or other interventions of third parties, the customer shall notify ALD-VT immediately and reasonably support it in taking defensive measures.
- 6.6 As long as the delivery item is owned by ALD-VT, the customer shall insure it at its expense against theft, breakage, fire, water and other damage in the amount of the net purchase price of the delivery item. This shall also include liability insurance including damage due to processing and eliminating the exclusion of damage to items which are the subject of rental, leasing and lending contracts (Section 7.6 AHB (2008)). The customer shall furnish proof of insurance coverage if requested by ALD-VT. If the customer does not furnish the requested proof within a reasonable time, ALD-VT may take out the insurance itself at the customer's expense.

7. WARRANTY

- 7.1 ALD-VT warrants that the delivery items meet the binding specifications and are free of defects in material and workmanship. ALD-VT shall not warrant any more far-reaching use for a particular purpose.

Furthermore, ALD-VT does not provide a warranty for ordinary wear and tear. For replacement materials, parts which due to their material composition or the type of application are subject to increased wear or harsher operating conditions (such as thermocouples and their protective fittings, crucibles and tubs, annealing sleeves, brick lining and stamping of baths, packings, seals, plastic parts, heat insulations), it is assumed that the defects were caused by the special operating conditions after delivery. Furthermore, ALD-VT does not provide a warranty for consequences resulting from chemical, electrochemical or electrical factors as well as from electric arcs or electron beams (unless they are the fault of ALD-VT).

- 7.2 If the delivery item is defective, ALD-VT may, at its discretion, deliver another product which is free from defects or correct the defect. If such subsequent performance fails twice, the customer may, at its discretion, require a decrease in the purchase price (reduction) or cancel the contract (withdrawal). Claims for damages are subject to Section 9. However, the right to withdraw does not apply if the defect is minor.
- 7.3 Upon receipt at the delivery address, the customer shall promptly inspect the delivery items for defects using accepted methods and a sufficient number of samples and immediately provide notification of the detected defects. The notification has to specify the detected defects and indicate whether they were noted upon delivery or only after further processing of the parts. ALD-VT shall have the right to verify the existence of defects by its own employees on site. To the extent necessary, the customer shall grant ALD-VT's employees access to the business premises and access to the defective parts.



7.4 If ALD-VT delivers a replacement product which is free from defects, ALD-VT shall bear the cost of transport and the customer the cost of uninstalling the defective product and installing the replacement product, unless expressly agreed otherwise.

7.5 Unless there is a case of fraudulent concealment, the statute of limitation period for warranty claims shall be 12 months after delivery at the customer's delivery address. The statute of limitation for warranty claims regarding replacement products delivered under subsequent performance shall be three months after their delivery, but shall in no case expire earlier than the statute of limitation for the original delivery item.

8. LIABILITY FOR INFRINGEMENT OF INDUSTRIAL PROPERTY RIGHTS

8.1 If use of the delivery item results in an infringement of industrial property rights or copyrights of third parties in Germany, ALD-VT shall, at its expense, obtain the right to further use for the customer or modify the delivery item in a manner which is reasonable for the customer so that there is no further infringement of industrial property rights. If this is not possible under economically reasonable terms or within a reasonable time, the customer shall have the right to withdraw from the contract. Under the conditions mentioned, ALD-VT shall also have a right to withdraw from the contract. Furthermore, ALD-VT shall indemnify the customer from and against claims that are undisputed (by ALD-VT) or claims of the respective industrial property right owners confirmed by final judgment.

8.2 ALD-VT's obligations stated under 8.1 shall be conclusive subject to Section 9.1 in the event of an infringement of industrial property rights or copyrights. They apply only if

- (i) the customer informs ALD-VT promptly of asserted infringements of industrial property rights or copyrights
- (ii) the customer reasonably supports ALD-VT in defending against the asserted claims or makes it possible for ALD-VT to perform the modification measures according to 8.1,
- (iii) ALD-VT reserves the right to all defensive measures including out-of-court settlements,
- (iv) the infringement of industrial property rights is not based on an instruction by the customer,
- (v) the infringement was not caused by the customer making unauthorized changes to the delivery item or using it in a manner contrary to this contract.

9. LIABILITY

9.1 ALD-VT shall be liable for damages – regardless of the legal basis – in the event of intent and 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 from a breach of a fundamental contractual obligation (i.e. an obligation the fulfillment of which first enables the contract to be properly performed at all and compliance with which the party to the contract typically relies on and is entitled to rely on); in this case, ALD-VT's liability shall be limited to typically foreseeable damages.

Liability according to (ii) above shall be limited to the net order value of the respective order unless ALD-VT is guilty of gross negligence according to 9.1 sentence 1 or if the damage is covered by item (i).

9.2 The limitations of liability arising from 9.1 do not apply if ALD-VT has fraudulently concealed a defect or accepted a warranty specifying the quality of the product. The same applies to claims by the customer under the German Product Liability Act or other rules pertaining to mandatory liability.

10. APPLICABLE LAW, JURISDICTION

10.1 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.

10.2 The exclusive jurisdiction for all disputes arising from or in connection with the delivery relationship between the parties shall be Frankfurt am Main. However, ALD-VT shall have the right to file suit at the customer's principal place of business.