

GENERAL TERMS AND CONDITIONS of BUSCH Semiconductor Vacuum Group GmbH

These general terms and conditions, form the basis of the contracts concluded between **BUSCH Semiconductor Vacuum Group GmbH**, Tiroler Straße 80, 9500 Villach, Austria, hereinafter abbreviated Busch, and its customers.

Busch is a worldwide operating, highly professional company in the semiconductor vacuum sector. We offer leading vacuum and positive pressure technology and guarantee our customers the best service by the best employees.

1 Important information - readability and und navigation through the general terms and conditions

Busch is a worldwide operating family business with highly professional employees. The contact and the honest, benevolent and professional trust with our customers are as important to us as the relationship with our employees. Trust is the basis of every successful relationship and this is how we want to encounter you in this general terms and conditions.

For easy readability and navigation we call your attention here to a few formatting features, that you should pay special attention to when reviewing our general terms and conditions.

BOLD: When we print something in BOLD, it is to draw your attention to it. It may be that they are important keywords that you are looking for or may need in connection with the examination of the general terms and conditions.

BOLD and UNDERLINED: When we print something in BOLD and UNDERLINED, you should examine these provisions particularly carefully. In this case, in our view, they are material obligations that affect you as a customer.

2 Definition of terms

In the following some terms of these general terms and conditions will be defined in more detail in order to achieve the most universal possible understanding of our regulatory content. If some terms are nevertheless unclear or there are different perspectives, the legal definition of the term shall apply in case of doubt.

2.1 Unforeseen events

Unforeseen events are events that can have a sudden impact on our performance, whether that impact is direct, indirect, short-term or long term. These events represent disruptions or impairments to our daily business practices and require that a forecast can only be made by a person specifically trained to deal with this form of event.

Unforeseen events are generally outside the sphere of influence of Busch and the determination of whether or not events are within the sphere of influence of Busch can be determined solely by the subjective determination of the management of Busch.

Examples of such unforeseen events are: operational disruptions, labor disputes, delays in the delivery of essential raw materials or components, natural disasters, etc..

2.2 Special conditions of transport

Special transport conditions are circumstances that are unforeseeable for non-expert persons. For example, these could be extreme external influences, such as very high humidity, direct sunlight, large shocks, untypical inclinations or similar.

3 Scope of application

3.1 All services provided by Busch in connection with the products offered shall be performed exclusively on the basis of these general terms and conditions and the relevant contractual amendments. Conflicting or deviating general terms and conditions of the customer shall not apply. These general terms and conditions shall be submitted with each contract and shall apply to the respective product and the respective service irrespective of which batch is involved or which additional services may be included in the order. Accordingly, all service performances, maintenance and other services are also covered by the provisions of these general terms and conditions.

3.2 The principle of this general terms and conditions binding applies to services and goods even if they are transnational services or goods.

4 Business initiation and offer

4.1 Any form of business initiation, be it a routine already known business at usual terms and conditions or a completely new business, regardless of the content of the business, requires the **written form**. Intermediate agreements or oral declarations which have not been included in the offer procedure at least as a short protocol are in any case irrelevant for subsequent claims of any kind.

4.2 Please note that we are happy to prepare checklists and/or order lists independently and also at the customer's request, which can be used for regular orders with different detailed conditions to describe the product or service.

4.2.1 If you send us such an order list, it automatically becomes part of the quotation and serves as the basis for assessment.

4.2.2 If you yourself have entered incorrect information when filling out this order list and do not inform us in a timely manner of the incorrect information or values entered, you have no right to claim the product or service on the basis of

these deficiencies. In this case, Busch would also not assume any warranties or liabilities for possible consequential damages.

4.3 Quotations that we prepare for you usually include information such as illustrations, drawings, weights, dimensions, performance and consumption data. However, these details are not to be understood as final details, as changes may occur due to construction.

5. Obligations of the customers

5.1 If you are a customer, you undertake to provide all information truthfully and correctly at all times. You are also obligated to inform us immediately in the event of changes in contact or address data.

5.2 As a customer, you also have the obligation to review all offers, contracts, contract components and or protocols that have been prepared in the course of the business initiation with us for your needs and to assure us that no contractual details are approved by you that are not compatible with your objective intention to conclude the contract.

5.3. Applicable and current legal requirements have to be respected by customer regarding proper use, resell and export of equipment.

6. Prices and price adjustment

6.1 Prices and price adjustments are based on the agreements made with you as customer and our internal calculations. All pricing of Busch is dependent on the current market value of the individual components as well as our calculation benchmarks. We take into account all protocols, order details, specific requirements and previous experience with you as a customer in order to find the best price for you.

In this respect, we also take the liberty, in the event of delivery failures, shortages of raw materials at our suppliers or all other influences over which we ourselves have only limited or no control, to subsequently adjust prices, postpone delivery targets or, in the worst case, to modify orders if we do not receive components.

In each of these cases we would contact you beforehand, explain the current situation in detail and inform you specifically about your options.

6.2 All our prices are ex works (office). Included in the prices are costs for loading, not included are the costs for packaging and VAT.

6.3 The risk for market-dependent increases in the price of materials or increases in the area of personnel, general production costs (electricity, water, etc.) or in the area of special production costs (gases, waste, etc.) is always borne by you as the customer. In the event of a sudden increase in

such costs, you will be informed in advance in any case. **In the case of ongoing projects that continue over a longer period of time, a cost increase caused by the market does not entitle you to withdraw from the contract.**

6.4 In the case of work services, such as repairs, assembly, maintenance and similar work, we shall charge the hourly rates and material prices applicable at the time of completion of the work service; travel and waiting times are working times. For overtime, night, sunday and holiday work, the surcharges applicable at our company will be charged.

6.5 For deliveries up to an order value of € 75,-- (excluding VAT) we charge at our discretion either a surcharge of € 7,50 or deliver only against cash on delivery.

7. Delay of payment and reminder

7.1 In the event of a delay in payment, we first try to determine the circumstance that caused it. We do this in order to provide the greatest possible understanding of unforeseeable events or circumstances that prevent proper compliance with the granted payment deadline and to value you as a customer to the greatest possible extent.

7.1.1 Our efforts to show understanding in such cases, however, do not change the fact that from the expiry of the payment deadline, we charge the usual **reminder fees of € 20,--** per order and the **usual bank interest on arrears**. In addition, we will also charge all costs incurred by us due to your default. These could be, for example, costs for legal advice, costs of a collection agency or storage costs.

7.1.2 **It should be noted that we will also charge you for costs incurred by us in connection with a delay in payment on your part, through our own contracts with service providers or sub-service providers (penalties).**

7.2 **Any form of retention or set-off of payments against counterclaims of the customer disputed by us is excluded.**

7.3 **We reserve the right to offset any claims to which we or the Busch Group of Companies are entitled against counterclaims of the customer at any time.**

8. Packing, transport and deliveries

All our delivery items are professionally packed. In doing so, we pay attention to standards of packaging that are valid for us and that are suitable for the safe transport of the goods according to our wealth of experience.

8.1 We do not accept any responsibility for damage that may occur due to special conditions during transport.

8.2 In case of orders exceeding the European area as well as in case of transnational orders within the EU or the EEA, it is the customer's responsibility to inform himself/herself

about the necessary national import and packaging regulations as well as all necessary labeling regulations.

8.3 In the case of returns or shipments where you send us products for repair or maintenance or for any other reason, you bear the corresponding responsibility for the necessary delivery, transport, hygiene and declaration regulations. For example, components must be labeled as hazardous goods if necessary, which must also be observed when commissioning the transport company.

Furthermore, all goods received by us must be properly sealed. Inlets and outlets of the pumps must be closed with metal flanges and fastened with at least four screws. The flanges must be mounted with appropriate gaskets (flat gasket or O-ring). All other connections open to the outside (such as measuring connections and flushing and cooling gas hoses) must be closed with metal plugs (e.g. Swagelok, VCR, KF). The pump should always be shipped with a completed contamination declaration FOR.441 attached to the pump. Please note that the declaration must be attached to the pump during shipment. Vacuum pumps must always be sealed with metal flanges, even if the pumps have been exposed to hazardous chemicals.

If the components do not arrive to us properly, we will have to charge extra for proper and safe assembly.

8.4 You agree to indemnify and hold us and all Busch Group companies harmless from and against any and all administrative penalties or fines incurred or to be incurred as a result of improper packaging and labeling.

9. Commissioned suppliers

9.1 Suppliers commissioned by us shall only be liable for damage to the extent that our transport insurance covers such damage.

9.2 If the delivery is made with our own vehicles or suppliers, the risk is transferred when the goods leave the premises, just as in the case of conventional delivery.

9.3 In the event that a supplier commissioned by us finds conditions at the destination that make it impossible for him to deliver the goods properly, e.g. the recipient is absent, the access road is blocked or obstructed, etc., we are forced to return the goods to us at your expense and to charge you for the double transport as well as the necessary storage.

10. Contract fulfillment, shipment and delay

10.1 Delivery and any associated delivery periods or delivery conditions shall only commence upon delivery of the order confirmation. This presupposes in any case that the ordering process has been completed in advance and includes that all necessary order details, be it goods and price, technical details, delivery conditions, warranty claims, information on

installation, etc. have been discussed in detail and made part of the offer in writing.

10.1.1 Under no circumstances shall the delivery period begin to run before the conditions specified in 10.1. Busch shall not assume any liabilities, warranties, assurances or other obligations prior to the perfection of the order.

10.1.2 Also crucial for the start of the delivery period is that the deposit stated in the offer must be paid in full in order to trigger a further process.

10.2 The delivery deadline shall be deemed to have been met if the delivery item has left the factory before the deadline expires and is on its way to the agreed delivery destination. **Receipt of the delivery item at the delivery destination does not constitute a relevant basis for determining the success of timely delivery.**

In some cases, it may also be sufficient that our notification of our readiness to deliver is already deemed sufficient, even if the delivery item has not yet left the factory.

10.3 In the event that unforeseen events occur, the delivery period will be extended by a period subjectively assessed by us. In this case, you would be notified about it in any case. You cannot make any claims or claims for damages against us due to unforeseen events.

In the event of an unforeseen event, we are also entitled to partially or completely withdraw from the contract with you, without giving rise to any claims for damages or insisting on further performance of the contract. **Any form of claims on your part will be excluded in this case.**

10.4 The delivery obligation associated with the contract is subject to the timely and correct delivery of the raw materials or components required by us. **If the delivery of these raw materials or components is delayed due to circumstances for which we are not responsible, we shall be entitled to reasonably extend the delivery period.** In any case, this shall not give rise to any claims for damages against us or against third parties. Penalty payments, which may result from the contract, are also excluded on our part.

10.5 The shipment is at your own risk and expense as the purchaser. We reserve the right to decide on the type of dispatch and the dispatch route, to the exclusion of any liability. If you wish a transport insurance, you must give us a corresponding order for this. Without an order, no transport insurance will be taken out by us. The costs for transport insurance shall be borne by you as the customer in any case.

10.6 Depending on the order and component availability, we are also entitled to make only a partial delivery. The additional costs for the additional delivery shall only be borne by us if a partial delivery could have been prevented. The assessment of whether a partial delivery could have been prevented or not is exclusively at our subjective discretion.

10.7 In the event of delays in delivery due to disruptions in your sphere, you shall pay the storage costs for storage in

our factory (office), but at least 0.5% of the invoice amount per month.

Should such a case occur, we shall also be entitled to set a reasonable period of grace during which the goods can be delivered and accepted. Should this period of grace expire fruitlessly, we shall be entitled to freely dispose of the delivery item, to withdraw from the contract or to modify it in our favor. In addition, we shall be entitled to claim damages for non-performance. The claim for damages shall in any case be assessed at a minimum of 10% of the total order value.

11. Transfer of risk

11.1 If a delivery leaves our office (demarcation by the outermost edge of the property), all risk shall pass to the customer. This is also the case if it is only a partial delivery or other services such as shipping costs, delivery or installation.

11.2 If the shipment is delayed due to circumstances beyond our control, the risk shall pass to the customer upon notification of readiness for delivery.

12. Trademark protection and technical property rights

Each of our products is based on the decades of experience of our company and those of the Busch group of companies. The acquired know-how is the guarantor for best quality and service.

However, this know-how must be protected, because it forms the basis for all our actions.

12.1 If you purchase products from us, construction plans, drawings, models, plans, calculations, type descriptions, pictures, fonts, blueprints, logos, trademarks, word-writing signs and all other components that refer to us are protected and may only be used for the intended purpose.

12.2 Any infringement of these property rights may result in serious claims for damages on our part. An infringement of property rights may occur, for example, if details of the technical design of our products are discussed with uninvolved third parties or if plans, drawings, etc. are forwarded in writing to uninvolved third parties.

12.3 As part of a benevolent and appreciative business relationship, we expect you to consult us before disclosing any information to uninvolved third parties and not to disclose any information without our permission.

13. Work services

13.1 In the case of work services, all necessary auxiliary personnel as well as equipment, scaffolding, lifting tools, barriers, electrical power, etc. must be made available to us in good time and free of charge, even if assembly is included or a lump sum price has been negotiated for you.

If a substructure is required, this must be completed before the fitters arrive.

13.2 The customer shall ensure that all necessary safety equipment for the protection of persons and property has been set up prior to the arrival of the fitters.

13.3 Neither we nor the companies of the Busch Group assume liability for auxiliary personnel, equipment and auxiliary materials provided. **The responsibility for ensuring that the auxiliary personnel provided are appropriately trained and know how to ensure their personal safety at work lies with the party providing them. This is also the case if a transfer contract with a clause to the contrary would exclude this.**

14. Safety measures, employee protection, environmental protection

As part of the Busch Group of Companies, we also focus on the protection of our employees and the protection of our environment.

The personal well-being, health and satisfaction of our employees are enormously important to us. We also strive to protect our environment, to produce sustainably and to save energy.

In order to be able to guarantee this, it is necessary that we set appropriate minimum standards that ensure the protection of personnel and the environment.

14.1 As already described in item 13, you are required to make appropriate preparations before the arrival of our fitters to ensure safety and environmental protection at the workplace. In concrete terms, this includes the following points:

- The arriving personnel must be informed by an authorized and trained person about the necessary safety equipment. This usually includes fire safety precautions and alarm and escape plans, first aid facilities, escape routes, etc.
- If chemicals or hazardous substances are used at the site, our personnel must be informed about this. Likewise, the behavior in case of contact with these substances must be discussed.
- The disposal of packaging must be regulated.
- Our personnel must be informed about the disposal options for oils and greases used.

14.2 In the event that your company or the work to be carried out is subject to special protective regulations or requirements regarding waste management, you must inform us in advance so that we can also comply with these requirements.

15. Retention of title

15.1 We reserve title to the delivery item until full payment of all claims to which we or the Busch Group of Companies are entitled for whatever legal reason.

15.2 Transfer or sale of the delivery item is only permitted if it has been acquired by payment of the full purchase price as well as all necessary license fees and if no trademark and/or technical property rights of Busch or a company of the Busch Group would be impaired by the sale. In the event of a transfer to third parties through seizure or confiscation, we must be informed immediately.

15.3 If the delivery item is connected with other parts, machines or things, our claims shall continue to exist and, in the case of fixed connections, shall extend to the new construction. This also applies to possible rentals or sales of the item as well as any form of technical property rights that may be affected by this.

In this context, we reserve the right to assert and enforce claims for damages in any form. This may also mean that claims for damages are made even if the original purchase price has already been paid.

15.4 The customer may only assert claims against us as long as outstanding payments are settled on time and there is no insolvency.

15.5 In the event of breach of contract on the part of the customer, we shall be entitled to take back the delivery item at the customer's expense. The existing contract shall remain in force. In the event that a return would not be possible, we reserve the right to prohibit the further use of the delivery item.

15.5.1 In addition, we shall be entitled to sell the delivery item taken back. This shall also apply if we have constructed the item according to your design plans, samples or models. Claims on your part do not arise in this case.

15.5.2 The proceeds thus obtained will be credited against our outstanding debt after a manipulation fee of 10% of the proceeds obtained.

16. Warranty, liability and availability

16.1 In the event that you as the purchaser incur damage due to a delay in delivery caused by us and this has not occurred due to unforeseen circumstances, you shall be entitled to compensation of 0.5% per full week, but not more than 5% of the value of that part of the delivery which cannot be used on time or for the intended purpose as a result of the delay or, in the case of other services, 5% of the service charge.

16.2 Busch does not assume any warranty for deviations within the standard of dimension, weight and quality of our products. The determination of a deviation

must in any case be made by an independent court-certified expert. The costs of this expert opinion are to be borne by you as the customer in any case.

16.3 Busch shall only be liable for such defects that occurred within one year from the transfer of risk as a result of a cause prior to this point in time. **For all other services (e.g. assembly, repairs, maintenance, delivery of replacement parts, etc.) the individual periods shall apply.**

16.4 The maximum warranty claim shall in any case be based on the respective statutory provisions as well as on the customary market use. If a warranty claim has to be determined because, for example, the calculated operating hours have already been exceeded or the item has been used beyond the standard, the independent determination result shall be decisive for the warranty claim. In any case, the customer shall bear the costs for the necessary investigation.

16.5 In the event of a justified warranty claim, we are entitled, at our discretion, either to replace the defective component or its defective individual parts with defect-free ones or to grant you an appropriate credit note corresponding to the price reduction. However, the decision on the replacement, i.e. the repair or the credit note, shall be left to us.

In any case, the warranty shall not be extended either by credit note or by rectification.

The replaced parts shall become our property upon replacement.

16.6 For vacuum pumps that are overhauled by us, we grant a warranty extension of six months from the completion of the general overhaul.

16.7 We will not reimburse the costs of any rectification of defects carried out by you or a third party.

16.8 Damage of any kind shall not give rise to a claim for damages against us or other companies of the Busch Group of Companies, unless caused by gross negligence on our part. In any case, the damage must be determined by an independent expert.

Claims of this kind must be reported to us immediately and can only be asserted in court. Any prejudicial settlement is excluded.

16.9 In the event that components are affected by defects originating from our suppliers, we shall only be liable to the extent that we ourselves can assert warranty claims against our suppliers.

Should one of our suppliers cease its business activities (insolvency, etc.), we exclude any transfer of warranty claims to us, even if different components are combined into a new product through the production process.

16.10 Fabrications made on your behalf and according to your drawings, calculations, design plans or models are not covered by the same warranty claim as fabrications of our

design. In principle, they are manufactured according to your wishes, which means that there is no general warranty claim. Furthermore, the customer indemnifies us and does not claim any compensation for defects resulting from incorrect calculations or construction plans.

17. Waiver of rescission

The customer waives, to the extent permitted by mandatory law, the right to contest contracts with us or companies of the Busch Group, to demand their adjustment or to claim that the contract was not validly concluded or is null and void.

18. Final provisions

18.1 Austrian substantive law shall apply exclusively or, in the case of German branches of the Busch Group of Companies, German substantive law shall apply, excluding the applicability of the UN Convention on Contracts for the International Sale of Goods and international rules of reference.

18.2 The place of performance and place of delivery shall be the respective business location of Busch.

18.3 Should individual provisions of these general terms and conditions be or become void, ineffective or contestable, the remaining provisions shall remain unaffected. These provisions shall be deemed to be replaced by valid and enforceable provisions that most closely achieve the intended economic purpose. This shall also apply in the event of any loopholes in the contract.

18.4 For all disputes between the customer and us, the exclusive jurisdiction of the court having subject-matter and local jurisdiction for Villach is agreed. For all disputes between customers and other companies of the Busch Group, it is agreed that the court with subject-matter and local jurisdiction for the respective Busch location shall have exclusive jurisdiction.