

Terms and Conditions of Sale

of CRT Cleanroom Technology GmbH, Carl-Zeiss Str. 25, 52477 Alsdorf, Germany

I. Scope of application

(1) These Terms and Conditions of Sale (“Terms and Conditions”) of CRT Cleanroom Technology GmbH (“CRT” or “Supplier”) apply exclusively to any contract of sale between CRT and the Purchaser. Unless the Supplier has expressly approved them in writing, it will not recognise any terms and conditions of the Purchaser which conflict with or deviate from its own Terms and Conditions. The above provisions will not affect any special agreements made separately.

(2) These Terms and Conditions only apply to persons who are entrepreneurs within the meaning of section 310(1) of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

(3) In the case of ongoing business relationships, these Terms and Conditions of Sale (GTC) shall also apply to future transactions in which no express reference is made to them, provided only that the GTC were included in a previous contract and the transactions are of a related nature.

(4) Additions, amendments and collateral agreements must be confirmed in writing by CRT in order to be effective. This also applies in respect of any waiver of this requirement of writing.

II. Assignment

(1) The Purchaser will not assign any rights and/or obligations under this contract without CRT’s written consent.

(2) CRT does not supply goods to commercial resellers.

III. Quotation / quotation documents

(1) Quotations made by CRT are non-binding and subject to change. After an order has been placed by the Purchaser, a contract is concluded with the content in CRT’s written order confirmation when CRT issues it. Alternatively, a contract is concluded when CRT delivers the goods after the Purchaser has placed an order.

(2) CRT reserves title to and copyright in its quotations, bids, images, drawings, calculations and other documents; this also applies in respect of written documents which are marked “confidential”. The Purchaser is not permitted to pass on any of the foregoing items to third parties without CRT’s express written consent.

(3) CRT reserves the right to make at any time, including after dispatch of the order confirmation, changes to the design as well as to the colour tones of the contractual item during the delivery time insofar as such changes would not contradict the order confirmation or the Purchaser’s specifications or would not negatively impact the quality or external appearance of the contractual item or result in any other unreasonable changes for the Purchaser.

(4) The contract is concluded subject to the proviso that CRT's suppliers deliver their goods and services to it in full and on time. This proviso does not apply to short-term defaults in delivery or in those cases in which CRT is responsible for failure to deliver. Consequently, it only applies in those cases in which CRT, in spite of having entered into a contract to buy the relevant goods, is through no fault of its own unable to obtain them. CRT will notify the Purchaser without delay if the goods are not available. Any payments which the Purchaser has already made will be immediately refunded.

IV. Prices / terms of payment

(1) Except where the order confirmation provides otherwise, prices are ex works or ex warehouse and do not include the costs of packaging, shipment, freight, postage, customs and insurance; these items will be invoiced separately.

(2) Prices do not include the applicable statutory value added tax; value added tax will be shown separately on the invoice in the statutory amount applicable on the date of the invoice.

(3) Prices also do not include the installation of equipment, training courses or similar related charges.

(4) The Purchaser is not permitted to deduct a discount for prompt payment unless this has been separately agreed in writing. Cheques are accepted only as conditional payment.

(5) Unless the order confirmation provides otherwise, the net purchase price (without deductions) is due and payable within 10 days of the date of the invoice. The statutory provisions govern the consequences of a default in payment.

(6) The Purchaser only has a right of set-off if its counterclaims have been adjudged non-appealable, are undisputed or are recognised by CRT. This does not apply to counterclaims of the Purchaser arising from the same contractual relationship. Furthermore, the Purchaser is only entitled to assert a right of retention to the extent that its counterclaim arises from the same contractual relationship. CRT is entitled to offsetting and retention rights to the extent permitted by law.

(7) Where CRT has a duty to tender performance first, CRT will be entitled to delay its performance until such time as the Purchaser's payment has been made or security for same has been provided if after the conclusion of contract the Purchaser's financial circumstances deteriorate so significantly as to endanger CRT's claim for payment or if CRT becomes aware that the Purchaser's liquidity is not adequate or if the Purchaser made false statements about its creditworthiness at the time of contracting. Where, in spite of a request from CRT containing a reasonable deadline for compliance, the Purchaser is unwilling to effect payment or to provide security reciprocally and simultaneously with delivery of the goods by CRT, CRT will be entitled to rescind the contract. In this case, CRT expressly reserves the right to claim damages.

V. Delivery time

(1) Unless expressly agreed otherwise, delivery times are non-binding estimates of when delivery will occur. The stated delivery time does not begin to run until all (technical) questions have been resolved. If it was agreed that the Purchaser would pay a deposit, the delivery time

does not begin to run until payment has been received. In addition, our compliance with our delivery obligation is conditional upon the Purchaser's timely and proper performance of its obligations. CRT reserves the right to plead failure by the Purchaser to perform under the contract. The delivery deadline is met if, before it has expired, the delivery item has left the manufacturer's factory or warehouse or if the Supplier has given notice that the item is ready for shipment. Where the Supplier exceeds a non-binding delivery date, it will be obliged to make delivery within four weeks of receiving a written reminder from the Purchaser. At the end of this period, the Supplier will be in default, unless the delay is not attributable to the Supplier.

(2) If the Purchaser fails to accept delivery or if it intentionally or negligently breaches other duties to cooperate, CRT will be entitled to demand compensation for the resulting loss or damage which it has incurred, including compensation for any additional expenses. CRT reserves the right to assert further rights or claims.

(3) Where a force majeure event occurs, CRT will be entitled to suspend delivery of the goods for the duration of the impediment and for a reasonable start-up period thereafter, or CRT will be entitled, due to the unperformed portion of the contract, to rescind the contract, wholly or in part. Strikes, lockouts as well as unforeseen and unavoidable circumstances, e.g. business disruptions, will be the equivalent of force majeure events if they make it impossible for CRT to deliver on time in spite of its making a reasonable effort to do so. CRT has the burden of proving that this is the case. The same applies if the aforementioned impediments occur during a delay or at a subcontractor's premises. The Purchaser may request that CRT notify it within a period of two weeks as to whether CRT wishes to rescind the contract or to deliver the goods within a reasonable grace period. If CRT fails to respond, the Purchaser may rescind the unperformed part of the contract. In the event that a force majeure event, as described above, occurs, CRT will notify the Purchaser without delay.

(4) CRT will be liable in accordance with the statutory provisions where the underlying purchase contract qualifies as a contract for delivery on a specific date within the meaning of section 286(2) No. 4 of the German Civil Code or section 376 of the German Commercial Code (*Handelsgesetzbuch* – HGB). If, in addition thereto, CRT is at fault in failing to comply with binding and agreed delivery dates or is late in delivery, the Purchaser may after the expiry of a reasonable grace period for performance rescind the contract; the Purchaser will only be entitled to additional damages as provided for in section IX. of these Terms and Conditions.

VI. Transfer of risk / packaging costs / transport insurance

(1) Unless the order confirmation provides otherwise, delivery "ex works" is agreed. Unless expressly agreed otherwise, the place of performance for CRT's obligation to deliver is its warehouse where delivery at the warehouse is agreed and in other cases at the location of CRT's respective factory.

(2) The risk of accidental loss or deterioration of the goods passes to the Purchaser at the time when they are handed over to the freight forwarder, including in cases where carriage paid delivery has been agreed. If, for reasons for which the Purchaser is responsible, the dispatch of the goods is delayed, risk will pass as soon as CRT has given notice that the goods are ready for shipment.

(3) In the absence of specific instructions from the Purchaser, CRT will at its discretion select the best transport route and mode of transport. At the Purchaser's request, CRT will arrange for transport insurance for the shipment; any costs for this will be borne by the Purchaser.

VII. Acceptance

(1) Where the Purchaser fails to take delivery of the purchased item and still has not done so after a reasonable grace period set by CRT, CRT will be entitled to exercise its statutory rights.

(2) If CRT demands damages, these will be equal to 30% of the net purchase price. The amount of damages must be increased or reduced if CRT can prove that the damage incurred was higher, or the Purchaser can prove that the damage was lower or that there was no damage at all.

VIII. Warranty

(1) The Purchaser may only exercise its warranty rights if it has duly performed its obligations under § 377 of the German Commercial Code to examine the goods and to give notice of any defects in them.

(2) Any information that CRT provides in respect of the goods or services supplied does not constitute a guarantee as to the characteristics of the goods unless CRT has specifically described such information as a guarantee.

(3) CRT warrants that the purchased item conforms with the product description and any other agreed contractual terms. CRT's warranty does not apply in respect of damage from ordinary wear and tear, damage resulting from incorrect use of the purchased items or omissions by the Purchaser or its employees / vicarious agents or damage resulting from failure to follow operating instructions or other instructions from the manufacturer (regarding e.g. storage or durability).

(4) If the purchased item is defective, CRT may, at its option, remedy its performance either by repair or replacement. Title in replaced products and parts will pass to CRT.

(5) If CRT does not comply with its obligation to remedy its performance within a reasonable deadline, or if it fails to repair the goods despite repeated attempts to do so, the Purchaser will be entitled to reduce the purchase price or to rescind the contract. The provisions in section IX hereof govern any further claims that the Purchaser may have against CRT, including claims for reimbursement of expenses or damages for defects or damages for consequential damage caused by defects.

(6) The statutory limitation period for notification of defects expires 12 months from the date that the risk passes. The statutory limitation period for rights of recourse pursuant to § 478 and § 479 of the German Civil Code remains unaffected.

(7) The Purchaser's liability under any guarantees made as to characteristics or durability and its liability for fraudulent concealment of a defect, intentional wrongdoing, gross negligence or injury to life, body or health remains unaffected by the foregoing provisions. In these cases, the statutory provisions / statutory warranty periods apply.

IX. Liability

(1) In all cases in which CRT is contractually or legally bound to pay damages or reimburse expenses, it will only be liable to the extent that it or its legal representatives or vicarious agents are guilty of intentional wrongdoing or gross negligence or cause injury to life, limb or health. The foregoing is without prejudice to CRT's strict liability pursuant to the Product Liability Act (*Produkthaftungsgesetz*). In addition, the foregoing is without prejudice to CRT's liability for any intentional or negligent breach of a material contractual obligation (= a duty whose fulfilment is of the very essence for the proper implementation of the contract and upon whose fulfilment its contractual partner may regularly rely); thus, except in cases covered by the first and second sentences, CRT's liability will be limited to the usual and foreseeable damage. The aforementioned provision does not reverse the burden of proof in a way which would be detrimental to the Purchaser's interests.

(2) To the extent to which CRT's liability for damages is excluded or limited, this also applies in respect of the personal liability for damages of its employees, workers, staff, representatives and its agents.

X. Retention of title

(1) CRT reserves title to the purchased item until it has received all payments arising from its business relationship with the Purchaser. In the case of a current account, the retained title to the goods delivered (ROT goods) will be regarded as security for the balance owed to CRT.

(2) If the Purchaser breaches the contract, in particular if it is in default of payment, CRT may take back the purchased item. If CRT retakes possession of the purchased item, this will constitute rescission of the contract. After taking back the purchased item, CRT may sell it; the proceeds of sale – less reasonable expenses for the sale – must be credited towards outstanding amounts due from the Purchaser.

The Purchaser is obliged to treat the purchased item with good care; in particular, it must at its own expense take out adequate replacement value insurance to cover damage by fire, water or from theft. If maintenance and inspection work are necessary, the Purchaser must conduct such work in due time at its own cost.

(4) If the purchased item is seized or otherwise subject to enforcement measures by a third party, the Purchaser must notify CRT of this in writing without delay so that CRT can institute legal action pursuant to § 771 of the German Code of Civil Procedure (*Zivilprozessordnung – ZPO*). If the third party is unable to reimburse CRT for the court fees and extrajudicial costs pursuant to § 771 of the German Code of Civil Procedure, the Purchaser will be liable for the resulting loss to CRT.

(5) The Purchaser is not permitted to resell the ROT goods.

(6) If the Purchaser processes or transforms the purchased item, it will always be deemed to do so on behalf of CRT. If the purchased item is processed with other items that do not belong to CRT, CRT will acquire co-ownership rights in the newly created item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the value of the other items

processed at the time of processing. In all other regards, the same rules apply to the newly created item as apply to the purchased item that was delivered subject to the retention of title.

(7) If the purchased item is inextricably commingled with other items that do not belong to CRT, CRT will acquire co-ownership rights in the newly created item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the value of the other items commingled at the time of commingling. If the items are commingled in such a way that the Purchaser's item must be seen as the main item, the Parties hereby agree that the Purchaser will transfer a proportionate co-ownership share of the item to CRT. The item so created in which CRT's has sole or co-ownership rights will be held in safe custody by the Purchaser on CRT's behalf.

(8) CRT agrees to release at the Purchaser's request the securities held if the realisable value of the securities exceeds the value of the secured claims by more than 10%; CRT may choose which securities it wishes to release.

XI. Final Provisions

(1) If the Customer is a merchant, public-law entity or special fund under public law, the courts at CRT's place of business will have jurisdiction; CRT will, however, also be able to take legal action against the Purchaser before the courts at its place of domicile.

(2) The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(3) In the event that an individual provision of these Terms and Conditions is or becomes invalid or void, or if the parties mutually agree not to implement a provision, this will not affect the validity of the remaining provisions hereof. The same applies in the event of any omissions in these Terms and Conditions. The invalid or unenforceable provision or the omission will be replaced with the provision which is as close as legally possible in its commercial intent to the provision that it is replacing.