

General Terms and Conditions for Services

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

I. Scope of application

(1) With the exception of calibration services for measuring instruments, any services provided by CRT Cleanroom-Technology GmbH (hereinafter referred to as “CRT” or the “Supplier”) are governed exclusively by these General Terms and Conditions for Services (“Terms and Conditions”). In the case of calibration services, the Terms and Conditions for Calibration Services apply, and in the case of the sale of goods, the Terms and Conditions of Sale apply.

(2) Unless the Supplier has expressly approved them in writing, it will not recognise any terms and conditions of the Customer which conflict with or deviate from its own Terms and Conditions. Individual agreements remain unaffected by the above provisions.

(3) 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).

(4) In the case of ongoing business relationships, these Terms and Conditions will also apply to future transactions which do not expressly refer to them provided that only the Terms and Conditions were incorporated into the previous contract and the business conducted was of a similar nature.

(5) 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. Quotations, conclusion of contract, documents

(1) Quotations made by CRT are non-binding and subject to change. After the Customer has placed an order, a contract is concluded when CRT confirms the order in writing. The content of the contract will be determined by this written order confirmation.

CRT reserves title to and copyright in its texts, plans, images, drawings, calculations and other documents. The Customer is not permitted to pass on any of the foregoing items to third parties without CRT’s express written consent. Unless expressly agreed otherwise, the Supplier grants the Customer a non-exclusive and non-assignable right to use such documents for the purposes of the contract.

III. Scope and performance, subcontractors

(1) The scope of work is set out in the respective services contract. The Supplier will perform its services in accordance with the technical standards current at the time of the conclusion of the contract and will only deploy staff who are qualified to perform the agreed services.

(2) CRT will provide the equipment required for the performance of its services. CRT will document the services performed in a reasonable form and in compliance with applicable laws and other provisions.

(3) CRT may use subcontractors for performing some or all of its services unless the Customer has good and just cause for objecting to this. The Supplier will only deploy as subcontractors persons who are adequately qualified and suitable for performing the work. CRT will impose the same contractual obligations of confidentiality on its subcontractors as it must adhere to itself.

IV. Dates and times

(1) The Customer will coordinate the dates for the performance of the services with CRT in a timely manner. Dates are only binding if CRT has expressly confirmed them in writing.

(2) CRT will perform the services during its usual working hours unless the parties have expressly agreed otherwise in the services contract. CRT will add the usual surcharges where it performs services outside normal working hours. Public holidays at the place of work or at CRT's registered office are considered to be outside normal working hours.

The time specified by CRT for the performance of its services does not begin to run until all technical and commercial questions have been resolved. The agreed periods and dates for performance of the services are estimates only and are never binding unless there is an express agreement to the contrary in a specific case. The time for performance is calculated from the date of the order confirmation to the date of completion of the work. Where the Supplier exceeds a non-binding delivery date, it will be obliged to perform the agreed services within 2 weeks of receiving a written reminder from the Customer. At the end of this two-week time limit, the Supplier will be in breach of contract unless the delay was not due to fault on its part.

(4) In addition, the Supplier's compliance with its duty to perform under the contract is conditional upon the Customer's timely and proper performance of its own obligations. CRT reserves the right to plead as a defence the Customer's failure to perform its obligations under the contract. In particular, the Supplier reserves the right to withhold any further services if the Customer has not settled its invoices for individual services already performed.

V. Customer's duties

(1) The Customer will provide CRT with the details of a contact person, who will be responsible for coordinating the work at his or her company.

(2) Where CRT's employees perform work on site at the Customer's premises, the Customer must grant them free and unhindered access to all rooms and items affected by the work and must ensure that the rooms and items are in a testable or serviceable condition. The Customer must ensure that CRT's employees are able to work unhindered and without any restrictions. If necessary, it will, at its own expense, provide the necessary supplies such as electricity, including the necessary connections.

(3) The Customer will provide CRT, if necessary, with all information required for the performance of the contract in a timely and complete manner and will provide documents in a timely manner.

(4) The Customer must take all necessary safety measures and - if necessary - inform CRT's employees about internal safety regulations. If and to the extent necessary, the Customer will cooperate and assist with regard to the work to be performed by CRT.

VI. Remuneration and payment

(1) CRT will be paid for its services in accordance with the agreements made. All prices are net prices and subject to VAT at the rate applicable at the time the invoice is issued.

(2) Where the Customer is responsible for waiting time, it will be required to compensate CRT for such waiting time in the same way as for work time. If the waiting time for which the Customer is responsible makes it necessary for CRT's employees to travel to the Customer site on an additional day, the Customer will be required to pay for this additional journey (travel time + travel expenses).

(3) Unless the order confirmation provides otherwise, invoices are due and payable in full within 10 days from the invoice date. The statutory provisions govern the consequences of a default in payment.

(4) The Customer 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) The Customer 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 by the Customer from the same contractual relationship. The Customer is only entitled to exercise rights of retention arising from the same contractual relationship. CRT will be entitled to the full range of set-off and retention rights stipulated by law.

(6) Where CRT has a duty to tender performance first, CRT will be entitled to delay its performance until such time as the Customer's payment has been made or security for same has been provided if after the conclusion of contract the Customer's financial circumstances deteriorate so significantly as to endanger CRT's claim for payment or if CRT becomes aware that the Customer's liquidity is not adequate or if the Customer 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 Customer is unwilling to effect payment or to provide security reciprocally and simultaneously with performance of the services by CRT, CRT will be entitled to rescind the contract. CRT expressly reserves the right to claim damages in such case.

VII. Warranty

(1) CRT will carry out its services in a professional and workmanlike manner in accordance with recognised technical standards.

(2) If a service performed by CRT does not meet the contractual requirements/recognised technical standards or is defective, CRT may elect whether it will, free of charge, reattempt or remedy its performance (cure). This is conditional on the Customer having reported the defect without delay, but no later than 2 weeks after having becoming aware of it.

(3) If CRT fails to cure its performance in spite of the reasonable grace period set by the Customer for this purpose or if it is objectively not possible to cure the performance or if the Customer cannot reasonably be expected to accept a cure, the Customer will be entitled to terminate the services contract or to reduce payment in accordance with the statutory provisions. The Customer is also entitled to these rights where CRT fails to cure its performance. It must, however, allow CRT at least two attempts at curing its performance.

If notice of termination is given, CRT will be entitled to remuneration for all work performed up to the date that the termination took effect unless the Customer is unable to use the work or the work is of no interest to it.

(4) The Customer will only have rights to damages or reimbursement of expenses in accordance with section VIII.

VIII. Liability

(1) In all cases in which the Supplier is contractually or legally bound to pay damages or reimburse expenses, it will only be liable to the extent that it, its legal representatives or its vicarious agents are guilty of intentional wrongdoing or gross negligence or have caused injury to life, limb or health. Similarly, liability based on mandatory statutory provisions will not be affected. In addition, this will not affect 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 the other party to the contract 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 Customer's interests.

(2) The Customer is responsible for duly performing data backups. The Supplier is not liable – subject to any liability pursuant to subsection 1 – for the recovery of data where the Customer has failed to comply with its obligations under this contract to ensure that data can be reconstructed, at reasonable expense, from data material maintained in machine-readable form. If the Customer wishes to have the Supplier make backups, it must engage it to do so separately.

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

IX. Force majeure

Where a force majeure event occurs, CRT will be entitled to suspend the performance of its services 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 will bear the burden of proving that this is the case. The same applies if the aforementioned impediments occur during a delay or in relation to a subcontractor. The Customer may request that CRT notify it within a period of 2 weeks as to whether CRT wishes to rescind the contract or perform its obligations under the contract within a reasonable grace period. If CRT fails to respond, the Customer may rescind the unperformed part of the contract. In the event that a force majeure event, as described above, occurs, CRT will notify the Customer without delay.

X. Confidentiality

CRT is subject to a duty of confidentiality for an indefinite term in respect of all information marked confidential as well as in respect of trade and business secrets to which it becomes privy during the execution of the contract. The duty of confidentiality does not apply to information (i) that was already

known to CRT without an obligation of confidentiality, (ii) that was or becomes publicly available without any fault on the part of CRT, (iii) that is lawfully disclosed to CRT by a third party without restriction as to disclosure, (iv) that was demonstrably developed independently by CRT, or (v) whose release has been authorised by the Customer in writing. Similarly, the duty of confidentiality does not apply in the case of and to the extent that information is required by judicial or governmental order.

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 Customer before the courts at its place of domicile.

(2) The law of the Federal Republic of Germany applies; the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(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. 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.

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