

General Terms and Conditions – V7

Introduction

The provisions of individual contracts take precedence over the General Terms and Conditions set forth below.

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§ 1 General Provisions

1. These General Terms and Conditions (the “Terms and Conditions”) of Trymax Holding BV and its subsidiaries Trymax Semiconductor BV, Trymax Semiconductor Equipment BV and Trymax Holding South Europe BV, hereinafter collectively referred to as “Trymax”, apply to all (i) quotations and offers made by Trymax, (ii) all acceptances, acknowledgements or confirmations by Trymax, and (iii) all contracts between Trymax and clients in commercial business transactions, with corporate entities under public law and with trusts and special funds under public law, hereinafter collectively referred to as “Clients”, for supplies and services provided by Trymax under sales or service contracts or contracts for works, labour and material (unless otherwise stipulated, referred to hereinafter overall as “supplies and services”). These Terms and Conditions also apply to all future contracts with the Client, even if these Terms and Conditions are not explicitly referenced or stipulated in such future contracts.
2. Trymax explicitly rejects any conflicting or additional terms and conditions offered or used by the Client or any terms and conditions that are in violation of the applicable laws and regulations or in conflict with these Terms and Conditions. Such terms and conditions are binding only if they have been explicitly accepted by Trymax in writing. This shall apply accordingly even if Trymax has made delivery to the Client notwithstanding any conflicting or additional terms and conditions offered by the Client or any terms and conditions that are in violation of the applicable laws and regulations or in conflict with these Terms and Conditions.

§ 2 Contractual Documents

1. Sales Contract
Any sales contract for equipment, parts, or services (each a “Product”) between Trymax and the Client shall be made by means of the Client placing a written Purchase Order and Trymax acknowledging and acceptance of such in writing through an Order Acceptance Form. No order will be binding on Trymax to the Client until so confirmed by Trymax.
2. Quotations
Offers or quotations from Trymax are non-binding unless they are explicitly identified as binding. The text and scope of the contract shall be constituted by the written Order Acceptance Form from Trymax upon its receipt by the Client.
3. Incoterms
The commercial clauses shall be interpreted in accordance with Incoterms 2010.
4. Cancellations
In the event that the Client cancels the Purchase Order on or after the date of the first Order Acceptance Form, the following cancellation charges, computed as a percentage of the price of the cancelled products, shall be payable by the Client to Trymax for cancellation notices received by Trymax in the following time frames:

<u>Cancellation Received After</u>	<u>But On or Before</u>	<u>Cancellation Charge as a percentage of Product Price</u>
Date of Order Acceptance Form	8 weeks before shipment	30%
Date of Order Acceptance Form Or 8 weeks before shipment	4 weeks before shipment	50%

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Order Acceptance/Acknowledgement Or 4 weeks before shipment	2 weeks before shipment	75%
Order Acceptance/Acknowledgement Or 2 weeks before shipment	Scheduled Product shipment date	100%

Table 1

5. Rescheduling

In the event that the Client reschedules an order on or after acceptance by Trymax, that rescheduling will incur charges. The charges will be considered as pre-payment. Tables 2 and 3 below describe the rescheduling charges.

Rescheduling shipment request from the Client received by Trymax 12 weeks or less before the original shipping date:

<u>Shipment delayed by maximum of</u>	<u>Payable at</u>	<u>Rescheduling charge as a percentage of payment at shipping date defined in Order Acceptance Form</u>
4 weeks	original shipping date	70%
8 weeks	original shipping date	80%
12 weeks	original shipping date	90%
16 weeks	original shipping date	100%

Table 2

Rescheduling shipment request from the Client received by Trymax more than 12 weeks before the original shipping date:

<u>Shipment delayed by maximum of</u>	<u>Payable at</u>	<u>Rescheduling charge as a percentage of payment at shipping date defined in Order Acceptance Form</u>
4 weeks	original ship date	50%
8 weeks	original ship date	60%
12 weeks	original ship date	70%
16 weeks	original ship date	80%

Table 3

6. Change request

In the event that the Client requests a change in the order between the date of the Order Acceptance Form and the defined shipping date, Trymax will review the request. If the request can be implemented, Trymax will inform the Client about the consequences on the pricing, shipping date and any other elements. Changes will be implemented only after a mutually signed contract between Trymax and the Client.

§ 3 Prices

- All prices published by Trymax or quoted by a Trymax representative may be changed at any time without notice.
- Unless otherwise stated, written quotations expire automatically thirty (30) days from the date of issue.
- All prices shall be specified by Trymax, or, if no prices have been specified, prices shall be as per Trymax' standard list price in effect at the time of Product shipment.

4. Trymax' prices – unless stipulated otherwise – are “FCA” pursuant to Incoterms 2010, and are exclusive of shipping, insurance and other accessory expenses, all of which shall be paid by the Client.
5. Prices are exclusive of all excise, sales, use, and other taxes (including without limitation custom and duty fees, if applicable) imposed by any federal, state, municipal, or other governmental authority (including governments worldwide), all of which shall be paid by the Client.
6. The Client is responsible for obtaining and providing Trymax with any certificate or exemption or similar document required to exempt any sale from sales, use, or similar tax liability.

§ 4 Payment

1. Unless otherwise expressly stated in writing, payment terms are net cash thirty (30) days from the date of invoice. Trymax reserves the right at any time to require full or partial payment in advance, or to revoke any credit previously extended, if, Trymax in its reasonable judgment, believes there is a risk that the Client will fail to make full payment when due based on the Client's financial condition or payment condition.
2. Bank charges and fees shall be borne by the Client.
3. In the event of a (culpable) late payment by the Client, interest shall be charged at the current bank rates for overdraft credits.
4. In the event of a (culpable) late payment by the Client, Trymax shall be entitled to accelerate the maturity of all payment claims arising from the respective contract with the Client or to demand appropriate securities for such claims. This shall apply accordingly if Trymax perceives any threat to its due claims due to a significant deterioration in the Client's creditworthiness. In these cases, Trymax shall be entitled to retain any outstanding supplies and services unless they are paid in advance or an appropriate security has been furnished.
5. The Client is entitled to withhold or offset payments only if its counterclaim has been finally adjudicated or is unopposed.

§ 5 Delivery and Deadlines

1. Unless explicitly stipulated otherwise, deliveries are “FCA” pursuant to Incoterms 2010.
2. Trymax reserves the right to make complete and timely delivery subject to its ability to obtain the necessary supplies and materials from its own suppliers. Likewise, delivery is subject to availability.
3. The agreed delivery deadlines require the timely receipt of all documents, permits and authorizations to be supplied by the Client, including but not limited to plans and drawings, as well as compliance with the agreed payment conditions and other obligations on the part of the Client. If the Client does not

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perform its obligations on time, the respective delivery deadline will be extended by a corresponding period. Trymax reserves its additional legal rights and procedural defences.

4. The agreed delivery deadlines shall be deemed to have been met if the delivery item is shipped or the Client is informed that the delivery item is ready for shipment.
5. Trymax shall be entitled to make partial deliveries and to perform partial services for self-contained portions of the supplies and services ("Partial Deliveries") if and to the extent that such Partial Deliveries can be reasonably accepted by the Client, and Trymax has the right to invoice such Partial Deliveries separately. The stipulated payment deadlines shall apply separately for each Partial Invoice.
6. If Trymax is prevented from making timely delivery by events that are to be considered as force majeure, including but not limited to war, warlike conditions, natural disasters, accidents, labour unrest, arbitrary government or political actions, shortages of raw materials or energy or major operational interruptions or disruptions that are not temporary and are beyond the control of Trymax, the delivery deadlines shall be extended accordingly. The Client must negotiate with Trymax to reach a corresponding amendment of the contract with regard to the various contractual terms and conditions, in particular the price. If an amendment of the contract is economically unreasonable on account of an event of force majeure, both parties are entitled to withdraw from the contract.

§ 6 Packing, Shipping and Transfer of Risk

1. The type of packing is basically determined by Trymax. Trymax shall use its reasonable best efforts to take into consideration the Client's wishes with regard to the type of shipment and shipping route. Any additional cost thereby incurred, even if free delivery has been stipulated, shall be borne by the Client.
2. In the event of loss or damage of the delivery item during transport, the Client must immediately request a damage report from the carrier.
3. The risk is transferred to the Client, even for free delivery and partial deliveries, as follows:
 - a. for supplies that do not include mounting, assembly, installation and start-up, if they have been made available for shipment to the carrier and the Client has been notified that they are ready for shipment;
 - b. for services under contracts of works and services with mounting, assembly, installation or start-up, on the date of acceptance in the Client's premises or, if agreed, after acceptance.

§ 7 Client's Obligations and Acceptance

1. The Client must provide Trymax with a satisfactory description of the actual conditions under which the Product is to be used. In particular, the Client must make available the information that is necessary for the completion of the delivery in good time or on request from Trymax and inform

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Trymax with what degree of accuracy the Product will be operated and under what ambient conditions it will be used. If the Product is unsuitable for the contractually stipulated purpose on account of a breach of these obligations for reasons for which Trymax is not responsible, the Client has no right to cancel the order, reduction of the purchase price, damages or reimbursement of expenses.

2. Trymax is not liable for any damages, loss or degraded performance caused by changes made to the process recipes by the Client and/or hardware used by the Client without full and advance consultation with Trymax.
3. The Client is responsible for the internal transport on the Client's premises, including but not limited to the supply and availability of suitable means of transport and lifting equipment.
4. The Client must cooperate to the necessary extent. Among other things, the Client must perform the following obligations, on its own initiative and responsibility, and have available in good time and at its own expense:
 - a. the necessary items, equipment and materials such as lifting and other equipment;
 - b. energy and water at the mounting site or the place of performance, including utility connections, heat and light, each in accordance with the installation instructions received from Trymax;
 - c. all preliminary site and installation services including the construction and marking of appropriate access routes and levelling and clearing of access routes and workspaces;
 - d. the additional services and equipment required for the mounting, assembly, installation, start-up or other activities required for the performance of the contractual services,;
 - e. sufficiently large, appropriate, dry and lockable space at the installation site or the place of performance for the storage of mechanical parts and equipment, apparatus, materials, tools, et cetera and suitable work areas and break rooms including sanitary facilities appropriate to conditions for installation personnel or the personnel involved in the performance of the contract;
 - f. protective clothing and personal protective equipment that may be required on account of the special conditions at the installation site or place of performance;
 - g. necessary information concerning the location of concealed electric power, natural gas and water lines or similar utility lines, as well as the necessary static load information;
 - h. additional equipment not included in the contractual scope of supply.

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5. If items that are required by Trymax for mounting, assembly, start-up, installation and other activities required by the contract or as part of the acceptance procedure must be stored on the Client's premises, the Client must provide proper security against theft and damage as well as ensure careful handling of these items until the completion of the mounting, assembly, start-up, performance of the contract or acceptance.
6. If the Client is late in accepting the work or is in breach of its duty to cooperate, Trymax is entitled to demand compensation for any damage it may thereby incur, including extra expenses such as the cost of increased personnel, materials, equipment or supplies. Trymax retains any additional rights, in particular its right to refuse the performance.
7. If an acceptance procedure has been agreed on, it must be conducted without undue delay after notification that the supplies and services are ready for acceptance. The Client shall bear the costs of the acceptance procedure. The Client must establish the appropriate conditions for the performance of the acceptance procedure. If special performance characteristics have been stipulated and Trymax requests the acceptance, the Client must conduct such an acceptance procedure within a period of no longer than two (2) weeks. If the acceptance procedure cannot be conducted on time or not completed for reasons for which Trymax is not responsible and which are beyond its control, the acceptance procedure shall be deemed to have been successfully completed three (3) months after a written request of Trymax demanding acceptance and notifying the Client that this will be the consequence of the Client's failure to conduct the acceptance procedure. The supplies and services shall be deemed to have been accepted, however, if the delivery item is placed into operation or is started to be used for the manufacturing or general business purposes of the Client. The above provisions also apply as appropriate for partial deliveries and preliminary acceptance tests.

§ 8 Guarantee

1. The following are Trymax' warranty terms:
 - a. The warranty period for equipment is 12 months.
 - b. The warranty period for equipment starts on the date of final acceptance, however, no later than two (2) months from shipment.
 - c. The warranty period for spare parts and consumables is set at three (3) months from shipment. Service is warranted for three (3) months based upon signed service report.
2. The Client shall be entitled to warranty claims for material defects only if it has complied with all of his obligations to examine the supplies and to give notice of defects. This provision does not apply for service contracts.
3. All warranty claims must be submitted without undue delay and in writing. The defect and the corresponding use must be described as completely as possible in the warranty claim.

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4. Warranty claims shall not be honoured:
 - a. for normal wear and tear;
 - b. for damage that was caused by overloading or overuse by or on behalf of the Client;
 - c. for damage that is the result of misuse or improper handling by or on behalf of the Client;
 - d. for damage that is the result of inappropriate equipment, defective construction work or inappropriate building site used by or on behalf of the Client;
 - e. for damage that is the result of particular external factors that were not specified in the contract;
 - f. for damage that was caused by unauthorized or improperly executed modifications or maintenance and repair work by or on behalf of the Client or by third parties;
 - g. for damage caused by operation or testing by untrained or improperly qualified personnel of the Client.
5. If the material defect is present at the time of the transfer of risk, Trymax must first be given an opportunity to repair the defect within a reasonable period of time. The defect shall be repaired or the item of supply replaced or the services remanufactured, at the option of Trymax. If the repair, replacement or remanufacture is unsuccessful, the Client, without prejudice to its other rights, may withdraw from the contract or demand a reduction in the price.
6. At the option of Trymax, the defect may be repaired on the Client's premises, at Trymax or in the location which the original service was to be performed. If Trymax decides to perform the repair on the Client's premises, the Client must make available operating conditions with qualified operating personal so that work can be performed efficiently. The Client must provide Trymax with all the information and documentation in its possession for the repair of the defect.
7. Claims by the Client for expenses incurred for purposes of the repair or supplemental performance, including but not limited to transport, travel, work and material costs, are excluded if and to the extent that the expenses are increased because the Product was subsequently moved to a location other than the original place of performance, unless the move is necessary for proper use and has been approved by both the Client and Trymax.
8. If the Client is advised by Trymax in relation to the processing capabilities and potential applications of the Product or technical questions, such advice is non-binding unless stipulated otherwise. Under these Terms and Conditions, the Client may submit warranty claims to Trymax only if the advice itself caused a defect in the delivery item.

9. If Trymax has performed work in response to an unjustified claim for repair or supplemental performance because Trymax was unaware that the Client was not entitled to demand the cure of the defect from Trymax, Trymax may demand compensation for the expenses it thereby incurs at its then current pricelist. Any additional claims to which Trymax may be entitled remain unaffected.
10. For claims for damages and reimbursement § 11 shall apply. Additional claims by the Client against Trymax for defects or claims other than those covered in § 8 and § 11 are excluded.

§ 9 Confidentiality

1. Unless stipulated otherwise in the Order Acceptance Form, Trymax retains unrestricted rights to its title, utility models, design patents, trademarks, and other intellectual property as well as copyrights, hereinafter referred to as "IP Rights", in all cost quotations, drawings, e.g. technical drawings relating to the design or manufacture of the supplies and services, documentation, and other Trymax records, e.g. relating to the Client's project and preliminary tests, hereinafter referred to as "Documents".
2. The Client must keep the Documents and records it receives confidential. The Documents may be copied or made accessible to third parties only with prior written permission from Trymax. The permission shall be deemed to have been given upon the effective conclusion of a contract for such reproductions as are necessary for the utilization by the Client of the Product.
3. If a contract is not concluded or if a contract is terminated or reversed, the Documents must be returned to Trymax immediately upon request.

§ 10 Intellectual Property

1. Unless agreed otherwise, Trymax must make delivery only in the country of destination free of third-party IP Rights and copyrights. If a third party brings an action against the Client on grounds of the infringement of IP Rights by the Product or services rendered by Trymax and used for the purpose stipulated in the contract, Trymax shall be liable to the Client as stipulated below:
 - a. Trymax shall, at its option and at its expense, either acquire a license to the supplies and services in question, modify the supplies and services so that the IP Rights are not infringed or replace them. If these attempts are unsuccessful, the Client may exercise its right to withdraw from the contract or demand a reduction in the price.
 - b. Trymax' liability for damages is as stipulated in § 11.
 - c. Trymax' obligations as stipulated above exist only if the Client has immediately notified Trymax in writing about the claims asserted by a third-party, does not acknowledge any infringement and allows Trymax to take all defensive measures and undertake settlement negotiations. If the Client stops using the supplies or services to reduce potential damages or

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for other valid reasons, it must inform the third party that the cessation of use is not an acknowledgement of the infringement of any IP Rights.

2. Any claims by the Client are excluded if the Client itself is responsible for the infringement of the IP Right. Claims by the Client are also excluded if the infringement of the IP Right is the result of special instructions or specifications from the Client, an item that could not have been foreseen by Trymax or caused by the fact that the Product was modified by the Client or is used together with products not supplied by Trymax.
3. The provisions of § 8 shall apply for infringement of IP Rights accordingly. § 8 likewise shall apply in the event of any other defect in title.
4. Any further claims by the Client against Trymax or claims that go beyond the claims stipulated in this § 10 on the grounds of infringement of IP Rights or any other defect in title shall be excluded.

§ 11 Claims for Damages and Reimbursement of Expenses

1. Trymax shall not be liable for damages or reimbursement of expenses on any grounds whatever, in particular for defects, breach of obligations from the contractual relationship and delictual obligations. This shall apply in particular, although not exclusively, for claims for damages or compensation on the grounds of lost sales or profit, financing costs, down-time costs or costs for lost production or damages for the loss or corruption of data or programs and the costs of their restoration or recreation. This liability exclusion does not apply in the cases set forth below:
 - a. wilful intent on the part of Trymax;
 - b. gross negligence on the part of Trymax;
 - c. if stipulated otherwise in a guarantee provided by Trymax;
 - d. negligence on the part of Trymax leading to loss of life, bodily injury or injury to health;
 - e. in the event of a negligent breach of an essential contractual obligation by Trymax. In cases of ordinary negligence, however, liability shall be limited to compensation for foreseeable damage for the specific type of contract, except where Trymax is liable due to loss of life, bodily injury or injury to health. Essential contractual obligations are those obligations, whose performance is essential for proper fulfilment of the contract and on whose performance the Client regularly relies and may rely on.
2. The provisions of § 6 shall apply with priority for damage caused by delay and are not affected by this § 11.

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3. If liability as stipulated in this § 11 is limited or excluded, said limitation or exclusion also applies for the corresponding personal liabilities of Trymax' employees, vicarious agents and legal representatives.
4. The provisions set forth above do not result in a shift in the burden of proof.

§ 12 Limitation

1. The period of limitation for claims and rights on the grounds of defects in supplies and services is one year.
2. The period of limitation for claims and rights on the grounds of a material defect, in particular refund claims for a reduction of the purchase price or withdrawal, for supplies, including supplies that include mounting or installation, begins upon shipment of the delivery item, and for other services upon acceptance.
3. The periods of limitation stipulated in § 12.1 and § 12.2 above apply for all claims against Trymax on the grounds of a defect, regardless of the legal basis of the claim, including but not limited to claims of delictual obligations and refund claims in the event of a reduction of the purchase price or withdrawal.
4. Repair, replacement or remanufacture shall be performed by Trymax basically as a gesture of goodwill and without any acknowledgement of a legal obligation. Acknowledgement resulting in a recommencement of the period of limitation shall be deemed to be given only if Trymax explicitly notifies the Client to that effect. With the exception of an explicitly declared acknowledgement, the period of limitation shall not recommence in the event of a repair, replacement or remanufacture. For the rest, the legal provisions concerning suspension of the period of limitation remain unaffected.
5. For other claims by the Client against Trymax, the regular period of limitation is also one year.

§ 13 Retention of Title

1. All products shall remain Trymax' property until each and every claim Trymax has against the Client has been fulfilled, hereinafter referred to as "products delivered subject to retention of title".
2. The modified products shall be considered products delivered subject to retention title within the meaning of § 13.1 above. If the products delivered subject to retention of title are connected to or combined with objects to which Trymax does not hold title, Trymax acquires co-ownership to the new object created in a proportion that corresponds to the value of the products delivered subject to retention of title in relation to the value of the new object. If Trymax' title is lost as a result of processing, connection or combination, the Client hereby transfers its own title to the new object to Trymax in the scope of the objective value of the products delivered subject to retention of title and shall retain custody of those products free of charge of Trymax. Trymax' co-ownership shall be considered as products delivered subject to retention of title within the meaning of § 13.1.

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3. The Client must handle the products delivered subject to retention of title carefully. In particular, the Client must sufficiently insure the products at its own expense against damage from fire, water, breakage and theft for their original value. The Client hereby authorizes Trymax to exercise all claims against the insurer in its own name. If service or inspection work is necessary, the Client must have these tasks performed at its own expense in a timely manner.
4. If the products delivered subject to retention of title are mortgaged or otherwise exposed to third-party actions, the Client must inform third parties of the Trymax title and immediately notify Trymax in writing so that Trymax can exercise its title, and in particular take legal action. If the third party is unable to reimburse Trymax for the court or out-of-court costs incurred in this context, the Client must reimburse Trymax for these costs.
5. If Trymax is required to take certain measures in the importing state for deliveries outside the Netherlands to guarantee the effectiveness of its retention of title stipulated in the preceding paragraphs or the other rights registered there, the Client must inform Trymax hereof and take such measures at its own expense. If the law of the importing state does not allow retention of title, although it does allow the seller to reserve other rights to the delivered item, Trymax may exercise all rights of this type. If equivalent security of Trymax' claims against the Client is not thereby achieved, the Client must acquire other, equivalent securities for Trymax at its own expenses.

§ 14 Export

1. Unless explicitly stipulated otherwise, Trymax represents and warrants that the scope of supply does not include any export-relevant supplies or services such as the provision of tariff headings and data concerning the origin of the goods, a verification of export license obligations, the provision of data for export applications or the completion of export applications, the issue of supplier declarations or other documents related to the export of goods.
2. If such additional services are desired by the Client, Trymax can expand the scope of supply accordingly – although it is not obligated to do so – by contract and after verification of the existence of all necessary export requirements, in which case Trymax must be informed of the Client's export intentions as soon as possible.

§ 15 Place of Performance

The place of performance for supplies and services, unless otherwise stipulated, is the registered office of Trymax, and for other services the place at which said services are to be performed. The place of performance for receipt of payments owed by the Client is the paying office indicated in the invoice from Trymax. The place of performance for supplementary performance is as stipulated in § 9.5.

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§ 16 Choice of Venue

If the Client is a merchant, a corporate entity under public law or a trust or special fund under public law, all disputes that result directly or indirectly from the contractual relationship between Trymax and the Client shall be brought before the courts having jurisdiction over the location of the registered office of Trymax. Trymax is also entitled, however, to bring action against the Client in a court within the Client's general jurisdiction or in any other court having jurisdiction.

§ 17 Applicable Law

The law of the Netherlands, applicable for the Kingdom in Europe, applies to all contracts to which these Terms and Conditions apply, wholly or in part. The law of the Netherlands also applies if the contract is (in part) performed abroad. The applicability of the Vienna Sales Convention is excluded.

§ 18 Miscellaneous

1. The requirement for written form does not require either a personal signature or an electronic signature. Notifications by fax or e-mail as well as other types of text meet the requirement for written form.
2. If individual provisions of the contract are or become legally invalid or unenforceable, the legal validity or enforceability of the remaining provisions shall not be affected thereby. The Client and Trymax shall work together to replace invalid or unenforceable provisions with provisions that come as close as possible to the original intent of the invalid or unenforceable provisions