

General Terms of Purchase (“GTP”) of Plasma-Therm LLC (“Plasma-Therm”)

1. Scope of Application

- 1.1 These GTP set forth the conditions governing the purchase of products by PLASMA-THERM from the Supplier and deliveries made by the Supplier to PLASMA-THERM.
- 1.2 Contrary or inconsistent terms and conditions of the Supplier shall not be deemed accepted by PLASMA-THERM, unless PLASMA-THERM shall have agreed thereto in writing.
- 1.3 These GTP shall apply (and not the terms and conditions of the Supplier) even in cases where PLASMA-THERM unreservedly accepts deliveries from the Supplier knowing that the Supplier has contrary or inconsistent terms and conditions.
- 1.4 The scope of delivery, specifications, objectives, delivery dates and the prices for deliveries pursuant hereto shall be set forth in separate orders. Upon Supplier's accepting an order a delivery agreement shall come into effect with respect to the items covered by such order. These GTP constitute an integral part of each order and delivery agreement.

2. Offer

The Supplier by the tender invitation the Supplier acting as specialist is asked to submit an offer at no charge. The Supplier shall focus the offer on the specifications and objectives of PLASMA-THERM and explicitly point out any deviations; the Supplier, therefore, acknowledges his duty to inform. If the Supplier does not limit the validity of his offer it will be considered to be binding for 90 days.

3. Order

- 3.1 To be effective, orders must be in writing. Acceptance of an order by the Supplier shall be deemed effective if it is in writing. The Supplier confirms each order in writing at the latest within 5 (five) working days, whereas the delivery receipt at PLASMA-THERM is decisive.
- 3.2 If the conclusion of a delivery agreement is made dependent on an order confirmation, PLASMA-THERM shall only be bound if this confirmation of order does not deviate from the content of the order.
- 3.3 The scope of delivery includes, and the Supplier shall not be deemed to have satisfied its delivery obligations unless and until it delivers to PLASMA-THERM, everything required for the proper installation, operation and functioning of the product, regardless of whether mentioned or described in the specifications set forth in or related to the order.
- 3.4 Orders must be processed in compliance with ISO-9001. Further quality agreements will be set out on an order-specific basis. The following documents, records, data and specifications, in particular, are authoritative in determining quality: order, drawings, standard sheets (PLASMA-THERM standards and indications and data on drawings), specifications.
- 3.5 Parts and modules identified by PLASMA-THERM in writing as proprietary shall not be made available to third parties without the written consent of PLASMA-THERM.

4. Prices and Terms of Delivery

4.1 The prices of the Supplier are considered to be fixed prices in the currency indicated on the order, Ex Works factory. PLASMA-THERM is responsible for freight and all related expenses as long as PLASMA-THERM pays for such expense. Any other incoterms used should be clearly stated on the purchase order released by PLASMA-THERM (INCOTERMS 2010). Other terms of delivery shall be as set forth in the order or as otherwise set forth in writing by the parties. The Value Added Tax shall be indicated separately.

4.2 The Supplier shall be liable for any damages arising during transport due to inadequate packing.
4.3 At its own expense, the Supplier shall add to each delivery all according to the applicable law required documentation (such as conformity or manufacturer declaration). In addition a delivery note must be enclosed in each shipment with the following details: PLASMA-THERM'S order and product number, the detailed description of the contents and whether a partial, sample or full delivery is in question. Additional documents can be agreed upon.

5. Terms of Payment

- 5.1 The order number, the exact trade mark/goods' designation as well as the number of the drawing or the part must be indicated on all correspondence, confirmations, delivery notes, invoices etc.
- 5.2 Two copies of a separate invoice shall be executed for each order as well as for each delivery.
- 5.3 Payment for each delivery shall be made by PLASMA-THERM with 60 days net. Other terms of payment shall be as set forth in the order or as otherwise agreed upon by the parties in writing.
- 5.4 "Early Deliveries" - Invoice Payments. Early receipts will be accepted outside of Plasma-Therm LLC's authorized delivery range which varies from five (5) days earlier and up two (2) days past the supplier's confirmed delivery date. Invoices sent against those early receipts will be held until the purchase order's requested delivery date is reached. Invoices will then be settled as per the negotiated payment terms.

6. Dates of Delivery, Late Delivery and Packaging

- 6.1 The delivery is due at the destination on the date(s) stipulated in the order. If a fixed calendar delivery date has been agreed upon, late delivery puts Supplier automatically in default, unless the Supplier communicates his delivery difficulties in due time and the parties agree on a different solution.
- 6.2 PLASMA-THERM is entitled to claim as compensation for damages resulting from delay for each whole or partial week by which the delivery date is exceeded a flat rate of one percent of the net sale price, up to a maximum amount of 5% of the delivery's net sales price. The requirement of prior notice, insofar as a delivery date is not determined by the calendar, remains unaffected by this provision. If the Supplier is late with only part of the delivery, the penalty for default shall be calculated on the price of the Supplier's total performance that is affected by the late partial delivery. The foregoing provisions of this paragraph 6.2 are in addition to and not exclusive of any other remedy that may be available to PLASMA-THERM in the event the Supplier fails to deliver an item in accordance with the terms of a delivery agreement. Nothing herein shall be deemed to limit any such other remedy that may be available to PLASMA-THERM, nor shall PLASMA-THERM enforcement of any other rights it may have be deemed or construed to affect or waive any of its rights hereunder. The Supplier's payment of damages required by this paragraph 6.2 does not release the Supplier from its duty to fulfill the delivery according to the agreement.
- 6.3 The Supplier may plead omission of essential services to be performed by PLASMA-THERM only if he has requested these on time.
- 6.4 Over, partial or early deliveries are admissible only if they have been agreed upon.
- 6.5 If the Supplier is in default with his delivery and if in transactions without a fixed calendar delivery date the Supplier remains in default with his delivery after a given reasonable grace period, PLASMA-THERM shall thereafter be entitled to refuse acceptance of the delivery and to either withdraw the related delivery agreement and/or to seek damages for non-fulfillment of the delivery obligation. The amount of any penalty for default according to paragraph 6.2 above shall be credited against any damages to which PLASMA-THERM may be entitled under this paragraph 6.5.
- 6.6 If it becomes evident already prior to the delivery date that the Supplier will not be able to meet the agreed delivery date, PLASMA-THERM may terminate the delivery agreement and waive delivery. 6.5 shall apply accordingly.
- 6.7 The delivery agreement may also be terminated if in the course of manufacture it becomes evident that the object to be delivered will not be suitable for the purpose intended.

6.8. All deliveries are to be packed according to the requirements of the goods and the route of transportation as well as the transportation kind. The Supplier binds himself to the free withdrawal of the packaging materials in the address of delivery named by PLASMA-THERM

7. Warranty, Liability

- 7.1 The Supplier expressly warrants the guaranteed product features and the specifications specified in the delivery agreements as well as that the products it delivers are free of defects which will reduce their value or fitness for normal use as well as their useful life under known conditions of use. In addition to the warranty of product features in the delivery agreements and the terms thereof notwithstanding, the Supplier warrants that each product delivered pursuant to the delivery agreements (i) has been tested and controlled and meets all industry standards and all legal requirements under existing laws, regulations and directives relating to design, safety, fire and environmental protection and (ii) has been designed in a manner not to endanger life and health if the product is used as directed.
- 7.2 PLASMA-THERM is not obliged to inspect any product for defects or notify Supplier of defects in order to maintain PLASMA-THERM's warranty claims, except for warranty claims in respect of obvious defects.
- 7.3 Contrary to a possible legal prescriptions the warranty in respect of each product delivered by the Supplier to PLASMA-THERM shall survive for a period of 24 months from the date the product is delivered to PLASMA-THERM. The Supplier at its expense and free of charge to PLASMA-THERM, shall promptly, upon request by PLASMA-THERM, repair all defects (which shall also include the not achieved guaranteed specification and the absence of any guaranteed product feature) of which PLASMA-THERM gives the Supplier notice during the warranty period. In addition, PLASMA-THERM shall be entitled to all legally guaranteed warranty claims. Notwithstanding the foregoing, PLASMA-THERM may, at its election and as an alternative to the Supplier's repairing a defective item, require the Supplier to replace the defective item with a non-defective item. In the exercise of this right of discretion, PLASMA-THERM shall consider in good faith whether the Supplier is capable of making repairs due to the nature of its business operation. In either case, the Supplier shall bear all expenses arising from the repair or replacement of the defective item.
- 7.4 For replacement deliveries and repairs the Supplier grants a warranty of 24 months.
- 7.5 PLASMA-THERM shall be entitled to cancel a sale or to get a sales price reduction on account of a material defect only if (i) the Supplier fails to replace or repair a defective item by such reasonable deadline as may be set by PLASMA-THERM in its discretion or if (ii) the Supplier declines to replace or repair a defective item.
- 7.6 PLASMA-THERM shall be entitled to have a defective item repaired by a third party and to charge the costs thereof to the Supplier without giving the Supplier an opportunity to repair the defective item if, due to special urgency or other valid business reasons, PLASMA-THERM reasonably believes the Supplier is incapable of repairing the item to PLASMA-THERM's requirements. In this case, PLASMA-THERM shall immediately notify the Supplier of the defect upon PLASMA-THERM's discovery thereof.
- 7.7 The Supplier shall be liable for all damages, including consequential damages, caused by the breach of any warranty applicable to a product delivered to PLASMA-THERM pursuant hereto.
- 7.8 The Supplier shall indemnify and hold PLASMA-THERM harmless against any loss or claim, including the cost of defending against any such claim, against PLASMA-THERM arising from any act or omission of the Supplier or any breach of warranty by the Supplier that causes or is alleged to have caused personal injury or damages to the property of any third party. The Supplier is liable for his subcontractors to the same degree as for his own performance.

8. Product Liability, Indemnification, Insurance Coverage

- 8.1 The Supplier shall indemnify and hold PLASMA-THERM harmless against any third party claim for damages against PLASMA-THERM insofar as a product delivered by the Supplier to PLASMA-THERM was the cause of the damage or the cause of the damage was within the Supplier's control.
- 8.2 The Supplier shall also reimburse PLASMA-THERM for all expenses arising in connection with any recall measure taken by PLASMA-THERM to repair or replace any defective product if either (i) the defect was caused by a defective item delivered by the Supplier to PLASMA-THERM or (ii) prevention of the defect was otherwise within the Supplier's control. To the extent it may reasonably be expected to do so, PLASMA-THERM will notify the Supplier of recall measures to be taken.
- 8.3 The Supplier shall obtain and maintain in full force and effect during the term of the related delivery agreement and for at least five years following the termination thereof, a commercial general liability and product liability insurance to cover all claims hereunder or otherwise related to any product delivered or required to be delivered under any delivery agreement; such insurance shall provide coverage of at least USD 5,000,000.-- per damage event. This shall be confirmed by the insurer to PLASMA-THERM at least once per year.

9. Third Parties' Intellectual Property Rights

9.1 The Supplier represents and warrants to PLASMA-THERM that the delivery to, and use by, PLASMA-THERM of the Supplier's products in accordance with the terms of these GTP and any delivery agreement concluded hereunder will not infringe any patent, trademark, trade secret or other intellectual property rights of any third party. In case any such third party claim of infringement is made against PLASMA-THERM, the Supplier shall indemnify and hold PLASMA-THERM harmless against such claim.

10. Technical Documents and Operating Manuals

- 10.1 To the extent necessary, PLASMA-THERM will provide Supplier with all technical documents that it requires for performance of the contracted work. All documents placed at disposal to the Supplier remain in the sole property of PLASMA-THERM and shall be returned immediately on first demand.
- 10.2 Before work on the product is started the Supplier shall submit to PLASMA-THERM, on request, a set of engineering drawings for approval. Approval by PLASMA-THERM does not relieve the Supplier from ensuring that the product can be built and that it will function according to specifications.
- 10.3 All documents prepared by Supplier on the basis of PLASMA-THERM specifications shall be provided to PLASMA-THERM in a set of drawings that can be photocopied or microfilmed and/or in the form of CAD data.
- 10.4 Furthermore, with the delivery of the product PLASMA-THERM shall be provided with the final engineering drawings, maintenance instructions and operating manuals as well as the spare parts list for proper maintenance in electronic form (PDF file) in English free of charge.
- 10.5 PLASMA-THERM is entitled to copy and publish all documents provided by Supplier at its own discretion.

11. Service and Repairs

- 11.1 The Supplier shall provide a repair and maintenance service staffed by qualified technical experts for each product delivered to PLASMA-THERM for a period of at least 10 years after delivery of the product to PLASMA-THERM.
- 11.2 The Supplier warrants the availability of original spare parts for each product delivered to PLASMA-THERM under any delivery agreement for a period of at least 10 years after delivery of the product to PLASMA-THERM.
- 11.3 All repair and maintenance work shall be performed by the Supplier to industry standards.

12. Inspection Right

12.1 PLASMA-THERM has the right to inspect the work in progress; however, this does in no way change or diminish the Supplier's obligation to fulfill his contractual obligations.

13. Assembly and Installation

13.1 If the Supplier also undertakes the assembly and installation, these works shall be included in the delivery price unless separate payment has been agreed upon.

14. Secrecy and Product-related Exclusivity Agreement

14.1 The Supplier shall not use for any purpose not authorized by the delivery agreements concluded hereunder or disclose to any third party any trade or manufacturing secret or customer data of PLASMA-THERM. In particular, the Supplier shall not use any manufacturing know-how made available to the Supplier by PLASMA-THERM in any form to manufacture or have manufactured for other customers products similar to or comparable with any product subject to a delivery agreement entered into hereunder. The Supplier shall cause each of its employees and subcontractors to agree by appropriate contractual measures to be bound by the foregoing provisions of this paragraph 14.1.
14.2 Paragraph 14.1 shall survive the termination of the delivery agreement concluded hereunder. Paragraph 14.1 shall not apply to manufacturing know-how of PLASMA-THERM that is embodied in figures, drawings, calculations or other documents that are publicly disclosed by PLASMA-THERM.

15. Applicable Law, Place of Jurisdiction, Place of Performance

15.1 These GTP and the individual delivery agreements concluded hereunder shall be construed in accordance with, and governed by the applicable laws at the domicile of PLASMA-THERM. The regulations of applicable laws at the domicile of PLASMA-THERM shall be of subsidiary application to the express provisions of these GTP and the delivery agreements concluded hereunder. For any litigation arising out of the cooperation with the Supplier, the ordinary courts at the registered office of PLASMA-THERM shall have the jurisdiction, provided that PLASMA-THERM shall always be permitted to bring any action or proceeding against the Supplier in any court of competent jurisdiction worldwide.
15.2 Unless otherwise provided for in writing, place of performance shall be at the domicile of PLASMA-THERM.

16. Conflict Minerals Policy

Plasma-Therm LLC is committed to ethical business practices and compliance with applicable laws and regulations.
In July 2010, the United States passed the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"). In August 2012, as directed by Section 1502 of Dodd-Frank, the U.S. Securities and Exchange Commission ("SEC") adopted final rules regarding Conflict Minerals (the "Conflict Minerals Rule"). "Conflict Minerals" refers to gold, tin, tantalum and tungsten, as well as the derivatives of cassiterite, columbite-tantalite and wolframite, regardless of where they are sourced.
The Conflict Minerals Rule requires publicly traded companies and their suppliers to report annually on the presence of Conflict Minerals in the products they manufacture, and to demonstrate the proper level of due diligence in determining whether such Conflict Minerals originate from an area described as the "Covered Countries" (which is defined as the Democratic Republic of Congo and adjoining countries).
Plasma-Therm does not directly source any of these materials, but does use refined metals in the manufacturing of its products. As a result, suppliers of metals used in the manufacture of Plasma-Therm products (specifically gold, tin, tantalum, and tungsten) must demonstrate that they understand the Conflict Minerals Rule and will not knowingly procure specified metals that originate from any of the Covered Countries.
Plasma-Therm will perform regular due diligence with its suppliers to verify compliance with the Conflict Minerals Rule and will work with suppliers to seek remedies for non-compliance.

17. Miscellaneous

- 17.1 All modifications and supplements to these GTP (including, without limitation, this paragraph 17.1), all delivery agreements concluded hereunder and all modifications and supplements to such delivery agreements shall only be effective if embodied in a written instrument signed by each of the parties hereto.
- 17.2 Neither party may assign or transfer any of its rights and duties under these GTP or any delivery agreement concluded hereunder without the prior written consent of the other party.
- 17.3 This GTP have been fixed in compliance with the relevant applicable laws at the domicile of PLASMA-THERM. In the event any term or provision of these GTP shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. Such illegal, invalid or unenforceable provision shall be replaced by another valid, legal and enforceable provision in form and substance suitable to ensure the overall business intent of the parties hereto.
- 17.4 The Supplier expressly agrees that PLASMA-THERM may store and process the corporate datas of the Supplier.