
Standard Terms and Conditions of SALD, version 2023v1

1. TERMS OF SALE

Unless otherwise agreed upon by both parties in writing, acceptance of Customer's order is expressly made conditional on Customer's assent to SALD's standard Terms and Conditions of sale set forth herein (the "Terms and Conditions"), and SALD agrees only upon these terms and Conditions to (A) Furnish the capital equipment and/or hardware upgrade/options (collectively, the "equipment"), (B) license software upgrades/options related to the equipment (the "software") and or (C) provide services related to the installation, acceptance testing, and original warranty on the equipment or the software (the "services") described in Customer's order.

Notwithstanding anything to the contrary, any post warranty services shall not be covered by the Terms and Conditions but will be covered by separate service terms and conditions. Any terms or conditions of Customer's order (or of Customers' other purchase documents and correspondences) inconsistent with or in addition to these Terms and Conditions hereof shall not be binding on SALD and are expressly rejected by SALD. No waiver, alteration, or modification of any of these Terms and Conditions shall be binding on SALD unless made in writing and signed by an authorized representative of SALD.

2. TERMS OF SHIPMENT

Unless the parties specifically agreed otherwise in writing, all shipments are made EXW, SALD factory, according to Incoterms (2020). Shipments are made in a commercially reasonable manner as determined by SALD. Risk of loss or damage shall pass to Customer at the EXW point. Partial and/or instalment shipments are authorized and shall be paid for when due. Shipment schedules are approximate, and SALD will use commercially reasonable efforts to complete shipment as indicated.

3. PAYMENT

Payments are due in EURO unless the parties specifically agree otherwise in writing. SALD reserves the right to require an irrevocable letter of credit from a bank which it designates.

4. PRICES

All prices are exclusive of sales-, use-, import- VAT, or similar taxes or duties whether imposed currently or in the future. Such taxes shall be borne by Customer in addition to the prices quoted or invoiced. In the event SALD is required to pay any of such taxes, Customer shall reimburse SALD therefore. Unless otherwise explicitly indicated, prices quoted assume the timely return by Customer of SALD's transportation containers and other materials, including locking and servicing tools and accessories, used in transporting, and installation of, the Equipment. SALD is entitled to charge Customer for the cost of such containers and materials if these are not returned to SALD in a timely manner.



5. CHANGES

SALD reserves the right to modify or change the Equipment in whole or in part, at any time prior to delivery thereof, in order to include therein electrical or mechanical refinements deemed appropriate by SALD, but without incurring any liability to modify or change any product previously delivered, or to supply new products in accordance with earlier specifications. If Customer requests changes in the configuration of the Equipment, subject to SALD's acceptance, Customer shall pay for the reasonable cost for rework and rescheduling of the Equipment. Any deleted feature, option, or accessory, including the Software, shall be subject to the cancellation fee shown in Section 11. All requested changes must be made by revised order in writing to SALD, subject to SALD's express acceptance. SALD shall inform Customer of the new delivery date and additional costs via a new order acknowledgment.

6. DELIVERY DELAY

Customer can delay delivery of the Equipment or the Software one-time only up to thirty (30) days beyond the scheduled shipment date by providing written notice to SALD, provided that written notice of Customer's delay request is received by SALD at least ninety (90) days prior to the originally scheduled shipment date and provided that such delay does not result in the Equipment or the Software being scheduled for delivery during SALD's subsequent financial quarter. If the Customer requested delay exceeds thirty (30) days, or if the Customer's request for delay is received by SALD less than ninety (90) days prior to the scheduled shipment date, or if such delay results in the Equipment or the Software being rescheduled for delivery in a subsequent financial quarter to that originally agreed, subject to SALD's written agreement to such delay, for the purpose of payment of the purchase price, shipment shall be deemed to have occurred on the scheduled shipment date and the Site Acceptance Date (as defined in Section 10) shall be deemed to have occurred thirty (30) days thereafter. Customer shall be responsible for any and all costs associated with any such delay, including storage, maintenance and retesting costs.

7. INSPECTION

Customer shall visually examine the Equipment promptly upon receipt thereof. Within ten (10) days of such receipt, Customer shall notify SALD in writing of any complaint which Customer may have concerning the Equipment delivered hereunder, including but not limited to any claimed shortages, defects, delivery errors or any other problems.

8. PREINSTALLATION

8.1 Customer is responsible for the following:

(a) ensure the Equipment installation site's compatibility with SALD's shipment crates; (b) provide environmentally adequate storage space for the Equipment or the Software upon its arrival at Customer's facility and prior to installation, provide access to the facility to SALD's employees for pre-installation surveys, unpacking, and installation of each system; (c) make available Customer's personnel in sufficient numbers and of adequate capabilities on site to assist SALD during pre-installation, unpacking, and installation; (d) use SALD approved equipment, rigging, or other services to transport the Equipment or the Software, either assembled or in parts, to the place of installation; (e) establish and maintain additional site conditions as indicated pursuant to SALD's then current installation requirements; and (f) provide any other support or assistance as requested by SALD (collectively, the "Pre-Installation Conditions"). If, as a result of Customer's failure to comply with the Pre-Installation Conditions, SALD is unable to complete an installation as scheduled, Customer shall be responsible for such delays and compensate SALD for any additional costs or expenses incurred, including the cost of subsequent or extended visits necessary to complete the installation.

8.2 Customer is responsible to arrange the facility on its own cost to meet the specification for installation of the equipment. Utilities for example: dry and clean compressed air, demi water, TMAI, N₂ grade 5, all piping (this means: piping to the machine itself, between machine - abatement, machine - gas cabinet, abatement - gas cabinet) to be supplied by customer. For detailed information SALD refers to the utility list of the equipment.

9. INSTALLATION

The Equipment and/or the Software shall be installed by SALD, provided that all the Pre-Installation Conditions stated in Section 8 have been met by Customer. In the event installation cannot be completed within thirty (30) days of the delivery of the Equipment or the Software due to causes other than SALD's fault, including Customer's failure to comply with the Pre-Installation Conditions, installation shall be deemed completed and the SAT (as defined in Section 10) shall be deemed satisfied and met within thirty (30) days of shipment. Any unpaid balance of the purchase price shall thereupon become due, and the warranty period shall commence to start thirty (30) days after shipment.

10. ACCEPTANCE TEST

Prior to shipment, the Capital Equipment will be subjected to SALD's standard factory-acceptance test at SALD's factory (the "Factory Acceptance Test" or, alternatively, "FAT", as defined in the attachment). Customer will be invited to attend the FAT at Customer's expense. SALD shall provide Customer with written verification of the Capital Equipment's performance to the FAT. Upon delivery of such verification, SALD is authorized to proceed with shipment of the Capital Equipment. After onsite installation at Customer's premises, the Capital Equipment will be subjected to SALD's onsite acceptance test (the "Site Acceptance Test" or, alternatively, "SAT", as defined in the attachment). Customer will be invited to attend the SAT. At such time as the Capital Equipment meets the SAT, the installation shall be deemed to be completed (the "Site Acceptance Date", or, alternatively, "Final Acceptance Date"). Notwithstanding anything to the contrary in these Terms and Conditions, the Site Acceptance Date, or, alternatively, the Final Acceptance Date shall be the earlier of: (a) such time as the Capital Equipment meets the SAT, (b) such time CUSTOMER uses the Capital Equipment for any purpose, including production or R&D, prior to completion of the SAT, and (c) ninety (90) days from shipment if acceptance or use has been delayed through no fault of SALD. Any unpaid balance of the purchase price shall thereupon become due and payable within ten (10) days after the Final Acceptance Date, and the warranty period shall start from the Final Acceptance Date. Minor deviations from specifications or acceptance criteria, which do not affect Customer's

ability to use the Capital Equipment shall not be grounds for delayed acceptance but shall be remedied under the terms of the applicable warranty.

11. CANCELLATION

Customer agrees that in the event of cancellation by Customer of the order or any part thereof prior to the scheduled shipment date, Customer shall pay SALD as liquidated damages, and not as penalty, a percentage of the price for such items cancelled as based on the following schedule:

- >151 days before scheduled shipment date: 20% of the purchase price;
- 150-121 days before scheduled shipment date: 30% of the purchase price;
- 120-90 days before scheduled shipment date: 40% of the purchase price;
- 60-89 days before scheduled shipment date: 50% of the purchase price;
- 30-59 days before scheduled shipment date: 60% of the purchase price;
- < 29 days before scheduled shipment date: 70% of the purchase price.

This section shall not be deemed to create any right of cancellation in Customer and only reflects the parties agreement as to the fair and reasonable damages to which SALD shall be entitled in the event of cancellation by Customer taking into account relevant factors, including without limitation, the customized nature of the Equipment or the Software and the limited number of potential customers for the Equipment or the Software.

12. RETURNS

Customer shall have no right to return the Equipment or the Software or any part thereof, and no Equipment or the Software may be returned without SALD's written consent, which may be withheld, in SALD's sole discretion. SALD assumes no responsibility for unauthorized returns. All expenses for returned Equipment or the Software shall be borne by Customer.

13. WARRANTY

13.1 New, Remanufactured or Refurbished Capital Equipment – SALD warrants that for a period of one (1) year after the Site Acceptance Date or fifteen (15) months after shipment, whichever occurs earlier, that a New, Remanufactured or Refurbished Capital Equipment, used under normal operating conditions, shall be free of material defects in materials and workmanship.

Direct Shipped Capital Equipment- SALD warrants that for a period of twelve (12) months after the Site Acceptance Date or fifteen (15) months after shipment, whichever occurs earlier, that a Direct Shipped Capital Equipment, used under normal operating conditions, shall be free of material defects in materials and workmanship and that the Services shall be performed in a workmanlike manner.

Software upgrade/Option – SALD warrants that for a period of fifteen (15) months after shipment, The Software upgrade/option, used under normal operating conditions, shall perform in all material respects in accordance with standard documentation provided with the Software Upgrade/Option. Notwithstanding anything to the contrary, SALD does not warrant operation of the Software Upgrade/Option shall be uninterrupted or error free.

Hardware Upgrade/Option – SALD warrants for a period of fifteen (15) months after shipment, the Hardware upgrade/Option, used under normal operating conditions, shall be free of material defects in materials and workmanship.

Services – SALD warrants that the Services shall be performed in a workmanlike manner. Capital Equipment sold hereunder may include additional warranty terms and conditions for systems and components. Such additional warranty terms and conditions, if any, shall be stated in the body of the quotation. Each part or spare part or

out-of-warranty repair is warranted within the scope of the original applicable warranty for a period of ninety (90) days after shipment or after such repair service has been rendered.

This warranty is extended solely to Customer and is not transferable to subsequent entities or users and is conditioned upon Customer maintaining and operating the Equipment and the Software in accordance with SALD's then current specifications. If SALD finds the Equipment and the Software or any part of it, after notice from Customer and appropriate tests and inspection, to have any defect covered by this warranty, SALD will, at its discretion and as its sole liability, and Customer's sole and exclusive remedy, either repair the same or install a replacement. Any parts removed from the Capital Equipment for replacement will be retained by SALD. Warranty services shall be provided during normal business hours 9:00 a.m. to 5:00 p.m., Monday through Friday based on the location of the nearest SALD repair facility. Liability for the Warranty made herein shall in no event exceed the cost of correcting defects or, at SALD's option, of replacing the defective item.

13.2 With respect to any Services performed by SALD, SALD's sole liability, and Customer's sole and exclusive remedy, for any defect therein shall be to perform again such Services at SALD's expense. Parts furnished in the Services shall be new or rebuilt parts, at the option of SALD, but shall be as good as new parts.

13.3 The foregoing are the sole and exclusive warranties provided by SALD to Customer, and SALD hereby disclaims all other warranties whether written or oral, or whether express, implied, or statutory, including but not limited, and implied warranties or conditions of merchantability, non-infringement, title or fitness for a particular purpose or arising from course of dealing or usage of trade, in connection with the design, sale, installation, service or any use of the equipment, the software, the service, any part thereof, or any other services or materials provided under these terms and conditions.

13.4 Without limiting the generality of the foregoing, SALD's warranty does not cover and no warranty is made with respect to:

- Failures discovered but not reported within the warranty period specified.
 - Accessories, attachments or other devices not furnished by SALD.
 - Failure of the Equipment, which in SALD's judgment is caused by other than normal wear and tear or by, conditions not controllable by SALD, including without limitation thereto: (a) attempts by other than SALD personnel to install, modify, repair or maintain the Equipment without SALD's specific prior written authorization, (b) improper use or misuse or lack of use of the Equipment, (c) fluctuations of line voltage, current, vacuum, gas, humidity, temperature or other factors which exceed those limits as indicated in the then current Installation conditions manual, (d) damage by fire, water, vandalism, riots, civil unrest, or (e) strikes, lockouts, embargoes, insurrection, inability to obtain shipping space or materials, or government acts, restrictions, or limitations.
 - Damage in shipment or otherwise not caused by faulty packing or crating, whether or not SALD selected the means of shipment and/or carrier.
 - Such parts, which by their nature in normal use in accordance with SALD's specifications therefore, have a life expectancy shorter than the applicable warranty period, commonly referred to as "consumable".
- 13.5** As a condition of SALD's obligations under this warranty, Customer shall (a) notify SALD immediately of any claimed failure of the Equipment, the Software, or the Services, (b) allow SALD's service personnel prompt, full and free access to the Equipment, the Software, or the Services and the premises on which it is located (c) not impose a waiver of liability or other restriction on SALD's service personnel as a site access requirement, (d) ensure that at least one (1) of Customer's employees shall be on the premises during the performance by SALD of any Services,

and (e) provide free of charge to SALD service personnel performing the Services a reasonable and secure space for documentation, tools, test equipment, etc. Furthermore, Customer agrees to permit SALD to implement remote, automatic means of collecting data from the Equipment. Such data may relate to the use of the Equipment, including tool and process parameters, environmental conditions, and interconnections with other equipment. SALD will use such data solely for purposes of fulfilling its obligations under this Section, supporting the use of the Equipment, providing maintenance and repair services, analysing Equipment problems or underperformance, providing preventative maintenance monitoring, developing recommendations for use of the Equipment, performing tuning and performance enhancement, and developing new features and improved performance. Such data shall be deemed Customer's Confidential Information, and SALD will protect the data in accordance with Section 19: Confidentiality. Customer agrees to permit SALD to continue the data collection processes for so long as it owns or operates the Equipment.

14. LIMITATION OF LIABILITY

SALD's total aggregate liability for any and all damages of any nature to Customer or any other person or entity whether in contract, TORT (including negligence and strict liability), or otherwise, shall in no case exceed the price allocable to the services, the Equipment, the Software of part thereof which gives rise to the claim. In no event will SALD be liable for any loss of production, loss of profits, loss of use, business interruption, cost of cover, or contingent damages, howsoever caused, including any such Damages caused in connection with or arising out of, or resulting from the provision of the services or from the design, manufacture, sale, delivery, resale, inspection, repair, maintenance, or use of any Equipment, the Software, or parts thereof, even if SALD has been advised of the possibility of such damages. SALD and Customer have agreed that these limitations will survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed of its essential purpose.

15. DOCUMENTATION

SALD shall furnish with each Equipment or Software one (1) copy (except as otherwise quoted) of the manuals as stated in the effective quotation from which the Equipment or the Software was purchased. Customer shall not make copies of such documents for any purpose other than for its own internal use, and all such copies shall bear any SALD copyright notice which appears on the original.

16. DEFAULT IN PAYMENT

Failure by Customer to make any payment promptly when due shall be default by CUSTOMER and shall entitle SALD, in addition to such remedies as are provided by law, including but without limitation thereto to suspending all business activities, warranty service, and post warranty service with respect to Customer, to collect interest on overdue amounts equal to one and one half (1.5%) per month or at maximum rate permitted by law, and/or to repossess any Equipment as to which any payment or partial payment has not been made in full when due at the sole discretion of SALD. Customer shall reimburse SALD for any and all collection fees incurred.

17. OWNERSHIP

The equipment of SALD, which is delivered and installed by SALD or its reseller, will remain ownership of SALD as long the contract value of 100% hasn't been paid to SALD bank account by customer or its reseller.

18. SECURITY INTEREST

18.1 For sales involving Equipment used or to be used in the United States: Not applicable.

18.2 For sales involving Equipment used or to be used in Asia or Europe, customer explicitly accepts that SALD shall retain title of the Equipment until full payment has been received of all amounts due in accordance with the transaction and Customer shall only sell, pledge or alienate the Equipment in Customer's ordinary course of business and Customer shall take all measures to protect the Equipment and to ensure that SALD's right to the Equipment is in no way prejudiced. For the avoidance of doubt parties agree that the only rights that SALD retains with the title are those enabling recovery of the Equipment in the event of Customer's default on payment. Customer shall be obliged to insure the Equipment at its own expense for the time the equipment is not paid for in full by the Customer. Customer shall give SALD any assistance in taking any measures required to protect SALD's rights in Equipment not fully paid. If Customer fails to make any payments to SALD when due, the Customer shall, upon SALD's first notice, be obliged to return to SALD, at Customer's risk and expense, any Equipment that is subject to the retention of title. The retention and the shipping back of Equipment shall not in any way affect any other rights of compensation SALD may have under this Agreement or applicable law.

19. SOFTWARE LICENSE

All operating software, revisions of operating software, source code, and other software, including the Software, furnished by SALD shall remain the property of SALD or its suppliers, whichever is applicable, and title thereto is not being sold or transferred to Customer. SALD reserves all rights and licenses in and to the Software not expressly granted to Customer under this Agreement. SALD hereby grants to Customer a personal, revocable, nonexclusive, paid-up, site-specific, nontransferable license to use all such software contained in the Equipment for the purpose of operating the Equipment for its intended purposes or using the Software in connection with the Equipment. Customer may not make copies of the software or may not transfer or export the software or the right to make copies thereof to any third party without SALD's prior written consent. Customer acknowledges that the Software contains trade secrets of SALD, and, in order to protect such trade secrets, Customer agrees not to disassemble, decompile or reverse engineer the Software nor permit any third party to do so, except to the extent such restrictions are prohibited by law.

20. CONFIDENTIALITY

Each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the party in connection with this transaction. Each party warrants to the other that such care is reasonably calculated to prevent the disclosure of Confidential Information. In addition, no party will use the Confidential Information of the other party except to exercise its rights and performs its obligations under these Terms and Conditions. The term "Confidential Information" of a party shall mean all information which is not generally known and which is confidential or proprietary, including, but not limited to, all customer information, customer lists, price lists, supplier lists, marketing plans, financial information, processes, methods, practices, technical plans, research, development, manufacturing, purchasing, accounting, marketing and business systems or techniques and related documentation. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver; is disclosed with the prior written approval of the discloser; was independently developed by the receiver prior to the receipt of the Confidential Information or without access to or use of Confidential Information; becomes known to the receiver from a

source other than the discloser without breach of the Agreement by the receiver and otherwise not in violation of the discloser's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body. The parties' obligations pursuant to this paragraph shall not expire.

21. PATENT, TRADEMARK, COPYRIGHT INFRINGEMENT INDEMNITY

21.1.1 Notwithstanding any other section herein, SALD shall not be obligated to defend against, and shall not be obligated to indemnify for, any suit for infringement of any Third Party Right covering, except for a modification or combination, for which SALD specifically agrees in writing to defend and indemnify Customer, a modification, by or for Customer, of the Relevant System, or a combination, by or for Customer, of the Relevant System with any other part or product, whether or not such part or product is supplied by SALD, or any method, process or products in which, or in connection with the manufacture of which, the Relevant System may in any way be used.

21.1.2 Notwithstanding any other section herein, SALD shall not be liable for any suit or claim, that the use of the Relevant System (as opposed to the sale of the Relevant System, as such) infringes, contributes to infringement of, or induces infringement of, any Third Party Right, or that the nature or number of products manufactured by Customer's use of the Relevant System, directly or indirectly, infringes any Third Party Right.

21.1.3 Notwithstanding any other clause herein, SALD shall not be liable for any suit or claim against Customer by any future purchaser or user of the Relevant System, without SALD's prior and specific consent.

21.2 SALD's aggregate liability and obligation under this Section 20 shall be limited to a suit formally commenced within a term of five years starting on the shipment date of the Relevant System subject to such suit, and a maximum amount not to exceed the sales price of the Relevant System, paid by Customer to SALD hereunder, less straight-line depreciation over said five years.

21.3 The foregoing states SALD's entire liability and obligation in connection with any suit or claim for infringement or misappropriation of any intellectual property or other proprietary right, and, except as expressly stated in this Section 20, SALD makes no warranty, express or implied, regarding non-infringement of any Third Party Right. Furthermore, SALD shall not under any circumstances be liable to Customer or any other party for any other loss or damage whatsoever not explicitly provided for herein, including without limitation, consequential, enhanced, exemplary, incidental, punitive, or special damages, or for any claim by Customer or any other party for loss of data, profits, revenue, savings, or use of the Relevant System, however caused, or under any theory of liability.

22. GENERAL

22.1 GOVERNING LAW; JURISDICTION.

22.1.1 For sales involving the Equipment or the Software used or to be used outside of United States, this Agreement shall be governed by and construed according to the laws of the Netherlands. The parties consent to the jurisdiction of the competent court residing in the juridical district of Rotterdam for any action involving this agreement. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods in its entirety. No action by Customer may be brought more than twelve (12) months after the facts occurred upon which the cause of action arose.

22.1.2 For sales involving the Equipment or the Software used or to be used in the United States: not applicable.

22.2 FORCE MAJEURE

SALD shall not be liable in any manner for failure to deliver or delays occasioned by causes beyond SALD's reasonable control, to include without restriction, strikes, lockout, fires, embargoes, war, riots, insurrection, accidents, delays of carriers, subcontractors or suppliers, inability to obtain shipping space or materials, and governmental acts and regulations. If such delays occur, the time for performance shall be extended for such time as may be reasonably necessary to enable SALD to perform. If, due to any such contingency, SALD's supplies of the Equipment, the Software, or the Services covered hereby are limited, SALD shall have the right to allocate and prorate the available supply in such a manner as it, in its sole discretion, determines.

22.3 COMPLIANCE WITH LAW

In the performance of its obligations under this Agreement, Customer shall at all times strictly comply with all applicable laws, regulations and orders, including export control laws and regulations of any country having proper jurisdiction. Customer specifically acknowledges that the Equipment, the Software, and other information, including technical data, technology, and software "Controlled Matter" related to the Equipment or the Software may be subject to export control laws and regulations, including the U.S. Export Administration Regulations and U.S. trade embargo regulations as well as to the European export control regulations. Without limiting the generality of this provision, Customer agrees that no Controlled Matter supplied will be: (a) re-exported, released or in any way transmitted to countries other than the United States except as may be authorized under U.S. law and with the prior written authorization of SALD, or (b) re-exported, released or in any way transmitted to any other person outside of the U.S. if such a re-export, release or transmission would violate U.S. law.

22.4 ASSIGNMENT

Customer shall not assign or delegate its rights and obligations hereunder. Any attempted assignment or delegation by Customer without the prior consent of SALD shall be void or of no effect. SALD shall be permitted to assign or delegate its rights and obligations hereunder.

22.5 MISCELLANEOUS

This document constitutes the entire agreement between Customer and SALD with respect to the subject matter hereof and supersedes all prior representations, negotiations and agreements, whether written or oral. No term or provision hereof shall be waived or modified or deemed waived or modified by either party unless such waiver or consent to modify is in writing signed on behalf of the party against whom it is asserted. All communications required or permitted hereunder shall be in writing. No consent by either party to, or waiver of, a breach by either party will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If any provision of the Terms and Conditions is held unenforceable, ineffective or illegal for any reason, such decision shall not affect the validity or enforcement of any or all of the remaining portion of the Terms and Conditions.

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