

## General Terms and Conditions of Sales

### 1. General

- 1.1 Except otherwise expressly agreed by both Parties, any delivery of the Products and services by Seller shall be subject to the Terms and Conditions set forth herein. Buyer's terms and conditions shall only apply to the extent that Seller expressly accepts these in writing.
- 1.2 Buyer declares to have obtained all licenses and permits necessary for purchase, use or resale of the Products and services.
- 1.3 Without the prior written consent of Seller, any or all of the rights and obligations of Buyer hereunder shall not be transferred or assigned to any third party.

### 2. Information and Consultancy

Information and consultancy in relation to Seller's Products and services is provided as deemed appropriate from existing experience. Any values quoted as part thereof, especially performance data, represent average values which have been determined through experiments under standard laboratory conditions. Seller does not assume any commitment for Seller's Products or services to precisely meet the quoted values and areas of application. Section 13 (Limited Liability) of these Terms and Conditions governs any issues of liability.

### 3. Offer & Conclusion of Contract

- 3.1 Seller's quotations are non-binding unless the contrary is expressly stipulated in writing. Any delivery of Products or establishment of Contract shall only take place following Seller's written confirmation of Buyer's order or upon shipment of ordered Products.
- 3.2 If Buyer wants to cancel any order of standard Product after such order has been accepted by Seller, Seller may accept cancellation provided that Buyer shall serve a notice of cancellation arriving at Seller sixty (60) days before the expiration of the delivery period and pays a twenty percent (20%) cancellation fee to Seller. If Buyer wants to cancel any order of customized Product, Seller may accept cancellation provided that Buyer bears all costs, losses and damage of Seller incurred before the notice of cancellation of the order arrives at Seller (including the day).

### 4. Pricing Principle

- 4.1 Seller's quotation confirmed by both Parties shall solely apply. Additional services will be invoiced separately.
- 4.2 Unless otherwise specified, all prices are quoted as Contract value including value added tax.
- 4.3 All prices quoted are based on Seller's current Product specifications and any changes or additions to those specification require Seller's prior written approval. All prices are based on the associated quantity levels by number per order unless otherwise agreed to by the Parties.

### 5. Delivery

- 5.1 Delivery periods shall only be binding if expressly agreed in writing. Unless otherwise agreed in the Contract, delivery periods shall begin on the effective date of the Contract provided that any required official certificates, approval, and permits are furnished by Seller. Delivery periods shall be deemed to be met on timely notification of readiness to ship if the Products cannot be dispatched in time through no fault of Seller's own.
- 5.2 With respect to delivery periods and dates, which are not expressly defined as fixed in the Contract, Buyer shall, within two weeks after expiry of such delivery period or date, grant Seller an adequate grace period for delivery. Seller may only be deemed to be in default after expiry of such grace period.
- 5.3 Without prejudicing Seller's rights arising from Buyer's default, delivery periods and dates shall be deemed to be extended by the period of time during which Buyer fails to comply with its obligations to Seller. In case Seller does not comply with Seller's obligations, Seller shall only be liable for all types of damages in accordance with Section 13 (Limited Liability) of these Terms and Conditions.
- 5.4 Seller reserves the right to carry out a delivery using Seller's own delivery organization.

5.5 Buyer may rescind this Contract if Seller's delivery delay is more than ninety (90) days unless the hindrance is merely temporary in nature and a delay would not unreasonably affect Buyer.

5.6 Seller may perform partial deliveries and render partial services if such action would not unreasonably affect Buyer.

5.7 Any contractual or statutory right of Buyer to rescind this Contract, which Buyer fails to exercise within a reasonable period of time set by Seller, shall be forfeited.

### 6. Shipment, Passing of Risk

6.1 Unless otherwise expressly agreed, shipment shall always be carried out at Buyer's risk. The risk shall pass to Buyer as soon as the Products have been handed over to the person executing the shipment.

6.2 If a shipment is delayed for reasons to be attributed to Buyer, the risk of accidental deterioration, loss and destruction shall pass to Buyer on notification of Seller's readiness to ship. Required storage costs after passing of risk shall be borne by Buyer. This shall not affect any other claims.

6.3 If Buyer defaults in accepting, Seller shall be entitled to claim refund of any expenditure associated therewith and the risk of accidental deterioration, loss and destruction shall pass to Buyer.

### 7. Payment

7.1 Payment shall be made by Buyer in accordance with payment terms hereunder. Payment shall be considered to have been made on the day the payable sum is received. Bills of exchange and cheques shall not be deemed payment until after they have been honored and will be accepted without any obligation to make timely presentation and timely protest.

7.2 Immediately upon default of payment or from the due date, Seller is entitled to demand default interest of benchmark interest rate of one-year loan plus eight (8) percentage. Seller reserves the right to claim a higher actual damage.

7.3 Without the prior written consent with the Seller, the Buyer may not withhold or offset due payments against its own counter-claims.

7.4 Any of Seller's receivables shall be immediately payable in the event of a default in payment, a notice given in protest against a bill of exchange or suspension of Buyer's payments, independent of the term of the bills of exchange which may have already been accepted. In any of these aforementioned cases, Seller shall also be able to perform remaining deliveries only against advance payment or provision of security, and, if no such advance payment is made or security provided within a two-week time period, to cancel this Contract without fixing another extension term. This shall not affect any further claims.

### 8. Penalty for Late Delivery

8.1 Should Seller fail to make delivery on time as stipulated in this Contract, with exception of Force Majeure causes specified in the above clause, Buyer shall agree to postpone the delivery on the condition that Seller agrees to pay a Penalty. The Penalty shall be the exclusive remedy to Buyer due to Seller's delivery delay.

8.2 The Penalty, however, shall not exceed 5% of the total value of the Products involved in the late delivery.

8.3 The rate of Penalty is charged at 0.5% for every seven (7) days, odd days less than seven days should be counted as seven (7) days.

### 9. Retention of Title

9.1 Delivered Products shall fully remain Seller's property until all of the contract value receivables have been fully paid up.

9.2 Where Buyer resells Products before paying the full price of the Products to Seller, Seller is entitled to the proceeds of Buyer's reselling to the extent of the accounts payables from Buyer to Seller in respect of Products delivered and Buyer shall be deemed as Seller's trustee to possess the proceeds of reselling of Products.

9.3 If Buyer fails to perform payment obligation or other contractual obligations, Seller is entitled to rescind the Contract and to reclaim the Products delivered in accordance with the law.

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### 10. Software Rights

- 10.1 Software programs will fully remain Seller's property. No program, documentation or subsequent upgrade thereof may be disclosed to any third party, unless with Seller's prior written consent, nor may they be copied or otherwise duplicated, even for Buyer's internal needs apart from a single back-up copy for safety purposes.
- 10.2 Buyer is granted a non-exclusive, non-transferrable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product, for which such software is intended. For programs and documentation created and delivered at Buyer's request, Seller shall grant that Buyer single end user licenses for non-exclusive non-transferrable exploitation.
- 10.3 Typically, no source programs are provided. This shall require a special written agreement in each particular case.

### 11. Inspection

- 11.1 It is Buyer's responsibility to carefully inspect the Products, even where demo-systems have previously been provided, immediately upon delivery both with regard to the condition of the Products to check whether the delivery is complete. If Buyer fails to notify Seller of any non-conformities with the Specifications within a reasonable period following delivery, not to exceed seven(7) calendar days, or is using the Product in a production environment or for the regular conduct of its business, the Product shall be deemed accepted. The foregoing applies to the inspection and acceptance of Product which is repaired or replaced.
- 11.2 Where any dispute between Seller and Buyer arises from the quality, quantity/weight of the Products, Buyer shall apply to the quality inspection institute mutually agreed by both Parties for an inspection of the Products in respect of their quality, quantity/weight.
- 11.3 The inspection has no prejudice to the warranty provisions hereunder.

### 12. Quality and Warranty

- 12.1 Seller shall remedy defects if the warranty claim is valid and within the warranty period. It is at Seller's discretion whether Seller remedies the defect by repair or replacement. Seller shall only bear costs necessary to remedy the defect. The Products claimed to be defective shall be returned to Seller for examination in their original or equivalent packaging with transportation charges prepaid for the account of the Buyer.
- 12.2 Seller shall be entitled to refuse to remedy defects in accordance with Seller's statutory rights. Seller is entitled to refuse to remedy defects if Buyer has not complied with Seller's request to return the Products claimed to be defective.
- 12.3 Buyer shall be entitled to rescind the Contract or reduce the contract price in accordance with Buyer's statutory rights, however, Buyer shall not be entitled to rescind this Contract or to reduce the contract price, unless Buyer has previously given Seller twice a reasonable period to remedy the defect which Seller has failed to observe. In the event of rescission, Buyer shall be liable for any intentional or negligent actions that cause destruction or loss of the Products as well as for failure to derive benefits from the Products. In case of rescission of the Contract by the Buyer, Seller's sole liability is to refund the payment of Seller after deduction of reasonable use fees that the Seller shall pay for using the Product.
- 12.4 Any rights of Buyer to receive damages or compensation shall be governed by the provisions in Section 13 (Limited Liability) of these Terms and Conditions.
- 12.5 Specifications of Seller's Products, especially pictures, drawings, data about weight, measure and capacity contained in offers and brochures are to be considered as average data. Such specifications and data shall in no way constitute a quality warranty but merely a description or labeling of the Products.
- 12.6 Unless limits for variations have expressly been agreed in the order confirmation, such variation shall be admissible that are customary within the trade.

- 12.7 Seller shall not assume any liability for defects in the Products supplied if they are caused by normal wear and tear. Buyer shall have no rights against Seller in respect of defects in Products sold as lower-class or used Products. Buyer shall have no rights in respect of defective Products that have been tampered with or altered without Seller's consent, unless Buyer proves that the defect in question was not caused by such tampering or alteration of the Products.
- 12.8 Any warranty shall be void if operating or maintenance instructions are not observed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with Seller's original product specifications, unless Buyer proves that the defect in question resulted from another cause. Seller's warranties will not apply to any Products with respect to which there has been (i) improper installation or testing by Buyer, (ii) failure to provide a suitable operating or storage environment, (iii) use of the Products for purposes other than that for which it was designed, (iv) failure to monitor or operate the Products in accordance with applicable Seller specifications and good industry practice, (v) unauthorized attachment or dismantling or alteration of the Products, (vi) abnormal mechanical, physical or electrical stress, (vii) modifications or repairs done by any party other than Seller (unless authorized by Seller), (viii) mishandling during shipment of the Products; or (ix) any other abuse, misuse, neglect or accident by Buyer.
- 12.9 Buyer shall be obliged to notify defects to Seller in writing or via fax immediately and make reasonable efforts to reduce the loss or avoid the increase of the loss.
- 12.10 The warranty period shall be 12 months counting from the date on which the Service Report or Acceptance Certificate has been signed by the representative of Seller as well as the representative of the Buyer or the end user of the Product. If the report is not signed within 3 months after delivery date and it is due to reason other than the Seller, then the warranty period shall begin from the delivery date. The warranty period of repaired or replaced Products shall be the remnant of the original warranty period or 90 days from the date of the shipment of the repaired or replaced Products, whichever ends later.
- 12.11 The warranty period and the other terms and conditions of warranty for non-Zeiss products shall be subject to the standard of the manufacturer of such products.
- 12.12 SELLER IS EXEMPTED FROM ITS OBLIGATIONS UNDER SECTION 12 AND OTHER DUTIES IN RELATION TO WARRANTY OF QUALITY FOR NON-ZEISS PRODUCTS, CONSUMABLES, PREVENTIVE MAINTENANCE PARTS AND SOFTWARE CONTAINED IN THE PRODUCTS AND OTHER PARTS OF THE PRODUCTS AS OTHERWISE STIPULATED AND AGREED BY BOTH PARTIES. THE WARRRANTY OBLIGATIONS STATED IN SECTION 12 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 13. Limited Liability

- 13.1 Seller's liability for damages, whether as a result of breach of Contract or tort, shall be limited to typical damages for breach of the Contract which are foreseeable by the Seller at the time of the conclusion of this Contract. To the greatest extent permitted by the applicable law, in no event shall Seller have any liability under any contract for any special, incidental, punitive, exemplary, indirect or consequential damages, including but not limited to loss of profit, loss of production, loss of revenue, interest, capital, financing, goodwill, use, business reputation, opportunity or productivity, however arising, even if the Seller has been advised of the possibility of such damages. Meanwhile, except for property damages caused by willful act or gross negligence or personal injury, the aggregated liabilities of the Seller for any kind of claims for loss or damage shall, in no event, exceed the price of the Products causing such damages.
- 13.2 The total sum of any and all liquidated damages caused by Seller's delay of delivery under this Contract shall be limited to 5% of the agreed purchase price.

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- 13.3 Buyer shall secure data at appropriate intervals and at least once per day. Seller shall not be liable for losses or alteration of data caused by its software program.
- 14. Intellectual Rights**
- 14.1 In the event of claims against Buyer because of infringement of an intellectual property right or a copyright of a third party in using Seller's Products or services, Seller shall be responsible to obtain the right for Buyer to continue using such Products or services, provided that Buyer gives immediate written notice of such third party claims and Seller's rights to take all appropriate defensive and out-of-court actions are reserved. If, despite such actions, it proves impossible to continue using Seller's Products or services under reasonable economic conditions, it shall be understood and agreed that Seller may, at Seller's discretion, modify or replace the particular Product or service for removal of a legal deficiency, or reclaim such Product or service with refunding of the sales price previously paid to Seller less a certain deduction to account for the age of the Product or service in question.
- 14.2 Buyer shall have no further claims alleging infringement of intellectual property rights or copyrights, if Seller has not either violated essential contractual duties or have intentionally or grossly negligently breached contractual duties. Seller shall have no liability where infringement of intellectual property rights is caused by exploiting Seller's Products or services in any other way than provided by Seller or by operating these together with any other than Seller's own Products or services.
- 14.3 Buyer will defend, indemnify and hold Seller harmless from and against any expense or loss resulting from infringement of patents, copyrights, trademarks or other intellectual property rights arising solely from compliance with Buyer's designs, specifications or instructions and/or from Buyer's combination of the Products with devices or elements not provided by Seller.
- 14.4 The foregoing provisions are in lieu of and exclusive of any other expressed, implied or statutory warranty against infringement and state the entire liability of Seller for infringement of patents, copyrights or other intellectual property rights by the Products.
- 15. Disposal**
- 15.1 Buyer is obliged to closely observe Seller's Products accompanying documents and to ensure the correct disposal of the Products specified in the delivery note in accordance with the applicable law.
- 15.2 Buyer shall be obliged to dispose the Products at own costs. Buyer shall be obliged to transfer this obligation on the purchaser of the Products or parts thereof in case of a resale of the Products.
- 16. Force Majeure**
- 16.1 Seller shall not be held responsible for failure or delay to perform all or any part of this Contract due to flood, fire, earthquake, drought, war, government restraint, change of related policy or any other events which could not be predicted at the time of conclusion of this Contract, and could not be controlled, avoided or overcome by Seller. However, Seller will inform Buyer of the occurrence of such force majeure events in writing as soon as possible.
- 16.2 If a force majeure event lasts over 60 days, both Parties shall negotiate the performance or termination of this Contract. If no agreement is made within 60 days after the foregoing negotiation commences, either party is entitled to terminate this Contract immediately with written notice to the other party without any liabilities to such termination.
- 17. Confidentiality and Person Information Protection**
- 17.1 Unless otherwise expressly stipulated in writing, no information provided by Buyer to Seller in connection with orders shall be regarded as confidential, unless their confidential nature is obvious.
- 17.2 During the negotiation, execution and performance of the Contract, Buyer will provide personal information ("PI") to Seller. Buyer warrants that its collection and provision of PI are legal and authorizes Seller and its affiliates, whether domestic or overseas, the rights to store, process, transit and use PI. "Use" herein refers to use PI for the purposes of the performance of the Contract and administration of business relationship between Seller and Buyer ("Purposes"). Further, Buyer understands and agrees that provided that PI is kept confidential and compliant with the applicable laws and regulations, for the Purposes, Seller may use and store PI at a database platform of a third party (whether domestic or overseas).
- 18. Miscellaneous**
- 18.1 Should any of the clauses of these Terms and Conditions be wholly or partially invalid, the validity of the remaining clauses or parts thereof shall not be affected.
- 18.2 All or any part of this Contract cannot be amended unless otherwise agreed upon by both Parties in writing.
- 18.3 The interpretation, validity or other matters not specified herein shall comply with the regulations and criteria of laws of Taiwan. Any dispute arisen shall be solved based on good faith principle by both Parties. If litigation is necessary, both Parties agree to submit the dispute to Taiwan Taipei district court as the Court of First Instance. The lawyer's fee shall be borne by the defaulting party.
- 18.4 Except for otherwise provided, Seller may provide maintenance, repair service or other service to Buyer for which a separate service agreement will be entered into between Buyer and Seller.
- 18.5 Seller may render the after-sale services and other services in relation to sales of the Products as the case may be, through a company it designates.
- 19. Export Control**
- 19.1 The sale, resale and the disposal of the Products and services including any associated technology or documentation shall be governed by sale, resale, export control and disposal regulations of Taiwan as well as other countries/regions where applicable, including but not limited to Germany, European Union and United States. Any Contract shall be valid only on the condition that the Contract does not violate the related applicable laws and regulations of export control. Specifically, the Contract is valid only when it is fully compliant with the above laws and regulations and has all necessary official approvals. In the event the Contract is invalid based on the related applicable laws and regulations of export control, any claims to Seller especially losses and damages shall be excluded.
- 19.2 In accordance with related laws and regulations, Seller is prohibited to sell or dispose any product and service (including any related technology, software or files) to the denied person or personnel that use or may use the Products for military purposes, atomic, biological, chemical weapons or nuclear technology. Seller and its related companies shall, in no event, be obligated or liable to after-sale, quality warranty or any other service of denied person or personnel that use or may use the Products for military purposes, atomic, biological, chemical weapons or nuclear technology.
- 19.3 Buyer undertakes to comply with applicable export control regulations throughout the contract period, including but not limited to providing written documents as required. If Buyer violates any of export control regulations or fails to provide documents required by export control regulations during the performance of this Contract, Seller is entitled to suspend or terminate this Contract without any liabilities thereof. In the event Seller fails to provide or provide in a timely manner the Product and/or service due to the export control reason (for instance the export control regulation of country of origin or country of export), the Section 16 Force Majeure applies.
- 19.4 Any resale and re-export of any product, software and files shall comply with Section 19 and need Seller's prior written consent; such written consent shall be granted only if all necessary official licenses have been provided, and, if necessary, Buyer's further documents (for instance End-use Certificate from end user) have been provided.
- 19.5 Buyer understands and agrees Seller's compliance with applicable export control regulations of related countries/regions is one of preconditions of Seller's performance of this Contract. Buyer shall provide the original End-use Certificate with signature and stamp to Seller at the time of execution of this Contract. Furthermore, Seller

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may, due to export control regulatory requirements, request more documents (e.g. company profile/company presentation, presenting end-user/Buyer's business activities) from Buyer. If the provision of documents is delayed, the delivery of Products will be delayed accordingly.

- 19.6 If the Product is subject to the export license issued by the relevant country of export, Buyer shall provide Seller the original Statement of End-User and End-Use issued by the Taiwan authority within one month after signing the Contract but no later than ten weeks before the shipment of the Product for the relevant exporter to apply for the export license. In case of delay in providing the foregoing document, the shipment of the Products shall be postponed accordingly and a liquidated damage of 0.5% of the price of the Products per week of delay will be charged, and the odd days will be calculated as a week. If the delay is more than two (2) months, Seller is entitled to rescind the Contract and forfeit the deposits or down payment paid by the Seller. Furthermore, Buyer shall provide Seller the original Incoming Goods Receiving Report of the Products stamped by the end-user within one month after the Products are imported, and Seller is entitled not to provide installation or further service for the Product until receiving it. If Buyer fails to provide the said report within four (4) months of the delivery of the Product, such failure shall constitute material breach, Seller is entitled to terminate the performance of this Contract and pursue Buyer's liabilities for breach.
- 19.7 If after Buyer purchases the Products with an export license, the end user, location of end-use, application and purpose of the Product or other aspects no longer conforms to that stated in the End-use Certificate, Buyer shall notify Seller immediately, fill out and provide End-use Certificate and other related documentation to Seller for review. If Seller needs to re-apply export license in accordance with export control regulations of related countries/regions of export, Seller is entitled, before re-obtaining the export license, cease to perform the Contract immediately. Buyer undertakes that it will and ensure the end user will facilitate Seller in applying the required export license.