

1. Exclusive validity

1.1 These GTP set forth the conditions governing the purchase of products by INFICON.

1.2 Contrary or inconsistent terms and conditions of the supplier shall not be deemed accepted by INFICON unless INFICON shall have agreed thereto in writing.

1.3 These GTP shall apply even in cases where INFICON unreservedly accepts deliveries from the supplier knowing that the supplier has contrary or inconsistent terms and conditions.

1.4 The specifications, objectives, and prices for deliveries pursuant hereto shall be set forth in separate orders. Upon the supplier's acceptance of an order, an individual delivery agreement shall come into effect. These GTP constitute an integral part of each delivery agreement.

2. Offer

2.1 By a 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 INFICON and explicitly point out any deviations; the supplier, therefore, acknowledges its duty to inform. If the supplier does not limit the validity of its offer it will be considered to be binding for 90 days.

3. Order

3.1 To be effective, orders must be placed in writing. Acceptance of an order by the supplier shall be deemed effective if the order confirmation is in writing or if the supplier does not object in writing within 48 hours after receipt of order. Orders or order confirmations may be transmitted electronically.

3.2 If the conclusion of a delivery agreement is made dependent on an order confirmation, INFICON 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 everything required for the proper operation and functioning of the product, regardless of whether mentioned or described in the specifications set forth in or related to the order.

4. Prices and terms of delivery

4.1 The supplier's prices are considered to be fixed prices in the currency indicated on the order, DDP, delivered, duty paid, Balzers LI (INCOTERMS 2010). Different terms of delivery shall be set forth in writing by the parties.

4.2 The supplier shall be liable for any loss or damage arising during transport due to improper or inadequate packing.

4.3 A delivery note with all order specific indications shall be enclosed with each delivery. Partial deliveries and back orders shall be described as such on all shipping documents and invoices.

5. Terms of payment

5.1 The order number, exact designation as well as the drawing number or part number shall 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 INFICON on the last business day of the month following the month in which delivery is made to INFICON. The payment shall be the amount specified in the order, less a 2 percent discount. Other terms of payment shall be agreed upon by the parties in writing.

6. Dates of delivery and late delivery

6.1 The delivery is due at the destination on the date stipulated in the order. If a fixed delivery date has been agreed upon, late delivery automatically places the supplier in default, unless the supplier communicates its delivery difficulties in due time and the parties agree on a different solution.

6.2 If INFICON is entitled to compensation for damage caused by delay such compensation shall be 1 percent of the net sale price for each whole or partial week by which the delivery date is exceeded, up to a maximum of 5 percent of the net sale price of the delivery.

If the supplier is in default for a part of the delivery, the compensation for damage caused by delay shall be calculated on the price of the supplier's total performance that is affected by the late delivery.

INFICON reserves the right to claim compensation for consequential loss or any other loss suffered.

Payment of damages 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 INFICON only if it has requested them in time.

6.4 Partial or early deliveries are admissible only if the have been agreed upon.

6.5 If the supplier is in default with its delivery and if in transactions without a fixed delivery date the supplier remains in default with its delivery after a given reasonable grace period, INFICON shall thereafter be entitled to refuse acceptance of the delivery, to terminate the related delivery agreement, and/or to seek damages for non-fulfillment of the delivery obligation. The amount of any compensation for damage caused by delay pursuant to clause 6.2 above shall be credited against any damages to which INFICON may be entitled under this clause 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, INFICON may terminate the delivery agreement and waive delivery.

6.7 The delivery agreement may also be terminated if in the course of production it becomes evident that the item to be delivered will not be suitable for the purpose intended.

7. Warranty, liability

7.1 The supplier expressly warrants the guaranteed product features and specifications in the corresponding delivery agreements. 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 has been tested and inspected and meets all generally accepted rules of technology and all legal requirements under existing laws, regulations, and directives relating to design, occupational health and safety, fire and environmental protection and has been designed in a manner not to endanger life and health if handled with due care and used for the purpose intended.

7.2 The supplier shall enclose all required EU Declarations of Conformity or EU Manufacturer's Declarations with each delivery.

7.3 The supplier warrants that at the time of order fulfillment all items delivered are in conformity with the applicable laws and regulations and meet the requirements of the relevant environmental, safety, and occupational health and safety standards. In particular, the supplier commits to comply with the provisions and rules of the RoHS, WEEE, and REACH directives. The supplier shall transmit the safety data sheets required by the REACH directive to INFICON. The supplier confirms that the materials used are from conflict-free raw materials.

7.4 Within the scope of the supplier's liabilities pursuant to clause 7.1 above as well as to the Quality Assurance Agreement INFICON is not obliged to inspect any product for defects or to notify the supplier of defects in order to maintain its warranty claims, except for warranty claims in respect of obvious defects or of any other defects of which INFICON in good faith can be reasonably expected to notify the supplier.

7.5 Contrary to the legal prescriptions the warranty in respect of each product delivered by the supplier to INFICON shall survive for a period of eighteen months from the date the product is delivered to INFICON. The supplier at its own expense and free of charge to INFICON, shall promptly, upon request by INFICON, repair all defects (which shall also include non-achievement of any guaranteed specifications and the absence of guaranteed features) of which INFICON notifies the supplier during the warranty period. In addition, INFICON shall be entitled to all legally guaranteed warranty claims. Notwithstanding the foregoing, INFICON 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, INFICON 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.

7.6 INFICON shall be entitled to cancel a sale or to get a sales price reduction on account of a material defect only if the supplier fails to replace or repair a defective item by such reasonable deadline as may be set by INFICON at its discretion or if the supplier refuses to replace or repair a defective item.

7.7 If, due to special urgency or other valid business reasons, INFICON cannot reasonably be expected to give the supplier an opportunity to repair a defective item, INFICON shall be entitled to have the defective item repaired by a third party and to charge the costs thereof to the supplier. In this case, INFICON shall notify the supplier of the defect immediately upon discovery thereof.

7.8 The supplier expressly warrants that the product delivered is free of defects which will reduce its value or fitness for normal use as well as its useful life under known conditions of use.

7.9 The supplier shall be liable for all damages, including consequential damages, caused by the breach of any warranty applicable to a product delivered to INFICON pursuant to any agreement concluded hereunder.

7.10 The supplier shall indemnify and hold INFICON harmless against any loss or claim, including the cost of defending against any such claim, arising from any act or omission of the supplier that causes or is alleged to have caused personal injury or damages to the property of any third party.

7.11 The supplier is liable for its subcontractors to the same degree as for its own performance.

7.12 For replacement deliveries and repairs the supplier shall grant a warranty period of eighteen months.

8. Product liability, indemnification, insurance coverage

8.1 The supplier shall, upon first request, indemnify INFICON and hold INFICON harmless against any third party claim for damages against INFICON insofar as a product delivered by the supplier to INFICON was the cause of the damage or the cause of the damage was within the supplier's control.

8.2 The supplier shall also indemnify INFICON for all expenses arising in connection with any recall measure taken by INFICON. To the extent it may reasonably be expected to do so, INFICON 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 CHF 5,000,000.– per damage event.

9. Service and repairs

9.1 The supplier shall provide a repair and maintenance service staffed by qualified technical experts for each product delivered to INFICON for a period of at least ten years after delivery of the product to INFICON.

9.2 The supplier warrants the availability of original spare parts for each product delivered to INFICON under any delivery agreement for a period of at least ten years after delivery of the product to INFICON.

9.3 The supplier shall perform all repair and maintenance work at reasonable conditions.

10. Right to inspect work in progress

10.1 INFICON is entitled to inspect the work in progress. This does in no way alter or reduce the supplier's obligation to fulfill its contractual obligations.

11. Assembly and installation

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

12. Drawings and operating instructions

12.1 Before work on the product is started, the supplier shall submit to INFICON, on request, a set of engineering drawings for approval. Approval by INFICON does not relieve the supplier from its responsibility to ensure that the product can be built and that it will function according to the specifications. With the delivery of the product, INFICON shall be provided with the final engineering drawings, maintenance instructions and operating manuals as well as the spare parts lists for proper maintenance free of charge.

13. Secrecy and product related exclusivity agreement

13.1 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 INFICON. In particular, the supplier shall not use any manufacturing know-how made available to it by INFICON 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 contractually bind its employees and sub-contractors to adhere to the foregoing secrecy provisions.

13.2 Clause 13.1. shall survive the termination of the delivery agreement concluded hereunder. However, it shall not apply to manufacturing know-how of INFICON embodied in figures, drawings, calculations or other documents that are publicly disclosed by INFICON.

14. Third parties' intellectual property rights

14.1 The supplier represents and warrants to INFICON that the delivery to, and use by, INFICON of the supplier's products supplied under the terms of these GTP will not infringe any intellectual property rights of third parties (patents, designs, etc.). In case any such third party claim of infringement is made against INFICON, the supplier shall fully indemnify and hold INFICON harmless against such claim.

15. Applicable law, place of jurisdiction

15.1 Applicable law: the individual agreement, the present GTP and the substantive law provisions of Switzerland.

15.2 The place of performance and jurisdiction shall be the domicile of INFICON.

16. Miscellaneous provisions

16.1 Any modifications and supplements to these GTP, any delivery agreements concluded hereunder, and any modifications and supplements to such delivery agreements shall only be effective if embodied in a written instrument signed by each of the parties hereto. The foregoing provisions apply regardless of any contrary provisions in any other agreements entered into.

16.2 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.

16.3 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.

16.4 Origin or preference criteria: The provisions of the prevailing EU/EFTA conventions or free trade agreements apply.

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