

**General Terms and Conditions for the commercial supply of Products
by TRUMPF Photonic Components
("General Terms and Conditions")
Version May 2019**

1. Offer, confirmation and Agreement

- 1.1 These General Terms and Conditions shall govern the business relations between Customer and TRUMPF, also for the future, and shall apply to and form an integral part of all Offers to Customer, all orders, acceptances or acknowledgements of Customer to TRUMPF, all Confirmations by TRUMPF, and any Agreement, all as relating to the commercial sale and supply of Products by TRUMPF to Customer.
- 1.2 TRUMPF's Offers are not binding. A binding agreement shall only be formed upon written Confirmation by TRUMPF. Any Agreement is limited to these General Terms and Conditions as provided by TRUMPF. TRUMPF does not agree to any proposed amendment, alteration or addition by Customer. Any Agreement can be varied only in writing signed by TRUMPF.
- 1.3 TRUMPF is not bound by and hereby expressly rejects Customer's general conditions and any additional or different terms or provisions that may appear on any document used by Customer. Course of performance, course of dealing and usage of trade shall not be applied to modify these General Terms and Conditions.
- 1.4 For purposes of these General Terms and Conditions all capitalized terms shall have the meanings as set forth in Article 21 below.
- 1.5 Offers are open for acceptance within the period stated by TRUMPF in the Offer or, when no period is stated, within thirty (30) business days from the date of the Offer, but any Offer may be withdrawn or revoked by TRUMPF at any time prior to the receipt by TRUMPF of Customer's acceptance related thereto.

2. Prices, Invoicing and Payment

- 2.1 All prices in any Agreement (a) are in Euros or in the currency set forth in any Agreement, (b) do not include any applicable Taxes now or hereafter enacted and (c) are based on delivery "FCA" (Incoterms 2010), unless explicitly agreed otherwise in the Agreement. TRUMPF will add Taxes to the price where TRUMPF is required by law to pay or collect them and will be paid by Customer together with the price.
- 2.2 Customer will pay TRUMPF the price plus all additional costs and expenses, as specified in the Agreement.
- 2.3 Invoices shall be submitted upon delivery, unless otherwise agreed in the Agreement.
- 2.4 Customer will pay all invoices in accordance with the Agreement or, if not specified, within thirty (30) calendar days as from the date of the invoice. All payments shall be made to the designated TRUMPF-account. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due.
- 2.5 Without any notification being required therefor, interest will accrue on all late payments, at the applicable statutory rate, to the extent permitted by applicable law and payable on a monthly basis from the due date until payment in full. Furthermore, Customer agrees to pay any costs, fees and expenses incurred by TRUMPF in connection with the collection of the debt together with the applicable interest.
- 2.6 If, in TRUMPF's sole judgment, Customer's financial condition at any time does not justify supply of the Products on the agreed payment terms, TRUMPF may require full or partial payment in advance or other payment terms. If Parties fail to reach agreement on new payment terms, TRUMPF may terminate the applicable Agreement or suspend or, delay its performance until agreement has been reached.
- 2.7 In the event of any default by Customer in the payment of any fees, prices or costs due, or any other default by Customer, TRUMPF is entitled to refuse the supply of any Products under any Agreement immediately and TRUMPF may suspend, delay or cancel any credit, or supply of Products by TRUMPF, until such payments are brought current or such other defaults are remedied. Such right shall be in

addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law or in equity.

- 2.8 Customer shall not withhold or reduce any payment due by Customer to TRUMPF. Customer hereby waives any and all rights to offset existing and future claims against any payment due under the Agreement or under any other agreement with TRUMPF and agrees to pay the amounts under the Agreement regardless of any claimed offset which may be asserted by Customer or on its behalf, unless and to the extent a claim of Customer is undisputed by TRUMPF or has been established through a non-appealable judgment.
- 2.9 TRUMPF and any of its Affiliates shall at all times have the right to set-off any amounts that any TRUMPF Affiliate owes to Customer under this Agreement with any amounts that Customer owes to TRUMPF under the Agreement or any Affiliate under any other agreement. Customer unconditionally accepts all payments by way of setting off amounts between Customer and any Affiliate.

3. Title and Retention of Title

- 3.1 Products shall remain TRUMPF's property until the payment of all claims in respect of the business relationship with the Customer, including any future claims. The retention of title shall also extend to any Products delivered by way of exchange.
- 3.2 If the Products under retention of title should be processed, mixed or combined with other items that do not belong to TRUMPF, TRUMPF shall have a right to co-ownership of the new item in the same ratio as that between the value of the Products under retention of title, including Taxes, and the value of the other items processed or combined at the time of processing or combination. Customer shall store the item on behalf of TRUMPF free of charge.
- 3.3 Until further notice Customer is authorized to dispose of the Products under retention of title within the framework of its ordinary business operations.
- 3.4 Customer must immediately notify TRUMPF in writing if any third parties should seize the Products under retention of title or take possession of the claims assigned to TRUMPF and must give TRUMPF every possible support in the intervention.
- 3.5 The costs for complying with the said duty to co-operate in enforcing all rights in respect of the retention of title and for all arrangements made for the maintenance and storage of the Products shall be borne by Customer.
- 3.6 In case of insolvency proceedings over Customer's property TRUMPF is entitled to withdraw from the contract provided the Products under retention of title have not been fully paid.

4. Delivery and Acceptance

- 4.1 TRUMPF shall use its commercially reasonable efforts to meet the Delivery Date set forth in the Agreement. Should TRUMPF anticipate at any time its impossibility to meet the Delivery Date, TRUMPF shall promptly notify the Customer by written notice. Such written notice shall contain the current state of the Products, the reasons for the foreseeable delay and the new reasonable period of time, to be agreed with Customer, with a minimum of thirty (30) business days, within which TRUMPF shall use such commercially reasonable efforts to supply the Products ("New Delivery Date").
- 4.2 If in spite of TRUMPF using its commercially reasonable efforts, the New Delivery Date is not met, Customer may terminate the part of the Products not supplied on the New Delivery Date. Any claims for damages with respect to the breach of its delivery obligations shall be governed by clause 8.
- 4.3 In case any specific acceptance procedure in the Agreement has been agreed for the Products, Customer agrees to execute such acceptance



procedure with respect to such relevant Products within the period agreed. In case no specific acceptance procedure in the Agreement has been agreed for the Products, such Products will be deemed accepted and approved on the Delivery Date unless rejected in writing within a period of ten (10) business days after delivery. Should acceptance be rejected for non-conformity of the Products with the agreed acceptance criteria, the obligations of TRUMPF described in clause 5 are TRUMPF's only obligations and Customer's sole and exclusive remedy for non-conformities of the Products.

- 4.4 With regard to Custom Products TRUMPF shall not be required to start production prior to Customer having made available all information and specification requirements relating to the Custom Products. Furthermore, for bare die products TRUMPF may deliver a quantity which is a maximum amount of twenty percent (20%) more or less than the ordered quantity of any order line item. Such delivered quantity will be accepted and paid for – against an amount being the actual delivered quantity times the unit price - in full satisfaction of each party's obligation under the Agreement for the quantity ordered.

5. Non-conformity and disclaimer

- 5.1 Products shall, at the time of delivery to Customer and for a period of twelve (12) months thereafter (or such other period as may be agreed upon in writing between TRUMPF and Customer), be free from defects in material or workmanship and shall substantially conform to Specifications for such Product.
- 5.2 In case of defects or non-conforming Products, Customer shall give written notice thereof to TRUMPF within a maximum of ten (10) business days from delivery. TRUMPF shall within a reasonable timeframe with a minimum of thirty (30) business days, at TRUMPF's sole option, either (a) replace or repair the affected defective or non-conforming Product, at no costs to Customer unless the costs exceed the maximum amount as specified under clause 8.5, or (b) credit an appropriate part of the purchase price thereof.
- 5.3 With regard to (a) any software that is either (1) licensed under Open License Terms, (2) provided by a third party, Customer or any of its designees to TRUMPF, (3) modified by Customer or any third party, other than at TRUMPF's request or (4) that is not embedded in a Product; (b) prototypes, risk production units, experimental Products, beta testing Products and samples of newly developed Products, TRUMPF solely warrants that it will use its commercially reasonable efforts to supply the Products. Customer acknowledges that the Products to be supplied are experimental in nature and therefore uncertain and cannot be warranted by TRUMPF. Any of the Products mentioned under this Clause 5.3 shall be AS IS, WITHOUT WARRANTY.
- 5.4 If any Product is, or in TRUMPF's opinion is likely to become, the subject of a claim of infringement of third party intellectual property rights including but not limited to patents, copyrights or know-how, TRUMPF shall have the right, at its sole option, to: (i) procure for Customer the right to continue to use or sell the Product; (ii) provide replacement, or (iii) modify the Product in such a way as to make the modified Product non-infringing; (iv) terminate any Agreement to the extent related to such; or (v) defend any legal proceeding brought by a third party against Customer at TRUMPF's sole expense, to the extent that the proceeding includes a claim that any Product as furnished by TRUMPF under an Agreement directly infringes the claimant's patent, copyright, trademark, or trade secret; and hold Customer harmless against damages, and costs awarded by final judgment in such proceeding to the extent directly and solely attributable to such infringement.
- 5.5 Subject to the liability of TRUMPF and its limitations set forth in clause 8 of the Terms and Conditions, the foregoing states TRUMPF's entire liability and obligation to Customer and Customer's sole remedy with respect to any actual or alleged infringement of any intellectual property rights or any other proprietary rights of any kind.
- 5.6 TRUMPF will not, and therefore it is Customer's sole responsibility to assess whether Customer's product into which the Product is incorporated infringe third party Intellectual Property and the Customer explicitly accepts that TRUMPF will have no liability in this respect, even if TRUMPF is advised of the possibility of such infringement.
- 5.7 EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NOTHING IN THE AGREEMENT SHALL BE CONSTRUED AS AND TRUMPF EXPRESSLY DISCLAIMS ALL

CONDITIONS, OBLIGATIONS, REPRESENTATIONS OR WARRANTIES WHETHER STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

(A) ANY WARRANTY RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USE OF TRADE, ABSENCE OF ERRORS OR BUGS, UNINTERRUPTED OPERATION, ACCURACY OR COMPLETENESS OF RESULTS ARISING FROM THE SUPPLY OR USE OF THE PRODUCTS OR ANYTHING ELSE PROVIDED BY TRUMPF UNDER THE AGREEMENT, AND

(B) ANY WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR SCOPE OF ANY APPLICABLE INTELLECTUAL PROPERTY RIGHT, AND

(C) ANY WARRANTY OR REPRESENTATION THAT ANYTHING MADE, USED, SOLD, OR OTHERWISE DISPOSED OF UNDER ANY LICENSE GRANTED IN THE AGREEMENT OR ANYTHING PROVIDED BY TRUMPF UNDER THE AGREEMENT IS OR WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT, AND

(D) ANY OBLIGATION TO FILE PATENT APPLICATIONS, REGISTER COPYRIGHTS OR TO BRING OR PROSECUTE ACTIONS OR SUITS AGAINST THIRD PARTIES FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND

(E) ANY WARRANTY THAT THE PRODUCTS WILL BE COMPATIBLE WITH OR PERFORM IN ANY OTHER EQUIPMENT. TRUMPF DOES NOT WARRANT THAT THE MEDIA USED ON THE DESIGNATED HARDWARE WILL BE COMPATIBLE WITH OR PERFORM ON ANY OTHER HARDWARE COMPONENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRUMPF, ITS AFFILIATES, DISTRIBUTORS, DEALERS, AGENTS OR ITS OR THEIR EMPLOYEES, SHALL CREATE ANY WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THESE GENERAL TERMS AND CONDITIONS AND THE AGREEMENT.

- 5.8 SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN CLAUSE 8 OF THESE GENERAL TERMS AND CONDITIONS, THE FOREGOING STATES TRUMPF'S ENTIRE LIABILITY AND OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY NON-CONFORMITY AND DEFECTS.

6. Ownership

- 6.1 To the extent Products do not comprise software, ownership of Products shall vest in Customer.
- 6.2 To the extent Products comprise software, ownership of Products, including without limitation object code and source code, shall remain with TRUMPF.
- 6.3 To the extent that documentation is embedded in or delivered with Products, the sale of such Products shall not constitute the transfer of ownership rights or title in such documentation to Customer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Customer under TRUMPF Intellectual Property Rights to use such documentation in conjunction with and as embedded in or delivered with the Products as supplied by TRUMPF in the territory.

7. Licenses

- 7.1 TRUMPF hereby grants and shall cause its Affiliates to grant Customer a royalty-free and fully paid-up license under TRUMPF's and its Affiliates Intellectual Property Rights to the extent needed for (a) using, leasing, selling or otherwise disposing of the Products as provided by TRUMPF, (b) using, selling or otherwise disposing of products manufactured by using or by means of Products as provided by TRUMPF and (c) using object code of software that is part of a Product or in itself is a Product as provided by TRUMPF for Customer's normal and intended use of the Products, provided Customer warrants it shall not reproduce, distribute, rent, communicate to the public, assign, transfer or lease such software to any third party without TRUMPF's written prior consent.
- 7.2 Any and all licenses granted pursuant clauses 7.1 shall be perpetual, non-exclusive, non-transferable and without the right to grant sub-licenses. Furthermore said licenses shall not extend to source code. In addition said licenses are subject to Customer's fulfillment of all of its payment obligations in relation to the Products.
- 7.3 Customer warrants that it shall not perform any actions with regard to software licensed pursuant clauses 7.1 in a manner that would require the licensed software or any derivative work thereof to be licensed under Open License Terms. Without limitation, such actions include (a) combining the licensed software or a derivative work thereof with Open Source Software by incorporation, linking or



otherwise; or (b) using Open Source Software to create a derivative work of the licensed software.

- 7.4 Customer shall in no event, unless and only to the extent permitted by licenses granted pursuant clause 7.1 or unless and only to the extent permitted by mandatory law applicable to the Agreement: reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software without written authorization from TRUMPF.
- 7.5 No licenses, immunity or other rights are granted to Customer, either directly or by implication, estoppel, operation of law or otherwise, under any TRUMPF Intellectual Property that (i) would require payment of royalty or other consideration by TRUMPF and/or its Affiliates to a third party, (ii) is necessarily infringed by implementing a standard adopted by a standard setting body and/or agreed between two or more companies, or (iii) is licensed as part of an industry wide licensing program.
- 7.6 Except as expressly set forth in clause 7.1 in relation to Products, Customer acknowledges and agrees that nothing contained in these General Terms and Conditions shall be construed as a transfer of ownership to Customer of any Intellectual Property Right or as granting to Customer any license, immunity or other right under any Intellectual Property, either directly or by implication, estoppel, operation of law or otherwise.

8. Limitation of liability and indemnification

- 8.1 Except to the extent Losses or Third Party Claims arise from mandatory liability, TRUMPF's gross negligence or wilful misconduct, or in cases of injury to life, body or health, TRUMPF shall not be liable for any Losses or Third Party Claims. Save for clause 5.2 and clause 5.4 TRUMPF shall have no liability for any damage, costs or expenses associated with warranty or any intellectual property infringement claims whether or not these claims call for the replacement or repair of Products, including labor, installation or other costs incurred by Customer and, in particular, any costs related to the removal or replacement of any assembled, circuit or combined product, excess procurement costs or rework charges.
- 8.2 Customer shall defend, indemnify and hold TRUMPF harmless against any and all Third Party Claims and any Losses of TRUMPF, arising out of or relating to the death of or injury to any person or any damage to property or any other damage directly or indirectly resulting from the Customer Supplies.
- 8.3 Except as specifically provided otherwise in an Agreement, TRUMPF's Products are not designed, authorized or warranted to be suitable for use in medical, military, air craft, space or life support equipment nor in application where failure or malfunction of a TRUMPF's Product can reasonably be expected to result in a personal injury, death or severe property or environmental damage, and inclusion and /or use of TRUMPF's Product in such equipment or applications, without prior authorization in writing of TRUMPF, is not permitted and for Customer's own risk, and Customer agrees to fully indemnify TRUMPF for any damages resulting from such inclusion or use.
- 8.4 To the fullest extent permitted by law TRUMPF hereby disclaims any and all liability for any consequential, special or indirect damage, loss of profits, business opportunity or goodwill or a claim of a third party even if Customer has been advised of the possibility of such damage, loss or claim WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY.
- 8.5 NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, TRUMPF AND ITS AFFILIATES AGGREGATE AND CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LOWER OF (I) TWENTY PERCENT (20%) OF AMOUNT ACTUALLY RECEIVED BY TRUMPF FOR THE PRODUCTS DELIVERED UNDER THE RELEVANT OFFER DURING THE TWELVE (12) MONTHS IMMEDIATELY FOLLOWING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY OR OF (II) HUNDRED PERCENT (100%) OF THE AMOUNT THAT WOULD HAVE BEEN DUE FOR THE PART OF THE OFFER THAT WAS MISPERFORMED.
- 8.6 Any claim for Losses must be notified to TRUMPF in writing within ninety (90) business days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed in conflict with the preceding sentence are null and void.
- 8.7 In case Customer is aware of a third party claim, Customer shall (i) promptly notify TRUMPF in writing of any such claim; (ii) give TRUMPF

the sole right to control and direct the investigation, preparation, defense and settlement of such claim, including the selection of counsel; and (iii) give TRUMPF full reasonable assistance and cooperation in such investigation, preparation, settlement and defense.

9. Confidential Information

- 9.1 Neither Party shall use, employ or disclose Confidential Information received from the other Party whether orally, in writing, by demonstration or otherwise, - except to the extent necessary to implement the Agreement and in such case, subject to the prior written approval of TRUMPF if disclosure to third parties by Customer would be necessary to implement the Agreement -, unless and to the extent the receiving Party can prove by written record that:
- is or has become part of the public domain without violation of the Agreement; or
 - is known and on record at the receiving Party prior to disclosure by the disclosing Party; or
 - is lawfully obtained by the receiving Party from a third party who is not bound by similar confidentiality obligations; or
 - is developed by the receiving Party completely independently of any such disclosure by the disclosing Party.
- 9.2 In the event the receiving Party receives a subpoena or court order to disclose any Confidential Information, the receiving Party shall deliver prompt written notice to the disclosing Party and shall cooperate with the disclosing Party in its attempts to obtain a protective order or other similar protection for the Confidential Information.
- 9.3 The provisions of this clause 9 shall (i) retroactively be in full force and effect from the date first contacts were established with respect to the subject matter of the Agreement and shall remain in full force and effect during the duration of the Agreement and three (3) years thereafter, or (ii) if a non disclosure agreement has been agreed upon between the Parties, this Agreement replaces such non disclosure agreement as from the effective date of this Agreement.
- 9.4 Immediately following the termination or expiration of the Agreement, upon request of the disclosing Party, the receiving Party will return all media containing Confidential Information and will make no further use thereof.

10. Production

- 10.1 TRUMPF reserves the right to make changes to the Products and/or production process at any time. In such event TRUMPF represents that said changes shall not negatively affect form, fit or function of the Products and their performance characteristics.
- 10.2 TRUMPF reserves the right to discontinue manufacturing and sale of Products at any time. If however at any time during the term of an Agreement Customer purchases Products on a regular basis, TRUMPF shall use its reasonable commercial efforts to accept last-time-buy orders for such discontinued Products all in accordance with TRUMPF's product discontinuation process.

11. Termination

- 11.1 The Agreement will remain in force until the supply of the Products, or for the term as specified in the Agreement, if any. If the Agreement has been entered into for an indefinite period, TRUMPF may terminate the Agreement by giving three (3) months written notice to Customer, unless otherwise explicitly agreed to in writing. In no event shall TRUMPF be liable for any compensation or damage for such termination or expiration.
- 11.2 Without prejudice to any of its other rights and obligations under the Agreement or at law, a Party shall be entitled, at its discretion, to suspend the performance of its obligations under the Agreement in whole or in part or to terminate the Agreement in whole or in part by means of written notice to the other Party in the event that:
- the other Party files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;
 - the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;
 - the other Party ceases or threatens to cease to carry on (a part



of the) business in the ordinary course;

- (iv) a Party fails to comply with its material obligation (including non compliance of any payment obligations) under the Agreement, if the Party in default has failed to remedy such default within thirty (30) business days, or a longer period if indicated in the notice, as from the receipt of a written notice of default detailing in a reasonably manner the nature of the default.

11.3 TRUMPF may terminate this Agreement in whole or in part by giving three (3) months written notice to Customer if TRUMPF decides to discontinue the part of its business necessary for the supply of Products. In no event shall TRUMPF be liable for any compensation or damage for such termination.

11.4 Subject to TRUMPF's written prior approval, Customer may terminate the Agreement or part thereof for convenience and TRUMPF shall therefore stop as soon as reasonably possible the performance of the Agreement or the relevant part thereof. Upon termination for convenience, Customer shall pay TRUMPF:

- (i) all outstanding invoices for Products supplied until the termination; and
- (ii) costs incurred by TRUMPF due to the early termination by Customer, including but not limited to costs of manpower of TRUMPF own and temporary or seconded staff allocated to the performance of the Agreement incurred by TRUMPF during the period needed to reallocate such staff; and
- (iii) Ten percent (10%) of the amount Customer would have been invoiced for the remaining part of the Agreement had the Agreement been performed in full.

12. Effects of Termination

12.1 If at the time of the termination or expiration of the Agreement, Customer has received the benefit of any part of the performance of the Agreement, Customer shall pay (i) immediately upon such termination or expiration, the amounts invoiced by TRUMPF for the Products supplied under the Agreement before the termination or expiration or (ii) the pro rata amounts invoiced by TRUMPF for partial performance, as the case may be.

12.2 In the event of termination or expiration of the Agreement, the terms and conditions destined – whether expressed or not - to survive such termination or expiration, which shall include without limitation clauses 5, 7, 8, 9, 11, 15 and 16 shall survive.

13. Force Majeure

13.1 Neither Party shall be bound to comply with any of its obligations under the Agreement if it is prevented from doing so through Force Majeure.

13.2 If the Force Majeure has lasted for more than sixty (60) business days, the other Party will be entitled to terminate with immediate effect the Agreement or part thereof by written notification, without prejudice to TRUMPF's right to compensation for what TRUMPF has already performed under the Agreement.

14. Assignment

Customer shall not assign any rights or obligations under the Agreement without the prior written consent of TRUMPF. Customer acknowledges and agrees that TRUMPF may delegate and/or formally assign all or part of its rights and obligations under the Agreement to any other TRUMPF-Affiliate or to any third party to which it has outsourced its activities in whole or in part.

15. Compliance with laws and Export Control

15.1 Customer represents that, with respect to its performance under the Agreement, it will comply with all applicable laws and regulations, including but not limited to those pertaining to U.S. Export Administration or the export or import controls or restrictions of other applicable jurisdictions.

15.2 If the delivery of a Product under the Agreement is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, TRUMPF may suspend its obligations and Customer's rights regarding such delivery until such license is granted or for the duration of such restriction and/or prohibition, respectively, and TRUMPF may even terminate the Agreement, without incurring any liability towards Customer. Furthermore, if an end-user statement

is required, TRUMPF shall inform Customer immediately thereof and Customer shall provide TRUMPF with such document upon TRUMPF first written request; if an import license is required, Customer shall inform TRUMPF immediately thereof and Customer shall provide TRUMPF with such document as soon as it is available. Customer warrants that it will not deal with the Products in violation of any applicable export or import control laws and regulations.

16. Non solicitation

Customer will not directly or indirectly solicit any TRUMPF's employee for employment during the term of the Agreement and one (1) year thereafter, provided that this clause shall not apply to the hiring or engagement of any TRUMPF-employee who has responded at his/her own initiative to a general solicitation for employment that in essence is not focused on TRUMPF's employees.

17. Governing law and forum

17.1 All business relation, Offers, Confirmations and Agreements are governed by and shall be construed in accordance with the laws of The Netherlands, without giving regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to any Offer, Confirmation or Agreement.

17.2 All disputes arising out of or in connection with any Offer, Confirmation or Agreement shall first be attempted by Customer and TRUMPF to be settled through consultation and negotiations in good faith and a spirit of mutual cooperation.

17.3 All disputes that have not been settled as per Clause 17.2 shall be submitted to the competent courts in The Hague, the Netherlands, without prejudice to the right of TRUMPF to bring any action or proceedings against Customer, including injunctive or other equitable relief, in any other court of competent jurisdiction.

18. Miscellaneous

18.1 In the event that any provision of the Agreement or these General Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, provided that in such case the Parties shall use all reasonable efforts to achieve the purpose of the invalid or unenforceable provision.

18.2 Either Party's failure to exercise, or delay in exercising, any right or remedy arising from any Offer, Confirmation or Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising therefrom preclude any other or future exercise thereof or the exercise of any other right or remedy arising from any Offer, Confirmation or Agreement or from any related document or by law.

18.3 All notices and communications to be given under the Agreement shall be in writing and shall be deemed delivered upon hand delivery, confirmed facsimile communication, or three (3) business days after deposit in the mail of the home country of the Party, postage prepaid, by certified, registered, first class or equivalent mail, addressed to the Parties at their addresses set forth on the Offer, Confirmations and/or Agreements.

18.4 TRUMPF reserves the right to make any amendments or modifications to these General Terms and Conditions at any time. Such amendments and modifications shall have effect on all Offers, Confirmations and Agreements referring to such amended or modified General Terms and Conditions as from the date of such Offer, Confirmation or Agreement.

19. Publicity

Any reference to the name TRUMPF on trademarks in connection with any advertisement, publication or sales literature requires TRUMPF's prior written permission. Copies of proposed press releases or advertisements or other communications for which permission is requested shall be submitted to TRUMPF for TRUMPF's prior approval in writing.

20. Definitions

Except as otherwise explicitly agreed to in writing, the following terms shall have the meanings set out below:

"Affiliate" shall mean entities, whether incorporated or not, that control, or are controlled by, or are under common control with



TRUMPF. For this definition "control" shall mean direct or indirect ownership of at least fifty percent (50%) of the voting power, capital or other securities of the controlled or commonly controlled entity.

"Agreement" shall mean any agreement resulting from an Offer or Confirmation and any agreement incorporating these General Terms and Conditions by reference.

"Confidential Information" shall mean any information (i) that is marked or labelled "Confidential", "Secret" or the like at the moment of disclosure or, in case of oral disclosure, is identified as confidential and confirmed in writing within 30 (thirty) business days after disclosure; or (ii) of which the confidential nature is reasonably apparent under the circumstances.

"Confirmation" shall mean any written acceptance, acknowledgement or confirmation by TRUMPF of any order of Customer.

"Customer" shall mean the person or company addressed in an Offer or identified as such in the Agreement.

"Custom Products" shall mean any customized Product designed, developed and/or manufactured in accordance with Customer's Specifications.

"Customer Supplies" shall mean any and all tools - including CAD systems and applicable licenses -, materials including parts of equipments, documents, information or data provided by Customer.

"Delivery Date" shall mean the last date communicated or acknowledged by TRUMPF in writing for the delivery of the Products.

"Force Majeure" shall mean any circumstances or occurrences beyond a Party's reasonable control - whether or not foreseeable at the time of the Order, Confirmation or Agreement - as a result of which a Party cannot reasonably be required to execute its obligations. Such circumstances or occurrences include but are not restricted to: acts of God, war, civil war, insurrections, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required, defaults or delays of suppliers or

subcontractors and/or inability or impracticability to secure transportation, facilities, fuel, energy, labor, materials or components.

"Intellectual Property Rights" or "IPRs" shall mean patents, utility certificates, utility models, industrial design rights, copyrights, database rights, any protection offered by law to information, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing.

"Losses" shall mean any and all fines, losses, damages, costs and expenses - such as but not limited to reasonable attorneys' fees -.

"Offer" shall mean any quotation or offer made by TRUMPF to Customer.

"Open Source Software" shall mean any software that is licensed under Open License Terms.

"Open License Terms" shall mean terms that require the use, copying, modification and/or distribution of source code, a modified version or a derivative work thereof be at least partially subject to (a) making available to any third party whether royalty-free or not or (b) granting of permission to create modified versions or derivative works to any third party.

"Party" or "Parties" shall mean, individually, TRUMPF or the Customer and, collectively, TRUMPF and the Customer.

"TRUMPF" shall mean the TRUMPF legal entity issuing the Offer and its Affiliates, their trustees, shareholders, officers, directors, agents and employees.

"Specifications" shall mean all detailed specifications, hardware, material and other specific requirements as well as acceptance criteria and packaging specifications with regard to the Products as specified in detail in the annexes to the Offer or the Agreement per Product.

"Taxes" shall mean any and all value-added tax (VAT), sales tax or like kind taxes, fees, levies, imposts, duties, assessments, charges, customs duties or withholdings of whatever nature.

"Third Party Claim" shall mean any claim or suit brought directly or indirectly by any third party.