

Heraeus Noblelight Japan K.K. – General Installation and Service Conditions

The following terms and conditions form a part of and apply to all **Heraeus Noblelight Japan K.K.** ("Heraeus") quotations to and orders from customer ("Customer") regarding all installation, service, maintenance, and repair work by Heraeus ("Services").

All sales and deliveries of Heraeus are exclusively subject to the "Heraeus - General Terms of Sale and Delivery". The provision of installation, service, maintenance, and repair work by Heraeus are exclusively subject to the "Heraeus - General Installation and Service Conditions". Any conflicting terms contained in an order or other document presented by the Customer shall constitute a proposal to amend the respective general terms and conditions of Heraeus, which proposal shall be valid only if accepted in writing by Heraeus.

1. Price of the Services

The price for the Services provided by Heraeus will be agreed in the contract regarding a one-time service order (the "Service Order") or in a contract regarding the provision of continuous maintenance services (the "Service Level Agreement"). The price does not include applicable taxes of any kind in effect on the date of the contract, unless otherwise stated by Heraeus.

Payments not received when due will bear a late payment penalty of 14 % per annum (on a per diem basis based on 365 days a year).

2. Services of Heraeus

2.1 Heraeus performs the Services agreed in the single Service Order or, as applicable, in the Service Level Agreement with qualified personnel having the professional knowledge and skills (required by applicable law, if applicable) for the performance of such Services.

2.2 If the Customer entrusts Heraeus with the performance of scheduled service and maintenance work, Heraeus will, to the extent possible, also carry out minor overhauls and repairs of the systems to be serviced.

2.3 If the Customer entrusts Heraeus with the repair of a system or with the correction of a malfunction, Heraeus will use its best efforts to identify the cause of the malfunction or defect and remedy such malfunction or defect immediately after its detection. Heraeus cannot assume any responsibility for the successful remedy of a defect or malfunction.

2.4 Heraeus performs the Services in compliance with the applicable laws and regulations in force, the additional instructions and requirements which may be provided by the Customer prior to contract conclusion, especially hazard assessments, manufacturer's information, and factory standards as well as any rules or directives separately agreed in the individual case.

2.5 Heraeus will provide the tooling as well as product specific operating supplies and auxiliary materials ordinarily required for the performance of its services, unless the tooling, the operating supplies and auxiliary materials are provided by the Customer within the scope of its contractually agreed duty to cooperate.

2.6 Heraeus will transmit a service protocol or, as applicable, the work report to the Customer after completion of the Services, however, at the latest together with the invoice.

2.7 The Services of Heraeus will be performed by qualified personnel of Heraeus, another Heraeus company, or a certified partner company of Heraeus.

3. Obligations of the Customer

3.1 As the operator of the system, the Customer shall observe and abide by the applicable laws and regulations as well as the information and internal policies and guidelines of the system manufacturer.

3.2 Before placing a single Service Order for the repair of a system, the Customer shall provide Heraeus with as detailed information as possible about the malfunction or defect and the operating conditions.

3.3 The Customer shall advise the employees of Heraeus of existing hazards and safety rules and take any and all measures which are required for the protection of these employees.

4. Acceptance

4.1 The Customer is obligated to accept the Services as soon as Heraeus has notified the Customer of their completion.

4.2 The Customer must report obvious defects to Heraeus promptly in writing but no later than within 10 calendar days after

Heraeus' completion of the Services. Failure to report an obvious defect in due course results in the exclusion of a claim for such defect by the Customer.

4.3 The Services shall be deemed accepted also without the Customer's express declaration of acceptance when the Customer starts the productive operation using the system.

5. LIMITED WARRANTY AND DISCLAIMER

5.1 Heraeus warrants that the Services will be free from defects in workmanship and materials and will conform to applicable specifications for a period of six (6) months from the date of receipt by the Customer (the "Warranty Period").

5.2 In the event of a breach of warranty in section 5.1 and provided the Customer gives notice in writing to Heraeus during the Warranty Period, Heraeus shall be entitled to reperform the Services (or the part in question) free of charge or, at Heraeus' sole discretion, refund to the Customer the price of the Services. Heraeus may require inspection of the defective or nonconforming Services.

5.3 THE WARRANTY AT SECTION 5 HEREOF IS EXCLUSIVE AND MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION OR ALTERATION OF THE FOREGOING WARRANTY AND LIMITATION OR REMEDIES PROVISIONS SHALL BE VALID OR ENFORCEABLE UNLESS SET FORTH IN A WRITTEN AGREEMENT SIGNED BY HERAEUS AND CUSTOMER.

6. LIMITED LIABILITY

EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY HERAEUS' NEGLIGENCE OR FRAUDELENT MISREPRESENTATION (1) HERAEUS SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OF PROFIT OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER WHICH ARISING OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE SERVICES OR THIS CONTRACT, EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS; (2) HERAEUS' ENTIRE LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH A CONTRACT, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PRICE OF THE SERVICES OR, IN CASE OF A SERVICE LEVEL AGREEMENT, THE ANNUAL LUMP SUM.

7. Confidentiality

The Customer and Heraeus agree to keep confidential any and all information concerning the other party that may be obtained during the course of the performance of this Services Contract and to refrain from disclosing or divulging the same to any third party.

8. No Transfer of Contractual Status

Neither Customer nor Heraeus shall transfer the contractual status or rights or obligations hereunder to any third parties without the written consent of the other party.

9. Governing Law, Arbitration and Venue

The contract will be construed in accordance with and governed solely by the laws of Japan, without regard to its conflict of laws rules. Any dispute arising out of this contract shall fall under the exclusive jurisdiction of the Tokyo District Court.