



GENERAL PURCHASE CONDITIONS

The General Purchase Conditions of Meyer Burger (Netherlands) B.V. shall apply to all orders, agreements and other legal relationships, which concern the supply and delivery of goods and/or services to Meyer Burger. These General Purchase Conditions are filed at the Chamber of Commerce and Industry for Oost-Brabant in Eindhoven, trade register 33291471.

Definitions

The following expressions shall have the meaning hereby assigned to them unless the context would obviously require otherwise.

Meyer Burger: Meyer Burger (Netherlands) B.V. and all companies related to Meyer Burger (Netherlands) B.V.

Intellectual Property Rights: copyrights, patents, drawing and model rights, trade names, trademarks, semiconductor topography protection rights, and all possible other intellectual property rights whether or not protected by law.

Order: any agreement or legal relationship between Meyer Burger and Supplier, which concerns the supply and/or delivery of Products and/or Services from Supplier to Meyer Burger.

Products: equipment, computer software, documents, models, matrices, slides, lithos, designs and all other goods and works that are the result of supply and/or delivery or services from Supplier to Meyer Burger or are otherwise the result of the execution of the Order.

Services: services from Supplier to Meyer Burger.

Supplier: the party from whom Meyer Burger has requested an offer or to whom Meyer Burger has given an order, or with whom Meyer Burger has otherwise entered into a relationship wherein Meyer Burger is the client and legal successor in title to the Supplier and any assignee of the Supplier approved by Meyer Burger.

1. Offers and agreement

1.1 Unless explicitly agreed otherwise in writing, Supplier's offers to Meyer Burger shall be free of engagement to Meyer Burger, shall be fixed and shall remain in force for a period of three (3) months.

1.2 Meyer Burger will submit orders in writing, by telefax or by e-mail.

1.3 These General Purchase Conditions shall apply to all requests for proposals, offers, orders, agreements and other legal relationships between Meyer Burger and Supplier which concern any order, without any exclusions. These General Purchase Conditions shall be applicable in so far as within a specific agreement it is not expressly stipulated otherwise in writing.

1.4 If upon acceptance of the Order or otherwise, Supplier declares its general conditions applicable, the reference contained in Meyer Burger's order shall be seen as the first reference made and these General Purchase Conditions shall be applicable to the Order. The general conditions of Supplier shall not be applicable.

1.5 In the event Supplier has once entered into an agreement or other legal relationship with Meyer Burger, to which the General Purchase Conditions apply, Supplier shall be considered to have tacitly agreed to the applicability of these General Purchase Conditions to future agreements or other legal relationships with Meyer Burger.

1.6 If any provision of these General Purchase Conditions is null and void or has been annulled, the other provisions of these General Purchase Conditions shall remain in full force.

1.7 All changes in the Order shall become effective only if such changes have been agreed in writing between Supplier and Meyer Burger.

2. Taxes/Levies

2.1 Each party involved in an Order shall be responsible and liable for any and all taxes and social premiums related to employees or other persons involved by the respective party in the execution of the Order and the parties shall hold each other harmless for claims regarding such taxes and social premiums.

2.2 In the event the Order relates to the hiring of persons by Meyer Burger from Supplier, Meyer Burger shall have the right to withhold payments until Supplier has made arrangements required to fulfil Supplier's tax and social security obligations in The Netherlands and Supplier has given Meyer Burger sufficient evidence thereof. Furthermore Supplier shall give Meyer Burger its full assistance in providing on a regular basis, but at least once per calendar quarter, sufficient evidence of fulfilment of such tax and social security obligations. In the event Supplier does not meet the aforementioned obligations, Meyer Burger shall have the right to withhold payments until Supplier has fulfilled such obligations.

3. Packaging and Delivery

3.1 All goods that will be delivered shall be packed sufficiently and protected in such a way that no damages can arise during transportation. Packaging material has to be easily recyclable. On request of Meyer Burger, Supplier undertakes to take back the packaging material for the account and risk of Supplier.

3.2 Delivery shall be deemed to be the delivery of the full Order, including documentation, certificates, etc., unless partial deliveries have been agreed upon, in which case each partial delivery shall be regarded to be a separate delivery.

3.3 The Order shall be delivered at the address that is specified on the order. Compliance with the time(s) and date(s) specified in the Order is an essential obligation to Supplier.

Expiration of the delivery term can, at all times, be sufficient justification for Meyer Burger to dissolve the Order in full or in part, i.e. the part that has not been delivered in time, without legal intervention and without prejudice to any further rights of Meyer Burger, and to have it performed by a third party at the costs of Supplier, without prejudice to Meyer Burger's rights to compensation.

3.4 As soon as any circumstances occur or are foreseen that may cause a situation in which Supplier cannot comply with the provisions of Article 3 paragraph 2 and 3, it shall inform Meyer Burger in writing immediately, specifying the nature of the conditions, the measures it has taken or will take and the expected duration of the delay.

4. Certificates from Origin, Import and Export Provisions

4.1 Supplier undertakes, within the context of Council Regulation (EC) 1207/2011, to provide declarations and information required at Supplier's expense, permit inspections by customs authorities, and obtain required official confirmations. Supplier will provide signed evidence of origin (e.g. certificates of origin, supplier declarations pursuant to Council Regulation (EC) 1207/2001 with all required information to Meyer Burger. Subject to any differing agreements, Supplier will complete the entire customs registration for the goods together with all formalities; in addition to delivering customs-cleared goods, the corresponding documents and certificates shall also be delivered to Meyer Burger upon request.

4.2 In Supplier's order confirmation or invoice, Supplier will mark items that require an export license or are subject to US re-export regulations and provide Meyer Burger with the category code due to Attachment I of the Council Regulation (EC) No. 428.2009 or the ECN code due to US Export Administration Regulations (EAR) and the country of origin, net weight, as well as obliged certificates for the product at import.

5. Liquidated Damages

5.1 In the event of late performance, Meyer Burger shall have the right to claim liquidated damages from Supplier. Such liquidated damages shall amount to one percent (1%) of the value of the performance for each week of delay up to a maximum of ten percent (10%) of such value. Such liquidated damages shall be without prejudice to the right of Meyer Burger to claim any further or actual damages and the performance of Supplier's obligations.

6. Property

6.1 Supplier delivers all made and/or manufactured Products in accordance with the Order of Meyer Burger and the ownership of the Products shall pass to Meyer Burger on delivery.

6.2 All tools, materials and other goods that Meyer Burger makes available to Supplier remain owned by Meyer Burger and shall be returned to Meyer Burger immediately upon termination of the Order. Supplier shall warehouse these goods separately and marked as property of Meyer Burger. Supplier shall indicate the property rights of Meyer Burger towards third parties and will only use the goods to fulfil the Order.

7. Termination

7.1 Either party may by written notice terminate the Order with immediate effect and without any further obligation or liability:

- a) if the other party has committed a material breach of the Order and has not rectified the same within a reasonable period of three (3) months.
- b) if a resolution regarding the liquidation of the order party is passed or the other party is otherwise wound up, or if the other party becomes bankrupt or insolvent.

7.2. Meyer Burger may by written notice terminate the Order with immediate effect and without any further obligation or liability in the event of a change of ownership or control of Supplier.

8. Liability

8.1 Each party shall be liable towards the other party for damages which are the result of breach of contract or otherwise attributable to the other party.

8.2 In no event shall Meyer Burger be liable to the Supplier for loss of production, loss of business, loss of profit or any other indirect or consequential damages, whether or not Meyer Burger could reasonably have foreseen the possibility of such damages, unless the liability of Meyer Burger for this damages can be blamed on intention or gross negligence on its part or on the part of his executives.

8.3 Supplier shall indemnify and hold Meyer Burger harmless against any and all claims regarding the Products, based on product liability legislation.

9. Securities

9.1 In the event the parties agree on advance payments and in the event Meyer Burger has reason to doubt the financial credibility of Supplier, Supplier shall upon Meyer Burger's request provide securities such as an irrevocable bank guarantee from a trustworthy and solid bank.

9.2. With regard to non tailor-made computer software supplied to Meyer Burger, Supplier shall at its own cost upon Meyer Burger's request and for the benefit of Meyer Burger place the sources of the computer software and other materials necessary for upgrading and maintenance of the computer software in escrow with a trustworthy and solid escrow agent.

10. Quality and testing

10.1 Supplier will during development and production continuously monitor the quality level of its products and services in order to make sure that the Products and Services meet the agreed and guaranteed specifications.

10.2 Supplier shall use a quality control system. Supplier shall grant Meyer Burger or its representatives access in order to conduct quality investigations.

10.3 Supplier shall test all Products and Services before delivery in order to check if the Products and Services meet all agreed specifications and other relevant obligations of Supplier.

10.4 Meyer Burger reserves the right to test the Products and Services. Upon Meyer Burger's request, Supplier shall free of charge provide all documents, tools and information necessary to perform the tests. Testing of the Products and Services by Meyer Burger shall not be deemed as acceptance of the Products and Services.

10.5 In the event Meyer Burger rejects or disapproves the Products and/or Services, it shall have the right to return or store the Products and/or Services at the risk of and for the account of Supplier.

11. Non-disclosure and proprietary rights

11.1 All information supplied by a party to the other in relation with or pursuant to the Order which is designated by means of a name, trademark or appropriate text to be of a proprietary or confidential nature or is otherwise obviously of such a nature, shall be treated as confidential and shall not be disclosed without the supplying party's prior written approval. It is explicitly agreed that information regarding Meyer Burger's customers and procedures, know-how and trade secrets are proprietary and confidential.

11.2 The parties' obligations under this article shall survive the term of the Order.

11.3 Supplier shall indemnify Meyer Burger against claims by persons whose personal data has been recorded or processed in connection with a register of persons maintained by Supplier or for which Supplier is responsible under law or otherwise, unless the Supplier proves that the facts underlying the claim are solely imputable to Meyer Burger.

12. Price and Payment

12.1 All Products and Services are sold and all prices are quoted DDP (destination named by Meyer Burger in The Netherlands) in accordance with Incoterms 2010.

12.2 The prices are inclusive of any taxes, duties and other levies and exclusive of VAT.

12.3 Prices are quoted and payments shall be made in Euro, unless stated otherwise in the Order.

12.4 Except as stated otherwise in the Order, all prices shall be fixed and shall cover all costs incurred by Supplier in executing the Order.

12.5 Invoices shall be paid within 60 days after receipt and acceptance.

12.6 Meyer Burger has the right to compensate all of its claims for payment against Supplier with claims for payment from Supplier against Meyer Burger even if such claims are not related.

13. Warranty

13.1 Supplier represents and warrants that the performance of the Products and Services will be in accordance with the agreed specifications, that the Products and Services meet all applicable statutory requirements and that the Products and Services are fit for Meyer Burger's purpose. Unless otherwise agreed in writing, Supplier furthermore warrants that for a period of eighteen (18) months after delivery, the Products and Services shall be free from faults and defects in, for example, design, material and workmanship.

13.2 Without prejudice to article 13.1 Supplier represents and warrants that it shall pursue continuous environmental improvement and that it shall act in accordance with all applicable environmental laws and regulations. Therefore Supplier shall continuously pursue lower environmental impact of its products and services.

13.3 All transportation costs and risks of loss or damage incurred with respect to the repair and/or replacement of faulty or defective products shall be borne by Supplier. Transportation shall be EXW from the place where Meyer Burger makes the Products available, by normally scheduled carrier, if applicable and unless otherwise agreed.

13.4 Given that software is being provided hereunder and the Products use computer logic for all or any part of their functionality, Supplier warrants that the Products and each component of the Products does not, and will not at the time of delivery to Meyer Burger, (i) contain any electronic code that would automatically or through the lapse of time, or both, render all or any portion of the Products unusable; (ii) contain any mechanism that, if not updated through human intervention, would cause all or any portion of the Products to become unusable; and (iii) have any means not fully disclosed to Meyer Burger in writing as of the delivery date by which any employee or agent of Meyer Burger could remotely render all or any portion of the Products unusable.

14. Intellectual Property Rights

14.1 In the event Supplier develops products for Meyer Burger, the Intellectual Property Rights related thereto shall be vested in Meyer Burger and title thereto is hereby assigned and transferred to Meyer Burger. Supplier shall take all necessary actions and provide all necessary support to assign and transfer such rights to Meyer Burger or to confirm such assignment and transfer, as the case may be. Supplier represents and warrants that it has the right to assign and transfer such rights to Meyer Burger and that no other party has any options, licenses or other rights related thereto.

14.2 Supplier hereby waives any and all personal and moral rights regarding the Products as ruled by article 25 of the Dutch Copyright Act 1912 (*'Auteurswet 1912'*) and shall hold Meyer Burger harmless against possible personal and moral rights of third parties.

14.3 Supplier shall indemnify and hold Meyer Burger harmless against all actions or claims of infringement of Intellectual Property Rights, provided that:

- a) Meyer Burger shall without undue delay inform Supplier in writing of any claim made by reasons of alleged infringement of Intellectual Property Rights and shall refrain from taking actions on account of such claims without prior approval of the Supplier;
- b) Supplier shall have full authority to defend or settle the claim;
- c) in case Supplier fails to act promptly against such claims or actions, Meyer Burger shall have the right to take appropriate action and shall be reimbursed for any reasonable expenses in doing so;
- d) the infringement or alleged infringement does not arise as a result of the use of the Product in combination or conjunction with another item, supplied by Supplier.

14.4 In the event the Products become the subject of actions or claims of infringement of Intellectual Property Rights, Supplier shall either procure the right for Meyer Burger to use the Products, or modify or replace the Products in such a manner that the infringement ends. Modification or replacement of the Products shall never result in decrease or reduction of functionality or of fitness for the purpose of Meyer Burger.

15. Insurance

15.1 Supplier shall sufficiently insure itself against third-party liability and its liability towards Meyer Burger up to an amount of at least two million five hundred thousand Euro (EUR 2,500,000) per event.

16. Force Majeure

16.1 A breach or failure in the performance shall not be attributable to the party in question, if and insofar such breach or failure is not the result of its fault, nor is otherwise by law or legal action attributable to it ("*force majeure*").

16.2 In case of *force majeure* Supplier shall promptly notify Meyer Burger with all relevant information thereto. Should a cause of *force majeure* continue for more than one (1) month, Meyer Burger shall then have the right to terminate the Order without any further liability or obligation.

17. Code of Behaviour

17.1 Supplier shall clearly instruct its own employees who are working on or near objects of Meyer Burger or Meyer Burger's clients that they need to behave in accordance with the locally required and customary habits, codes and laws, and maintain the utmost discretion with regard to Meyer Burger's activities and commercial interests. Supplier will not advertise and will not make any independent offers either to any of Meyer Burger's clients while working for Meyer Burger or ensuing from, or to the benefit of, any activities that need to be performed in the service of or for the purpose of Meyer Burger.

18. Publicity/ use of the Meyer Burger Logo

18.1 Supplier shall not without Meyer Burger's prior written permission advertise or publish any information related to the Order or the relationship between Meyer Burger and Supplier.

18.2 Supplier shall not, without Meyer Burger's prior written permission, have the right to use trademarks or logos of Meyer Burger or other companies forming part of the Meyer Burger Group. If Meyer Burger has given such permission to Supplier, Supplier shall always comply with the prevailing conditions of Meyer Burger when using the trademarks and/or logos.

19. Resale

19.1 Supplier shall offer Meyer Burger the resale rights to the goods supplied by Supplier, be it in composite form or not, irrespective of the fact that Meyer Burger has not necessarily paid yet for the goods delivered.

20. Assignment/Involvement of Third Parties

20.1 Neither party shall have the right to assign the Order or any right or obligations pursuant thereto without the prior written approval of the other party. Meyer Burger shall have the right to assign the Order or any right or obligations pursuant thereto to other Meyer Burger Group companies.

20.2 Supplier shall not have the right to involve subcontractors in the execution of the Order or of any right or obligation pursuant thereto without the prior written approval of Meyer Burger.

In the event Meyer Burger gives such approval to Supplier, Supplier shall remain fully responsible and liable for such subcontractors.

21. Anti-Corruption

21.1 In the event Supplier offers and/or gives any gift or other contribution to an employee of Meyer Burger without Meyer Burger's prior written approval, Meyer Burger shall have the right to terminate the Order without any further obligation or liability.

22. Miscellaneous

22.1 The Order and all other legal relationships between Meyer Burger and Supplier shall be governed by and construed in accordance with the laws of The Netherlands exclusively, with the exception of the Vienna Sales Convention.

22.2 All disputes arising in connection with the Order or any other legal relationship between Meyer Burger and Supplier shall be settled by the competent Court of 's-Hertogenbosch, The Netherlands.

Meyer Burger (Netherlands) B.V.

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