

General Terms and Conditions for Goods and Services (GTC) of Buchiglas USA Corp.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions of Sale (these “Terms”) govern the sale and delivery of all goods and products (the “Products”) and the performance of services (the “Services”), and all transactions incidental thereto, by or on behalf of Buchiglas USA Corp. (“BUCHI”) to any of its customers (“Customer”).

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by BUCHI in a writing duly executed by BUCHI. Any additional or different terms or conditions contained in Customer's order or response to BUCHI's confirmation shall be deemed objected to by BUCHI and shall not be binding on BUCHI. No general terms and conditions of Customer shall at any time form a part of any agreement between Customer and BUCHI, even if such terms and conditions are not expressly rejected by BUCHI.

1.3. These Terms supersede any and all prior oral quotations, communications, agreements or understandings of the parties in respect of the sale and delivery of the Products and performance of the Services, and shall supersede any and all other terms and conditions contained in any order placed by Customer or otherwise communicated by Customer.

1.4. Any communication or conduct of Customer which confirms an agreement for the delivery of Products or performance of Services by BUCHI, as well as acceptance in whole or in part by Customer of any delivery of Products or performance of Services by BUCHI, shall be construed as Customer's acceptance of these Terms.

1.5. If Customer finds any provision in these Terms not acceptable, Customer must so notify BUCHI immediately upon receipt of these Terms. Deviations from these Terms require BUCHI's prior written approval.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by BUCHI in writing or made an integral part of an Order Acknowledgment (as defined below) by BUCHI, all

quotations made by BUCHI (each, a “Quotation”) are valid for a period of thirty (30) days from the date of the Quotation and may be revoked by BUCHI at any time after such 30-day period.

2.2. BUCHI may refuse Customer's order for any or no reason. No order is binding upon BUCHI until BUCHI's acceptance of the order in writing (an “Order Acknowledgment”) and the issuance of any governmental permit, license, or authority to BUCHI, as may be required under applicable laws, rules and regulations. The order as confirmed in writing by BUCHI in an Order Acknowledgment shall hereinafter be referred to as a “Confirmed Order”. For clarity, a Confirmed Order consists of the terms of the applicable Quotation, as such may be supplemented or amended by the Order Acknowledgment, and the terms of the Order Acknowledgment. BUCHI shall sell and deliver to Customer, and/or perform the Services, as may be applicable, and Customer shall purchase and accept from BUCHI, the Products and/or Services described in a Confirmed Order.

2.3. BUCHI shall only be bound to the specifications of the Products and Services explicitly agreed to by BUCHI in the Confirmed Order or in any other writing signed by a duly authorized representative of BUCHI subject to restrictions under applicable general industry standards. Such specifications agreed to and confirmed in writing by BUCHI shall hereinafter referred to as the “Specifications”. For clarity, other specifications and information on brochures, catalogs, plans, technical documents or BUCHI's website shall not be binding on BUCHI unless such specifications and information have been agreed to in writing by BUCHI in a Confirmed Order. Notwithstanding any prior confirmation of an order by BUCHI, BUCHI shall have no obligation to deliver Products to, or perform Services for Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.4. Customer may submit to BUCHI written requests to change the terms of a Confirmed Order (each such request, a “Change Order Request”). BUCHI may, at its sole discretion, consider such Change Order Requests, provided that BUCHI

will have no obligation to perform any Change Order Request unless and until BUCHI has agreed in writing to adopt such Change Order Request. If BUCHI elects to consider such a Change Order Request, then BUCHI shall promptly notify Customer of any adjustment to the applicable purchase price for the Products and fees for the Services. In such event, BUCHI and Customer shall negotiate in good faith a reasonable and equitable adjustment to the price of the Products and/or fees for the Services, as applicable.

2.5. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products or perform the Services under any Confirmed Order shall have no consequences for other deliveries of Products or performance of Services.

3. PRICES

3.1. The price of the Products and fees for the Services shall be as set forth in the applicable Confirmed Order. The fees for the Services shall be calculated on a time and material basis pursuant to BUCHI's current rates in effect at the time of the Confirmed Order, unless otherwise quoted in writing by BUCHI. A list of the current rates is available on request. Unless otherwise agreed by BUCHI in writing, all rates set forth in such list are subject to change without prior notice to Customer.

3.2. The price of the Products and fees for the Services shall not include packaging, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), unless so indicated in the Confirmed Order. Such Taxes shall be payable by Customer, and if BUCHI is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by BUCHI to Customer. Should any unforeseeable increases in BUCHI's cost of materials or labor occur after the date of any Confirmed Order, BUCHI shall, in its sole discretion, be entitled to increase the agreed prices and/or fees accordingly.

4. PAYMENT TERMS

4.1. Unless otherwise agreed by the parties in a Confirmed Order, the payment terms under this

Section 4.1 shall apply. BUCHI shall issue an invoice to Customer for the Products delivered and Services performed at the time of the delivery of the Products and/or performance of the Services, as may be applicable. If the total amount of the Products and/or Services ordered by Customer in a Confirmed Order is at least \$30,000, Customer agrees to pay to BUCHI one third (1/3) of the total amount of such Confirmed Order no later than thirty (30) days from the date of the Order Acknowledgment. BUCHI may refuse to deliver the Products or perform the Services without any liability to Customer in the event Customer fails to make the advance payment pursuant to this Section 4.1.

4.2. Except as set forth in Section 4.1. or unless otherwise agreed in writing by BUCHI, the purchase price for the Products and fees for the Services and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of BUCHI's invoice for such Products and/or Services without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, force majeure or any other event beyond BUCHI's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by check, wire transfer, or credit card in the manner set forth on BUCHI's invoice, provided that payments by credit card may be made by Customer only up to a maximum amount of \$5,000 per Confirmed Order. The minimum purchase amount for every Confirmed Order shall be \$200. Customer agrees to pay the minimum purchase amount for Confirmed Orders of \$200 or less.

4.3. Time is of the essence for the payment of all amounts due to BUCHI under any Confirmed Order. If Customer fails to make payment of any amount when due, Customer shall pay interest to BUCHI at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to BUCHI of such amount in full. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to BUCHI shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by BUCHI with respect to the collection of overdue payments (including,

without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for BUCHI's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

5. SECURITY INTEREST

5.1. If BUCHI extends credit to Customer for the purchase price for any Products or fees for Services, or any other amounts due to BUCHI, Customer hereby grants to BUCHI as security for the timely payment and performance of all Customer's payment obligations to BUCHI, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). BUCHI shall be entitled to file any and all financing, continuation or similar statements under the Uniform Commercial Code in any jurisdiction, and take any and all other action necessary or desirable, in BUCHI's sole and absolute discretion, to perfect its security interest in the Collateral and to establish, continue, preserve and protect BUCHI's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable BUCHI to perfect and enforce this Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors. This Security Interest shall remain in force until payment in full of the entire purchase price for such Products, fees for Services, and any other amounts due to BUCHI by Customer. BUCHI may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. In connection with these Terms and each applicable Confirmed Order, Customer shall in a timely manner (i) perform Customer's duties and tasks under the applicable Confirmed Order, and such other duties and tasks as may be reasonably required by BUCHI to permit BUCHI to deliver the Products and/or perform the Services; and (ii) make available any data, information, and other resources required by BUCHI, including, but not limited to, any data, information or materials specifically identified in the applicable Confirmed Order ("Customer Resources"). Customer shall be

responsible for ensuring that all such Customer Resources are accurate and complete.

6.2. Without limiting the generality of Section 6.1, in the event Services are to be performed by BUCHI at the Customer's site (the "**Site**"), Customer shall prepare the Site and coordinate with BUCHI and other contractors, agents, employees and other representatives of Customer to ensure that BUCHI is able to deliver the Product and perform the Services in accordance with the Confirmed Order.

6.3. If Customer fails to meet its obligations hereunder or the applicable Confirmed Order, including but not limited to Customer's breach of its payment obligations hereunder, or if BUCHI has reason to believe that Customer is not able to fulfill its obligations hereunder, BUCHI may, without any liability by BUCHI to Customer, at its sole discretion, refuse the delivery of the Products or performance of the Services until Customer has fulfilled its obligations hereunder.

6.4. Customer shall (i) use the Products and Services solely for their intended purpose, (ii) use only qualified personnel for the handling of the Products and use of the Services, and (iii) follow BUCHI's instructions and comply with applicable laws with respect to the Services and the use, handling, operation, maintenance and storage of the Products.

7. DELIVERY AND ACCEPTANCE

7.1. Shipments to Customers located in the USA: Unless otherwise agreed in writing by BUCHI, BUCHI covers all shipping costs, duties, levies, and applicable taxes associated with shipping Products from country of origin to USA port of entry. Shipping costs from port of entry to final destination shall be pre-paid by BUCHI and charged to Customer (added to the final invoice). Unless otherwise agreed in writing by BUCHI, title to and risk of loss for the Products shall pass onto the Customer at final destination.

7.2. Shipments to Customers located in Canada or Mexico: Unless otherwise agreed in writing by BUCHI, all deliveries of Products shall be made CIP port of entry (Incoterms 2020). Unless otherwise agreed in writing by BUCHI, shipping costs, duties, levies, and applicable taxes from port of

entry to final destination shall be pre-paid by BUCHI and charged to Customer (added to the final invoice). Unless otherwise agreed in writing by BUCHI, title to and risk of loss for the Products shall pass onto the Customer at final destination.

7.3. Any delivery times or dates communicated by or on behalf of BUCHI are estimates and shall not be binding on BUCHI. BUCHI may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries. In no event shall BUCHI be liable for any delay in delivery, and no delay in delivery of any Products shall relieve Customer of its obligation to accept delivery thereof and make payment of any amounts due in accordance with these Terms, including but not limited to delays caused by Customer's failure to fulfill its obligations under Section 6 or governmental restrictions on exports or imports and similar measures.

7.4. Customer's failure to accept delivery of any Products or performance of any Service pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered and/or the Services performed at the time the Products or the Services have been made available to Customer. If Customer rejects or revokes acceptance of Products or fails to pay any amounts when due, BUCHI, in its sole and absolute discretion, may extend the period of delivery by such period as BUCHI may deem reasonable, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event Customer shall be responsible for any and all costs and expenses incurred or damages or losses suffered by BUCHI in connection with any such delay notwithstanding any action or inaction by BUCHI with regard to such delay.

7.5. Unless otherwise agreed by BUCHI in writing, BUCHI shall determine the carrier for the delivery of the Products. Any special requests concerning shipping, transportation and insurance shall be communicated to BUCHI in a timely manner and subject to BUCHI's prior written approval. Customer shall bear all costs resulting from such requests.

7.6. BUCHI may, at its sole discretion, require Customer to return the Product packaging identified or communicated to Customer by BUCHI as BUCHI's property, to BUCHI or to such other location from which the Product was shipped, at Customer's own cost.

8. DRAWINGS AND SPECIFICATIONS

8.1. BUCHI shall provide drawings to the Customer in accordance with the Specifications subject to the terms in the applicable Confirmed Order. Customer shall promptly review such drawings and in the event such drawings, in the reasonable determination of Customer, do not reflect the Specifications, Customer shall notify BUCHI within three (3) business days from the date of Customer's receipt of the drawings. BUCHI shall make the changes to the drawings, as BUCHI deems necessary, for the drawings to reflect the Specifications. Customer shall approve the drawings not later than five (5) business days from Customer's receipt of the final drawings (the "Approved Drawings").

8.2. BUCHI may charge an extra fee to Customer if the modifications requested by Customer differ from the Specifications and BUCHI may adjust the schedule on the Confirmed Order as BUCHI deems necessary to implement such modifications. Customer shall be solely responsible for any damages caused or expenses incurred by BUCHI or any subcontractor or supplier attributable to the delay of the approval of the drawings by Customer. In no event shall BUCHI be liable for any delays in the delivery of the Product and performance of the Services which resulted from Customer's failure to approve the drawing within the time period set forth in Section 8.1.

9. EXAMINATION AND CONFORMITY TO ORDER

9.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify BUCHI in writing of any packaging defects, apparent defects or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within ten (10) days from the date of delivery of such Products,

and Customer shall notify BUCHI in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Notwithstanding anything to the contrary contained herein, any and all claims for defective or non-compliant Products must be received by BUCHI within thirty (30) days of the earlier to occur of (a) the delivery of the Products pursuant to these Terms or (b) BUCHI's notification of Customer that the Products are ready for delivery.

9.2. If Customer fails to timely notify BUCHI of any defects or other non-compliance of any Products delivered or Customer uses, destroys or modifies any Products that Customer knows or should have known to be defective or non-compliant without BUCHI's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

9.3. Products that BUCHI consents or directs Customer in writing to be returned shall be returned to BUCHI at Customer's risk to the destination directed by BUCHI.

9.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

10. INSTALLATION AND MAINTENANCE

10.1. If a Confirmed Order provides for the installation of Products by BUCHI, BUCHI agrees to install the Product at the location set forth in such Confirmed Order.

10.2. Prior to the installation of a Product, Customer shall make available to BUCHI, at Customer's sole expense: lighting, compressed air, water, electric power, the required gas / vacuum supply lines (if required) to connect the delivered Products, lifting gears and means of transport, or any other materials as BUCHI deems necessary for the installation.

10.3. Customer agrees to bear any additional costs resulting from any delay in the installation

of the Product if such delay was caused by Customer or any other event beyond BUCHI's control.

10.4. Unless otherwise agreed by the parties in writing, Customer shall be responsible for the maintenance of the Products. Customer shall ensure that such maintenance is performed by personnel with adequate skills and qualification in conformity with BUCHI's instructions as such may be provided by BUCHI from time to time.

11. SPARE PARTS

11.1. BUCHI shall use its commercially reasonable efforts to make spare parts of the Products available for purchase within the applicable period set forth below from the date of the respective Confirmed Order:

Electronics: five (5) years

Apparatus parts and mechanical components: ten (10) years

12. INTELLECTUAL PROPERTY AND SOFTWARE

12.1. "Intellectual Property" means all know-how, technology, inventions, discoveries, ideas, processes, methods, designs, plans, instructions, specifications, formulas, testing and other protocols, settings, and procedures and other confidential or proprietary technical, scientific, engineering, business, or financial information, all documentation, materials, and other tangible embodiments of any of the foregoing, in any form or medium, including papers, laboratory notebooks, notes, drawings, flowcharts, diagrams, descriptions, manuals and prototypes, invention disclosures, patents and rights to apply for patents worldwide, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, computer software programs, databases, and other intangible proprietary information, including but not limited to proprietary rights under the applicable trade secret laws.

12.2. Customer acknowledges that all rights, title and interests in and to the Intellectual Property in and to the Product, Services, Approved Drawings, drafts and notes, and all improvements and derivatives thereof are owned by BUCHI, its affiliates, its licensors or BUCHI's other contracting

parties. BUCHI hereby grants Customer a revocable, non-exclusive, non-transferable, and non-sub-licensable license to such Intellectual Property solely to enable Customer to use the Products and Services.

12.3. With respect to software that may be incorporated into a Product, or used in connection with, any Products, BUCHI hereby grants Customer a non-exclusive and non-transferable license solely to use such software in connection with the Products for which the software was delivered. Such license shall not include any right to copy, modify, market, sublicense or distribute the software, to make the software available to any other person, whether on a time sharing basis or otherwise, or to create works derivative of the software. Neither does this license extend to the source code of such software, copying, editing or modification thereof.

12.4. Any software delivered to Customer by or on behalf of BUCHI may not be reverse engineered, decompiled, decrypted or otherwise altered without BUCHI's prior written approval.

12.5. Without limiting the generality of Section 12.2, Customer acknowledges and agrees that all title and interest in and to the Intellectual Property in the software are the exclusive property of BUCHI or its licensors, if any, and that such software is licensed to Customer by or on behalf of BUCHI and not sold to Customer. For third party software licensed to BUCHI, the terms of the license agreement between BUCHI and such third party software provider shall apply in the event of conflict with the terms of this Section 12. BUCHI makes no warranty that the use of the software or the Product by Customer will not infringe the rights of third parties.

13. LIMITED WARRANTY

13.1. Except as otherwise set forth in Section 13.5. or agreed to by BUCHI in a Confirmed Order, with respect to the Products, BUCHI warrants to Customer that the Products will be free of defects in material and workmanship for the shorter of the following periods (a) twelve (12) months from the date of delivery, or the date of the completion of the Product's installation, as applicable, or (b) eighteen (18) months from the date BUCHI notified Customer of the availability of the Product in the event such Product cannot

be delivered by BUCHI due to Customer's refusal to accept the delivery or any other reason beyond BUCHI's control (the "Limited Product Warranty Period").

13.2. Unless otherwise agreed to by BUCHI in a Confirmed Order, during the Limited Product Warranty Period, BUCHI warrants that Products made of glass have (a) proper melting points including stressless cooling, (b) undamaged glass surfaces for which the guidelines and margins of the AD 2000 (N 2 appendix 1) standard apply.

13.3. Unless otherwise agreed to by BUCHI in a Confirmed Order, BUCHI makes no warranty that the Products comply with applicable law, regulations or specifications in any jurisdiction in which the Products may be sold or marketed. Any governmental or other approvals necessary in connection with the sale, marketing, distribution or use of the Products shall be Customer's sole responsibility.

13.4. BUCHI may, at its sole discretion and to the best of its knowledge, advise Customer on the suitability of the Products for Customer's intended purposes and the compatibility of the Products' materials with Customer's intended processes. Customer acknowledges that such advice shall not be construed as BUCHI's assumption of any liability or grant of warranty in relation thereto.

13.5. In the event of a Product defect, Customer shall, at Customer's sole expense, send the Product to BUCHI. If the costs of return shipping are unreasonable, as determined by BUCHI, BUCHI may, at its sole discretion, make the repairs at Customer's facility. If any Product defect entitles Customer to a claim during the Limited Product Warranty Period, BUCHI will, at its sole option, repair or replace the defective Product. Such repair or replacement shall be the sole liability of BUCHI and the sole remedy of Customer with respect to such defective Product. In no event shall any warranty claims for a defective Product be made after the expiration of the Limited Product Warranty Period. Any Products or parts thereof removed and replaced by BUCHI under this Section 13.5. shall be the property of BUCHI. The Limited Product Warranty Period for Products repaired or replaced under this Section 13.5. shall be six (6) months from the date of repair or replacement by BUCHI but not exceeding twenty-four (24) months in total from the commencement

date of the Limited Product Warranty Period for the original Product.

13.6. In the event BUCHI is unable to repair the Product defect within a reasonable time, BUCHI may, at its sole discretion, issue a refund to Customer in the amount BUCHI deems adequate.

13.7. The limited product warranty set forth in Sections 13.1 and 13.2 (the "Limited Product Warranty") shall be void and BUCHI shall have no responsibility to repair or replace Products damaged as a result of (a) improper or inadequate installation, use, storage, handling, operation, or maintenance or unauthorized alteration, modification or repair of Products (including without limitation, the use, storage, handling, operation or maintenance of Products contrary to written instructions and/or recommendations of BUCHI, inadequate training of personnel, excessive usage as well as usage of improper or inadequate resources, accessories, or spare parts, (b) chemical or electrolytic effects, or (c) acts or omissions of Customer or third parties following delivery of the Product, or force majeure, or (c) ordinary wear and tear of the Products. The Limited Product Warranty shall not apply to consumable and expendable Products.

13.8. Unless otherwise agreed to by BUCHI in a Confirmed Order, BUCHI warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards (the "Limited Service Warranty") for a period of thirty (30) days from the date of the performance of the Service (the "Limited Service Warranty Period"). If there is a breach of the Limited Service Warranty during the Limited Service Warranty Period, BUCHI may, at BUCHI's sole discretion re-perform the non-conforming Service or refund to Customer the fees paid for the non-conforming Service. Such re-performance or refund shall be Customer's sole and exclusive remedy and BUCHI's entire liability for any breach of the Limited Service Warranty.

13.9. Customer agrees to fully cooperate with and, at BUCHI's request, to assist BUCHI in fulfilling its obligations under this Section 13.

13.10. Except for the warranties granted under this Section 13, BUCHI makes no other warranties with respect to the Products or Services, and no person is authorized to make any warranties

on behalf of BUCHI that are inconsistent with the warranties set forth under this Section 13. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

14. LIMITATION OF LIABILITY

14.1. IN NO EVENT SHALL BUCHI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF BUCHI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, BUCHI'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS OR FEES FOR THE SERVICE, AS MAY BE APPLICABLE, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN BUCHI AND CUSTOMER, THAT BUCHI'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, BUCHI WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER TO SELL PRODUCTS TO OR PERFORM SERVICES FOR CUSTOMER.

14.2. BUCHI shall not be liable for, and Customer assumes responsibility and shall indemnify, defend and hold BUCHI harmless for, any and all claims, including without limitation claims for personal injury or property damages, resulting from the improper use, operation, or maintenance or unauthorized alteration, modification or repair of the Products, Customer's failure to properly communicate BUCHI's instructions and warnings to users of the Products and/or Customer's non-

compliance with applicable laws, rules and regulations.

14.3. In jurisdictions that limit the or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

15. CONFIDENTIALITY

15.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of BUCHI or Customer, that is designated by a party as "confidential" or "proprietary" at the time of disclosure or due to its nature or under the circumstances of its disclosure the party receiving such information knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

15.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iv) is rightfully received by the receiving party from a third party without restriction on use or disclosure; or (v) is disclosed with the prior written approval of the disclosing party.

15.3. No party shall use the other party's Confidential Information except as necessary for the performance or enforcement of these Terms and any applicable Confirmed Order and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, suppliers or representatives who have a bona fide need to know such Confidential Information for the performance or enforcement of these Terms and any applicable Confirmed Order; provided that each such employee, agent,

subcontractor and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions consistent with the terms set forth in this Section 15.3. Each party will employ all reasonable steps to protect the other party's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

16. FORCE MAJEURE

16.1. BUCHI shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, pandemics, epidemics (including restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

17. MISCELLANEOUS

17.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal and enforceable.

17.2. Customer may not assign a Confirmed Order or any right or interest therein, or any other

obligation arising hereunder without BUCHI's prior written consent.

17.3. BUCHI's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

17.4. In the event of a violation or threatened violation of Customer's obligations under Section 15 or BUCHI's proprietary rights, BUCHI shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

17.5. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment or agency relationship between the parties.

17.6. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

18. ENTIRE AGREEMENT; CONFLICTS

18.1. These Terms, including the applicable Confirmed Order (i.e., Quotation and Order Acknowledgment) and Approved Drawings, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supercedes any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the

provisions of a Quotation, Order Acknowledgment, Approved Drawings and these Terms, the following order of precedence shall apply: (1) Order Acknowledgment, (2) Approved Drawings, (3) Quotation, and (4) these Terms. These Terms and the Confirmed Order may only be modified or any rights under it waived by a written document executed by both parties.

19. APPLICABLE LAW AND JURISDICTION

19.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than New York.

19.2. Any dispute, controversy or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the City of Farmingdale, State of New York, County of Suffolk, provided that notwithstanding the foregoing, BUCHI shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

19.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.