Nordson MARCH Terms and Conditions

Equipment Acceptance Criteria

Factory buyoff and/or on-site acceptance are optional and requires mutually agreed upon terms. Acceptance specifications are due in advance of order placement for review and approval by Nordson MARCH. If an equipment acceptance procedure is not defined and agreed to at time of shipment, full payment of equipment will not be subject to testing results.

Standard Nordson MARCH Acceptance Criteria are outlined as follows:

(VIA-Series, PCB-Series)
For printed circuit board (PCB) applications, equipment uniformity and etch rate will be determined by standards and procedures outlined in Vacuum Plasma Desmear Uniformity Measurement for Rigid and Flex Printed Circuit Boards, Procedure Number NM-PCB-161.

(AP-Series, TRAK-Series)
For surface preparation applications including adhesion promotion, pre-wire bond, pre-mold and pre-underfill, equipment uniformity will be demonstrated by procedures outlines in Vacuum Plasma Surface Preparation Uniformity Measurement Testing, Procedure Number NM-AP-362.

(RIE-1701, SPHERE-Series)
For wafer descum, ashing or etching applications, equipment uniformity and etch rate will be determined by standards and procedures outlined in Vacuum Plasma Etching Uniformity Measurement for Wafers, Procedure Number NM-WR-260.

Warranty & General Conditions of Sale

OFFER TO SELL: Any purchase order issued in response to this offer to sell is considered to be Buyer's acceptance of these General Conditions of Sale. Nordson MARCH ("SELLER") hereby objects to any additional, different or conflicting terms or conditions set forth in Buyer's purchase order. No terms, provisions, or conditions of Buyer's purchase order shall be effective unless expressly accepted by in writing.

TERMS OF PAYMENT: Unless indicated otherwise by SELLER, prices for Equipment with shipment destinations within the USA are EX WORKS and for International shipment destination FCA SELLER'S plant. Payment terms are as outlined on specific equipment quotation provided by SELLER.

WARRANTY:
(a) SELLER warrants Equipment to be free from defects in material and workmanship provided the Equipment is used and maintained in accordance with SELLER'S instructions. The base warranty period is (i) one year from first use or (ii) 13 months from shipment, whichever occurs first. Refurbished or Pre-Owned products (including spares and replacement components) are warranted to be free from defects in material and workmanship for a period of ninety (90) days from date of shipment.

(b) Normal wear items ("0" rings, seals, gaskets, electrodes, etc.) are not covered by this warranty.
(c) In the event of non-compliance with this warranty, SELLER shall at its option modify, adjust, repair or replace the Equipment. SELLER will, at its option absorb return shipping charges. SELLER reserves the right to charge for warranty service in the event Equipment is initially shipped or thereafter is transshipped to a location other than the “ship to” location identified in Buyer’s purchase order or purchase document.

(d) The above warranty does not extend to Equipment damaged after date of shipment where the damage is not directly due to a defect in material or workmanship, nor does it apply to Equipment altered or repaired in an unauthorized manner.

(e) Using non-SELLER or non-approved repair or replacement parts can be detrimental to safe and proper operation of the Equipment. Any damage to or failure of Equipment arising from use of such parts will not be covered by this warranty.

(f) The sole liability of SELLER and the exclusive remedy of Buyer arising out of the performance of services or supply or use of the Equipment whether arising under contract, tort (including negligence), strict liability or otherwise shall be the modification, adjustment, repair or replacement of Equipment, re-performance of services or refund of the purchase price.

(g) SELLER AND BUYER AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESS WARRANTY AND ANY PERFORMANCE GUARANTEE SPECIFICALLY SET FORTH IN THE PROPOSAL, ALL OTHER WARRANTIES AND GUARANTEES, OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE CONTRACT.

TITLE AND RISK OF LOSS: Title and risk of loss or damage to the Equipment shall pass to Buyer EX WORKS for US shipments and FCA SELLER’S plant for International shipments.

DELAY IN PERFORMANCE: SELLER shall not be in default nor liable for any expense, loss or damage occasioned by a delay in performance due to causes beyond its control, including but not limited to labor disputes, floods, fire, transportation delays, inability to obtain materials, or manufacturing equipment breakdown. In the event of such delay, the price and other affected terms of the purchase order shall be adjusted to reflect the impact of any delay.

LAWS & REGULATIONS: Equipment has been manufactured in compliance with applicable United States of America laws and regulations. Compliance with laws, regulations or rules of the country in which Equipment is to be operated is the responsibility of Buyer.

PATENT INFRINGEMENT: SELLER agrees to indemnify Buyer from and against all claims, demands and suits based on allegations that equipment designed and manufactured by SELLER constitutes an infringement of any patent, if SELLER is notified promptly of the assertion of any such allegation, and if Seller is given authority to defend the same and reasonable information and assistance for the defense of the same. Upon notification of an infringement claim, SELLER reserves the right to do any of the following, at no cost to Buyer:

(a) Procure for Buyer the right to continue using the equipment; or
(b) Replace the same with non-infringing equipment; or
(c) Modify the equipment so that it becomes non-infringing.

SELLER does not assume liability for the infringement of any method and/or process patents or for infringement of any patent covering articles manufactured or produced by Buyer. As to any Equipment manufactured in accordance with designs proposed by Buyer, Buyer agrees to indemnify SELLER against all claims, demands and suits brought against SELLER for any patent infringement.
ORDER CANCELLATION AND RETURNS: Buyer’s cancellation and return rights and obligation to pay cancellation will be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Through P.O. Date + 2 Weeks</th>
<th>P.O. Date + 2 Weeks Through Shipment</th>
<th>Post-Shipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory / Stock [Components / Parts]</td>
<td>$0</td>
<td>$0</td>
<td>$0 [15% Restocking Fee]*</td>
</tr>
<tr>
<td>Standard Systems</td>
<td>$0</td>
<td>Purchase price for % complete plus non-recoverable direct or indirect costs.</td>
<td>No cancellation or return</td>
</tr>
<tr>
<td>Configured / Custom-Build Systems &amp; Components / Parts</td>
<td>Purchase price for % complete plus non-recoverable direct or indirect costs</td>
<td>Purchase price for % complete plus non-recoverable direct or indirect costs.</td>
<td>No cancellation or return</td>
</tr>
</tbody>
</table>

Inventory/Stock may be returned within three (3) months of shipment provided Equipment is unused and returned in its original packaging. To obtain return approval, contact SELLER to obtain a Return Authorization Number. Payment of return freight charges will be Buyer’s responsibility.

LIMITATION OF LIABILITY: SELLER shall not be liable, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, cost of money, loss of use equipment, capital or revenue, or for any economic or consequential loss or damage. SELLER’S maximum liability whether arising from breach of contract, tort (including negligence), strict liability, breach of warranty or otherwise shall not exceed the purchase order price.

GOVERNING LAW: In the event the sale of Equipment to Buyer is subject to the United Nations Convention on Contracts for the International Sale of good ("CISG"), the CISG will apply provided however these General Conditions of Sale will prevail over any conflicting provisions of the CISG. In the event the CISG does not apply, the laws of the State of California (USA) shall govern any contract resulting from this offer to sell.