

General Terms and Conditions of Loan

In the absence of any separate loan contract and in addition to the applicable general terms and conditions of sales and supply made available by the supplier of the loan product (one of the production sites or one of the affiliates of the Pfeiffer Vacuum Technology AG) at www.pfeiffer-vacuum.com/general-terms-and-conditions, the following General Terms and Conditions of Loan apply to products (hereinafter referred to as "Product") supplied to a customer (hereinafter referred to as "Customer") for loan by one of the production sites or subsidiaries of Pfeiffer Vacuum Technology AG (hereinafter referred to as "Pfeiffer Vacuum").

1. Loan Period

A loan can be granted only after study and approval of Pfeiffer Vacuum according to specific needs of the parties.

The Product will be made available to the Customer from the date of delivery, with a loan period (hereinafter referred to as "Loan Period") as specified in the order acceptance. In the absence of any other specification, the Loan period is limited to three (3) months.

The Loan Period includes the installation period, the testing period and possibly the de-installation period. Any extensions of the Loan Period must be authorized by Pfeiffer Vacuum in writing.

Prior expiration of the Loan Period, the Customer may agree with Pfeiffer Vacuum on the most suitable termination option for the loan as detailed in Section 9 (Term; Termination) of the present General Terms and Conditions of Loan.

2. Loan Product and loan costs:

1. Pfeiffer Vacuum does have the right to deliver second-hand or refurbished products instead of new Products. Pfeiffer Vacuum acknowledges that the Product is free of any defect.
2. The relevant Pfeiffer Vacuum production site is supplying the Product during the Loan Period on an "AS-IS" basis with no implied warranty of merchantability, or implied warranty of fitness for a particular purpose. Besides, Customer acknowledges that the Product may not have been publicly released for sales by Pfeiffer Vacuum and/or may have been manufactured as a prototype during a development stage for qualification purpose.
- 2.3. Both parties are fully aware of the potential risks encountered through the use and/or evaluation of the Product on the Customer's site. They agree that no warranty whatsoever can be given on the results of the evaluation.
- 2.4. The Product shall be installed at Customers own costs and risks on the loan/evaluation site. The running charge (such as but not limited to on-site installation materials, hook-up costs, electricity, process gas for purge or nitrogen, compressed air etc.) is to be supported by Customer.
- 2.5. During the Loan Period, if consumable parts are required by Customer, these parts will be delivered and charged by Pfeiffer Vacuum.

3. Loan hiring fee / Selling conditions

- 3.1. The hiring fee is 8% of the current catalogue list price of the Product for each month started. Unless otherwise agreed, payment term for Product hiring fee shall be eight (8) days net after receipt of the invoice.
- 3.2. When finally purchasing the Product after the Loan Period, the paid up hiring fee will be deducted from the Product net price.

4. Obligations of each party during the Loan Period

- 4.1. Use: Customer has to use, handle and operate the Product as per Pfeiffer Vacuum's operation manuals and/or relevant instructions depending on Customer Application and/or environment and protect the Product from excessive use of any kind and ensure proper utilization, especially through duly skilled operators.
- 4.2. Pfeiffer Vacuum sales and service network ensure a technical follow up of the Product, its maintenance and repair, against extra charge, unless otherwise agreed (repair as per Pfeiffer Vacuum production site's standard warranty terms).
- 4.3. Access: the Customer, who will use and/or evaluate the Product, will allow us or our authorized staff reasonable access to the Product for tasks such as examination, observation, routine measurements, maintenance or service. The Customer will share with Pfeiffer Vacuum any available technical and data resulting from the loan/evaluation. No technical and confidential information shall be communicated to a third party without Pfeiffer Vacuum's prior written consent, as described inside Section 5.
- 4.4. Failure notification: shall any failure of the Product occur during the Loan Period, Customer shall immediately contact and notify Pfeiffer Vacuum in writing. Customer will have to report any trouble by phone (such as warning or alarm message) in order for Pfeiffer Vacuum to prepare the suitable intervention. A subsequent detailed written report on the case shall also be submitted.
- 4.5. Customer shall not permit any third party to have access to the Product without Pfeiffer Vacuum's prior written consent and Customer will exercise proper care to safeguard the confidentiality, propriety status, and secrecy of the Product. Customer shall communicate to Pfeiffer Vacuum all safety rules in effect on its site plant before the arrival of any Pfeiffer Vacuum employees.
- 4.6. Product modification, including additional fittings or installations as well as its combination with other items, shall require the prior consent of Pfeiffer Vacuum. If modifications are requested by public authorities, Pfeiffer Vacuum shall be informed thereof forthwith. Modifications, fittings and installations implemented without Pfeiffer Vacuum's prior consent are not allowed. If the Customer violates this obligation, the changes shall become Pfeiffer Vacuum's property and Pfeiffer Vacuum shall have to pay no compensation in return. There shall be no obligation for Pfeiffer Vacuum to remove modifications. Pfeiffer Vacuum may demand to have the Product restored in its original state at Customer's expense.

5. Confidentiality

- 5.1. For the purposes of the loan and/or Product evaluation, confidential information (hereinafter referred to as "Confidential Information") shall be deemed to constitute, inter alia, without this list being considered exhaustive, information relating to the Product and its technology including software, to data tests of the Product, and to projects, legal and financial information of the other party.
- 5.2. The receiving party agrees not to use the disclosing party's Confidential Information for any purpose other than that set forth herein. Each party shall only disclose Confidential Information to those employees who have a need to know such Confidential Information and who are bound to retain the confidentiality under provisions similar to this Agreement. Each party shall maintain Confidential Information with at least the same degree of care it uses to protect its own proprietary information, but no less than reasonable care under the circumstances. The receiving party shall not copy, disassemble, reverse engineer or discompose Confidential Information except as authorized by the disclosing party in writing. Any such copies will be identified as belonging to the disclosing party and prominently marked "Confidential".
- 5.3. The obligations of the receiving party shall not apply to any confidential information of the disclosing party which the receiving party can demonstrate that it:
 - (a) is (at the time of disclosure) or becomes (after the time of disclosure) known to the public through no breach of these General Terms and Conditions of Loan by the receiving party;
 - (b) is lawfully obtained by the receiving party in good faith from any third party;
 - (c) as shown by written records, was known to, or was otherwise in the possession of the receiving party prior to the time of disclosure by the disclosing party; or
 - (d) as shown by written records, is developed by the receiving party independently of any confidential information disclosed during the loan.
- 5.4. The receiving party may disclose disclosing party Confidential Information if compelled to do so by a court, administrative agency or other tribunal of competent jurisdiction, provided however, that in such case the receiving party shall provide prompt written notice to the disclosing party so that it may seek a protective order or other remedy from said court or tribunal and the

receiving party shall only disclose that portion of such confidential information that, in the opinion of its legal counsel, is required to be disclosed.

- 5.5. Upon written request from the disclosing party, the receiving party shall return to disclosing party or destroy all Confidential Information (including copies thereof and extracts therefrom) of disclosing party; provided, however, that receiving party may retain a copy of such Confidential Information for archival purposes and subject to any copies remaining on recipient's standard computer back-up devices (which copies recipient agrees not to access after termination).
- 5.6. The confidentiality obligation will be valid for the entire duration of the Loan Period and for a further period of one (1) year following its lapse.
- 5.7. Confidentiality validation: Pfeiffer Vacuum and Customer will keep all confidential information concerning the Product evaluation and/or loan confidential for the entire duration of this Agreement and for a further period of one (1) year following its lapse.

6. Title and ownership

- 6.1. Title to and complete ownership of the Product shall remain exclusively with Pfeiffer Vacuum. Pfeiffer Vacuum is the sole and exclusive owner of all Intellectual Property rights embodied in the product when delivered to Customer.
- 6.2. Furthermore, Pfeiffer Vacuum retains all rights, ownership, title and interest in such Product and in Pfeiffer Vacuum's Intellectual Property and Confidential Information, including any Pfeiffer Vacuum's specifications, as well as in all modifications, enhancements, developments, inventions, improvements and derivatives related thereto (collectively "Developments"), whether created by Pfeiffer Vacuum or Customer. In the event Customer creates any Developments, Customer shall assign all rights, title and interest in such Developments to Pfeiffer Vacuum and assist Pfeiffer Vacuum in effecting Pfeiffer Vacuum's ownership interest in such Developments.

7. Liability

- 7.1. Customer bears any and all risk arising from the use of the Product on the Customer's loan/evaluation site, including but not limited to personal injury; damage on the Product or any other product linked with this evaluation and owned by Pfeiffer Vacuum; and adverse effect to the public; and any harmful impact to the environment.
- 7.2. Pfeiffer Vacuum's liability is exclusively limited to the supply of the Product covered by this loan. No compensation will be paid for claims from Customer for damages incurred of any kind, as far as legitimated by Pfeiffer Vacuum's applicable law.
- 7.3. In no event shall either party be liable for indirect, consequential, or incidental damages.

8. Insurance

- 8.1. Customer shall take out and bear Product insurance for the benefit of Pfeiffer Vacuum with respect to the Product during the Loan Period, at replacement value of the Product, including any collateral costs. The insurance shall cover risks such as but not limited to fire, damage, destruction, theft and loss.
- 8.2. If Customer does not furnish the proof that it has obtained adequate insurance cover prior to the date of delivery specified in the order acknowledgment, Pfeiffer Vacuum shall be entitled to take out appropriate insurance cover in the name and for the account of Customer. Pfeiffer Vacuum may demand reimbursement of this additional cost forthwith. Customer herewith irrevocably assigns to Pfeiffer Vacuum any rights arising out of the insurance taken out by reason of the loan order and informs the insurer thereof.
- 8.3. If the Product is lost during the Loan Period or if a total loss occurs, Customer shall have to compensate Pfeiffer Vacuum for an amount equal to the current replacement value. Pfeiffer Vacuum may also demand that an item equivalent to the Product may be supplied as a replacement. The loan in the amount of the Product net price shall be payable until adequate compensation has been received in full.

9. Term; Termination

- 9.1. Fourteen (14) days prior expiration of the Loan Period, the Customer may agree with Pfeiffer Vacuum on the most suitable termination option for the loan or the possibility to extend the Loan Period.
- 9.2. Unless otherwise agreed by the parties or as set forth in Article 9.1. above, the Loan Period shall terminate upon the earlier of (a) the date that Customer purchases the Product, unless earlier terminated by mutual agreement of the parties in accordance with the provisions herein or (b) the date that the Product is returned to Pfeiffer Vacuum at the end of the Loan Period.
- 9.3. If Customer does not carry out any tests or do not use the Product during the first month, Pfeiffer Vacuum may cancel in writing the Loan Period after this first month.
In case of significant breach of the present General Terms and Conditions of Loan by a party, the other party has the right to ask for the immediate termination of the Loan Period by written request. In this case, the Product has to be sent back to Pfeiffer Vacuum as soon as possible or latest within seven (7) days after termination written request. The party responsible for the breach will bear all incurring Product return costs.

10. Return

- 10.1. The Customer has the obligation to return the Product within seven (7) days following the termination of the Loan Period. Any return of Product shall be agreed on with Pfeiffer Vacuum in writing prior return shipment process. Should the Product be returned according to the rules after expiry of the Loan Period, costs concerning refurbishing, transport, package and transport insurance will be charged to the Customer.
- 10.2. If Customer fails to comply with its return obligations within a period of seven (7) days following termination of the Loan Period, Pfeiffer Vacuum is entitled to effect, the return transport at the expense of Customer. Customer herewith grants Pfeiffer Vacuum or its agent to access the place of erection of the Product for the purpose of collecting the Product. Claims for damages on the part of Pfeiffer Vacuum remain unaffected.
Furthermore Pfeiffer Vacuum is entitled to demand liquidated damages for delayed return after expiration of the Loan Period. Said liquidated damages shall amount to 0.5% of the amount per full week of delay, however not more than 5% of the Product List price of the Loan Product.
If the Customer does not return the Product within four (4) weeks after expiry of the Loan Period, the Customer has to buy the Product at Product List price.
- 10.3. Upon termination of the Loan Period, the Product shall be in good operating condition, i.e. in particular cleaned and complete, subject only to normal wear and tear (which Pfeiffer Vacuum shall have to accept) taking into account the Loan Period, and Customer shall either return the Product to Pfeiffer Vacuum forthwith or make the Product forthwith available for collection. Customer herewith waives any retention rights.
- 10.4. Pfeiffer Vacuum may inspect the Product prior to when it is returned or collected or have it inspected by an expert. The expert is to assess the scope of any defects and damage occurred, estimates the cost of their removal and, as the case may be, the possible reduction in value of the Product.
Pfeiffer Vacuum shall notify Customer in writing of any defects or damage of the Product within one (1) month following receipt.
- 10.5. The cost for any required inspection shall be borne by the Customer. If the expert does not detect any damage or defects, Pfeiffer Vacuum shall bear the entire cost for the expert.
Defects or damage occurring beyond the scope of normal wear and tear and/or proper use shall be borne by Customer.
- 10.6. Pfeiffer Vacuum may indicate a return destination other than the place of handing over. In that case – if Customer returns the product in time – Customer shall not be liable to pay any costs exceeding the cost for returning the Product to the original place of handing over.
- 10.7. Prior any product return, a RMA sheet and a declaration of contamination have to be filled in and signed by a qualified and authorized person. The declaration has to be sent back together with the loaned Product. Pfeiffer Vacuum order reference number shall be indicated in all documents.



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