

CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

Applicable to agreements entered into with ASML entities located in Europe or Asia

1. DEFINITIONS

In these Conditions:

"ASML" means ASML Netherlands B.V. and any company ASML Netherlands B.V. is controlled by or under common control with;

"the Goods" and **"Services"** means respectively the goods and the services or any of them described in the Order;

"the Order" means the order, including any written amendment thereto, for the delivery of Goods and/or the provision of Services as set out overleaf together with these Conditions;

"the Price" means the price of the Goods and/or Services as set out in the Order; and

"the Vendor" means the person, firm or company named as such in the Order as responsible for supplying the Goods and/or Services and includes the Vendor's legal representatives, successors and permitted assigns.

2. ACCEPTANCE OF ORDER

The following constitutes acceptance of the Order by the Vendor on these Conditions: execution and return by the Vendor of the acknowledgement copy of the Order, or the Vendor's failure to react to the Order within 5 days after receipt thereof, or the execution or commencement of work or the commencement of delivery pursuant to the Order. The acceptance of the Order is limited to and conditional upon acceptance by the Vendor of these Conditions. Any general conditions the Vendor may use that could apply to transactions with ASML are hereby expressly rejected and shall apply only if and insofar as these have been expressly accepted in writing by ASML. These Conditions prevail over any terms or conditions contained in or referred to in the Vendor's quotation or acceptance of Order or correspondence inconsistent with these Conditions.

These Conditions shall also apply to any orders made by ASML online, over the Internet or by any other electronic means.

3. AUTHORIZATION

ASML is not bound by the Order unless the Order has been placed on behalf of ASML by a duly authorised officer. No amendments to the Order are binding on ASML unless authorised and confirmed in writing by ASML.

4. DELIVERY OF GOODS / PROVISION OF SERVICES, RESCHEDULING, TERMINATION

The time and place of delivery of the Goods are as specified in the Order. If Goods are not delivered in accordance with the Order, ASML is not liable for any additional expense the Vendor incurs in handling and delivering the Goods at the correct destination. Early execution of the Order or any part thereof as well as partial deliveries shall not be permitted unless approved in writing by ASML. The terms of delivery shall be interpreted in accordance with INCOTERMS 2010. The delivery condition "DAP" (Delivery at Place) shall apply on the delivery of the Goods unless otherwise agreed in writing by ASML. Vendor's obligation to deliver shall not have been met until the Goods and the documentation as required per the Order, including any certificates, maintenance instructions and manuals, have been delivered.

The time and place of provision of the Services are as specified in the Order. If Services are incorrectly provided, ASML is not liable for any additional expense the Vendor incurs in handling and providing the Services in a correct manner.

Unless expressly accepted in the Order by ASML, the delivery of Goods and/or provision of Services shall be non-recurrent. If the Goods and/or Services are agreed to be delivered/provided in instalments then the Order is deemed not to be severable.

ASML reserves the right at any time to suspend any delivery or deliveries or any acceptance of delivery covered by these Conditions without any charge and to the extent and for such period as considered necessary by ASML.

ASML may, by written notice, terminate the Order, in whole or in part. If the Order is terminated, ASML shall be liable only for payment as set forth below.

a) After receipt of a Notice of Termination, the Vendor shall comply with the instructions by ASML in the Notice of Termination and any subsequent written instructions.

b) After termination, the Vendor shall submit a final termination settlement proposal within sixty days of the Notice of Termination. Such settlement proposal shall be in the form and with the certifications prescribed by ASML.

c) The amount of any settlement may include a reasonable allowance for profit on work completed on the terminated portion but no anticipatory profit or cover of fixed costs on the work terminated shall be allowed. No settlement agreed upon may exceed the total Order price as reduced by: (1) the amount previously paid and (2) the Order price of work not terminated.

d) If the Vendor fails to submit the termination settlement proposal within the time provided in paragraph (b) above, the determination of an equitable adjustment by ASML shall be conclusive.

The Vendor shall immediately notify ASML of any delay in the execution of the Order, and state the events causing the delay.

Upon ASML's request, ASML shall be given reasonable assistance and access to all relevant administrative records of the Vendor related to the progress made or to be made in the execution of the Order.

5. QUALITY, QUANTITY AND DESCRIPTION

It is a condition of the Order that:

the Goods meet the specifications referred to in the Order as to quantity, quality and description and other information or instructions specified or made known to the Vendor and all applicable safety standards;

the Vendor undertakes immediately to repair or replace, free of charge to ASML, any defective Goods notified to the Vendor within twenty four (24) months (or any longer warranty period expressly agreed) from the date of receipt of the Goods by ASML. Aforesaid period shall be extended by the period during which the Goods could not be used because they were defective;

the Vendor shall pass to ASML the benefit of any additional warranties secured from the Vendor's suppliers; and

the Services are provided in accordance with the terms of the Order and are executed with professional care, skill and diligence by properly qualified and experienced persons.

The Vendor shall be able to produce and to supply to ASML the products ordered by ASML hereunder during a period of at least 5 years after the last delivery of such product.

If the Vendor submits any documents for approval by ASML, ASML's approval, however, shall not release the Vendor from any of its obligations under the Order.

6. ACCEPTANCE OF GOODS AND SERVICES

The Goods are subject to inspection and testing by ASML. In any case where the Goods (whether or not inspected or tested by ASML) do not comply with the requirements of the Order, ASML has the right to repair such Goods at the expense of the Vendor or to reject such Goods. When rejecting Goods, ASML shall give notice of rejection to the Vendor specifying the reasons for the rejection and shall return the rejected Goods to the Vendor at the Vendor's risk and expense. In that case the Vendor shall, without being granted an extension of the delivery period, replace the rejected Goods with Goods which are in all respects in accordance with the Order.

The Services are subject to inspection and evaluation by ASML. In any case where the Services (whether or not inspected or evaluated by ASML) do not comply with the requirements of the Order, ASML has the right to reject such Services. If ASML rejects the provision of one or more Services, ASML shall give notice of rejection to the Vendor specifying the reasons for the rejection. In that case the Vendor shall, within a reasonable time, provide Services which are in all respects in accordance with the Order.

If the Vendor fails to replace any rejected Goods and/or Services by Goods and/or Services which are in accordance with the Order within a reasonable time as specified by ASML, ASML has the right to purchase replacement goods and/or services from another source. Any money paid by ASML to the Vendor in respect of the rejected Goods and/or Services together with any additional expenditure over and above the Price reasonably incurred by ASML in obtaining replacement goods or services shall be paid by the Vendor to ASML within thirty (30) days after receipt of the relevant invoice.

7. OWNERSHIP, TITLE AND RISK

The title to and risk pertaining to the Goods passes to ASML on acceptance of the Goods by ASML on delivery of the Goods in accordance with the Order, without prejudice to any right of rejection which may accrue to ASML under these Conditions or otherwise.

The Vendor shall transfer to ASML the ownership of all items such as models, dies, molds, jigs, gauges, tools and drawings specifically acquired or manufactured by the Vendor for the execution of an Order immediately upon such items having been supplied to the Vendor or when the manufacture of such items has been completed by the Vendor.

All items including all material and components that have been transferred to the Vendor for the execution of an Order shall remain property of ASML. The Vendor shall store such materials and components separately and shall clearly mark these items as the property of ASML. ASML is at all times entitled to regain possession of such items. The Vendor shall not use such items on behalf of third parties nor will the Vendor allow third parties to use such items in connection with any purpose other than the execution of an Order. Upon receipt of any of the items referred to above, the Vendor shall check those for damage, defects and fitness for the purpose for which they have been supplied and report its findings to ASML. Any damages and defects not reported to ASML immediately after receipt of the item shall be for the Vendor's account.

8. INTELLECTUAL PROPERTY

If the Vendor manufactures Goods and/or provides Services pursuant to specific instructions of ASML, the Vendor shall transfer to ASML the ownership of all intellectual property rights related to such Goods, and Services or any other item (inventions, drawings, feasibility studies etc.) originated as a result of ASML ordering any Goods and/or Services. The Vendor shall co-operate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual property rights.

If pursuant to the Order any Goods which are protected by one or more intellectual property rights owned by ASML are provided by ASML to the Vendor, the Vendor shall be licensed to use these intellectual property rights for the execution of the concerned Order only and the Vendor shall not in any way by implication or otherwise claim any title to such intellectual property rights.

Unless expressly otherwise accepted in the Order by ASML, the Goods and their packaging shall not have any trademarks or other indications applied to them except those required by law and necessary for transportation of the Goods. The Vendor shall adhere to the instructions of ASML with respect to the dimensions, positioning and other aspects related to such trademarks.

The Vendor warrants that it has the right to assign to ASML all rights which are to be assigned under the Order.

9. LIABILITY AND INDEMNITIES

The Vendor is liable to ASML for any damage to or loss of ASML's property in the Vendor's possession.

The Vendor is liable to ASML for any damage to or loss incurred by ASML as a result of any third party claim, including loss of business or profits directly resulting from the purchase, provision, use or resale by ASML, its agents, employees, officers, subsidiaries, associated companies, assignees or customers of the whole or any part of the Goods.

The Vendor shall indemnify and hold harmless ASML, its agents, employees, officers, subsidiaries, associated companies and assigns against each loss, liability and cost arising from or consequential upon:

an alleged or actual infringement of a patent, registered design, copyright, trade mark or other right of property vested in another person, firm or company resulting from the purchase, provision, use or resale by ASML, its agents, employees, officers, subsidiaries, associated companies, assigns or customers of the whole or any part of the Goods or the Services;

any other third party claims resulting from the execution of the Order.

an act or omission in the performance of or in connection with the obligations undertaken by the Vendor pursuant to the Order, whether due to the negligence of the Vendor, its agents, employees or sub-contractors or their agents or employees, or otherwise, including, without limitation to the generality of the foregoing, any loss, liability or cost arising from an injury to a person or persons but excluding any loss, liability or cost arising directly from the negligence of ASML.

The Vendor has no obligation to indemnify ASML under Condition 9.3 if and to the extent that the relevant loss, liability or cost incurred was only incurred because the Vendor delivered the Goods or provided the Services strictly in accordance with the designs, plans or specifications supplied by ASML.

If a third party claims that the use by ASML of the Goods or any part thereof infringes any registered patent, design, copyright, trademark or other right of property, the Vendor shall make all reasonable efforts to ensure that ASML is entitled to use such Goods.

10. INSURANCE

The Vendor and any subcontractor engaged by the Vendor shall at all times insure and keep himself insured with a reputable insurance company against all insurable liability under the Order and in respect of the Goods and/or the Services including, without limitation, against all the Vendor's liabilities under Condition 9 (Liability and Indemnities). In the event of ASML sustaining damage as a result of an event insured by the Vendor, exclusively ASML shall be entitled to receive the insurance money for the total amount of the damage suffered. ASML is authorised to inform the insurer on the Vendor's behalf that payment must be made to ASML in order to be released from its payment obligation. If ASML considers such to be necessary, the Vendor shall conduct any additional act necessary to assign its right to the insurance money to ASML.

11. PACKAGING

The Vendor shall package and label the Goods in a manner suitable for transit and storage at the Vendor's expense in accordance with the Order. All packaging other than returnable packing shall become ASML's property unless ASML indicates otherwise, in which case the Vendor shall be obliged to dispose of the packaging at its own risk and expense. Consignments which do not meet the requirements of the Order may be refused by ASML.

12. PRICE

The Price shall include all royalties, license fees, taxes, excise, duties and costs, both direct and indirect, of supplying the Goods and/or Services except that where the Goods and/or Services are subject to Value Added Tax the amount legally due shall be specified as a separate item of account.

If the Order is placed on a "price to be agreed" basis, the Vendor shall obtain ASML's confirmation of the price to be paid before the Vendor invoices ASML for the Goods and/or Services.

13. TERMINATION

ASML may cancel the whole or part of the Order at no cost to ASML at any time by written notice to the Vendor:

if the Vendor fails to comply with any of the terms and conditions of the Order; or

if the Vendor passes a resolution for its winding up or a court of competent jurisdiction makes an order for the Vendor's winding up or dissolution or an administration order is made in relation to the Vendor or a receiver is appointed over or an encumbrancer takes possession of or sells an asset of the Vendor or the Vendor makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; or

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- 13.1.3 if the Vendor ceases to trade; or
13.1.4 if the Vendor is acquired by or merged with any third party.
13.2 for the purpose of sub clauses 13.1.1 up to and including 13.1.4 "the Vendor" shall include the Vendors subcontractors and suppliers.
13.3 If any of the events described in Condition 13.1-13.2 occurs or is about to occur, the Vendor shall notify ASML immediately.
13.4 If any of the events described in Condition 13.1-13.2 occurs, ASML may, at its discretion and in addition to any of its other rights, return at the Vendors risk and expense any Goods delivered which are no longer usable and claim a refund of the payments made for these Goods, or, after a written notification to the Vendor, complete the Order itself or engage a third party to do so.
- 14. WARRANTY**
14.1 The Vendor warrants and it is a condition of the Order that the design, construction and quality of the Goods will comply in all respects with any statutory rule or regulation which may be in force at the time of delivery and that the Goods will be fit and suitable for the purpose intended by the Vendor, of satisfactory quality and of good material and workmanship and free from defect.
14.2 The Vendor warrants that the provision of the Services will comply with any statutory rule or regulation which may be in force at the time the Services are provided.
14.3 The warranties and remedies provided for in this Condition and Condition 5 (Quality, Quantity and Description) are in addition to those implied by or available at law or in equity and will continue in force notwithstanding the acceptance by ASML of all or part of the Goods and/or the Services to which those warranties and remedies apply.
- 15. ASSIGNMENT AND SUB-CONTRACTING**
15.1 The Vendor may not assign or transfer or purport to assign or transfer a right or obligation under the Order without the prior written consent of ASML.
15.2 The Vendor may not subcontract the performance of the whole or any part of the Order without the prior written consent of ASML. Such consent shall not release the Vendor from any obligation or liability arising from an Order.
15.3 The Vendor shall impose these Conditions and the relevant part of the Order upon each third party engaged in the performance of the Order.
15.4 If a contract between the Vendor and a third party is terminated on the grounds identified in Condition 13.1, Vendors rights under such contract shall pass to ASML on ASML's specific written demand.
- 16. PAYMENT**
16.1 ASML shall pay only for the Goods and/or Services specified in the Order.
16.2 ASML may deduct from any monies due or becoming due to the Vendor any monies due from the Vendor to ASML.
16.3 If the Goods and/or Services have been accepted by ASML in accordance with the Order, ASML shall, unless otherwise shown in the Order, pay the invoiced amount within 60 days from receipt by ASML of a correct and complete invoice related to the Order. The Vendor shall ensure that the invoice relating to the Order is received by ASML within 7 working days from the date of delivery of the Goods and/or provision of the Services and shall state the Order number, and the address to which Goods were delivered and/or Services provided. Any invoice which bears a date which precedes the delivery date or is otherwise incorrect or incomplete shall not be paid.
- 17. USE OF DATA AND INFORMATION - CONFIDENTIALITY AND ADVERTISEMENT**
17.1 All data and information supplied by ASML shall be treated as confidential and shall not be disclosed to third parties or used other than to satisfy the requirements of the Order unless the information is or comes into the public domain otherwise than by breach of this Condition 17.1. Similarly, any items such as written materials or drawings supplied by ASML to the Vendor shall remain subject to ASML's intellectual property rights and shall not be copied or used for any purpose other than satisfying the requirements of the Order. The Vendor shall promptly return, when requested by ASML, all items supplied by ASML.
17.2 The Vendor shall not, without the prior written consent of ASML, advertise or publish in any way whatsoever the fact that the Vendor has contracted to supply the Goods and/or the Services to ASML.
- 18. DATA PROTECTION**
18.1 Unless agreed otherwise in writing, both ASML and the Vendor may Process Personal Data received from the other party in connection with the performance of the Services provided under the Order, thereby independently determining the purposes and means of the Processing and acting as Data Controller (which means the entity which alone or jointly with others determines the purposes and means of the Processing).
18.2 Both ASML and the Vendor shall act in compliance with applicable data protection laws when Processing Personal Data and when carrying out their obligations under the Order.
18.3 ASML reserves the right to enter into a data processing agreement if deemed necessary for the purposes of compliance with the applicable data protection law.
18.4 In this Condition 18:
18.5 Personal Data means any information relating to an identified or identifiable individual;
18.5.1 Processing means any operation that is performed on Personal Data, whether or not by automated means, such as collection, recording, storage, organisation, alteration, use, disclosure, transmission or deletion of Personal Data. Process and Processed are to be construed accordingly.
- 19. STATUTORY AND OTHER REGULATIONS**
19.1 The UN Convention on International Sale of Goods shall not apply to Goods and/or Services to be supplied by the Vendor to ASML.
19.2 The Vendor shall at all times comply with all legislation, orders, standards, regulations and by-laws relevant to the Goods and/or Services to be supplied by the Vendor to ASML. The Vendor shall indemnify ASML against any loss, liability and cost ASML may sustain if the Vendor fails to do so.
19.3 The Vendor shall obtain any permit or licence from any government or other authority required for the performance of the Order pursuant to these Conditions.
- 20. GENERAL**
20.1 These terms and conditions do not derogate from ASML's statutory and common law rights and are in addition to those rights, and not in substitution for them.
20.2 A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision.
20.3 A failure by ASML to exercise or a delay in exercising a right or remedy provided by these Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Conditions or by law by ASML prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 21. NOTICES**
All notices shall be given by e-mail and/or fax to the party due to receive such notice shown on the Order.
- 22. GOVERNING LAW AND JURISDICTION**
22.1 This Order is governed by Dutch law.
22.2 The competent courts of The Netherlands have exclusive jurisdiction to settle any dispute arising from or connected with the Order.

CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

Applicable to agreements entered into with ASML entities located in the United States

1. DEFINITIONS

In these Conditions:

"ASML" means ASML US, LLC and ASML Netherlands B.V. and any company these companies are controlled by or under common control with;
"the Goods" and "Services" means respectively the goods and the services or any of them described in the Order;
"the Order" means the order, including any written amendment thereto, for the delivery of Goods and/or the provision of Services as set out overleaf together with these Conditions;
"the Price" means the price of the Goods and/or Services as set out in the Order; and
"the Supplier" means the person, firm or company named as such in the Order as responsible for supplying the Goods and/or Services and includes the Supplier's legal representatives, successors and permitted assigns.

2. ACCEPTANCE OF ORDER

The Conditions of this Order become the exclusive binding agreement between the parties. The following constitutes acceptance of the Order by the Supplier on these Conditions: (a) execution and return by the Supplier of the acknowledgement copy of the Order, (b) the Supplier's failure to react to the Order within five (5) days after receipt thereof or (c) the execution or commencement of performance or the commencement of delivery pursuant to the Order. The acceptance of the Order is limited to and conditional upon acceptance by the Supplier of these Conditions. Additional or different terms proposed in the Supplier's acceptance of the Offer are hereby objected and rejected, and shall apply only if and insofar as these have been expressly accepted in writing by ASML. Acceptance of products or services delivered under this Order shall not constitute acceptance of ASML's terms and conditions. These Conditions shall also apply to any orders made by ASML online, over the Internet or by any other electronic means. ASML is not bound by the Order unless the Order has been placed on behalf of ASML by a duly authorised officer.

3. GOODS AND SERVICES

It is a condition of the Order that: (a) the Goods meet the specifications referred to in the Order as to quantity, quality and description and other information or instructions specified or made known to the Supplier and all applicable safety standards, and (b) the Services are provided in accordance with the terms of the Order and are executed with professional care, skill and diligence by properly qualified and experienced persons. Any forecast or other information it may provide will not bind ASML to the Supplier, and any expenditures and commitments by the Supplier in anticipation of ASML's requirements shall be at the Supplier's sole risk and expense. The Supplier shall be able to produce and supply to ASML the Goods ordered by ASML hereunder during a period of at least five (5) years after the last delivery of such Goods. If the Supplier submits any documents for approval by ASML, ASML's approval, however, shall not release the Supplier from any of its obligations under the Order.

4. DELIVERY OF GOODS / PROVISION OF SERVICES

TIME IS OF THE ESSENCE UNDER THE ORDER. The time and place of delivery of the Goods are as specified in the Order. If Goods are not delivered in accordance with the Order, ASML reserves the right, without liability, in addition to its other rights and remedies, to cancel the entire Order or that part of the Order not delivered. The Supplier shall be responsible for additional expenses to handle and deliver the Goods in an expedited manner or in a manner requested by ASML. Early execution of the Order or any part thereof as well as partial deliveries shall not be permitted unless approved in writing by ASML. The terms of delivery shall be interpreted in accordance with INCOTERMS 2010. The delivery condition "DAP" (Delivered at Place) shall apply on the delivery of the Goods unless otherwise agreed in writing by ASML. Supplier's obligation to deliver shall not have been met until the Goods and the documentation as required per the Order, including any certificates, maintenance instructions and manuals, have been delivered. Unless expressly accepted in the Order by ASML, the delivery of Goods and/or provision of Services shall be non-recurrent. If the Goods and/or Services are agreed to be delivered/provided in instalments then the Order is deemed not to be severable. The Supplier shall immediately notify ASML of any delay or potential delay in the execution of the Order, and state the events causing such delay. Upon ASML's request, ASML shall be given reasonable assistance and access to all relevant records of the Supplier related to the progress made or to be made in the execution of the Order.

5. RESCHEDULING, CHANGES AND CANCELLATIONS

ASML reserves the right at any time to suspend any delivery or deliveries or any acceptance of delivery covered by these Conditions without any charge and to the extent and for such period as considered necessary by ASML. In addition, ASML may make other changes (including in designs and specifications) with respect to the Order, in whole or in part, by notice to the Supplier.

ASML may terminate the Order in whole or in part. If ASML so cancels the Order at least thirty (30) days prior to the delivery date (the "Modification Date"), ASML will have no liability to Supplier with respect to the cancellation. If the Order is terminated after the Modification Date, the same will not constitute a default by ASML. ASML's sole liability with respect to the same will be: (a) for standard products, a restocking charge equal to two and a half percent of the purchase price for the good or service cancelled, and (b) for non standard product, ASML shall be responsible for the actual, reasonable and substantiated costs incurred for raw materials and work in process plus a reasonable profit on work completed on the terminated portion but no anticipatory profit or cover of fixed costs on the work terminated shall be allowed. No settlement agreed upon may exceed the total Orderprice as reduced by (1) the amount previously paid, and (2) the Order price of work not terminated.

ASML shall be liable only for payment if the Supplier strictly complies with the following:

- After receipt of a Notice of Termination, the Supplier shall comply with the instructions by ASML in the Notice of Termination and any subsequent written instructions.
- After termination, the Supplier shall submit a final termination settlement proposal within sixty days of the Notice of Termination. Such settlement proposal shall be in the form and with the certifications prescribed by ASML.
- If the Supplier fails to submit the termination settlement proposal within the time provided in paragraph (b) above, the determination of an equitable adjustment by ASML shall be conclusive.

6. ACCEPTANCE OF GOODS AND SERVICES

The Goods are subject to inspection and testing by ASML. In any case where the Goods (whether or not inspected or tested by ASML) do not comply with the requirements of the Order, ASML has the right to repair such Goods at the expense of the Supplier or to reject such Goods. When rejecting Goods, ASML shall give notice of rejection to the Supplier specifying the reasons for the rejection and shall return the rejected Goods to the Supplier at the Supplier's risk and expense. In that case the Supplier shall, without being granted an extension of the delivery period, replace the rejected Goods with Goods which are in all respects in accordance with the Order. The Services are subject to inspection and evaluation by ASML. In any case where the Services (whether or not inspected or evaluated by ASML) do not comply with the requirements of the Order, ASML has the right to reject such Services. If ASML rejects the provision of one or more Services, ASML shall give notice of rejection to the Supplier specifying the reasons for the rejection. In that case the Supplier shall, within a reasonable time, provide Services which are in all respects in accordance with the Order. If the Supplier fails to replace any rejected Goods and/or Services with Goods and/or Services which are in accordance with the Order within a reasonable time as specified by ASML, ASML has the right to purchase replacement goods and/or services from another source. Any money paid by ASML to the Supplier in respect of the rejected Goods and/or Services together with any additional expenditure over and above the price reasonably incurred by ASML in obtaining replacement goods or services shall be paid by the Supplier to ASML within thirty (30) days after receipt of the relevant invoice.

7. OWNERSHIP, TITLE AND RISK

The title to and risk pertaining to the Goods passes to ASML on acceptance of the Goods by ASML on delivery of the Goods in accordance with the Order, without prejudice to any right of rejection which may accrue to ASML under these Conditions or otherwise. The Supplier shall transfer to ASML the ownership of all items such as models, dies, moulds, jigs, gauges, tools and drawings specifically acquired or manufactured by the Supplier for the execution of an Order immediately upon such items having been supplied to the Supplier or when the manufacture of such items has been completed by the Supplier. All items including all material and components that have been transferred to the Supplier for the execution of an Order shall remain property of ASML. The Supplier shall store such materials and components separately and shall clearly mark these items as the property of ASML. ASML is at all times entitled to regain possession of such items. The Supplier shall not use such items on behalf of third parties nor will the Supplier allow third parties to use such items in connection with any purpose other than the execution of an Order. Upon receipt of any of the items referred to above, the Supplier shall check those for damage, defects and fitness for the purpose for which they have been supplied and report its findings to ASML. Any damages and defects not reported to ASML immediately after receipt of the item shall be for the Supplier's account.

8. INTELLECTUAL PROPERTY

If the Supplier manufactures Goods and/or provides Services pursuant to specific instructions of ASML, the Supplier shall hereby assign and transfer to ASML, as a work-for-hire, all rights, title and interest in and to any and all intellectual property rights related to such Goods and/or Services or any other item (software, inventions, drawings, designs, other copyrightable materials, feasibility studies, improvements, developments and discoveries etc.) (collectively, the "Ideas") made, conceived, reduced to practice, or originated as a result of ASML ordering any Goods and/or Services. The Ideas will be the sole property of ASML, and the Supplier shall co-operate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual property rights and to enable ASML to obtain, perfect, defend and enforce its rights in and to all such Ideas. If pursuant to the Order any Goods which are protected by one or more intellectual property rights owned by ASML are provided by ASML to the Supplier, the Supplier shall be licensed to use these intellectual property rights for the execution of the concerned Order only and the Supplier shall not in any way by implication or otherwise claim any title or other rights to such intellectual property rights.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL ASML BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ASML'S TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR THE SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. ASML EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

10. INDEMNITIES

The Supplier shall defend, indemnify and hold harmless ASML, its agents, employees, officers, subsidiaries, customers, associated companies and assigns from and against any and all claims, demands, damages, losses, liabilities and costs (including settlement costs and attorneys' fees) arising from or with respect to: (a) any violation or alleged violation of any laws, (b) any infringement or alleged infringement of a patent, registered design, copyright, trade mark or other proprietary or intellectual property rights, in connection with the Goods or the Services, (c) any actual or alleged loss, damage to or destruction of property and/or death, illness or injury to any person arising out of any defects or hazards, or the Supplier's performance of, or failure to perform, any of the Supplier's obligations, (d) any other third party claims resulting from the execution of the Order, (e) any damage to or loss of ASML's property in the Supplier's possession or (f) any act or omission in the performance of or in connection with the obligations undertaken by the Supplier pursuant to the Order. The foregoing obligation will apply regardless of whether the loss in question arises in part from any negligent act or omission of ASML, from strict liability of ASML, or otherwise.

The Supplier shall defend the claim utilizing counsel approved by ASML. ASML may participate in the defense without relieving the Supplier of its obligations, and the Supplier will at all times consult with and update ASML regarding any claims. The Supplier will not settle any claim without the written consent of ASML. In the event of an infringement claim, the Supplier, at its own expense, shall: (a) immediately obtain the right for ASML to continue to sell, use and distribute the Goods or the Services, or (b) modify the Goods or the Services so as to relieve the purported infringement while still complying with all the requirements of the Order.

11. INSURANCE

The Supplier and any subcontractor engaged by the Supplier shall at all times insure and keep himself insured with a reputable insurance company against all insurable liability under the Order and in respect of the Goods and/or the Services including, without limitation, against all the Supplier's liabilities under Condition 10 (Indemnities). Such insurance policy shall name ASML as an additional insured. In the event of ASML sustaining damage as a result of an event insured by the Supplier, ASML shall exclusively be entitled to receive the insurance money for the total amount of the damage suffered. ASML is authorised to inform the insurer on Supplier's behalf that payment must be made to ASML in order to be released from its payment obligation. If ASML considers such to be necessary, the Supplier shall conduct any additional act necessary to assign its right to the insurance money to ASML.

12. PACKAGING

The Supplier shall package and label the Goods in a manner suitable for transit and storage at the Supplier's expense in accordance with the Order. All packaging other than returnable packing shall become ASML's property unless ASML indicates otherwise, in which case the Supplier shall be obliged to dispose of the packaging at its own risk and expense. Consignments which do not meet the requirements of the Order may be refused by ASML.

13. PRICE

The Price shall include all royalties, license fees, taxes, excise, duties and costs, both direct and indirect, of supplying the Goods and/or Services except that where the Goods and/or Services are subject to Value Added Tax the amount legally due shall be specified as a separate item of account. If the Order is placed on a "price to be agreed" basis, the Supplier shall obtain ASML's confirmation of the price to be paid before the Supplier invoices ASML for the Goods and/or Services.

14. TERMINATION

Notwithstanding anything else to the contrary herein, ASML may terminate the whole or part of the Order at no liability or obligation to the Supplier at any time by written notice to the Supplier if the Supplier: (a) fails to comply with any of the terms and conditions of the Order, (b) passes a resolution for its winding up or a court of competent jurisdiction makes an order for the Supplier's winding up or dissolution or an administration order is made in relation to the Supplier or a receiver is appointed over or an encumbrancer takes possession of or sells an asset of the Supplier or the Supplier makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally or (c) is acquired by or merged with any third party.

For the purpose of sub clauses (a) up to and including (c), "the Supplier" shall include the Suppliers, subcontractors and suppliers. If any of the events described in sub clauses (a) up to and including (c) occurs or is about to occur, the Supplier shall notify ASML immediately. If any of these events occur, ASML may, at its discretion and in addition to any of its other rights, return at the Supplier's risk and expense any Goods delivered which are no longer usable and claim a refund of the payments made for these Goods, or, after a written notification to the Supplier, complete the Order itself or engage a third party to do so.

CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

Applicable to agreements entered into with ASML entities located in the United States

- 14.2 The rights or remedies of ASML hereunder are not exclusive, and ASML shall be entitled alternatively or cumulatively, subject to the other provisions of this Order, to damages for breach, to an order requiring specific performance or to any other remedy available at law or in equity. Termination of the Order will not affect the rights and obligations that are intended by the parties to survive the termination.
15. **GOVERNMENT CONTRACTS**
If the Goods and/or the Services are to be used by ASML in the performance of a government contract or subcontract, those clauses of the applicable governmental procurement regulations that are required by federal law to be included in government contracts or subcontracts will be deemed to apply to this Order and will be incorporated by reference.
16. **WARRANTY**
16.1 The Supplier represents, warrants, and covenants that: (a) the Goods and Services shall be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of any liens, claims, encumbrances and other restrictions; (b) the Goods and Services shall conform to specifications and other requirements; (c) the Goods and Services shall be merchantable, fit for a particular purpose and sufficient for the use intended by ASML; (d) the Goods and Services shall comply in all respects with any statutes, laws, rules or regulations and (e) the purchase, sale, use, and license of the Goods and Services shall in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance and payment by ASML. ASML's approval of the Supplier's material or design shall not relieve the Supplier of the warranties set forth herein. The Supplier's warranty shall be effective for a period of two (2) years from the date of ASML's final acceptance of the Goods or Services. This warranty shall run to ASML's customers and users of its products. The warranty period shall be extended by the time the Goods cannot be used due to a defect covered by this warranty.
- 16.2 If any Good or Service does not conform to the foregoing warranty or the other requirements of this Order (the "non-complying Product"), ASML may, at its sole discretion, (i) require the Supplier to deliver a replacement or repair the Good or provide a conforming Service to ASML no later than ten (10) days after ASML's notice of non-compliance, (ii) repair or replace the non-complying Product and recover from the Supplier ASML's reasonable expenses of same or (iii) return such non-complying Product, at the Supplier's expense to the Supplier, and recover from the Supplier the price thereof. The foregoing remedies are in addition to all other remedies at law or in equity or under this Order, for damages or otherwise, and shall not be deemed to be exclusive.
17. **ASSIGNMENT AND SUB-CONTRACTING**
The Supplier may not assign or transfer or purport to assign or transfer a right or obligation under the Order without the prior written consent of ASML. The Supplier may not subcontract the performance of the whole or any part of the Order without the prior written consent of ASML. Such consent shall not release the Supplier from any obligation or liability arising from an Order. The Supplier shall impose these Conditions and the relevant part of the Order upon each third party engaged in the performance of the Order. If a contract between the Supplier and a third party is terminated on the grounds identified in Condition 14.1, the Supplier's rights under such contract shall pass to ASML on ASML's specific written demand.
18. **PAYMENT**
ASML shall pay only for the Goods and/or Services specified in the Order. ASML may deduct any monies due or becoming due to the Supplier, or any monies due from the Supplier to ASML. If the Goods and/or Services have been accepted by ASML in accordance with the Order, ASML shall, unless otherwise shown on the Order, pay the invoiced amount within 60 days from the end of the month during which the invoice relating to the Order is received by ASML. The Supplier shall ensure that the invoice relating to the Order is received by ASML within seven (7) working days from the date of delivery of the Goods and/or provision of the Services and shall state the Order number, and the address to which Goods were delivered and/or Services provided. Any invoice which bears a date which precedes the delivery date or is otherwise incorrect or incomplete shall not be paid.
19. **USE OF DATA AND INFORMATION, CONFIDENTIALITY AND ADVERTISEMENT**
The existence and terms of the Order, any data, specification, drawing, technology or other information or material that are provided by or paid for by ASML with respect to this Order or that is related to the business, technology, prospects, financial condition or concerns other proprietary or confidential information of ASML which the Supplier may obtain from ASML or otherwise discover, or all Supplier information derived from or incorporating any of the foregoing, shall be maintained by the Supplier as confidential using the same degree of care that the Supplier uses to protect its own confidential information (but not less than reasonable care) and shall not be disclosed to third parties or used or copied other than to satisfy the requirements of the Order. The Supplier shall promptly return, when requested by ASML, all foregoing items. The Supplier shall not, without the prior written consent of ASML, advertise or publish in any way whatsoever the fact that the Supplier has contracted to supply the Goods and/or Services to ASML.
20. **APPLICABLE LAWS**
The Supplier shall at all times comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations, including any export control laws and regulations (collectively, the "laws"), relevant or applicable to the Goods and/or Services to be supplied by the Supplier to ASML. While the Supplier is on ASML's premises, the Supplier shall comply with ASML's site policies, procedures and programs relevant to the Supplier's provision of goods and/or services.
21. **GENERAL**
These Conditions do not derogate from ASML's statutory and common law rights and are in addition to those rights, and not in substitution for them. A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision. A failure by ASML to exercise or a delay in exercising a right or remedy provided by these Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Conditions or by law by ASML prevents further exercise of the right or remedy or the exercise of another right or remedy. The Supplier and ASML are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of the Order that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Order with respect to such party or circumstances without invalidating the remainder of this Order or the application of such provision to other persons or circumstances.
22. **GOVERNING LAW AND JURISDICTION**
This Order is governed by and construed in accordance with the laws of the State of Arizona, USA, including the Arizona Uniform Commercial Code. To the extent this Order involves the performance of services, such services shall be deemed to be "goods" within the meaning of the Arizona Uniform Commercial Code. The provisions of the UN Convention on International Sale of Goods shall be excluded without regard to principles of conflicts of law. ASML and the Supplier irrevocably consent to the exclusive jurisdiction of the courts of the State of Arizona and the federal courts situated in the State of Arizona, in connection with any action brought by either party to enforce the provisions of this Order, to recover damage or other relief for breach or default under this Order, or otherwise arising under or by reason of this Order. The Order constitutes the entire integrated agreement between the Supplier and ASML for the Goods and/or Services purchased hereunder and supersedes all prior written or oral understandings or agreements relating to the same. In the event of conflict between these Conditions and the terms on the face hereof, the terms on the face hereof shall govern. No modification of this Order will be binding on ASML unless set forth in an agreement specifically referencing this Order and signed by an authorized agent of ASML.