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

2. ACCEPTANCE OF ORDER

2.1 The Order of the Vendor constitutes an offer which is subject to acceptance by ASML within 5 days after receipt of the Order or the execution of the Order. No 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.

2.2 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 correcting the Services.

2.3 In the event of delivery of the Goods and/or Services, the delivery of Goods and/or the provision of Services shall be non-recurrent. If the Goods and/or Services are agreed to be delivered/purchased in instalments then the Order is deemed not to be severable.

3. AUTHORIZATION

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

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

4.1 The delivery of the Goods are as specified in the Order. If the Goods are not delivered in accordance with the Order, ASML is not liable for any additional expense the Vendor incurs in correcting the delivery. The Vendor shall store such items until delivery to ASML, unless ASML shall have requested the Vendor to deliver such items to ASML at the time of delivery, the Vendor shall deliver such items to ASML. The Goods shall be delivered to the Place of Delivery in accordance with the instructions of ASML. If the Vendor fails to deliver the Goods within the agreed time period, 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 shall be paid by the Vendor to ASML within 30 days of receipt of any such notice.

5. QUALITY, QUANTITY AND DESCRIPTION

5.1 ASML may inspect the Goods on delivery to ASML and ASML reserves the right at any time to demand that the Goods be re-delivered or rejected, which may be rejected, at ASML's option.

5.2 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. Aforementioned period shall be extended by the period during which the Goods could not be used because they were incomplete, damaged, or not accepted.

6. ACCEPTANCE OF GOODS AND SERVICES

6.1 The Goods shall be sent to the Vendor at the Vendor’s risk and expense. All conditions and warranties not in conflict with these Conditions, including those stated on the Vendor's quotation or acceptance of Order or correspondence inconsistent with these Conditions.

6.2 the Goods shall be sent to ASML at the Vendor’s risk and expense. All conditions and warranties not in conflict with these Conditions, including those stated on the Vendor's quotation or acceptance of Order or correspondence inconsistent with these Conditions.

6.3 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 use of the Goods. It is a condition of the Order that the Vendor 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.

7. OWNERSHIP AND TITLE

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

7.2 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.

7.3 All items including material and components that have been transferred by the Vendor to ASML in accordance with the terms of the Order and are executed with professional care, skill and diligence by properly qualified and experienced persons.

7.4 The Vendor shall be able to produce and to supply the Goods ordered by ASML hereunder during a period of at least 5 years after the last delivery of such product or the latest end of the period for which the Goods are ordered. ASML is at all times entitled to regain possession of such items.

7.5 If the Vendor fails to repair or replace and to supply the Goods, ASML has the right to inspect and inspect that the Goods are in accordance with the Order. 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.

7.6 The Vendor shall ensure that the Goods are free from any rights or interests in the Goods or services that are inconsistent with the obligations undertaken by the Vendor pursuant to the Order, whereas the Goods or services are not used by the Vendor itself or by any third parties to whom the Goods or services are supplied.

7.7 Unless expressly otherwise accepted in the Order by ASML, the Goods and the services 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 use of the Goods.

8. LIABILITIES AND INDEMNITIES

8.1 The Vendor shall be liable for any damage to or loss of ASML in the event of an accident involving the Goods.

8.2 ASML shall be liable 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, production, use or resale by ASML, its agents, employees, officers, sub-contractors, subsidiaries, associated companies and assigns of the whole or any part of the Goods.

9. INSURANCE

9.1 The Vendor shall take all reasonable steps to ensure that ASML is entitled to use such Goods.

9.2 The Vendor shall indemnify and hold harmless ASML, its agents, employees, officers, sub-contractors, subsidiaries, associated companies and assigns against any losses, liability and cost arising from or attributable to any breach of these Conditions by the Vendor.

9.3 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.

9.4 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 Goods which were defective.

10. TERMINATION

10.1 If the Vendor fails to repair or replace Goods due to non-conformity with the Order, the Vendor shall immediately notify ASML of the defect and return the Goods at its own expense and risk. Upon receipt of such notice, ASML may (a) require the Vendor to immediately repair or replace the Goods at its own expense and risk, (b) reject the Goods, (c) terminate the Order and (d) seek such other remedies as may be available to ASML under these Conditions.

10.2 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 conditions prescribed by ASML.

10.3 The Vendor undertakes to receive a reasonable payment for work completed on the terminated contract portion by way of a reasonable profit or cover of fixed costs or the work terminated shall be allowed. No settlement agreed upon may exceed the total Order price as reduced by: (1) the previously paid and (2) the Order price of work not terminated, plus (3) (b) above.

11. USE AND RESALE

11.1 The Vendor may not assign or transfer the whole or any part of the Order.
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 13.1.1-13.2 occurs or is about to occur, the Vendor shall notify ASML immediately.
13.4 If any of the events described in Condition 13.1.1-13.2 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 provisions 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 part 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. The Vendor shall ensure that, in performing that Processing as Data Processor (which means the entity which alone or jointly with others determines the purposes and means of the Processing)
18.2 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;
18.6 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 This Order is governed by Dutch law.
20.3 The competent courts of The Netherlands have exclusive jurisdiction to settle any dispute arising from or connected with the Order.

GTC 202005 2
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;

"Supplier" means a company as described in clause 10.1 below;

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

"the Supplier" means the person, firm or company as such as designated by ASML as responsible for supplying the Goods and/or Services and includes the Supplier's legal representatives, agents and permitted assignees.

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) express written acceptance of the Order by the Supplier; (b) the Supplier's delivery of goods, or the performance of services, in accordance with the Order; and (c) acceptance of the Order for the performance of goods, or the performance of services, in accordance with the Order. The Supplier's performance of obligations under the Order, including the incorporation of work by the Supplier in performance of any obligations under the Order, shall constitute acceptance of the Order for the performance of any obligations under the Order.

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, description and other information or instructions specified or reasonably required by ASML in the Order and with all necessary certification[s] in accordance with the specifications and that the Goods have been supplied with reasonable care and skill and diligence by properly qualified and experienced persons. Any forecast or other information it may provide will not bind ASML, and any expenditures and commitments by ASML for the order will not constitute acceptance of the Goods. The Supplier shall not release the Goods to ASML until ASML accepts them. The inability of the Supplier to make deliveries shall not release the Supplier from any of its obligations under the Order. The terms of delivery shall be in accordance with INCOTERMS 2010. The delivery obligation "FOB" shall only apply to delivery points as agreed in writing by ASML. The Supplier's obligations to provide the Goods and Services and to comply with the documentation as required by the Order, including any certificates, maintenance instructions and manuals, have been delivered. Unless expressly accepted in the Order by ASML, the delivery obligation shall be deemed to be delivered if the Goods and/or Services are made available to the Supplier's sole risk and expense. If the Goods are not delivered to ASML by the date specified in the Order, the Supplier will be liable for any additional costs of storage which may be incurred by ASML. If the Goods are not deliverable, the Supplier shall be liable for any further actions required to be taken by ASML to avoid or mitigate any such losses.

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 the Goods are not delivered in accordance with the Order, ASML may accept replacement goods or accept the Goods at a reduced price but may, at its option, reject the Goods and order replacement goods from another source. Any such replacement goods will be paid for by the Supplier at the price paid by ASML for the Goods replaced. 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, the Supplier shall give reasonable assistance and access to all relevant records of the Supplier related to the made to be executed in the execution of the Order.

5. INSPECTION, ACCEPTANCE AND REJECTION OF GOODS

5.1 ASML reserves the right at any time to inspect or test the Goods or services in respect of which the Order is made and to reject either the Goods or services or any part thereof and to require remedial action and any such rejected Goods or services and all remedial work shall be at the cost of the Supplier. Remedies for defects in the Goods or Services shall be limited to rework, repair or replacement of the Goods or services. 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 it determines appropriate. ASML shall have the right to cancel the Order at any time if the Supplier has not supplied the Goods or performed Services as required under the Order. ASML shall have the right to cancel the Order if the Supplier fails to replace any rejected Goods and/or Services with Goods and/or Services which are in all respects in accordance with these Conditions. If the Supplier fails to replace any rejected Goods and/or Services with Goods and/or Services which are in all respects in accordance with these Conditions, the Supplier shall pay to ASML the price of the Goods or Services which was cancelled. If the Supplier does not provide replacement goods or services which are in all respects in accordance with the Order and ASML has accepted the replacement goods or services, the Supplier shall be liable for any additional costs or expenses incurred by ASML in connection with the rejected Goods or Services.

6. PRICE

6.1 For the purpose of the Order, ASML specifies the price. Any application to a court of competent jurisdiction for protection from its creditors generally or (c) is acquired by or merged with any third party.

7. OWNERSHIP, TITLE AND RISK

7.1 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 ASML to reject any or all of the Goods in the event that the Goods do not comply with the terms of the Order. Under that Order, the Supplier shall be liable for any costs and damages, demands, losses, and liabilities (including settlement costs, to the extent arising from or with respect to any violation of all prohibition violation of all prohibitions).

8. INDEMNITIES

8.1 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, and liabilities (including settlement costs, to the extent arising from or with respect to any violation of all prohibition violation of all prohibitions), (a) 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 damage to or destruction of any property or (d) 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.

9. INSURANCE

9.1 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.

10. 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 SUCH CLAIM. ASML EXPRESSLY DISCLAIMS, AND SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR LOST CONSIDERATION OR ANY DAMAGES IN CONNECTION WITH ANY INDEMNITY OR COMPELLED OMISSION OR DAMAGES OR ANY ACTS OR OMISSIONS OF THE SUPPLIER, REGARDLESS OF THE CAUSE OR CAUSATION OR THE LEGAL THEORY UNDER WHICH SUCH DAMAGES MAY BE ASSERTED OR OF THE LAW APPLICABLE TO THE SUPPLIER'S OBLIGATIONS OR TO THE SUPPLIER'S RELATIONS WITH THE PERSONS, FIRMS, PARTNERSHIPS, COMPANIES OR CORPORATIONS TO WHICH SUCH DAMAGES MAY BE ASSERTED.

11. TERMINATION

11.1 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. 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 proceeds. The insurer of the Supplier shall be required to provide an additional insured endorsement to ASML as an additional insured. ASML shall be entitled to accept any goods or services from the Supplier which are in all respects in accordance with 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 proceeds.

12. PACKAGING

12.1 The terms and conditions of the order shall govern the packaging of the Goods. The Supplier shall deliver the Goods to ASML in the manner specified in the Order.

13. PRICE

13.1 The price shall include all royalties, license fees, taxes, duties, 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 provide a formal indication of the price to be paid before the Supplier invoices ASML for the Goods and/or Services.
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, or 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 life termination.

15. GOVERNMENT CONTRACTS

If the Goods and/or Services are to be used 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 or attributed to ASML, shall be treated as confidential 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 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 singular or plural right or remedy provided by these Conditions or by law is intended to or shall constitute a waiver of any other 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. If 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. EXCLUSION OF LIABILITY 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 Uniform Commercial Code for the 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 damages or other relief for breach or default under this Order, or arising under or by reason of this Order. The Order constitutes the entire integrated agreement between the Supplier and ASML for the Goods and 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.