

General Service Terms and Conditions – Repair services, equipment maintenance and supply of spare parts Pfeiffer Vacuum SAS

I. General and Coming into Force of Contract

1.1. Preamble

Pfeiffer Vacuum SAS (hereinafter "Pfeiffer Vacuum") sells parts, makes repairs and maintenance operations (hereinafter the "Services"), for the customer requesting it (hereinafter "Customer"). Hereinafter individually referred to as a "Party" or collectively referred to as the "Parties".

These general service terms and conditions (hereinafter the "T&C") form the only basis of the commercial negotiation and are of essence in the contract. Under no circumstances shall any contradictory conditions of purchase of Customer become a part of said contract – and neither by acceptance of an order – even if not expressly refused.

Any collateral agreements or modifications to the contract shall require written confirmation by Pfeiffer Vacuum.

1.2. Coming into Force of Contract

The T&C, together with the below listed documents, define the rights and obligations applicable to Pfeiffer Vacuum and the Customer, hereinafter the "Contract".

The Contract is formed by the following contractual documents, presented in decreasing order of priority:

- (1) The T&C;
- (2) The emission of a written confirmation, an acknowledgement of receipt or an order acceptance by Pfeiffer Vacuum;
- (3) The reception by Pfeiffer Vacuum of a quote or an offer issued by Pfeiffer Vacuum and sent back by the Customer within the due time, without any modifications, and signed or with the comment "Valid for agreement".

II. Obligations of the Parties

II.1. Obligations of Pfeiffer Vacuum

Pfeiffer Vacuum shall provide replacement parts for the repair under the Contract (hereinafter the "Parts") and/or Services in accordance with the terms of the Contract, in a competent and diligent manner, in compliance with the applicable technical standards in force at the date of the Contract, and in compliance with any other standards which are expressly and unequivocally agreed between the Parties. Any new standard imposed on Pfeiffer Vacuum during the term of the Contract may be subject to adjustment of price, time or any other relevant condition. The Customer alone shall bear any additional costs that may be required as a result of such new standard.

Pfeiffer Vacuum warrants that the Parts and Services do not infringe any patent, copyright, know-how or other proprietary rights of any third party under the Contract. Pfeiffer Vacuum shall not be liable however for any such infringement if it results from the use of the Service and Parts in combination with equipment not supplied by Pfeiffer Vacuum, or in a country not agreed upon, or according to instructions, designs, or specifications issued by the Customer.

II.2. Obligations of the Customer

II.2.1. Declaration of contamination

In order to comply with the applicable regulations regarding the treatment, recycling and end of life of waste electrical and electronic equipment (WEEE), the Customer shall submit to Pfeiffer Vacuum a completed, legible, unabridged and signed declaration of contamination (Annex 1) prior to any Service on products or equipment to be repaired or serviced (hereinafter "the Products") at Pfeiffer Vacuum's designated site.

No Service will be performed by Pfeiffer Vacuum without obtaining the completed and signed declaration of contamination. In the event of delay of more than thirty (30) days, Pfeiffer Vacuum reserves the right to unilaterally terminate the contract. Pfeiffer Vacuum shall not be liable for any delay resulting from an absence or delay in submitting a declaration of contamination or from the submission of an incomplete or erroneous declaration of contamination. Customer shall bear alone any additional costs that may be incurred as a result of such delay.

II.2.2. General obligations

A written agreement between the Customer and Pfeiffer Vacuum is required in order to determine an appointment for any repair or maintenance work at a Customer's site (hereinafter "Site").

Only a written agreement between Pfeiffer Vacuum and the Customer, specifying the reception of the Products to be diagnosed, maintained or repaired, shall be deemed to be acceptance by Pfeiffer Vacuum. The mere receipt of the Product at its site shall not be construed as acceptance by Pfeiffer Vacuum. Any costs incurred as a result of Pfeiffer Vacuum storing Products received without prior acceptance shall be borne by the customer.

The Customer shall provide Pfeiffer Vacuum with all information, recommendations and specifications relevant to the performance of the Contract, such as - but not limited to - clear and reliable specifications of the Customer's Products, the operating and environmental conditions of the Customer's Products, the particularities of the place of operation, etc., within a reasonable time frame in relation to the performance conditions agreed upon between the Parties.

The Customer shall provide all resources, access and equipment necessary for the execution of the Contract at the Customer's site.

The Customer shall inform Pfeiffer Vacuum in writing as soon as possible if specific standards and qualifications other than those contractually agreed upon are required.

The Customer shall be responsible for the supply, costs, delivery, installation, quality of materials not supplied by Pfeiffer Vacuum.

In case the Services are performed on Products not supplied by Pfeiffer Vacuum, the Customer shall inform Pfeiffer Vacuum of the existence of any intellectual property rights relating to such Products. Customer shall promptly notify Pfeiffer Vacuum in writing of any dispute or claim by a third party, and shall arrange for the replacement of the disputed Products. Customer shall hold Pfeiffer Vacuum harmless against any third party claims regarding intellectual property relating to such Products.

Customer shall obtain all permits, authorizations, licenses, documents and certificates necessary for the importation and delivery of the Parts and/or performance of the Services.

Pfeiffer Vacuum shall not be liable for any loss suffered by the Customer as a result of failure to comply with the above obligations.

III. Decontamination, diagnostic, offer, services

III.1. In order to comply with the applicable regulations regarding the treatment, recycling and end of life of waste electrical and electronic equipment (WEEE), for all Products subject to Services, Pfeiffer Vacuum must first obtain a declaration of contamination (Annex 1) and carry out cleaning, decontamination and recycling operations if necessary.

III.2. Customer shall be invoiced for any and all work performed by Pfeiffer Vacuum including cleaning, decontamination, troubleshooting time and offer preparation, as well as for any and all further documented expenses should the repair/maintenance be unable to be performed for reasons beyond the control of Pfeiffer Vacuum, in particular because:

- the fault indicated by Customer did not occur during the course of the inspection;
- replacement parts were unable to be procured;
- Products are obsolete, repair is not possible or its cost is too high compared to the cost of a new product;
- Customer didn't accept the offer sent by Pfeiffer Vacuum for the Services
- Customer decides to dispose of the Product, or to destroy it or have it destroyed.

Likewise, any Product sent to Pfeiffer Vacuum without its prior agreement will automatically result in the invoicing of cleaning and decontamination costs.

The item to be repaired/maintained shall only be restored to its original condition at Customer's express wish and against reimbursement of costs, unless the performed work shall not have been necessary.

III.3. Should repair/maintenance have been unable to be performed, Pfeiffer Vacuum shall not be liable for damage to the item to be repaired/maintained, for any breaches of subsidiary contractual obligations or for damages not incurred by the item to be repaired/maintained, itself, regardless of the legal grounds that may be asserted by Customer. Said exclusion of liability shall not apply in the case of gross negligence on the part of the owner or executives of Pfeiffer Vacuum or in the event of culpable infringement of major contractual obligations.

III.4. In case the good concerned by the service cannot be repaired or if the Customer refuses to have it repaired, Pfeiffer Vacuum may, with the written consent of the Customer, carry out the disposal, which includes disassembly, cleaning, recycling and destruction. This service will be charged to the customer.

If the customer does not wish to entrust Pfeiffer Vacuum with the disposal of the goods, the goods shall be returned to the customer at the customer's sole expense.

IV. Indicated Costs and Cost Estimate

Cost of Services is indicated in a commercial offer including an estimate of the Services, unless otherwise stipulated in the particular conditions of the offer. The Parties shall otherwise be entitled to set cost ceilings.

Should it not be possible for the repair/maintenance to be performed at said costs or should Pfeiffer Vacuum deem additional work to be necessary during the course of performance of said repair/maintenance, Customer's approval shall be obtained should the indicated costs be exceeded by more than 15%.

V. Prices and Payment

V.1. Pfeiffer Vacuum shall be entitled to demand full payment for the Service or a reasonable advance payment, the amount of which will be specified in the offer, at the time the contract is entered into. The deposit paid by the Customer will be considered as definitively acquired and will not be refunded under any circumstances.

V.2. The invoicing of the Services will show the Customer's order number or the designation of the offer chosen by the Customer or the details of the Services including the related costs.

V.3. Unless otherwise agreed in writing, prices are indicated in Euros, exclusive of taxes, customs duties or any other applicable taxes or duties, which shall be borne by the Customer and payable in Euros. All applicable taxes shall be shown as an additional charge at the rate in effect at the date of invoice. Any fees, taxes paid by Pfeiffer Vacuum, which should have been paid by the Customer, shall be refunded by the Customer to Pfeiffer Vacuum within thirty (30) days of Pfeiffer Vacuum's request.

V.4. If the time for performance of the Services is delayed at the request of the Customer or by the Customer, resulting in an increase in the cost of performance of the Services for Pfeiffer Vacuum, Pfeiffer Vacuum shall be entitled to pass on such increase in costs to the Customer (in particular, in case of an increase in the cost of parts or labor).

V.5. Any request by Pfeiffer Vacuum to change the invoice or any dispute by the Customer shall be requested in writing within thirty (30) days from the date of the invoice.

V.6. In the absence of any express stipulation to the contrary in the offer submitted by Pfeiffer Vacuum and accepted by the Customer, payment shall be made by bank transfer within thirty (30) calendar days from the date of issue of the invoice. No discount shall be granted for cash payment.

V.7. Customer shall not be entitled to withhold payments or to set them off against any of its counterclaims that have been disputed by Pfeiffer Vacuum.

V.8. In the event of late payment by the Customer, the latter shall rightfully owe, without the need for a reminder, to Pfeiffer Vacuum:

- a fixed compensation of 40 euros per invoice for collection costs (French law n°2012-387 of March 22, 2012);
- late payment penalties equal to the rate applied by the European Central Bank (ECB) to its most recent financing operation plus ten percentage points. The reference rate is that applicable as of January 1 for the first half of a calendar year and as of July 1 for the second half of a calendar year (Article 441-10 of the French Commercial Code).

V.9. In the event of non-payment exceeding thirty (30) days, Pfeiffer Vacuum reserves the right to suspend its activities until full payment of the amounts due or to terminate the Contract.

VI. Customer's Obligations and Technical Assistance for Services operated on Site

VI.1. Customer shall provide any assistance needed for the execution of the Services by Pfeiffer Vacuum's personnel on Site.

VI.2. Le Client s'engage à fournir et maintenir un accès au Site pour effectuer les Services, présentant des conditions de santé et de sécurité suffisantes et conformes aux réglementations applicables.

VI.3. Customer shall be obligated to provide technical assistance, within a reasonable period of time not slowing down the performance of the Service, at its expense, in particular in connection with:

- Provision of any and all required, suitable helpers in the quantity and for the duration required for effecting the Services; said helpers shall comply with the instructions of the repair/maintenance leader. Pfeiffer Vacuum shall not assume any liability for said helpers. Should said helpers cause a defect or deficiency under the instructions of the repair/maintenance leader, the provisions set forth in Points XII and XIII shall apply appropriately;
- Provision of heat, illumination, operating power and water, carts, tools, energy, offices as well as any and all required connections within a reasonable period of time not slowing down the performance of the Service;
- Provision of any and all required dry and lockable rooms for storage of the tools of the repair/maintenance personnel;
- Protection of the place of Service and the materials used against harmful influences of all types, as well as cleaning of the place of Service;
- Provision of suitable, theft-proof break and work rooms (including heat, illumination, washing facilities, sanitary facilities) and first aid for Pfeiffer Vacuum personnel;
- Provision of materials and undertaking of any and all other actions required for regulating the item subject to the Service and for performance of any contractually required trials.

VI.4. The customer shall take all necessary measures to protect persons and property at the place of work. Customer shall inform Pfeiffer Vacuum in writing of all specific safety precautions that may concern Pfeiffer Vacuum's personnel, and shall transcribe in an up-to-date document in French all safety and chemical risks present at the Site so that Pfeiffer Vacuum's staff can carry out a risk assessment as defined in Articles R. 4412-1 and following of the French Labor Code. Customer shall inform Pfeiffer Vacuum of any violation of these safety rules by Pfeiffer Vacuum personnel during the work. In the event of a serious violation, Customer may, in agreement with the person in charge of the work, be authorized to deny access to the person responsible for the violation. In the event of any deficiencies at the Site, including but not limited to health and safety deficiencies, Pfeiffer Vacuum shall be entitled to suspend the performance of the Contract without notice and without liability until all health and safety conditions are restored.

VI.5. The technical assistance provided by Customer shall assure that the Services will be able to be commenced immediately upon arrival of Pfeiffer Vacuum's personnel and performed without delay and without discontinuing until acceptance by Customer. Should any special plans or instructions to Pfeiffer Vacuum be required, Customer shall provide said items to Pfeiffer Vacuum sufficiently in advance, no later than 48 hours prior to the intervention.

VI.6. Should Customer fail to satisfy its obligations, Pfeiffer Vacuum shall be entitled, however not obligated, to perform in Customer's stead and at Customer's expense the actions for which Customer is responsible after having first stipulated a term for compliance of fifteen (15) days. Pfeiffer Vacuum's statutory rights and requirements shall otherwise remain unaffected thereby.

VII. Shipping and Insurance in Connection with Services performed at Pfeiffer Vacuum's Factory

VII.1. Initial shipment of the goods subject to the Services requested by Customer shall be at Customer's expense - including all loading and unloading operations.

VII.2. Customer shall bear the risks of transportation.

VII.3. At the request of Customer, insurance coverage against insurable transport perils, such as theft, breakage, fire, etc., shall be taken out at Customer's expense for shipment to and, if applicable, return from the Pfeiffer Vacuum factory.

Unless otherwise agreed in writing, the return of the goods which are subject of the Services requested by the Customer shall be arranged by Pfeiffer Vacuum and shall be charged to the Customer in accordance with the quote or offer issued.

VII.4. There shall be no insurance coverage in force during the period of the Services at the Pfeiffer Vacuum factory. Customer shall maintain its existing insurance coverage for the item which are subject of the Services, e.g. against fire, pipe water damage, windstorm and mechanical breakage. Insurance coverage for these perils shall be obtained from Pfeiffer Vacuum only at Customer's express request and expense.

VII.5. Should Customer delay hand-over, Pfeiffer Vacuum shall be entitled to charge storage costs for storage at the Pfeiffer Vacuum factory. The item subject of the Services shall also be able to be stored elsewhere, as Pfeiffer Vacuum may deem fit. The costs and risk of storage shall be borne by Customer.

VIII. Service Terms

VIII.1. All elements of price relating to Services shall be based upon estimates and shall therefore not be definitive, unless otherwise stipulated in the specific conditions of the offer.

VIII.2. Customer shall not be entitled to demand a binding Service offer, which shall be indicated in writing as being binding, until the scope of the work shall have been able to be precisely ascertained.

VIII.3. Said binding Service offer shall be deemed to have been satisfied if the item to be repaired/maintained is ready to be handed over to Customer, or at the time a contractually stipulated trial is ready to be performed.

VIII.4. In the event of subsequently placed additional or extension orders, or in the event of any necessary additional repair/maintenance work, the agreed term shall be extended accordingly.

PFEIFFER  **VACUUM**

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VIII.5. Should said Services be delayed in connection with exceptional and/or unforeseeable events, with climatic or other events affecting transport or energy supply, with labor disputes, in particular strikes or lock-outs, or as a result of circumstances beyond the control of Pfeiffer Vacuum, said Service term shall be appropriately extended if said hindrances are documented to have a significant influence upon completion of the Service. The same shall also apply if said circumstances occur during the course of an existing delay.

IX. Acceptance

Specific testing and acceptance procedures may be defined in the offer. In the absence of specific provisions in the offer, acceptance of the Services shall be deemed to have taken place upon signature by the Customer of the service report or upon simple handing over of the service report if no observations are made within 2 days, whichever comes first.

In the event of any defect, damage or non-conformity, Customer shall immediately notify Pfeiffer Vacuum and make all relevant observations in writing. No claim can be made after 5 working days from the date of receipt.

In the event of a justified and timely complaint, Pfeiffer Vacuum shall be obliged to remedy the defect found. However, this obligation shall not apply if the defect is not essential to the interests of the Customer or to the main functionality of the Product or if it is attributable to circumstances beyond the control of Pfeiffer Vacuum. Customer shall not be entitled to refuse acceptance of the Services if there is only a non-essential defect which does not affect the main functionality of the Product. Finally, Pfeiffer Vacuum shall not be liable for any disassembly of the defective part or component without its presence.

Acceptance shall release Pfeiffer Vacuum from liability for safe-keeping of the Product or for any damage or defect to the Product, unless Customer has made a reservation in respect thereof.

X. Withholding Right

Pfeiffer Vacuum reserves the right to withhold any accessories, Parts or exchange equipment until all payments arising from the Service contract have been received.

XI. Retention of Title

Pfeiffer Vacuum shall retain ownership of the Products sold until the full payment of the price in principal and accessories has been made. The delivery of a document creating an obligation to pay does not constitute payment within the meaning of this clause. Failure to pay any of the due dates may result in the Products being reclaimed. These provisions do not prevent the transfer to the Customer, upon delivery, of the risks of loss and deterioration of the goods sold as well as the damage they may cause.

XII. Warranties

XII.1 Pfeiffer Vacuum warrants that the Services will be performed in a competent and diligent manner in accordance with good practice and custom. Pfeiffer Vacuum also warrants that the parts installed shall be free from defects as set forth below and shall not infringe the intellectual property rights of any third party.

XII.2 Unless otherwise agreed in writing in the offer, spare parts invoiced to the Customer by Pfeiffer Vacuum shall be warranted for a period of 12 months from the date of delivery or installation (the reference being the date of invoice) against defects in material or workmanship. The commercial warranty assumed by Pfeiffer Vacuum under this article is expressly limited in its effect to the repair or replacement of defective parts.

The customer shall notify Pfeiffer Vacuum in writing of any defect as soon as possible and no later than 5 working days after discovery of the defect, within the warranty period.

XII.3 Pfeiffer Vacuum shall not be liable if the defect is not essential to the interests of the customer or if it is attributable to circumstances external to Pfeiffer Vacuum.

XII.4 Pfeiffer Vacuum shall not be liable for any consequences resulting from any modification or repair performed defectively by the Customer or a third party without the prior approval of Pfeiffer Vacuum. Customer shall only repair the defects himself, or have them repaired by a third party and claim reimbursement of the necessary expenses incurred, in case of an emergency endangering the safety of operations or preventing extremely high damage. In this case, Pfeiffer Vacuum shall be immediately informed in writing. Finally, Pfeiffer Vacuum shall not be liable for disassembly of the potentially faulty part or component without its presence or if Customer has not completed the training required in the offer.

XII.5. If the claim is proven to be legitimate, Pfeiffer Vacuum shall bear the costs incurred for the repair or replacement, including shipping costs and costs for the removal and reinstallation of the defective item, as well as the costs of Pfeiffer Vacuum's resources that were required for the repair.

XII.6. Except for the limitations set forth in these T&Cs, Customer shall be entitled to a price reduction for the Service if Pfeiffer Vacuum fails to perform the defect-related repairs within a reasonable time. Customer shall also be entitled to a reduction of the contract price in other cases where Pfeiffer Vacuum is not able to rectify the defects.

XIII. Liability

XIII.1. Should through the fault of Pfeiffer Vacuum components of the Product subject to Services become damaged, Pfeiffer Vacuum shall at its option and at its own expense repair or re-supply said components. Said replacement obligation shall be limited to the amount of the contractual Service price; Point XIII, No. 2, shall otherwise apply correspondingly.

XIII.2 Pfeiffer Vacuum shall not be liable for any damage that does not affect the Product subject to the Services, regardless of the nature of such damage. Pfeiffer Vacuum shall be liable only in the following cases:

- a) in the event of willful intent;
- b) in the event of gross negligence on the part of its owner or executives;
- c) in the case of defects or latent defects;
- d) in the case of goods covered by a warranty;
- e) in the event of damages resulting from personal injury under the conditions of the articles in force in the French Civil Code.

In any event, Pfeiffer Vacuum's liability shall be limited to 25% of the amount of the sums received for the Services, as a result of any claims that may be made against it. Pfeiffer Vacuum shall have no further liability other than those set forth above. In addition, Pfeiffer Vacuum shall not be liable for any immaterial and/or indirect losses and/or damages, such as, but not limited to, loss of production, loss of opportunity, loss of revenue and/or loss of business.

Neither party to the Contract shall be liable for any indirect damages such as loss of business, loss of opportunity or loss of profit that the other party may suffer in connection with this Contract or the performance of the Services.

In the event that Pfeiffer Vacuum is liable under this Contract on any basis whatsoever, the aggregate amount of compensation that may be claimed from it in any one calendar year shall not exceed 100,000 (one hundred thousand) Euros. This limitation of liability shall not apply to damages suffered by the Customer due to the breach of an essential obligation or due to gross negligence or willful misconduct on the part of Pfeiffer Vacuum.

Finally, neither party shall exclude or limit its liability for physical injury or death arising out of the performance of this Contract.

XIII.3 All claims from the Customer (for whatever legal reason) shall be barred after twelve (12) months after acceptance of the Service, subject to the specifications of mandatory legal provisions. Maintenance or replacement parts provided during this period do not result in the extension, suspension and/or application of a new warranty period; the original warranty period related to the good subject to the Service is final.

XIII.4. In the event that, in the course of a Service outside the premises of Pfeiffer Vacuum, equipment or tools supplied by Pfeiffer Vacuum are damaged or lost at the place of Service through no fault of Pfeiffer Vacuum, Customer shall be obliged to compensate Pfeiffer Vacuum for such damage. Damage due to normal wear and tear shall not be compensated.

XIV. Force Majeure

Pfeiffer Vacuum shall not be liable for the non-performance or delay in performance of any of its obligations under these T&C in the event of force majeure. Force majeure is any external, unforeseeable and irresistible event within the meaning of Article 1218 of the French Civil Code, as well as the cases provided for by legal precedents. In particular, the following events shall be considered as force majeure, without this list being exhaustive: fires, floods, bad weather, epidemics, natural disasters, earthquakes, acts of terrorism, armed conflicts, riots, interruptions or delays in transportation, labor disputes relating to personnel, including at Pfeiffer Vacuum and its suppliers.

In order to claim force majeure, the Party prevented from performing shall notify the other Party in writing of the event of force majeure as soon as it occurs, indicating its estimated duration. The rights and obligations of the Parties as well as any orders in progress shall be suspended for the duration of such event. As soon as the event is over, the Party prevented from performing shall notify the other Party and shall immediately resume the performance of its rights and obligations.

XV. Special Provisions

If the Contract is subject to obtaining an export license from the competent French authorities and in the event that the export license is not granted, the Contract shall be null and void. No one shall be entitled to claim any damages or indemnities whatsoever.

XVI. Protection of personal data

XVI.1 In general, the Parties agree to comply with French and European regulations on the protection of personal data, in the sense of European Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of data (RGPD) and French law as updated. In particular, the Parties undertake, among other things, to collect and use personal data only for the purposes of performing the Services and to process them only if required for the performance of the purposes listed above. The Parties further agree to keep personal data strictly confidential and to take appropriate organizational, physical and technical measures to protect the confidentiality and security of the data.

XVI.2 They will only transfer personal data outside the European Union with the prior written consent of the other party and in a secure environment in accordance with the requirements of the applicable legislation, i.e. either to countries with an "adequate" level of protection as defined by the European data protection authorities (CNIL for France), or to entities (affiliates, subcontractors) that have signed standard contractual clauses as issued by the European authorities. Pfeiffer Vacuum and the Customer remain responsible for the processing, in the sense of the applicable regulations, of the personal data of their business partners and/or employees, which they may provide to their co-contractor.

XVII. Subcontracting

Pfeiffer Vacuum shall have the option of subcontracting to companies within its group or to third parties, which the Customer acknowledges and accepts, without its liability to the Customer being affected.

XVIII. Remote Access

Customer expressly authorizes Pfeiffer Vacuum to remotely access Customer's equipment via Customer's Internet connection or Customer's internal network, to update said remote access system at any time for security purposes, and to collect, store and analyze equipment data, using said remote access system, for the purpose of developing or improving Customer's equipment and Pfeiffer Vacuum's Services.

XIX. Applicable law and jurisdiction

XIX.1. The relationship between Pfeiffer Vacuum and the Customer shall be subject exclusively to French law, irrespective of the nationality of the Customer.

XIX.2 Any dispute between the Parties shall be subject to the exclusive jurisdiction of the courts of the registered office of Pfeiffer Vacuum. Pfeiffer Vacuum also reserves the right to refer an action to the court of the Customer's registered office or domicile.

XX. Partial invalidity

If one or several clauses of the present T&C are or must be invalid or declared as such in application of a law, a regulation or a final decision of a competent jurisdiction; the other stipulations will keep all their force and all their extent. In order to replace the invalid clause(s), the Parties shall agree on a new clause; this clause must correspond as closely as possible to the economic will of the Parties. The same rule shall apply in the event that a gap in the Contract is identified.

XXI. Renegotiation Clause

Notwithstanding Article 1195 of the French Civil Code, the Parties expressly agree that a change in circumstances justifying a request for renegotiation of the Contract is only a change of a technical, economic or legal nature, outside the control of the Parties, occurring after the signing of the Contract and rendering performance of the Contract excessively onerous for one of the Parties by permanently disrupting the economy of the contractual relationship (hereinafter referred to as a "Change of Circumstances"). This Change of Circumstances must not have been foreseeable at the time of the conclusion of the Contract.

The party bearing the excessively onerous consequences resulting from the Change of Circumstances shall first notify the other Party of a request for renegotiation of the Contract in order to seek, in good faith, the most appropriate solutions to enable the continuation of the contractual relations under conditions that will restore the economic balance initially agreed between the Parties.

This request for renegotiation of the Contract shall in no way exempt the Parties from continuing to perform their obligations, nor shall it result in the suspension of such obligations. If the Parties fail to reach an agreement within sixty (60) calendar days of notification of the request for renegotiation following the occurrence of a Change in Circumstances, the Contract may be terminated at the request of one of the Parties by registered letter with acknowledgement of receipt.

Notwithstanding Article 1195 of the French Civil Code, the Parties expressly agree not to proceed with any request for adaptation, revision or judicial termination of the Contract in this context.

XXII. Entirety of the Contract

The Contract contains the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes any document that may have been issued by either Party. It supersedes all previous letters, proposals, offers (except for the Offer which is terminated upon execution of the Contract) and agreements relating to the subject matter of the Contract. Pfeiffer Vacuum shall inform the Customer of changes to the T&C at least one month prior to their effective date by mail or electronically. If the Customer does not accept the new T&C, the Customer may terminate the Contract without penalty in the manner set forth in Pfeiffer Vacuum's notice. Otherwise, the amended T&C shall apply automatically and replace the present T&C.

XXIII. Confidentiality/Non-Disclosure Clause

Except as otherwise provided by law, neither Party shall disclose any information received from the other Party in connection with this Contract. The Parties shall remain bound by this confidentiality obligation for a period of ten (10) years from the end of the Contract. In addition, upon termination of the Contract, each Party shall return all documents communicated by its co-contractor or destroy them, with the exception of information required by law to be retained or that which is considered necessary for the defense of its rights in the event of a claim.

XXIV. Intuitu personae clause

This Contract is entered into intuitu personae: neither Party may assign or transfer it in any manner, for any reason and to any person whatsoever, without the express, prior and written consent of the other Party in accordance with Article 1216-1 of the French Civil Code. Such formality will be required for any change of direct or indirect control, within the meaning of Article L.233-3 of the French Commercial Code.

XXV. Notification Clause

Any notification required to be given or delivered under this Contract shall be returned or delivered to Customer or Pfeiffer Vacuum at the address set forth on the cover page of this Contract, or at such other address as either Party shall notify the other in writing, and shall be effective (i) immediately if delivered by hand, (ii) upon first presentation of the notification if sent by registered mail with return receipt requested, or (iii) upon confirmation of receipt, if delivered by courier against signature.

XXVI. Arbitration Clause

In the event of difficulties relating to the performance or interpretation of this Contract, the Parties undertake to submit to an amicable conciliation procedure before any referral to a judge. The most diligent Party shall notify the other Party, by registered letter with acknowledgement of receipt, of its intention to implement the said procedure, specifying the difficulties encountered, without prejudice to the right of each of the Parties to request the pronouncement of a protective measure in summary proceedings or to take the necessary action to prevent the running of the statute of limitations. If the Parties fail to reach an agreement within sixty (60) days, each of them may request the intervention of the judge.



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