

1. Interpretation

1.1 In these Conditions: "BUYER" means the person who buys the Goods or accepts a quotation of Micro Lithography Services Ltd for the sale of the Goods or whose order for the Goods is accepted by Micro Lithography Services Ltd "GOODS" means the goods (including any instalment of the goods or any parts of them) which Micro Lithography Services Ltd is to supply in accordance with these Conditions and is contained on the attached Schedule "MICRO LITHOGRAPHY SERVICES LTD" means Micro Lithography Services Ltd (registered in England & Wales under number 6972784), whose Registered Office is situate at 102 Haltwhistle Road, South Woodham Ferrers, Chelmsford, Essex, CM3 5ZF. "CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Micro Lithography Services Ltd "CONTRACT" means the contract for the purchase and sale of the Goods "WRITING" includes any written communication by, but not limited to, letter, e-mail, telex, cable, facsimile transmission and comparable means of communication. 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale 2.1 Micro Lithography Services Ltd shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of Micro Lithography Services Ltd which is accepted by the Buyer, or any written order of the Buyer which is accepted by Micro Lithography Services Ltd, subject in either case to these Conditions, which shall govern the Contract to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document. 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and Micro Lithography Services Ltd. 2.3 Micro Lithography Services Ltd's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Micro Lithography Services Ltd in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed. 2.4 Any advice or recommendation given by Micro Lithography Services Ltd or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Micro Lithography Services Ltd is followed or acted upon entirely at the Buyer's own risk, and accordingly Micro Lithography Services Ltd shall not be liable for any such advice or recommendation which is not confirmed in Writing. 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Micro Lithography Services Ltd shall be subject to correction without any liability on the part of Micro Lithography Services Ltd.

3. Orders 3.1 Micro Lithography Services Ltd shall be under no obligation to acknowledge receipt of an order from the Buyer, and shall be entitled to execute the order without further reference to the Buyer. 3.2 The Buyer shall be responsible to Micro Lithography Services Ltd for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving Micro Lithography Services Ltd any necessary information relating to the Goods within a sufficient time to enable Micro Lithography Services Ltd to perform the Contract in accordance with its terms. 3.3 Micro Lithography Services Ltd reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or European law requirements or, where the Goods are to be supplied to Micro Lithography Services Ltd's specification, which do not materially affect their quality or performance. 3.4 No order which has been accepted by Micro Lithography Services Ltd may be cancelled by the Buyer except with the agreement in Writing of Micro Lithography Services Ltd and on terms that the Buyer shall indemnify Micro Lithography Services Ltd in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Micro Lithography Services Ltd as a result of cancellation. 3.5 Whilst Micro Lithography Services Ltd will use its reasonable endeavours to supply material in accordance with the quality of samples submitted or quoted for, the Contract is not a contract of sale by sample.

4. Prices Micro Lithography Services Ltd reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to Micro Lithography Services Ltd which is due to any factor beyond the control of Micro Lithography Services Ltd. Examples of such factors include, but are not limited to, any alteration of duties; significant increase in the costs of labour, materials or other costs of manufacture; any change in delivery dates quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give Micro Lithography Services Ltd adequate information or instructions.

5. Terms of payment 5.1 Micro Lithography Services Ltd shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event Micro Lithography Services Ltd shall be entitled to invoice the Buyer for the price at any time after Micro Lithography Services Ltd has notified the Buyer that the Goods are ready for collection or (as the case may be) Micro Lithography Services Ltd has tendered delivery of the Goods. 5.2 The Buyer shall pay in cash the price of the Goods within 30 days of the date of Micro Lithography Services Ltd's invoice, and Micro Lithography Services Ltd shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. 5.3 The time of payment of the price shall be of the essence of the Contract. 5.4 Receipts for payment will be issued only upon request. 5.5 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to Micro Lithography Services Ltd, Micro Lithography Services Ltd shall be entitled to: 5.5.1 cancel the Contract or suspend any further deliveries to the Buyer without liability on the part of Micro Lithography Services Ltd; 5.5.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and Micro Lithography Services Ltd) as Micro Lithography Services Ltd may think fit (notwithstanding any purported appropriation by the Buyer); 5.5.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of per cent per annum above Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and 5.5.4 be indemnified by the Buyer against all costs and expenses incurred by Micro Lithography Services Ltd in recovering sums due or in exercising the rights of Micro Lithography Services Ltd pursuant to clause 5. 5.6 The Buyer shall pay Micro Lithography Services Ltd in full the amount payable under the invoice for each consignment notwithstanding any rights which the Buyer may claim to have against Micro Lithography Services Ltd in respect of any other contract between Micro Lithography Services Ltd and the Buyer. 5.7 Micro Lithography Services Ltd will accept payment by cheque and in the event that a cheque is not met when presented for payment the Buyer will be liable to pay £50 to cover additional administrative expenses in addition to any interest due pursuant to clause 5.5.

6. Delivery 6.1 Delivery of the goods shall be made at Micro Lithography Services Ltd's premises unless otherwise agreed in writing. 6.2 Any dates quoted for delivery of the Goods are approximate only and Micro Lithography Services Ltd shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by Micro Lithography Services Ltd in Writing. The Goods may be delivered by Micro Lithography Services Ltd in advance of the quoted delivery date upon giving reasonable notice to the Buyer. Micro Lithography Services Ltd may make instalment deliveries. 6.3 Where the Contract provides for a single delivery without specifying a date, the Goods shall be delivered and accepted within 48 hours of their being ready, unless otherwise agreed in Writing. 6.4 Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not be treated as a repudiation of the Contract as to the remaining deliveries and these Conditions shall remain in full force. 6.5 Where delivery of the Goods is effected by Micro Lithography Services Ltd Services (whether at the request of the Buyer or not) by one or more consignment then each consignment shall be deemed to be a separate contract subject to these Conditions. 6.6 If the Buyer fails to take delivery of the Goods or fails to give Micro Lithography Services Ltd adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of Micro Lithography Services Ltd's fault) then, without prejudice to any other right or remedy available to Micro Lithography Services Ltd, Micro Lithography Services

Ltd may: 6.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or 6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. Risk and Retention of Title 7.1 Risk of damage or loss of the Goods shall pass to the Buyer: 7.1.1 in the case of Goods to be delivered at Micro Lithography Services Ltd's premises, at the time when Micro Lithography Services Ltd notifies the Buyer that the Goods are ready for collection ; or 7.1.2 in the case of Goods to be delivered otherwise than at Micro Lithography Services Ltd's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Micro Lithography Services Ltd has tendered delivery of the Goods. 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Micro Lithography Services Ltd has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Micro Lithography Services Ltd to the Buyer for which payment is then due. 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Micro Lithography Services Ltd's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Micro Lithography Services Ltd's property, but the Buyer may resell or use the Goods in the ordinary course of business. 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), Micro Lithography Services Ltd may at any time require the Buyer to deliver up the Goods to Micro Lithography Services Ltd and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Micro Lithography Services Ltd, but if the Buyer does so all monies owing by the Buyer to Micro Lithography Services Ltd shall (without limiting any other right or remedy of Micro Lithography Services Ltd) forthwith become due and payable.

8. Warranties 8.1 Subject to these Conditions, Micro Lithography Services Ltd warrants that the Goods will correspond with their specification and will be free from defects at the time of delivery. 8.2 Micro Lithography Services Ltd shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment. 8.3 This warranty does not extend to parts, materials or equipment not manufactured by Micro Lithography Services Ltd in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee given by the manufacturer to Micro Lithography Services Ltd.

9. Liability 9.1 Micro Lithography Services Ltd shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer and Micro Lithography Services Ltd shall have no duty to check any such drawing, design or specification in any regard. In such a case the Buyer shall rely upon its own knowledge, skill and expertise and not that of Micro Lithography Services Ltd. 9.2 Micro Lithography Services Ltd shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Micro Lithography Services Ltd's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Micro Lithography Services Ltd's approval. 9.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to Micro Lithography Services Ltd within 7 days from the date of delivery and the allegedly defective goods are thereafter returned to Micro Lithography Services Ltd and carriage paid. If delivery is not refused, and the Buyer does not notify Micro Lithography Services Ltd accordingly, the Buyer shall not be entitled to reject the Goods and Micro Lithography Services Ltd shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. 9.4 Micro Lithography Services Ltd's liability, if any, shall be limited, at its discretion, either to replacing the Photo mask or any defective part thereof (as the case may be) or to giving the buyer credit for the value

thereof, but no such liability shall arise unless the defect arises solely as a result of the faulty materials or workmanship of Micro Lithography Services Ltd. Micro Lithography Services Ltd shall not be liable or responsible for the replacement of components (whether defective or not) affixed to any Photo mask. 9.5 The return of the Goods will not be accepted unless Micro Lithography Services Ltd or its representative shall first have the opportunity of examining the same. 9.6 Every care will be taken to secure the best results where materials are supplied to the Buyer but responsibility will not be accepted for imperfect works caused by defects in or unsuitability of materials supplied by the Buyer. 9.7 Except in respect of death or personal injury caused by Micro Lithography Services Ltd's negligence, Micro Lithography Services Ltd shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Micro Lithography Services Ltd, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of Micro Lithography Services Ltd under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions. 9.8 The Buyer has the right to inspect the Goods during the course of manufacture and assembly and Micro Lithography Services Ltd shall have no liability in respect of any defect or failure in such Goods where they have been inspected and approved by the Buyer at the time of manufacture and assembly and such defect or failure was present and capable of detection at that time.

10. Indemnity The Buyer shall indemnify Micro Lithography Services Ltd against all claims in respect of any loss, injury, or damage sustained by a third party arising from the sale of the Goods to the Buyer howsoever caused and also against all actions, proceedings costs claims, demands, expenses made brought or claimed against Micro Lithography Services Ltd in respect of the infringement of any patent, trademark, registered design, or similar right arising from the manufacture or supply of any goods or the doing of any work or the use of any article or material by Micro Lithography Services Ltd to the design or specification or upon the instructions of the Buyer.

11. Insolvency of buyer 11.1 This clause applies if: 11.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or 11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or 11.1.3 the Buyer ceases, or threatens to cease, to carry on business; or 11.1.4 Micro Lithography Services Ltd reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. 11.2 If this clause applies then, without prejudice to any other right or remedy available to Micro Lithography Services Ltd, Micro Lithography Services Ltd shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. Force Majeure 12.1 If the performance of the contract shall be delayed by any circumstances or conditions beyond the control of Micro Lithography Services Ltd including (but without prejudice to the generality of the following): war, industrial disputes, strikes, lockouts, riots, fire, storm, Act of God, accidents, non-availability or shortage of materials or labour, any statute, rule, bylaw, order or requisition made or issued by any Government or Government Department, local or other duly constituted authority, then Micro Lithography Services Ltd shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present. 12.2 If the performance of the contract by Micro Lithography Services Ltd shall be prevented by any such circumstance or conditions beyond the control of Micro Lithography Services Ltd, then Micro Lithography Services Ltd shall have the right to be discharged from further performance of and liability under the Contract. If Micro Lithography Services Ltd exercises such right the Buyer shall thereupon pay the contract price less a reasonable allowance for what has not been performed

by Micro Lithography Services Ltd.

13. **Notices** Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14. **Severability** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15. **Jurisdiction** The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.

Micro Lithography Services Ltd T & C