

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service form integral part of the service agreement between you (the "Customer") and us (Assembléon) (the "Service Agreement"). Terms written in capitals shall have the same meaning as attributed in the Service Agreement unless explicitly defined otherwise below.

Article 1 Services

1. During the term of the Services Agreement, Assembléon shall provide the services set out in the Service Agreement ("Services") for the equipment ("Equipment") and software ("Software") listed in the Service Agreement.
2. Assembléon shall have no obligation to provide Services to the extent that such Services are necessary due to (i) Customer's breach of its obligations under the Service Agreement; or (ii) any cause other than normal use of the Equipment and Software, including without limitation:
 - (a) accident, transportation, improper use, neglect or misuse of the Equipment or of the Software or fault or negligence of Customer, its employees or agents or third parties; or
 - (b) failure to execute routine maintenance; or
 - (c) failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions; or
 - (d) any fault in any attachment or associated equipment or software program (whether or not supplied by Assembléon) used in connection with the Equipment and/or the Software (and which do not form part of either of them); or
 - (e) failure, instability or unsuitability of parts, tooling or accessories not provided by Assembléon; or
 - (f) services for the Equipment or the Software which have been modified or altered by Customer or any third party without Assembléon's prior written consent, or services required because of any repairs, maintenance or other services performed on the Equipment or in respect of the Software or part thereof (or attempt to do so) by other than Assembléon's authorized persons; or
 - (g) any removal or relocation of the Equipment or the Software; or
 - (h) acts of God, lightning, flood, war, acts of violence, vandalism, burglary or other similar events.
3. The Services do not include:
 - (a) service other than at the location as described in the Service Agreement (the "Location") (unless expressly indicated otherwise in the Service Agreement); and
 - (b) repair or renewal of tooling or accessories and consumables, as reasonably determined by Assembléon, such as, but not limited to feeders, cassettes, chucks, nozzles, pipettes, transport tooling, stencils, PPU's, glue dies and glue and all other consumable items (unless expressly provided otherwise in the Service Agreement); and
 - (c) training of Customer, its employees or agents; and
 - (d) electrical or other environmental work external to the Equipment or the Software; and
 - (e) installing the Equipment or the Software or options, moving Equipment, devices, attachments or performing services in connection thereto; and
 - (f) recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown or fault of the Equipment or the Software; and
 - (g) data interpretation (e.g. analysis of information); and
 - (h) service with respect to parts of which use is not recommended or is not approved in writing by Assembléon; and
 - (i) responsibility for the interface between the Software or the Equipment and any other software or product used by Customer (including the Software furnished by Assembléon even if Assembléon has advised Customer in advance that the same is compatible with the Software or the Equipment); and
 - (j) overhaul work involving the disassembly or reassembly of the entire or a substantial part of the Equipment concerned or Spare Parts thereof;
- (k) overhaul work to keep the Equipment in normal serviceable condition for more than a short period.
4. Visits for the performance of the Services shall be made during normal working days – between 8 am and 5 pm – on normal working hours for Assembléon personnel providing the Services, by prior appointment with Customer. In performing the Services, Assembléon may install or replace parts. Such parts will be new or refurbished by Assembléon. Any parts of the Equipment removed there from shall become the property of Assembléon, subject to Assembléon having replaced the part.
5. At Assembléon's sole discretion and in accordance with Assembléon's standard rates for such services, Assembléon may at the request and expense of Customer repair, replace or correct any part of the Equipment or the Software which has failed due to a cause not covered by this Agreement or provide any of the excluded services, as referred to in Article 1.2 and 1.3, or any other service which is outside the scope of the Service Agreement. These service terms and conditions shall apply to such services, unless otherwise agreed in writing.

Article 2 Obligations of Customer

During the term of the Service Agreement, Customer shall at its own risk, cost and expense:

- (a) ensure that the proper environmental conditions are maintained for the Equipment and shall maintain in good condition the accommodation, the cables and fittings associated with it and its electricity supply; and
- (b) keep and operate the Equipment and the Software in a proper and prudent manner in accordance with Assembléon's operating instructions, regularly perform all operator maintenance routines in accordance with Assembléon's manuals and ensure that only competently trained employees are allowed to operate the Equipment and the Software; and
- (c) ensure that the external surfaces of the Equipment are kept clean and in good condition and perform minor maintenance as recommended by Assembléon; and
- (d) except as foresaid (e.g. operator maintenance routines) and unless agreed otherwise, not (attempt to) modify, alter, repair, move, remove or maintain the Equipment or the Software and not request, permit or authorize anyone other than Assembléon's authorized persons to carry out any adjustments, repairs or maintenance of or other services in respect of the Equipment and/or the Software; and
- (e) use with the Equipment only such operating supplies, accessories, consumables and similar items as Assembléon has recommended in writing; and
- (f) provide Assembléon with full and safe access to the Equipment and the Software for the purposes of the Service Agreement; and
- (g) provide adequate working space around the Equipment for Assembléon's personnel and make available such reasonable facilities for the storage and safekeeping of test equipment and spare parts, as may be requested by Assembléon from time to time; and
- (h) provide Assembléon a secure location to store a Assembléon remote services router (or a Customer owned router acceptable to Assembléon) for connection to the Equipment and the Customer network; and
- (i) provide Assembléon appropriate access to the remote services router to enable Assembléon to access the Equipment remotely; and
- (j) provide Assembléon with a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the Equipment through the remote services router and Customer's network for Assembléon's use in remote servicing of the Equipment, remote assistance to personnel that operate the Equipment, updating the Equipment software, transmitting automated status notification from the Equipment and regular uploading of Equipment data files (such as but not limited to error

- logs and utilization data for improvement of Assembléon products and services and aggregation into new services); and
- (k) make available at no cost to Assembléon such programs, operating manuals, software, data-files (e.g. computer runs), SMD components and information as may be necessary to enable Assembléon to perform its obligations under the Service Agreement and, if requested, provide staff familiar with Customer's operations, with staff shall fully co-operate with Assembléon's personnel to enable such personnel to perform the Services; and
 - (l) at all times keep a record of the use of the Equipment and the Software in a form acceptable to Assembléon and on Assembléon's request allow Assembléon to inspect and copy such records; and
 - (m) at all times inform Assembléon in writing of any modifications or additions to the Equipment or the Software promptly after such modifications or additions has been made. Assembléon reserves the right to inspect and determine the status of the Equipment after such modifications or additions.

Upon such inspection, Assembléon may consult with the Customer to reconsider the continuation of the Service Agreement and/or any term thereof, including these Service Terms and Conditions. If, upon such consultation, no agreement is reached on the terms and conditions for continuation of the Service Agreement, Assembléon may terminate the Service Agreement without any liability to Customer. If the modifications or additions induce additional costs with regard to the execution of the work as specified in the Service Agreement, these additional costs will be for the Customer's account. If such costs are incurred by Assembléon, Assembléon will charge the Customer for such costs.

Article 3 Duration

Unless otherwise agreed in the Service Agreement, the Service Agreement will commence on the date of signing by both Parties and shall continue for an initial period of one (1) year. Upon expiration of this initial period, the Service Agreement shall automatically be renewed for additional successive periods of one (1) year unless terminated by either party as of the end of the then current term upon a three months' prior written notice.

Article 4 Termination

1. Notwithstanding anything else to the contrary herein, the Service Agreement may be terminated:
 - (a) by either party forthwith on giving written notice to the other of the other party commits any material breach of the Service Agreement and, but only in the event of a breach capable of being remedied, such party has failed to remedy such breach within thirty days after receipt of a written request to do so. Late or non-payment of any fees or charges due under the Service Agreement shall always be considered as a material breach; or
 - (b) by Assembléon forthwith in the event that Customer (i) shall cease to carry on business in the normal course; (ii) becomes insolvent; (iii) makes a general assignment for the benefit of its creditors; (iv) suffers or permits the appointment of a receiver or a manager for its business assets or (v) avails itself or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency of or protection of the rights of creditors; or
 - (c) by Assembléon with respect to the Equipment, Software or any part thereof for which Assembléon establishes or has established a "Support End Date" (i.e. a date established by Assembléon after which service to the Equipment, Software or any part thereof is no longer available) at any time before the end of the Service Agreement by giving Customer ninety (90) days prior written notice. Assembléon will use reasonable commercial efforts to inform Customer of any product generally offered and expressly designated by Assembléon as a successor to such the Equipment, the Software or part thereof, subject to availability of the same. This discontinuation of services shall not affect Customer's rights to use the relevant Equipment, Software or part thereof. Customer may continue to use the Software for the term of the relevant license thereof, but Customer acknowledges and

accepts that Assembléon has no obligation to provide any services for the Software after the notice period set forth above has expired. No credit for the period in which the Services are no longer available shall apply.

3. The Service Agreement shall automatically terminate with respect to the Software upon expiration of termination of the license for such Software.
4. Any termination shall be in addition to and shall not affect any rights or remedies provided by the Service Agreement or available under applicable law.

Article 5 Payment

1. Customer shall pay to Assembléon the annual fee for the Services as identified in the Service Agreement. The fee shall be invoiced upon execution of the Service Agreement and at the start of each calendar year during the term of the Service Agreement. Any charges payable by Customer in addition to the annual fees shall be paid upon receipt of Assembléon's invoice for such charges.
2. In the event of waiting time or delay incurred by Assembléon as a result of inaccessible Equipment or Software, cleaning agents and/or lubricants, or for any other reason (unless due to an attributable fault of Assembléon), Assembléon shall be entitled to charge Customer at its standard rates for any additional hours spent as a result of such waiting time or delay (even if hours spent on such Services are normally not separately charged) and any other additional expenses or costs incurred by Assembléon as a result thereof. In the event that an Assembléon employee is unable to wait in view of other commitments, the parties shall agree upon a new time and all costs and expenses of Assembléon connected with such employee's visit, including but not limited to travel and lodging expenses, shall be charged to Customer.
3. Assembléon shall be entitled to change the annual fees for the Services for any renewal period after the initial term of the Service Agreement upon a sixty (60) days written notice.
4. All Assembléon invoices shall be due and payable in full within thirty (30) days from the date of the invoice. If Customer fails to pay any invoice when due, Assembléon may immediately terminate this Agreement in accordance with Article 4.1 and/or require Customer to pay a late payment charge equal to 1,5 % of the amount due per month, notwithstanding any other remedies available under the Service Agreement or under applicable law.
5. The annual fees and/or other charges do not include excise, VAT, sales, use, duty or other taxes. Any such taxes shall be borne by Customer and Customer shall reimburse Assembléon for such taxes upon Assembléon's first written request.

Article 6 Spare parts

1. In performing the Services, Assembléon shall only use its own spare parts and other items. Customer shall purchase such spare part or other items from Assembléon at Assembléon's standard list prices.
2. The supply and use of spare parts and other items will be governed by Assembléon's Special Terms and Conditions as set force in the applicable price list service parts, consumables and accessories.

Article 7 Confidentiality

The parties acknowledge that as a result of or in relation to the Service Agreement they may receive information of a proprietary and/or confidential nature, including know-how, data and experience of the other party, about, without limitation, the other party's products, technology or business activities and operations ("Confidential

Information"). Each party undertakes that Confidential Information shall solely be used for the purposes of the Service Agreement and that it shall not, direct or indirect, disclose or allow disclosure of Confidential Information to any third party and the parties undertake to make available Confidential Information to its affiliated companies, personnel or third party contractors only if such affiliated company, personnel or third party has a clear need-to-know. The parties' undertakings under this Article 7 will continue until and to the extent that the party which has disclosed the relevant Confidential Information (the "Disclosing Party") has explicitly relieved the party which has received such Confidential Information (the "Receiving Party") thereof in writing; it being understood that in respect of certain parts of the Confidential Information these undertakings shall cease earlier, but only as from the moment and to the extent that Confidential Information:

- (a) is or becomes generally known or available to the public through no act of the Receiving Party; or
 - (b) was already available to the Receiving Party at the time of disclosure; or
 - (c) has been developed by the Receiving Party independent from and without use of the Confidential Information; or
 - (d) is disclosed pursuant to an administrative or judicial action, provided that the Receiving Party shall use its best efforts to maintain the confidentiality of the Confidential Information by asserting in such action any applicable privileges, and shall, immediately after getting knowledge or receiving notice of such action, notify the Disclosing Party thereof and enable the Disclosing Party to seek any other remedies so as to maintain the confidentiality of such Confidential Information.
- In the event of doubt on the applicability of the exception set forth above, the Receiving Party will consult with the Disclosing Party.

The Receiving Party will return or destroy all Confidential Information and any and all copies thereof, capable of being returned, to the Disclosing Party immediately upon the Disclosing Party's first written request. Each party shall take all steps necessary to ensure that their affiliated companies, personnel and third party contractors, to which Confidential Information is disclosed in accordance with this Article 7, understand and comply with the obligations pursuant to this Article 7.

Without limiting the foregoing, Customer acknowledges and agrees that any manuals, documentation and software provided by Assembléon shall be proprietary to Assembléon and shall be considered as significant Confidential Information.

Article 8 Liability

1. Customer acknowledges and agrees that Assembléon does not warrant uninterrupted operation of the Equipment or the Software and that Assembléon is not responsible for any failure to perform any Services for reasons beyond its reasonable control.
2. Assembléon's liability for damages to Customer arising out of performance or non-performance of the Services pursuant to the Service Agreement or related to the subject matter thereof, and regardless of the form of action, whether in contract or in tort including negligence, shall not exceed the sum of the fees and charges actually paid by Customer under the Service Agreement in the twelve (12) months, preceding the occurrence of the event from which Customer's claim arises. The foregoing limitation will not apply to claims for personal injury or damage to property caused by Assembléon's fault; in such case Assembléon's liability will in no event exceed EURO 450,000 (four hundred and fifty thousand Euros). Under no circumstances and in no event however, shall Assembléon be liable to Customer or any third party for any indirect, incidental, special, consequential or punitive damage (including without limitation loss of profit, loss of production or contracts or any loss of use of the Equipment or the Software or loss or spoiling of Customer's materials, programs or data or claims of customers of Customer or other third parties) regardless of the action that gave rise to Customer's claim for such damage and even if Assembléon has been advised of the possibility of such damage.
3. Customer will indemnify Assembléon and keep Assembléon harmless from and against any claims, liabilities, loss and

expenses by third parties arising out or in connection with the Service Agreement and for which Assembléon has not explicitly assumed liability.

4. Except for any explicit warranty stated in the Service Agreement, Assembléon disclaims all warranties either explicit or implied including without limitation, warranties of merchantability and fitness for a particular purpose.

Article 9 Miscellaneous

1. In the course of providing the Services to Customer, it is necessary for Assembléon to have access to, view and/or download computer files from the Equipment that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Assembléon will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement. Customer hereby agrees that it has, or will have prior to activation of the Assembléon's remote access to Customer's IT network, authority under applicable law, its other legal obligations and Customer policies to provide Assembléon with permission to process Personal Data in the manner described in this Section. If Customer cannot provide such permission, it will notify Assembléon and Assembléon will work with Customer in good faith to determine whether and how to deliver the Services.
2. Customer shall not assign or transfer the whole or any part of the Service Agreement without Assembléon's prior written consent. Assembléon has the right to assign or transfer the Service Agreement (or any part thereof) to any of its associated companies.
3. Assembléon may subcontract all or any part of the Services to any third party.
4. A failure to perform or enforce an obligation under the Service Agreement shall not preclude the later performance or enforcement of such obligation.
5. All terms and conditions of the Service Agreement that are destined (whether express or implied) to survive termination or expiration of the Service Agreement, shall so survive.
6. The Service Agreement (including, for the sake of clarity, these service terms and conditions), constitutes the entire agreement between the parties with respect to the subject matter thereof and replaces all prior agreements between the parties with respect to such subject matter.
7. All notices under the Service Agreement shall be in writing and shall be sent by mail or fax or shall be personally delivered. However, notices provided in connection with Article 4 (Termination) or Article 8 (Liability) shall always be sent by registered mail. Notices to Assembléon shall always be given to the address of Assembléon's registered office. Notices to the Customer may be given to either the registered office of the Customer, the Location or any other office of the Customer.
8. If any of the provisions of these Service Terms and Conditions conflict with any provisions of the Service Agreement, the provisions of the Service Agreement will prevail.
9. The laws of the Netherlands will apply to the Service Agreement. Any and all disputes will be finally settled in first instance by the competent court in Amsterdam, the Netherlands