

## Terms and Conditions of Sale – July 2022

The following sets forth the terms and conditions of sale of products and services (the “**Terms**”) of Kulicke and Soffa Industries, Inc. and/or any of its Affiliates (as defined below) (“**K&S**”) as of the date set forth above. The Terms shall prevail notwithstanding any variance with any terms and conditions of any purchase order or any document submitted by the Purchaser (as defined below). Any terms and conditions contained in any purchase order or any document submitted by the Purchaser which are inconsistent with the Terms are hereby rejected. The Purchaser has had sufficient opportunity to review the Terms and to obtain independent legal advice with respect to the effect of the Terms and its obligations set out herein. The Purchaser hereby acknowledges that it is fully aware of and understands its rights, obligations and liabilities herein, and it is independently accepting the Terms after fair negotiations between the parties. In addition, K&S has highlighted to the Purchaser’s attention the provisions set out in bold under paragraphs 12 and 14.

For the purpose of these Terms, the relevant contracting K&S entity shall be the entity that issues the K&S quotation, even if the quotation was conveyed to the Purchaser by the personnel of another K&S entity.

### 1. DEFINITIONS.

1.1. “**Affiliate**” with respect to an entity means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with such entity, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of the entity;

1.2. “**Authorized Representative**” means any director or officer of K&S or the Purchaser (as the case may be), who shall be authorized to act on K&S’ or the Purchaser’s behalf (as the case may be) with respect to those matters contained herein; and

1.3. “**Purchaser**” shall mean each person or entity (including, where relevant, its Affiliates) that enters into a Contract (as defined below).

2. **ACCEPTANCE.** Save as otherwise stipulated herein, K&S’ quotations are not binding offers but must be seen as an invitation to the Purchaser to issue a purchase order. No purchase order for K&S products or services issued by the Purchaser shall be binding upon K&S until accepted in writing by an Authorized Representative of the relevant contracting K&S entity or through the relevant contracting K&S entity’s issuance of a sales order acknowledgement (“**Sales Confirmation**”). These Terms shall apply to the Sales Confirmation and both documents shall be read together as a contract (“**Contract**”). The Purchaser shall be deemed to have agreed to all Terms provided herein and to any special terms and conditions contained in the Sales Confirmation by acceptance of the K&S products and services or any other action undertaken by the Purchaser towards fulfillment of the Purchaser’s obligations under the Contract. Unless expressly stated otherwise in the Contract, these Terms shall supersede, override and/or apply to the exclusion of any and all other terms and/or conditions whether contained in the Purchaser’s purchase order or any other document. No usage of trade or course of dealing shall serve to alter or supplement the terms and conditions herein stated. No variation to the Contract shall be binding unless agreed and signed in writing between the Authorized Representatives of the Purchaser and K&S.

3. **CANCELLATION.** Upon K&S’ issuance of a Sales Confirmation, cancellation of orders, wholly or in part, may be made only with K&S’ prior written approval. K&S may arrange to stop all work on the products and/or services cancelled at its sole and absolute discretion. In recognition of the difficulty of determining K&S’ loss as a result of any such cancellation, including additional losses incurred in the event of a cancellation of a special or custom designed product, the Purchaser may be subject to liquidated damages for loss of profits and shall incur a cancellation charge for the products and/or services cancelled, as may be set out in the Sales Confirmation or otherwise notified to the Purchaser in writing.

Upon K&S’ determination, Purchaser also agrees to reimburse K&S the full cost of all the shipment charges and all commitments made by K&S with respect to the relevant products and services up to the time of K&S’ approval of the Purchaser’s cancellation.

4. **QUOTATIONS AND PRICING.** The prices stated in any quotation issued by K&S attaching these Terms shall be firm for thirty (30) days from the date of the quotation and are thereafter subject to change until K&S accepts the purchase order by issuing a Sales Confirmation. Prices shown in published price lists or other literature are not offers to sell. Any quotation issued by

K&S shall be confidential to the Purchaser and shall not be assignable by the Purchaser.

5. **NON-STANDARD ACCEPTANCE REQUIREMENTS.** All K&S manufactured machines and their options are thoroughly tested during manufacture to ensure that published specifications are met. At any time prior to the shipment under a Contract, the Purchaser may, upon thirty (30) days’ prior written notice, review K&S quality control data at the relevant K&S facility and shall at all times be accompanied by the Purchaser’s K&S sales representative. If the Purchaser requires additional custom acceptance tests, the written test procedure and acceptance criteria with sample customer materials and components must first be approved by K&S. Costs for these additional tests, if any, will be estimated by K&S and payable by the Purchaser, and such costs shall be reflected in the Contract or otherwise communicated by K&S in writing.

6. **PAYMENT.** All invoices to all customers shall be payable in full within thirty (30) days of the date of the invoice, unless otherwise specified in the Sales Confirmation. All payments not made when due shall bear interest from the due date at the rate of 2% per month or the highest rate of interest permitted by the applicable governing law as stated in paragraph 19(b). International payment terms shall be made by documentary credit. The Purchaser shall open an irrevocable documentary credit in favor of K&S in a form acceptable to K&S within fourteen (14) days of the date of conclusion of the Contract. Where deemed necessary by K&S, the documentary credit shall be confirmed by a bank approved by K&S.

### 7. SHIPPING, TITLE, STORAGE AND RISK OF LOSS.

(a) **Delivery and Title** Save as otherwise provided in the Sales Confirmation, the availability of K&S products on the shipping dock of the relevant K&S factory (ex-works Incoterms 2010) for loading by the Purchaser’s designated carrier shall constitute delivery to the Purchaser and accordingly, all risk of loss or damage in-transit shall pass to the Purchaser at such time. The Purchaser is responsible for all transportation, delivery, and insurance costs incurred in connection with the delivery of the products to its designated site. K&S products are, on the date of delivery and prior to delivery, the absolute property of K&S and upon full payment by the Purchaser and encashment by K&S, the Purchaser will then acquire valid and unencumbered title to K&S products.

(b) **Packaging** K&S packages all equipment in a manner suitable for transportation due to the sensitive nature of the equipment. The Purchaser will be invoiced for any special packaging requested outside of the normal K&S packaging specifications.

(c) **Shipping Schedule** The shipping schedule shall be computed from the date K&S receives the Purchaser’s purchase order for products with full instructions, samples, product drawings and such other information or items as K&S may need in order to proceed with the design, manufacture and testing of the products ordered. Purchaser shall provide to K&S any applicable end use materials thirty (30) days prior to the shipment date. In the event that the Purchaser fails to supply K&S with the foregoing items or shipping instructions in a timely manner, K&S shall have the right to rearrange for shipment in any reasonable manner. The ‘shipment date’ stipulated in the Sales Confirmation indicates the month in which shipment of the products shall take place and does not denote arrival of the products at the destination. Failure by K&S to deliver on a specific date shall not entitle the Purchaser to repudiate the Contract. The date of the bill of lading shall be conclusive evidence of the date of shipment.

(d) **Shipping Cost Invoices** If the cost of shipment is prepaid by K&S at the Purchaser’s request, K&S shall invoice the products upon shipping to reflect shipping costs known to K&S. Additional shipping costs shall be invoiced to the Purchaser as they become available to K&S from the shipper. A partial shipment will be invoiced as per the unit price.

(e) **Claims for Defects** All claims for defects in delivery of products or services shall be deemed waived unless presented in writing within 10 days after delivery. The Purchaser’s receipt of products and/or services shall constitute a waiver of any claim for delay. K&S will not be liable to the Purchaser or responsible for any claims pertaining to loss and damage of the products after the risk of loss and damage to the products have passed to the Purchaser in accordance with the agreed Incoterms under the Sales Confirmation or otherwise stipulated in these Terms.

(f) **Returns** No product shall be returned without authorization and shipping instructions first being obtained from K&S. All freight forwarding, transportation or any other shipping costs and custom clearance charges shall be paid by the Purchaser.

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(g) **Storage** In the event the Purchaser delays in receiving the products beyond the agreed date of delivery for any reason whatsoever, including but not limited to the Purchaser's request for deferral of shipment, the Purchaser's failure to accept shipment, the Purchaser's failure to pick up the shipment or otherwise failure to provide documentation necessary for the delivery of the product, the Purchaser shall pay: (i) all storage costs incurred by virtue of storing such products commencing the date of delivery (as previously agreed) up to and until such products are eventually delivered to the Purchaser, calculated per product per week; and (ii) any and all expenses, costs, reimbursements and ancillary charges arising or in connection thereof (collectively, the "**Storage Costs**"). K&S reserves the right to adjust the Storage Costs at its sole discretion from time to time by prior written notice to the Purchaser. K&S shall invoice the Purchaser for all Storage Costs accrued during any rolling 7-day period or such other accrued period as K&S shall determine, and the amounts due under such invoice shall be payable within thirty (30) days after the Purchaser's receipt of such invoice. For avoidance of doubt, the Storage Costs are owed in addition to the purchase price of the products and shall not be considered part of the purchase price of the products.

**8. SITE PREPARATION.** The Purchaser shall be responsible for and shall bear all costs and expense of preparing the site where the products will be located. Sufficiency of such installation plans and site specifications, specifically including, but not limited to the accuracy of the dimensions described therein, shall be the sole responsibility of the Purchaser. In preparing the site, the Purchaser shall, without limitation: (i) ensure that the site meets environmental and other criteria required by K&S and communicated to the Purchaser prior to delivery; (ii) ensure that the site is suitable and safe for K&S to install machines (to the extent required); and (iii) make available utilities necessary for the production, operation, or maintenance of the products and/or performance of the related services.

**9. TAXES AND OTHER CHARGES.** The Purchaser shall pay any use tax, sales tax, excise tax, value added tax, goods and services tax, duty, custom inspection or testing fee, or other tax, fee or charge of any nature whatsoever, (other than taxes based on K&S' net income) imposed by any governmental authority, on or measured by any transaction between K&S and the Purchaser in addition to, and at the same time as, payment of the purchase price. K&S will provide Purchaser with a tax invoice as required by law. In the event K&S is required to pay any tax, fee, or charge, the Purchaser shall reimburse K&S therefor; or, in lieu of such payment, shall provide K&S at the time the purchase order is submitted with the exemption certificate or other documentation acceptable to the authority imposing the tax, fee or charge. The Purchaser must not withhold payment or make any deductions from the invoiced purchase price or any amount owing to K&S. The parties shall reasonably and cooperatively address the treatment and consequences of mandatory deduction, withholding, or set-off of taxes from any payment by the Purchaser to K&S at such time withholding of taxes is required, commences or is recognized. The Purchaser shall provide K&S a receipt from the relevant taxing authority or government entity for the withheld taxes and furnish reasonable cooperation to K&S as may be required to establish any reduction in or exemption from any such tax.

**10. SOFTWARE LICENSE.** K&S grants to the Purchaser a non-exclusive right and license to use any K&S software provided as part of the products sold solely for purposes of operating that portion of the products constituting equipment at the designated site and only in connection with the Purchaser's business. Title to the software shall remain with K&S at all times prior to and following the payment of the purchase price. The Purchaser shall execute a financing statement or any documents required by K&S to protect its interest in the software. The Purchaser acknowledges that such software is governed and protected by a copyright obtained in the name of K&S, and the Purchaser promises to observe all copyright laws applicable to the software. The Purchaser shall not directly or indirectly sell, reverse engineer, decompile, disassemble, modify, copy or transfer all or part of the software provided by K&S without K&S' prior written consent. The Purchaser shall treat all software provided by K&S as confidential proprietary information subject to the provisions of paragraph 11 of the Terms.

**11. CONFIDENTIALITY.** The Purchaser acknowledges that the software provided to it by K&S is K&S' proprietary information and is valuable and not otherwise obtainable from other sources and shall not be copied without K&S' written permission. The Purchaser agrees to exercise due diligence to protect and preserve in confidence the software and other confidential information provided by K&S, including but not limited to instruction and operating manuals. In addition to the software, K&S' confidential information shall include any information that: (i) if disclosed in tangible form, is marked as "Confidential", "Proprietary" or with comparable legend; (ii) if disclosed orally or visually, is identified by K&S as confidential information at the time of initial disclosure and thereafter confirmed in a written notice, given within

thirty (30) days of this initial disclosure, which summarizes the confidential information disclosed and references the time and place of disclosure; or (iii) by the circumstances of its disclosure, would be understood to be confidential or proprietary by a reasonable person under such circumstances. The Purchaser shall not disclose or publish such information or use the information for any purpose other than the Purchaser's operation of equipment in connection with its business, as contemplated herein. In addition, the Purchaser shall conform to all requirements relating to confidentiality which are set forth in K&S's operating manual, which provisions are incorporated herein by reference. All protections of K&S' confidential information set forth in these Terms shall be in addition to, but shall not replace, any protections set forth in any non-disclosure agreement (or similar agreement) that protects K&S' confidential information. Upon the termination of the Contract, the Purchaser will return any such K&S proprietary information contained in writing at the request of K&S.

## 12. WARRANTY.

### (a) Product Warranty (other than software).

(ai) Machine and related accessories and parts in the original configuration as agreed in the Sales Confirmation per the standard technical and performance specification:

K&S warrants these products manufactured by it to be free from defects in material for a period of one year commencing thirty (30) days from the date of shipment, save that:

- (1) there is no warranty on consumables/expendable tools (including but not limited to Capillaries, Wedges, Collets, Blades, Plunge-up Needles, Pick-up Tools, nozzles and lubricant);
- (2) the warranty for the following parts is ninety (90) days, commencing thirty (30) days from the date of shipment: fuses, lamps & bulbs, filters, vacuum cups, precision and positioning pins and plates, gripper tools, heaters and thermocouples, pedestal gaskets, ultrasonic transducers, EFO electrodes, rubber belts, wire clamps, workholder clamps and heatblocks, O-Rings, springs, and precisor wear blades; and
- (3) the warranty for accessories is ninety (90) days commencing thirty (30) days from the date of shipment.

The above warranty includes labor and parts during the warranty period. This warranty coverage shall apply solely to the machine and machine components in the original configuration as agreed in the Sales Confirmation, and per the standard technical and performance specification that are provided by the Purchaser prior to the issuance of the purchase order with any exceptions agreed to between K&S and the Purchaser and explicitly noted in the Sales Confirmation.

There is no warranty for maintenance related service and parts (including but not limited to bit holders and belts). Notwithstanding the foregoing, K&S will replace maintenance related parts delivered to the Purchaser if there is a material defect to such maintenance related parts and provided that such defect is made known in writing by the Purchaser to K&S within thirty (30) days from the date of shipment.

(aii) Accessories sold separately from machines:

K&S warrants these products to be free from defects in material for a period of ninety (90) days commencing thirty (30) days from the date of shipment.

(aiii) Parts sold separately from machines:

K&S warrants these products to be free from defects in material for a period of ninety (90) days commencing thirty (30) days from the date of shipment.

(aiv) Consumables/expendable tools sold separately from machines/custom parts:

There is no warranty for consumables/expendable tools (including but not limited to capillaries, wedges, collets, blades, plunge-up needles, pick-up tools) and/or custom parts. Notwithstanding the foregoing, K&S will replace the consumables, expendable tooling and/or custom parts delivered to the Purchaser if there is a material defect to such consumables, tooling and/or custom parts and provided that such defect is made known in writing by the Purchaser to K&S within thirty (30) days from the date of shipment.

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### (av) Services:

- (1) K&S warrants field services outside of the equipment warranty period to be free from defects in workmanship for a period of ninety (90) days commencing from the invoice date;
- (2) K&S warrants repair services on parts or accessories to be free from defects in workmanship for a period of ninety (90) days commencing from invoice date; and
- (3) There is no warranty for any training that is conducted by K&S.

K&S warrants those parts replaced under warranty for a period equal to the remaining warranty coverage of the machine or accessory receiving the part, or ninety (90) calendar days from the shipment date of the part to the Purchaser, or as otherwise agreed in the Sales Confirmation, whichever is longest.

**K&S' sole and exclusive obligation and liability under these warranty provisions titled "Product Warranty (other than software)" shall be to repair or, at its sole option, exchange defective products or the relevant part or component, but only if:** (i) the Purchaser reports the defect to K&S in writing and provides a description of the defective product and complete information about the manner of its discovery within ten (10) days of its discovery; (ii) K&S has the opportunity to investigate the reported defect and determines that the defect arises from faulty material, parts or workmanship supplied by K&S; and (iii) if deemed appropriate by K&S, the Purchaser returns the affected product, component or part to a location designated by K&S.

(b) Software Warranty. K&S warrants that the software it provides to the Purchaser will be free from manufacturing defects that would, when properly installed in a system, prevent that system from meeting the specifications supplied by K&S.

The warranty period for machine product software shall be the same as the warranty for the K&S equipment with which the software is supplied and is limited to the original software and to revisions solely applicable to the original software version supplied with the machine product and as agreed in the Sales Confirmation.

**K&S' sole and exclusive obligation and liability under this warranty shall be to correct any defect or error, at its sole option, by either replacing the original software or making available any necessary or corrective programs or alternate operating instructions, but only if:** (i) the Purchaser reports the defect to K&S in writing and provides a description of the software error and complete information about the manner of its discovery within ten (10) days of its discovery; (ii) K&S has the opportunity to investigate the reported defect to determine if the defect rises from a malfunction in program logic, or from clerical program preparation and installation or does not execute when properly installed; and (iii) if deemed appropriate by K&S, the Purchaser returns the affected software to a location designated by K&S.

This software warranty shall not apply to defects resulting from modifications not performed by K&S or to software or interfaces supplied by a third party.

(c) Warranty Limitations. Any repairs, replacements, modifications or corrections made pursuant to the foregoing warranties shall be made, at K&S' option, either at the machine site or at a qualified K&S service location.

Custom or special systems, machines and machine components are subject to the additional Warranty Terms and Conditions, if any, as expressly established in the Sales Confirmation.

Any repairs, replacements, modifications or corrections on site shall be made during Monday through Friday (excluding holidays), from 8:30 a.m. to 5:30 p.m. local time. Requests to K&S field service for on-site warranty repairs shall be carried out on a reasonable effort basis, or in accordance with specific terms and conditions established in writing between K&S and the Purchaser.

If the repair, replacement, modification or correction is made at a qualified K&S service location, freight for the return of the equipment or software to K&S and the subsequent return to the Purchaser shall be paid by the Purchaser including forwarding, transportation, insurance and other shipping costs and customs clearance charges. No product shall be returned to K&S without authorization and shipping instructions from K&S.

Where production figures have been stated or implied, such figures have been understood by the Purchaser to be estimates based on field and applications data available to K&S at the time of the support. K&S does not guarantee or warrant such production figures are applicable to all devices and/or conditions.

These warranties shall not apply to: (i) products repaired or altered or manufactured or assembled by anyone other than those authorized by K&S; (ii) products subjected to negligence, accidents or damage by circumstances beyond K&S' control; or (iii) products subjected to improper operation or maintenance (i.e. operation or maintenance not in accordance with K&S' operation manual, scheduled maintenance, installation manuals and/or instructions relating to option kits or otherwise) or for use other than the original purpose for which the product was designed to be ordinarily used. K&S reserves the right to make changes to the design of any products sold to the Purchaser at any time without incurring any obligation to install the new design on products previously purchased or shipped.

K&S shall not be responsible for the correctness, accuracy or consistency of any information provided by others, including information provided by the Purchaser.

The warranties set forth herein shall be void if the Purchaser: (i) breaches any of these Terms; or (ii) directly or indirectly sells, leases or transfers the products to a third party without K&S' prior written consent.

**THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR FOR USE UNDER ANY SPECIFIC CONDITIONS WHETHER OR NOT SUCH PURPOSE OR CONDITION MAY BE KNOWN OR MADE KNOWN TO K&S, WARRANTIES OF SATISFACTORY QUALITY OR WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.**

This warranty policy applies only to K&S products purchased directly from K&S or from an authorized K&S distributor.

**The provisions stated in paragraph 12 are the exclusive remedies of the Purchaser for product defects or any other claim of liability in connection with the purchase or use of K&S products.**

**13. REMEDIES.** In addition to K&S' remedies as stated in paragraph 3 above, and in addition to other available remedies, K&S shall have the following remedies:

In the event the Purchaser fails to make any payment when due, K&S shall be entitled to: (i) offset the overdue amount against any other funds of the Purchaser in K&S' custody; (ii) where any delay in payment is overdue for more than five (5) days, terminate K&S' obligations under these Terms and treat the Contract as cancelled by the Purchaser, in which case the Purchaser shall be liable for any amount payable pursuant to paragraph 6 above; (iii) delay the manufacture or delivery of all or part of the products and/or delay in performance of the related services sold to the Purchaser under the Contract or any other agreement between the Purchaser and K&S; and/or (iv) recover or require the Purchaser to return forthwith, at the Purchaser's expense (including proper insurance with respect thereto), all products and other materials which K&S provided to the Purchaser and with respect to which the Purchaser failed to make timely payment.

K&S reserves the right to assign any overdue amount to a third-party collection agency. The Purchaser will be responsible for all collection expenses. If K&S at any time and in its sole discretion determines that the Purchaser's financial condition or conduct jeopardizes K&S' right to payment, K&S may require payment or security in advance of shipping all or part of the products or performing related services pursuant to these Terms. K&S shall have the right to obtain an injunction against any violation of paragraphs 10 or 11 above.

K&S may terminate these Terms by written notice and with immediate effect if the Purchaser becomes insolvent or is unable to pay its debts or fails or admits its inability generally to pay its debts as they become due, or institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy law or insolvency law or other similar law affecting creditor's rights.

**14. LIMITATION OF LIABILITY.** In addition to the limitations of K&S' liability set forth in paragraph 12 above, the following limitations are also applicable:

(a) **Patent Infringement.** K&S warrants that K&S equipment does not infringe any apparatus claims of any U.S. Patent, and further, K&S agrees to defend any patent infringement suits based on any such patent claim brought against the Purchaser if such a suit is based on an assertion that the Purchaser's use of the equipment furnished by K&S infringes any such claim of a U.S. Patent, provided that: (1) the Purchaser timely notifies K&S within 10 days after the Purchaser becomes aware of any possible charge of infringement; and (2) the Purchaser gives K&S the authority to defend and settle, as well as information and assistance needed for the defense of a suit or the threats of a suit. K&S may, at its option and expense: (i) procure for the Purchaser the right to continue using the accused equipment; (ii) modify the equipment to render it non-infringing equipment; or (iii) take back the accused equipment and refund the purchase price (less depreciation) and the Purchaser's transportation and installation cost of the equipment.

The foregoing states the entire liability for patent infringement. K&S shall have no obligation to defend any infringement suit, and K&S shall have no liability to Purchaser (or any third party) whatsoever, if: (1) the Purchaser's alleged infringing use of the K&S equipment is based upon contributory infringement or results from the use of K&S' equipment in connection with a product or equipment supplied or designed by others; (2) the Purchaser's infringing use arises from the Purchaser's specific use of the K&S equipment or a use not intended by K&S; or (3) if the alleged infringement arises from designs or materials furnished by the Purchaser, or at the Purchaser's direction, to K&S.

(b) **General Limitations of Liability.** Notwithstanding any other provision herein, K&S shall not in any event have obligations or liabilities to the Purchaser or any other party for loss of profits, loss of use, loss of production, loss of information, increased cost of operation, delays in operation, cessation of operation, cost of capital, or incidental, special or consequential damages, or similar damages, whether based on contract, tort (including negligence), strict liability, or any other theory or form of action, even if K&S has been advised of the possibility thereof, arising out of or in connection with the manufacture, sale, delivery, use, repair or performance of the K&S products or software, or any K&S services, or any failure or delay in connection with any of the foregoing or for breach of any warranty set forth herein.

Without limiting the generality of the preceding sentence, K&S shall not be liable to the Purchaser for personal injury or property damages except for bodily injury, death or tangible property damage caused by the negligence of K&S or any of K&S' employees.

Notwithstanding any other provision herein, in no event shall the aggregate liability of K&S to the Purchaser arising under or in connection herewith, whether based on contract, tort (including negligence), strict liability, or any other theory or form of action, exceed the amount the Purchaser paid for the product or service to which the liability relates.

15. **FORCE MAJEURE.** K&S shall not be held responsible or liable for any loss or damage resulting from a delay in the delivery of the products or any failure to perform its obligations to the Purchaser if the causes of such delay or failure are attributable to the Purchaser or Acts of God, insurrection, prohibitive governmental restrictions, or due to strikes, embargoes, supply shortages, war, terrorism, natural disasters, pandemic, epidemic, cyberwarfare, cyberattacks resulting in the failure, malfunction or unavailability of telecommunications, data communications and computer system or other causes beyond the reasonable control of K&S (each, a "Force Majeure Event"). In the event any delay occurs because of the Force Majeure Event, the date of delivery shall be extended by at least the period of time attributable to the delay. In the event the effects of Force Majeure Event last beyond thirty (30) days, K&S shall have the right to terminate its obligations under these Terms. The aforesaid Force Majeure Event shall not delay or prevent the Purchaser's accrued obligation(s) to make payment under the Contract.

16. **INDEMNIFICATION.** The Purchaser shall defend, indemnify and hold K&S harmless from any and all liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees and costs) arising from the Purchaser's breach of these Terms, including the Purchaser's duties as described in paragraphs 10 and 11 above. The Purchaser shall also defend, indemnify, and hold K&S harmless from liability in contract, tort or for copyright, trademark, patent or other intellectual property infringement for any products furnished and manufactured by K&S in accordance with designs proposed by the Purchaser, or for the Purchaser's specific use of the products furnished by K&S.

17. **EXPORT COMPLIANCE.** The Purchaser acknowledges that the products, equipment, software or services provided under this Agreement, which may include technology and encryption, are subject to the customs, economic sanctions, and export control laws and regulations of the United States ("U.S."), Singapore, EU, and/or EU member states; may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which the Purchaser is located; and may also be subject to the customs and export laws and regulations of the country in which the products, equipment, software, and services are rendered or received. The Purchaser agrees to comply with those laws and regulations. K&S' acceptance of any order for products, equipment, software, and services is contingent upon the Purchaser's provision of a properly completed and accurate end user certification and the issuance of any applicable export license required by the U.S. Government or any other applicable national government (collectively, "Certification"). K&S is not liable for delays or failure to deliver products, software, and services resulting from the Purchaser's failure to provide or obtain such Certification. The Purchaser shall not directly or indirectly sell, lease or transfer the products, equipment, software, or services or any part thereof to a third party without K&S' prior written consent. In the event that K&S consents to any sale, lease or transfer, the Purchaser shall be responsible for obtaining the appropriate export licenses when reselling or transferring the products, equipment, software, and services, at any time, to a party other than that which was named in the original Contract and Certification as the end user of the products, equipment, software, and services

18. **EMPLOYEES.** Each of K&S and the Purchaser acknowledges that their respective employees, personnel and representatives (collectively, "Personnel") may be present at the site of the other party, and each of K&S and the Purchaser agrees that they shall be fully responsible for their Personnel, including but not limited to the payment of salary, allowances, expenses and taxes, and any injury or damage that such Personnel may sustain. If a party suffers a claim from the Personnel of the other party, the latter shall indemnify, defend, and hold the former harmless from any and all liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees and costs) arising from such claim.

#### 19. MISCELLANEOUS.

(a) **Assignment.** These Terms shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the parties hereto. The Purchaser shall not assign its duties and obligations hereunder without K&S' prior written consent.

(b) **Governing Law and Dispute Resolution.** For the purposes of this provision, if the relevant contracting K&S entity is: (i) Kulicke and Soffa Industries, Inc., the governing law shall be the laws of the Commonwealth of Pennsylvania, USA, any controversy or claim arising out of or relating to the Terms, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, the seat of the arbitration shall be Pennsylvania, USA, the venue shall be Pennsylvania, USA, the Tribunal shall consist of one arbitrator, and the language of the arbitration shall be English; (ii) Kulicke & Soffa Netherlands B.V., the governing law shall be the laws of The Netherlands, any dispute arising out of or in connection with the Terms shall be referred to and finally resolved under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, the seat of arbitration shall be Singapore, the venue shall be The Netherlands, and the language of the arbitration shall be English; and (iii) any other subsidiary or affiliate of Kulicke and Soffa Industries, Inc. that is not Kulicke & Soffa Netherlands B.V., including but not limited to Kulicke & Soffa Pte. Ltd., Kulicke and Soffa (Japan) Ltd., Kulicke & Soffa Asiapac Inc., Kulicke & Soffa Germany GmbH, Kulicke & Soffa (Suzhou) Limited and Kulicke & Soffa (Malaysia) Sdn. Bhd., the governing law shall be the laws of Singapore, any dispute arising out of or in connection with these Terms shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause, the seat of arbitration shall be Singapore, the Tribunal shall consist of one arbitrator, and the language of the arbitration shall be English.

In the event a Purchaser is incorporated in or has its principal place of business located in the People's Republic of China, K&S may, at its sole discretion, resolve any dispute arising from or in connection with these Terms by way of arbitration submitted to China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Branch which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the

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time of applying for arbitration, the Tribunal shall consist of one arbitrator, and the language of the arbitration shall be English.

These Terms, and any non-contractual obligations arising out of or in connection with these Terms, shall be governed by, construed under, and enforced in accordance with the applicable governing law pursuant to the paragraph set forth above, without reference to its conflicts of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980). If the parties are unable to resolve a dispute (including but not limited to the existence of these Terms, its validity or termination) or claim amicably, such dispute or claim shall be arbitrated and finally be resolved in accordance with the applicable arbitration mechanism pursuant to the paragraph set forth above. The arbitration award shall be final, binding and conclusive on K&S and the Purchaser and be enforceable in any court of competent jurisdiction and the parties waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority. The parties, their employees, officers, directors, counsel, consultants, and expert witnesses, shall maintain as confidential the fact of the arbitration proceeding, the arbitral award, documents exchanged or produced during the arbitration proceeding, and other documents prepared for the arbitration.

(c) Waiver. No waiver by K&S of any breach of the Terms hereof by the Purchaser shall be effective unless made in writing. Failure of K&S to object to provisions contained in any purchase order or other communication from the Purchaser (including but not limited to penalty clauses) shall not be construed as acceptance of those provisions or as a waiver of these Terms.

(d) Severability. The provisions of these Terms will, where possible, be interpreted and enforced so as to sustain their legality and enforceability and shall be enforced to the fullest extent permitted under the applicable law. If any provision hereof is adjudicated by an arbitral tribunal to be invalid or unenforceable, such provision will be deemed amended to the extent necessary to render such provision valid and enforceable and as close to the parties' intent as is permissible. Such adjudication shall not affect or impair the validity of the remaining provisions.

(e) Integration and Merger. These Terms, any Sales Confirmation, any special conditions of sale issued by K&S and any non-disclosure agreements between the Purchaser and K&S are the complete and exclusive statement of the terms of the agreement between the Purchaser and K&S. All prior proposals, negotiations and representations, if any, pertaining to this transaction shall be superseded by these Terms. Except as stated herein, no other terms, conditions, agreements or understandings, in any way modifying or adding to these Terms whether contained in the Purchaser's work order or form of acceptance or elsewhere, shall be binding on K&S unless made in writing and signed by an Authorized Representative.

(f) Third-party beneficiaries. Save for the relevant contracting K&S entity, these Terms are not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

(g) Relationship. Nothing in this Contract shall be construed as creating any partnership, employment, joint venture or agency between the Purchaser and K&S.

(h) Compliance with Law and Ethical Standards. Under ethical business standards, each party to the Contract shall establish precautions to prevent its employees or sub-contractors from making, receiving, providing or offering any gifts, lavish and/or frequent entertainment, payments, loans, or other considerations to the employees of the other party and/or their families and/or third parties in connection with the Contract.

The Purchaser shall perform all its obligations in accordance with all applicable laws, rules, regulations, decrees and/or official order ("**Laws**"), including without limitation, Laws prohibiting corrupt payments, antitrust Laws, and Laws on prevention of unfair competition or economic espionage. The Purchaser shall comply with all applicable Laws which relate to employment, workplace health and safety and Laws prohibiting slavery, forced labor and/or human trafficking and warrants that it (including its employees, agents, subcontractors or suppliers) are not involved in any offence or investigation relating to slavery, forced labor and/or human trafficking.

(i) Survival. Sections 3, 6, 7, 9, 11, 12, 13, 14, 16 and 19 shall survive the expiry or termination of these Terms for whatever reason. Without prejudice to the foregoing, any provisions of these Terms that by their nature may reasonably be presumed to have been intended to survive any termination

or expiration of these Terms, shall survive any termination or expiration of these Terms.

(j) Prevalence. If there is any inconsistency between any of these Terms and the Sales Confirmation, the provisions of the Sales Confirmation shall prevail.