

1. General

1.1 These General Terms of Offer and Sale (hereinafter referred to as "General Terms") are binding if they have been declared applicable in the offer (also called "quotation") or confirmation of order. Any other terms defined by the customer or in other documents are only valid if they have been expressly accepted by Oerlikon Balzers Coating Ltd. ("OERLIKON") in writing or electronically. THESE GENERAL TERMS EXPRESSLY LIMIT ACCEPTANCE TO ITS TERMS AND CONSTITUTES NOTICE OF OBJECTION TO ANY ADDITIONAL OR DIFFERENT TERMS IN CUSTOMER'S DOCUMENTS SO AS TO PRECLUDE THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS IN ANY RESULTING CONTRACT. IF THESE GENERAL TERMS ARE CONSTRUED AS AN ACCEPTANCE OR AS A CONFIRMATION OF AN EXISTING CONTRACT, SUCH ACCEPTANCE OR CONFIRMATION IS EXPRESSLY CONDITIONED ON CUSTOMER'S ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED HEREIN.

1.2 All quotations are valid for 30 days from date of quotation, unless OERLIKON states otherwise in writing.

1.3 Only the written or electronic confirmation of order is binding. If OERLIKON does not give a confirmation of order the invoice shall serve as the confirmation of order.

1.4 If any one or more of the provisions of these General Terms or any part or parts thereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate the remainder of these General Terms and the illegal, invalid or unenforceable provision shall be replaced by a new provision the content of which shall be as close to the legal and economic effect of the replaced provision as possible.

2. Placing of order

2.1 To be effective orders must be made in writing or electronically.

2.2 The order must contain all information relevant to OERLIKON such as number and date of OERLIKON's offer, sales person etc.

3. Scope of supply and services

OERLIKON's scope of supply and services referred to in the confirmation of order shall form part of the contract only. Further goods and services not specified therein shall be charged extra.

4. Technical documentation

4.1 Sales brochures and catalogues are not binding unless expressly stated otherwise. Specifications in technical documents are only binding as far as they have been expressly guaranteed.

4.2 OERLIKON reserves all rights to any technical documentation supplied to the customer. Without prior written consent of OERLIKON, such documentation shall neither in whole nor in part be disclosed to others or used for any purposes other than those for which they have

been supplied to the customer. In particular the customer is not entitled to reproduce or replicate components or parts thereof and services specified therein.

5. Confidentiality

Each party shall keep confidential the manufacturing and business secrets as well as any other proprietary information received from the other party to the contract and shall neither directly nor indirectly disclose the same to any third party whomsoever nor publish them in any manner whatsoever nor use them for any other purpose, in particular but without limitation for the reproduction or replication of machines, systems, components and parts thereof.

6. Norms and standards in force in the country of destination

6.1 The goods are constructed in accordance with the European norms and standards (EC marking) unless otherwise provided for in writing.

6.2 At the latest when placing the order, customer shall advise OERLIKON in writing of all other safety and operation standards in force in the country of destination. Customer shall bear the cost of any alteration or addition to the goods required to comply with standards or regulations, which have not been advised and agreed to by OERLIKON.

6.3 In case of resale or transfer of goods the customer is obliged to take measures so that the goods meet the requirements, standards and regulations to be observed at the new location and that all manuals and product related specific documents are updated accordingly for the operation of the then current product version.

7. Prices

7.1 Prices are net, FCA Place of Delivery as set out in the quotation or confirmation of order (INCOTERMS 2010), and exclusive of value added tax, sales tax and packing, unless expressly otherwise provided for in OERLIKON's offer.

7.2 Payment shall be made in freely available Swiss francs without any deductions whatsoever.

7.3 Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear any and all taxes, fees, levies, customs duties and the like, which are levied out of or in connection with the contract, or shall refund them to OERLIKON against adequate evidence in the event that OERLIKON is liable for them.

7.4 The prices will be adjusted appropriately if:

- The term of delivery has been subsequently extended due to any reason for which the customer is responsible, or
- the nature or the scope of the agreed supplies or services has changed, or
- the material or the execution has undergone changes because the information and/or

documents provided by the customer were not in conformity with the actual conditions or were incomplete.

8. Terms of payment

8.1 Payments have to be effected in accordance with the confirmation of order or invoice as the case may be. Payment will be deemed to be made when the total price agreed on has been paid to OERLIKON in Swiss francs.

8.2 No interest will be reimbursed for advance payments.

8.3 Any dates agreed for payment shall remain in full effect even where through no fault of OERLIKON delays arise in the performance of the contract. The late delivery of minor components, the absence of which does not restrict the use of the goods or any further work within the scope of OERLIKON warranty obligations, does not affect the time fixed for payment.

8.4 If OERLIKON does not receive payment by the date stipulated interest shall thereafter accrue on the sum due and owing and shall be charged immediately to the customer at the current base lending rate (three-month LIBOR plus 4 percentage points) provided that such rate shall not be less than 1.5% per month.

8.5 The retention of or deduction from payments because of complaints, disputes or claims on the part of the customer which have not been expressly agreed by OERLIKON is inadmissible. The customer may only set off possible counterclaims against payments due under this contract where OERLIKON has expressly agreed to the same in writing.

9. Reservation of title

9.1 OERLIKON shall remain the owner of all goods until having received full payment in accordance with the contract.

9.2 The customer shall cooperate in any measures necessary for the protection of OERLIKON's title. In particular upon entering into the contract it authorizes OERLIKON to enter or notify the retention of title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfil all corresponding formalities, at the customer's cost.

9.3 During the period of the retention of title, the customer shall, at its own cost, maintain the goods and insure them for the benefit of OERLIKON against theft, damage due to down-time, fire, water and other risks. It shall further take all measures to ensure that OERLIKON title is in no way prejudiced.

10. Delivery time

10.1 The time for delivery shall start as soon as the contract is entered into, the scope of supply and the specifications are defined, all relevant official formalities have been completed, payments due with the order have been made and any agreed securities have been given. The date of delivery shall be deemed to be observed if by that time OERLIKON has sent a notice to the customer informing that the goods are ready for dispatch.

10.2 OERLIKON's compliance with the time for delivery is conditional upon customer's fulfilling its contractual obligations.

10.3 The time for delivery will be extended correspondingly in case of, and OERLIKON is not responsible for claims, or loss or damage resulting from, circumstances beyond the reasonable control of OERLIKON. As soon as the circumstances delaying the delivery no longer exist, the date of delivery will be fixed anew in writing.

10.4 Unless otherwise explicitly provided for in writing, agreed delivery dates are not binding. However, six weeks after failure to deliver by an agreed nonbinding delivery date, the customer shall be entitled to request OERLIKON in writing to make delivery within a reasonable period. Failure to deliver within a reasonable period after the notice shall constitute late performance by OERLIKON.

10.5 Blanket orders may be scheduled over a 12 months' or greater period. Unless otherwise stated delivery of all goods must be taken within 12 months of order placement. An initial schedule release of 120 days is required, with a rolling 120 day firmly booked shipping schedule to follow by the first day of each calendar month. Delivery delays of more than 60 days require customer to notify OERLIKON in writing of reason for the delay. OERLIKON may bill back the difference between the unit price billed during the last 12-month period and the quoted unit price of actual quantity delivered.

10.6 If this has been agreed expressly in writing, the customer is entitled to claim liquidated damages for delayed services in so far as it can be proved that the delay has been caused by the fault of OERLIKON and that the customer has suffered a loss caused by such delay.

10.7 In the case of delayed goods or services the customer has no rights and claims other than those expressly stipulated in this clause 10; in particular he has no right to rescind the contract. This limitation, however, does not apply to gross negligence or wilful misconduct of OERLIKON.

11. Packing

Packing shall be charged for separately by OERLIKON and shall not be returnable. However, if it is declared as OERLIKON property, it shall be returned by the customer, carriage paid to the place of dispatch.

12. Passing of right of use and risk of loss

12.1 The right of use and risk of loss of the goods shall pass to the customer on the date of delivery based on delivery term FCA Place of Delivery as set out in the quotation or confirmation of order (INCOTERMS 2010), at the latest.

12.2 If delivery is delayed at the request of the customer or otherwise due to no fault of OERLIKON, the risk of loss shall pass to the customer at the date originally agreed for delivery FCA. From this date onwards the goods shall be stored and insured at the customer's expense and risk and all payments shall become due at the agreed date of delivery.

13. Shipping, transport and insurance

13.1 All goods will be shipped in export packing via lorries, railway or airfreight. OERLIKON must be notified for special requests in relation to forwarding, transport and insurance.

13.2 Transport shall be at customer's expense and risk. Objections regarding forwarding or transport shall upon receipt of the goods or of the shipping documents be immediately submitted by the customer to the last carrier.

13.3 The customer shall be responsible for taking an insurance against risks of any kind.

13.4 Customer shall comply with all applicable domestic, foreign, import, export, security and controller access laws and regulations, including obtaining all necessary security clearances for airports, cargo transport areas, and related facilities, governmental approvals and licenses in connection with the purchase of goods.

14. Inspection and acceptance of goods and services

14.1 OERLIKON shall check the goods before dispatch and the services upon completion as far as usual. Any further controls requested by the customer have to be agreed upon separately and paid for by the customer.

14.2 The customer shall inspect the goods and services within a reasonable period and shall notify OERLIKON immediately of any defects in writing. If the customer fails to do so, the goods and services shall be deemed to have been accepted.

14.3 The following clauses 14.4 till 14.7 shall not apply in the event of Components and Spare Parts Sales.

14.4 OERLIKON shall rectify the defects notified in accordance with clause 14.2 as soon as possible and the customer shall give OERLIKON the possibility of doing so. After rectification of such defects, a Final Acceptance Test shall be carried out at the request of OERLIKON or the customer, in accordance with clause 14.5.

14.5 Subject to clause 14.4 a Final Acceptance Test shall be performed by OERLIKON in the presence of the customer in accordance with terms to be mutually agreed upon separately. In the absence of such agreement the following shall apply:

- OERLIKON shall advise the customer in time of the execution of the Final Acceptance Test as to enable the customer or its representative to take part therein.
- Upon completion of Final Acceptance a Final Acceptance Certificate shall be signed by the customer and OERLIKON. Such report shall either state that the goods have been accepted or accepted with reservation or that the customer has refused the acceptance. In the last two cases, the defects shall be listed individually in a separate report that shall be signed by both parties. Any defect listed in such a report shall not give rise to a right on the part of the customer to reject the goods and the services.
- In the case of insignificant defects, in particular those which do not substantially hinder

the normal functioning of the goods or services, the customer shall not be entitled to refuse the acceptance of the goods or services and the signature of the acceptance report. OERLIKON shall rectify such defects without delay.

- In case of substantial deviations from the contract or of serious defects the customer shall give OERLIKON the possibility to make such amendments or adjustments as it considers appropriate to rectify these defects. Thereafter, the acceptance test procedure outlined above shall be repeated on a second and, if necessary, a third date (such dates to be agreed between OERLIKON and the customer).

If during the third test substantial deviations from the contract or serious defects appear again, the customer shall be entitled to claim either a price reduction or a compensation from OERLIKON, provided this has been agreed upon beforehand. If, however, the deviations and defects appearing during this test are of such importance that they cannot be rectified within a reasonable time and provided the goods and services cannot be used for their specified purpose, or such use is considerably impaired, then the customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is not economically feasible, to terminate the contract against reimbursement of the payments made by the customer for all such parts affected by the termination, in lieu of any other claims.

14.6 The Final Acceptance Test shall be deemed as passed:

- If the Final Acceptance Test is delayed for one month from the date on which OERLIKON notifies the customer it is ready to conduct the Final Acceptance Test, due to reasons beyond OERLIKON's control;
- if the customer refuses OERLIKON to get unlimited access to the goods as to perform all works necessary and/or appropriate until Final Acceptance;
- if the customer declines to accept the goods and/or services without reasonable grounds for doing so; or
- immediately if the customer uses the goods for production purposes, including but not limited to so called trial or qualification runs if and to the extent that products produced during such production activities are offered for sale by the customer.

14.7 In case of delay in installation or performance of the Final Acceptance Test due to customer's fault, customer shall be obliged to reimburse to OERLIKON all stand-by cost such as additional accommodation and travelling cost as well as a flat fee in the amount of CHF 1,500.-- per man/waiting day.

14.8 The customer has no other rights and claims in respect of any defects whatsoever in relation to goods or services than those expressly named in clause 14 and clause 15 (Warranty).

15. Warranty

15.1 Warranty period

The period of warranty is 12 months and shall commence upon dispatch of the goods FCA

or, where any acceptance test is applicable, with acceptance of the goods and services. If delivery or acceptance is delayed for reasons beyond OERLIKON control, the warranty period shall end not later than 18 months after OERLIKON has notified the customer that the goods are ready for dispatch.

For replaced or repaired parts, the warranty period shall run for another period of 6 months after replacement or completion of the repair or acceptance but not longer than a period being twice the warranty period pursuant to the preceding clause.

The warranty under this contract expires immediately if the customer or third parties make improper modifications or repairs or if the customer, in case of a defect, does not immediately take appropriate steps to mitigate the damage and give OERLIKON the possibility to make good such defect.

15.2 Liability for express warranty and defects in material, and workmanship

OERLIKON warrants the technical specifications expressly specified in the confirmation of order or the specific technical specification mutually agreed upon in writing only as well as the material and workmanship of the delivered goods and undertakes to repair or replace at its option free of charge to the customer any defective parts during the warranty period at its earliest convenience, subject to the provisions of clause 14 which shall be applicable *mutatis mutandis*. Any parts replaced shall become property of OERLIKON.

15.3 Exclusions of liability

Expressly excluded from OERLIKON's warranties and liability for defects are damages caused by normal wear, defective maintenance and handling by the customer, failure to observe the operating instructions, electrostatic effects, excessive voltage or current, excessive use, chemical or electrolytic influences, contamination or corrosion of cooling water systems of any kind, as well as any damages caused by arcing, electron beams, crucible breakage, etc., application of material, equipment and spare parts not recommended by OERLIKON, defective repairs which have not been carried out by OERLIKON or its agents, or resulting from other reasons beyond OERLIKON's control as well as in case of modifications made by the customer or improper system integration, construction, assembly and installation work not undertaken by OERLIKON, provided that the respective burden of proof is with the customer if a dispute regarding exclusion of warranty may arise.

15.4 Supplies and services of sub contractors

OERLIKON warrants for goods and services of subcontractors requested or provided by the customer to the extent of such subcontractor's warranty and liability obligations only.

15.5 Exclusivity of warranty claims

The customer shall not be entitled to any warranty, express or implied, except those specifically set forth in clause 15.1 to 15.4 and OERLIKON shall have no liabilities for any other claims, including but not limited to, claims arising

out of loss of production or any other consequential damages. This limitation, however, does not apply to gross negligence or wilful misconduct of OERLIKON.

16. Termination of the contract by OERLIKON

16.1 The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the goods or services or considerably affect the activities of OERLIKON, or if performance subsequently becomes impossible. In so far as such adaptation is not economically feasible OERLIKON shall be entitled to terminate the contract or the parts affected thereby.

16.2 If OERLIKON wishes to terminate the contract it shall - after having recognized the consequences of the event - immediately inform the customer; this applies even if an extension of the delivery time has been agreed before. In case of termination of the contract OERLIKON shall be entitled to the payment of those parts of the goods and services, which have already been delivered or carried out. Claims for damages on the part of the customer because of such termination are excluded.

17. Exclusion of further liability

17.1 OERLIKON makes no representation or warranty of any character with respect to infringement or to the exemption of the goods and services from third parties' intellectual property rights.

17.2 OERLIKON ASSUMES NO LIABILITY UNDER ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS SPECIFICALLY PROVIDED IN THESE GENERAL TERMS. Without limiting the generality of the foregoing, this exclusion from liability includes, but is not limited to, claims, arising out of loss of production, expenses for downtime, lost profits, lost sales, injury to person or property or any other incidental or consequential loss.

17.3 In no circumstances shall OERLIKON's maximum aggregate liability with respect to any claims, losses and damages arising out of the contract, or its performance or breach exceed the amount of the purchase price received under the contract.

17.4 These exclusions, however, shall not apply to gross negligence or wilful misconduct of OERLIKON.

17.5 Notwithstanding the foregoing, nothing herein shall limit OERLIKON's liability if, and only to the extent that, limitation or exclusion of such liability is prohibited by or contrary to the Product Liability Act or other applicable law, provided that the customer will indemnify OERLIKON for all non-contractual claims for product liability raised by third parties if the occurrence of the loss or damage is not clearly imputable to OERLIKON.

18. No liability for additional obligations

OERLIKON is not liable for claims of the customer arising out of insufficient information or

faulty advice and the like or out of breach of any additional obligations whatsoever except where caused by OERLIKON's gross negligence or wilful misconduct.

19. Trademark

The customer is not authorized to use any OERLIKON Trademarks unless otherwise provided for in writing.

20. Assembly and installations

If OERLIKON also undertakes the assembly and installation or the supervision of the installation the "General Terms for Assembly and Installation" of OERLIKON are applicable thereto.

21. Right of First Refusal

In the event customer shall desire to sell coating equipment purchased from OERLIKON to third parties other than an Affiliated Company, it may sell such coating equipment only after first offering it to OERLIKON by registered mail. OERLIKON shall have the option (exercisable by written notice to customer within 15 days after receipt of such offer) but not the obligation to purchase such coating equipment at fair market price.

"Affiliated Company" is any corporation, company, or other entity, which: (i) is controlled by the customer; or (ii) controls the customer ("Parent Company"); or is controlled by such Parent Company or (iii) is under common control with the customer. For this purpose "control" means ownership or control, direct or indirect, of more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity. An entity is considered an Affiliated Company only so long as such ownership or control exists.

22. Applicable law and Place of Jurisdiction

22.1 These General Terms shall be construed and the legal relations between the parties shall be determined in accordance with the substantive law provisions of Switzerland, with the exclusion of the conflict of laws provisions of Switzerland. The uniform UN law of sales (CISG) shall not be applicable.

22.2 Any dispute arising in connection with these General Terms or any related contract shall be submitted to the courts of Liechtenstein, having jurisdiction over OERLIKON, provided that OERLIKON shall always be permitted to bring any action or proceedings against customer in any court of competent jurisdiction.

22.3 In any action brought under or in connection with these General Terms or any related contract, the prevailing party shall be entitled to recover its actual costs and attorneys' fees and all other litigation costs, including expert witness fees, and all actual attorneys' fees and costs incurred in connection with the enforcement of a judgment arising from any action or proceeding.

22.4 The parties acknowledge that the only official text of these General Terms and related documents is that written in English and that any translations into other languages, even if

signed by both parties shall not be binding. In case of difference between the various texts, the English text shall prevail.

Oerlikon Balzers Coating Ltd.

Iramali 18
LI-9496 Balzers
Liechtenstein