

TERMS AND CONDITIONS

1. **GENERAL.** Orders are accepted by Seller subject to these terms and conditions. In case of a conflict, inconsistency or addition not expressly accepted in writing by Seller, the terms and conditions of sale provided herein shall be considered as superseding the conflicting, inconsistent or additional terms stated in Buyers purchase order, order form, contract or otherwise. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract between Buyer and Seller, which contract cannot be modified or canceled without the written agreement of both parties.
2. **SHIPMENT.** Seller shall attempt to comply with, but will not guarantee, shipping date and loading and routing instructions. Seller reserves the right to allow or prorate shipments against all orders whenever, in its judgment, an oversold condition exists as to any particular product manufactured or sold by it. In the event of a default by Buyer, Seller may decline to make further shipments without waiving any of its rights under such order. If, despite such default, Seller elects to continue to make shipment, its action shall not constitute a waiver regarding, or otherwise diminish, Sellers legal remedies with respect to such default or any future default.
3. **TITLE AND DELIVERY.** All sales are made FCA factory, Incoterms 2000 and Buyer shall pay all freight, duties, cartage and handling. Title and risk of loss or damage shall pass from Seller to Buyer upon Sellers putting the material purchased hereunder in good condition into the possession of a common carrier, such carrier acting as Buyers agent. All claims for damages must be filed with the carrier.
4. **PRICES.** Irrespective of any prices quoted by Seller or listed on Buyers order, an order is accepted only at the prices shown on Sellers written quotation. Installation of utilities required for equipment is not included in the specified price.
5. **PAYMENT TERMS.** Invoices are payable at the place set forth on the written quotation or the invoice no later than thirty (30) days after the date of the invoice. Any exchange charges, any charges for nonpar clearance of checks or collection charges (including reasonable attorney's fees) will be paid by Buyer. Terms of payment are subject to change by Seller. All orders are subject to credit approval by Seller. The amount of any credit extended by Seller to Buyer may be changed, and such credit may be withdrawn by Seller. With respect to an order on which credit is not extended by Seller or, if extended, is subsequently withdrawn, shipment or delivery shall be made, at Sellers election, Cash with Order (in whole or in part), C.O.D. or Sight Draft attached to Bill of Lading or other shipping documents, with all costs of collection (plus 18% interest on Sight Drafts not paid at maturity) for the account of Buyer. If, in the judgment of Seller, the financial condition of Buyer does not justify continuation of production or shipment on the terms of payment originally specified, Seller may require full or partial payment in advance. In the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled, in addition to any other remedies at law or in equity, to (i) stop or divert any shipment in transit, (ii) cancel any order then outstanding and/or (iii) receive reimbursement for its cancellation charges.

Each shipment shall be considered a separate independent transaction, and payment therefore shall be made accordingly. If for any reason Buyer is not prepared to accept delivery of goods, Seller may store the goods at Buyers expense and risk in the name of Buyer, and such storage shall constitute shipment and delivery to Buyer.
6. **TAXES.** Quoted prices do not include federal, state or local excise, sales, use or similar taxes. Accordingly, in addition to the prices specified on the written quotation, the amount of any applicable excise, sales, use and/or similar taxes will appear as separate items on the invoice and will be paid by Buyer unless prior to shipment Seller receives an appropriate tax exemption certificate from Buyer.

7. CUSTOMER SPECIFIC ACCEPTANCE (CSA). Except as provided in Sellers quotation, Sellers standard commercial factory acceptance test(s) performed at Sellers factory will comprise acceptance for the equipment sold by Seller. If Sellers quotation references CSA provisions, then Buyer will accept the purchased equipment in accordance with such CSA provisions. The parties will give priority to achieving CSA and the purchased equipment shall not be used by Buyer for material production, for development of new processes or for any purposes other than achieving CSA, prior to successful completion or waiver of the CSA provisions.

Any such use of the equipment prior to successful completion of the CSA provisions shall be deemed to constitute CSA passage. If CSA procedures have not been commenced within 30 days after delivery (through no fault of Seller), then the equipment shall be deemed to have achieved CSA. It is the responsibility of the Buyer to ensure that all the required facilities are ready for successful commencement of CSA on delivery of the equipment. If CSA has not been commenced within 30 days after delivery and completed within 60 days after delivery, (through no fault of Seller), the equipment shall be deemed accepted and as having achieved CSA.

8. FORCE MAJEURE. Seller shall not be liable for failure to perform occasioned by strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor or transportation, fires, storms, floods, earthquakes, explosions, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, orders given priority by any public authority or any other cause beyond the reasonable control of Seller.

9. CANCELLATION. In the event of attempted cancellation by Buyer of any order, Buyer shall pay Seller a cancellation and re-stocking charge based upon the timing of the attempted cancellation notice as follows:

Days Attempted

Cancellation Notice Given Cancellation Fee Equals Before Confirmed the Following Percentage Shipment Date of Order of Purchase Price

- More than 90 days - 35%
- 61 - 90 days - 50%
- 31 - 60 days - 75%
- 0 - 30 days - 100%

Higher cancellation charges, up to the full value of the order, may apply in the case of special, custom or modified equipment.

10. ASSIGNMENT. Buyer shall not assign this order or any portion thereof without the prior written consent of Seller.

11. WARRANTY. Seller warrants to the Buyer that new equipment will be free of defects in material and workmanship for 90 days from shipping, whichever occurs first. This warranty covers the cost of parts and labor (including, where applicable, field service labor and travel required to restore the equipment to normal operation).

Seller's obligation under these warranties is limited to repairing or replacing at Sellers option defective non-expendable parts or software. These services will be performed, at Sellers option, at either Sellers facility or Buyers business location. For repairs performed at Sellers facility, Buyer must contact Seller in advance for authorization to return equipment and must follow Sellers shipping instructions. Freight charges and shipments to Seller are Buyer's responsibility. Seller will return the equipment to Buyer at Sellers expense. All parts used in making warranty repairs will be new or of equal functional quality.

The warranty obligation of Seller shall not extend to defects that do not impair service or to provide

warranty service beyond normal business hours, Monday through Friday (excluding Seller holidays). No claim will be allowed for any defect unless Seller shall have received notice of the defect within thirty days following its discovery by Buyer. Also, no claim will be allowed for equipment damaged in shipment. Within thirty days of Buyers receipt of equipment, Seller must receive notice of any defect which Buyer could have discovered by prompt inspection.

Expendable items ARE SPECIFICALLY EXCLUDED FROM THE FOREGOING WARRANTIES AND ARE NOT WARRANTED. All used equipment is sold AS IS, WHERE IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

Seller assumes no liability under the above warranties for equipment or system failures resulting from (1) abuse, misuse, modification or mishandling; (2) damage due to forces external to the machine including, but not limited to, acts of God, flooding, power surges, power failures, defective electrical work, transportation, foreign equipment/attachments or Buyer-supplied replacement parts or utilities or services such as gas; (3) improper operation or maintenance or (4) failure to perform preventive maintenance in accordance with Sellers recommendations (including keeping an accurate log of preventive maintenance). In addition, this warranty does not apply if any equipment or part has been modified without the written permission of Seller or if any Seller serial number has been removed or defaced. No one is authorized to extend or alter these warranties on Sellers behalf without the written authorization of Seller.

- 12. NO CONSEQUENTIAL DAMAGES. LIMITATION OF LIABILITY.** Seller shall not be liable for consequential damages, for anticipated or lost profits, incidental, indirect, special or punitive damages, loss of time, loss of use, or other losses, even if advised of the possibility of such damages, incurred by Buyer or any third party in connection with the equipment or services provided by Seller. In no event will Sellers liability in connection with the equipment or services provided by Seller exceed the amounts paid to Seller by Buyer hereunder.
- 13. NONSOLICITATION.** Buyer will not solicit the employment of any employee of Seller who has come into contact with Buyer in connection with the products or services provided to Buyer hereunder.
- 14. COMPLIANCE WITH LAWS.** All quotations by Seller and all purchase orders are subject to compliance with all applicable laws, including, without limitation, the export control laws of the Republic Of Korea.