

MYCROPORE Terms and Conditions of Sale

GOVERNING TERMS

All products, materials, components, goods, commodities, software, technology and any other items (the "Products") and services offered for sale by Mycropore, Inc. and its affiliates and subsidiaries (collectively, "Mycropore") are sold subject to these terms and conditions of sale (these "Terms and Conditions"). These Terms and Conditions shall apply to the sale of the Products and/or services described in the Mycropore Quotation, Sales Order, Invoice, or other contract documentation to which these Terms and Conditions are attached or incorporated by reference. Except as expressly agreed by an authorized representative (manager position and above) of Mycropore in writing, no other terms, and conditions, including any terms and conditions attached to, or contained within, Buyer's request for quotation, acknowledgment, purchase order or other contract documentation shall apply. Buyer's acceptance of the Products or services delivered by Mycropore shall constitute an affirmation by Buyer that these Terms and Conditions govern the purchase and sale of the Products or services. **THESE TERMS AND CONDITIONS SHALL SUPERSEDE ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS PROPOSED BY BUYER OR CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER.**

PRICES, TAXES AND PAYMENT

All prices are firm unless otherwise agreed to in writing. Mycropore reserves the right to change the prices and specifications of its Products at any time without notice. Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Mycropore is required to prepay any such tax, Buyer will reimburse Mycropore. Payment terms shall be net 30 days after shipment by Mycropore. An interest charge equal to 1 1/2% per month (18% per year) will be added to invoices outstanding beyond 30 days after shipment. In addition Mycropore reserves the right to require pre-paid payment terms from any Buyer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record. Mycropore may also refuse to sell to any person until overdue accounts are paid in full. Buyer hereby grants to Mycropore a purchase money security interest in the Products sold to Buyer and the proceeds thereof in the amount of the purchase price until such purchase price is indefeasibly paid in cash in full. Buyer hereby authorizes Mycropore to file such financing statements and other instruments that Mycropore desires to perfect, protect or enforce Mycropore' security interest.

DELIVERY AND SHIPMENT

Mycropore will make every effort to ship the Products or provide the services hereunder in accordance with the requested delivery date, provided that Mycropore accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery. Mycropore may make partial deliveries. All partial deliveries will be separately invoiced by Mycropore

and shall be paid for when due by Buyer regardless of the timing of any subsequent delivery. Any delay in delivery of any partial installment shall not relieve Buyer of its obligation to accept remaining deliveries. All shipment costs shall be paid by Buyer, and if prepaid by Mycropore, the amount thereof shall be reimbursed to Mycropore. Any and all claims for loss or damage to the Products in transit should be made directly to the carrier and not to Mycropore. A typical delivery lead-time is provided herein in Appendix 1.

TITLE

Title to the Products shall remain with Mycropore until the occurrence of the following events: a) when the point of origin of the shipment is within the country of destination, upon the shipment of the Products from the Mycropore facility; b) when the point of origin of the shipment is not within the country of destination, upon the arrival of the Products at the Port of Entry of the destination country.

RISK OF LOSS

The risk of loss or damage to the Products shall be assumed by Buyer upon the occurrence of the following events: a) when the point of origin of the shipment is within the country of destination, upon the shipment of the Products from the Mycropore facility; b) when the point of origin of the shipment is not within the country of destination, upon the arrival of the Products at the Port of Entry of the destination country.

INSPECTION

Buyer shall be responsible for inspecting all Products shipped hereunder prior to acceptance, provided, that if, Buyer shall not have given Mycropore written notice of rejection within 30 days following shipment to Buyer, the Products shall be deemed to have been accepted by Buyer.

DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

The Products shall be covered by the applicable Mycropore standard warranty. **NO OTHER EXPRESS OR IMPLIED WARRANTY IS MADE WITH RESPECT TO THE PRODUCTS. MYCROPORE EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.** Any model or sample furnished to the Buyer is merely illustrative of the general type and quality of goods and does not represent that the Products will conform to the model or sample. Buyer's remedies under Mycropore' warranty shall be limited to repair or replacement of the Product or component thereof which failed to conform to Mycropore' warranty.

RETURNED PRODUCTS

No Products shipped under these Terms and Conditions may be returned without the express prior authorization of Mycropore. All returns of Products are subject to a restocking charge. No returns will be authorized after 60 days following shipment to Buyer.

TECHNICAL ADVICE

Mycropore may, at Buyer's request, furnish technical assistance, advice and information with respect to the Products, if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at the Buyer's risk, and which is provided subject to the disclaimers set forth in paragraph 7.

AGENTS, ETC.

No agent, employee or other representative has the right to modify or expand Mycropore' standard warranty applicable to the Product(s) or to make any representations as to the Product(s) other than those set forth in Mycropore' Product literature and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of these Terms and Conditions.

MODIFICATIONS, WAIVER, TERMINATION

These Terms and Conditions may be modified, and any breach hereunder may be waived, only by a writing signed by the party against whom enforcement thereof is sought. Mycropore reserves the right, among other remedies, either to terminate or suspend further deliveries under these Terms and Conditions in the event Buyer fails to pay for any shipment or release when the same is due in accordance with Mycropore' invoice.

GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws (other than those relating to conflict of laws questions) of the Taiwan.

VENUE

The parties agree that any and all disputes or controversies arising under, out of or in connection with these Terms and Conditions or the sale or performance of the Products or services shall be brought exclusively in either the courts of Taiwan, to whose jurisdiction for such purposes Mycropore and Buyer each hereby irrevocably consent and submit.

LIMITATION OF LIABILITY

IN NO EVENT SHALL MYCROPORE (INCLUDING ITS AFFILIATES AND SUBSIDIARIES) BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MYCROPORE' TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THESE TERMS AND CONDITIONS OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS OR SERVICES OR UNITS THEREOF WHICH GIVES RISE TO THE CLAIM.

ASSIGNMENT

Buyer shall not assign its rights or its obligations under these Terms and Conditions without the written consent of Mycropore.

CANCELLATION PRIOR TO SHIPMENT

In the event Buyer requests that an order for Products or services which it has placed with Mycropore be cancelled prior to shipment, and with which request Mycropore agrees, Buyer shall be liable to Mycropore for all Products already manufactured at the time of notice of cancellation and all costs incurred by Mycropore as a result of such cancellation, including but not limited to, cancellation costs to suppliers and unreimbursed advances on Products, if any, together with any specifically identifiable incidental and consequential expenses.

PERFORMANCE

Unless otherwise agreed to in writing, Mycropore reserves the right to make design changes which Mycropore believes will improve its Products. Mycropore may also satisfy customer purchase orders by shipping 90-110% of ordered quantities for nonstandard Products depending on actual yield from such nonstandard Product runs. Mycropore shall only charge Buyer for actual quantities shipped. Mycropore' performance shall be excused in the event of strikes, accidents, fires, unavailability of materials and all other causes beyond the control of Mycropore. The quantity shipped during any month may be limited by Mycropore to either: (a) the average of the monthly quantities purchased by Buyer for the preceding month(s) or (b) the maximum quantity to be purchased divided by the number of months in the period of the contract documentation.

SALE CONVEYS LIMITED LICENSE; NO REVERSE ENGINEERING

Buyer acknowledges that the Products, components of the Products, and methods of making and using the Products are protected by intellectual property rights owned by Mycropore. Mycropore is and shall remain the sole and exclusive owner of any software and any intellectual property incorporated into or embodied in the Products at all times. The Products are offered for sale and sold by Mycropore hereunder expressly subject to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any intellectual property rights of Mycropore with respect to any invention of Mycropore or any third party, patented or not patented, embodied in Mycropore' Products, processes, sales literature or manufacturing operations; except that Mycropore hereby grants to Buyer, under Mycropore' intellectual property rights, a limited, non-exclusive, non-transferable, non-sublicensable, nonassignable license to use such Mycropore intellectual property solely as necessary to use the Products in Buyer's business. Seller expressly reserves all of its rights under such intellectual property rights, and no manufacture to Buyer's specifications grants any ownership by or conveyance to Buyer of or to any property right in any invention of Mycropore. Buyer shall not attempt to reverse engineer or otherwise discover Mycropore' intellectual property, patentable, patented or non-patented inventions, trade secrets, secret processes or other confidential information embodied or contained in Mycropore' Products.

TOOL OWNERSHIP

All tools, dies, and patterns produced by or at the request of Mycropore, or otherwise utilized by Mycropore in the production of any Products sold to Buyer, shall remain the exclusive property of Mycropore. Mycropore reserves the right to

advertise and/or sell any of the foregoing items and any of its Products produced therewith, unless otherwise specifically agreed to in writing by an authorized representative of Mycropore.

GENERAL PROVISIONS

The failure of Mycropore to enforce at any time any of the provisions of these Terms and Conditions, to exercise any election or option provided herein, or to require at any time performance by Buyer of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions, or the right of Mycropore thereafter to enforce each and every such provision. These Terms and Conditions contain the complete and exclusive statement of the agreement between the parties in connection with the subject Products and/or services and supercedes any previous understandings, communications, commitments, or agreements, oral or written. Buyer warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Mycropore any gratuity with a view toward influencing such person with respect to the terms, conditions or performance of these Terms and Conditions or any contracts with Mycropore. Mycropore and Buyer are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of these Terms and Conditions that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from these Terms and Conditions with respect to such party or circumstance without invalidating the remainder of these Terms and Conditions or the application of such provision to other persons or circumstances. The provisions of these Terms and Conditions which by their nature are required to survive the expiration or earlier termination of these Terms and Conditions shall survive such termination or earlier termination. The headings used in these Terms and Conditions are for convenience of reference only and shall not be conclusive as to their meaning.

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Appendix 1 "Products", "Specifications Status" "Delivery Lead-time"

items	Products:	Specification Status:	Typical Lead time
1.	SlurriGard™ series CMP Disposable filters	Pore size from: <ul style="list-style-type: none"> DUO3 series: 0.07, 0.1, 0.2um, 0.3um, 0.5um, 1.0um, 1.5um, 3um, 5um, 7um, 9um, 11um, 13um Inlet/Outlet:- <ul style="list-style-type: none"> ST-Quick Connect Flaretek 3/8" SW 1/4" 	4 weeks
2.	SlurriGard™ series CMP Cartridge filters	Pore size from: <ul style="list-style-type: none"> As above Cartridge Adaptor <ul style="list-style-type: none"> 2-222/Flat 	4 weeks
3.	BuffaEtch III Filter Special 4" version for AMAT CMP tool	AMAT Tool DI, DHF, NH4OH megasonic tank recirc filter for all nodes: Pore sizes: 0.1um, 0.05um, Cartridge Adaptor <ul style="list-style-type: none"> 2-222/Flat 	4 weeks
4.	CoopaGard™ II Filter	High purity plating: Copper Sulphate TSV and Damascene for LAM Tool ECP Filter Pore sizes: 0.1um, 0.05um Cartridge Adaptor <ul style="list-style-type: none"> 2-222/Flat SAC Filter Pore size: 1.5um, 3.0um <ul style="list-style-type: none"> 5" Disposable 	4-6 weeks
5.	FluoroFlo series	AT All fluoropolymer filter. PTFE membrane / PFA support for medium high temperature, strong acid, strong alkaline with peroxides applications for 40nm Node	4-8 weeks
6.	DirectDIGard series	Use in DIW process. Pore size: 0.1um, 0.2um, 0.45um, 1.2um	4-6 weeks
7.	Semiconductor grade PFA housing	Ezelock PFA Housing 10" / 20" / 30"	4-8 weeks