

AIXTRON SE

General Terms and Conditions of Purchase

I. General – Application

1. Our General Terms and Conditions of Purchase ("Purchase Terms") shall apply exclusively. Any contradictory terms or any of the Supplier's/Service Provider's terms and conditions of supply that may deviate from our Purchase Terms will not become part of the contract, unless approved by us explicitly in writing. Our Purchase Terms shall also apply even if we accept the Supplier's or Service Provider's deliveries unconditionally in full awareness of contradictory conditions or conditions of the Supplier or Service Provider that deviate from our Purchase Terms.

By confirming the order the Supplier/Service Provider accepts our Purchase Terms and by carrying out the order the Supplier/Service Provider acknowledges the exclusive application of our Purchase Terms.

2. Our Purchase Terms shall also apply to any future business with the Supplier/Service Provider based on the ongoing business relationship.

3. All agreements that are made between us and the Supplier/Service Provider for the purpose of implementing the contract must be in written form.

4. Our Purchase Terms shall only apply in relation to entrepreneurs in accordance with § 310 (4) of the German Civil Code (*BGB*).

II. Offers – Offer Documentation - Statements of Intent

1. If we do not respond to a proposal or request from the Supplier/Service Provider, this shall not be deemed agreement or acceptance.

2. Each order is subject to confirmation unless a specific period during which we are bound to the order is expressly indicated therein.

3. The Supplier/Service Provider shall be bound to any offer submitted to us for a period of two (2) weeks. The Supplier/Service Provider shall be required to accept our order within two (2) weeks (receipt of acceptance by us).

4. Any subcontracting by the Supplier/Service Provider to third parties shall require our prior approval.

III. Changes to Supplies or Services – Documentation - Packaging

1. The Supplier/Service Provider shall provide all proofs that we need to examine the supplies/services or to use the supplies/services in Germany and abroad (e.g. test certificates, inspection certificates, certificates of origin, supplier declarations) at no charge to us upon request.

2. The Supplier/Service Provider shall be required to inform us in writing before accepting any order placed by us in cases where the Supplier/Service Provider has made changes to the composition of the processed material or the construction design as compared to supplies or services of the same kind provided to us previously. Any such changes after conclusion of the

contract shall not be permissible without our prior written approval.

3. All documents which the Supplier/Service Provider prepares in order to carry out an order placed by us must be checked by it as to correctness and completeness. The Supplier/Service Provider shall be required to notify us of any errors or uncertainties discovered by it in such documents. If the Supplier/Service Provider willfully or negligently breaches this duty, the Supplier/Service Provider shall compensate any damage or loss incurred by us as a result of such breach of duty.

Any documents provided by us to the Supplier/Service Provider for the purpose of carrying out our order must be checked by it as to correctness and completeness before carrying out our order. The Supplier/Service Provider shall promptly notify us of any errors or uncertainties discovered by it in such documents.

4. Together with each delivery of supplies or provision of services the Supplier/Service Provider shall send all drawings, calculations, quantity lists, concepts as actually executed and all other technical documents related to the supplies. The documents must be in German and meet German standards and be copyable. All documents will have to be adjusted by the Supplier/Service Provider to changes made to the supplies/services as subsequently agreed.

5. We reserve ownership and copyrights with respect to all illustrations, drawings, calculations and other documents; they may not be disclosed to any third parties without our prior written approval. Such documents shall exclusively be used for manufactures as ordered by us; after the order has been carried out, they shall be returned to us upon request. They must be kept secret from third parties.

6. The Supplier/Service Provider shall take back packaging if requested by us (take-back obligation). The place of performance for taking back packaging within the meaning of §§ 4, 5 and 6 of the Regulation on Packaging (*Verpackungs-VO*) shall be the registered office of AIXTRON SE. The Supplier/Service Provider shall bear all costs related to taking back packaging or transporting packaging back to its registered office.

IV. Delivery Date

1. The delivery date indicated in the order will be binding. Compliance with the delivery date shall be determined by the date of delivery of the supplies/provision of the services at the place of performance designated by us. Any circumstances which may endanger compliance with the agreed delivery date must immediately be notified to us in writing by the Supplier/Service Provider.

2. If the Supplier/Service Provider is in default of delivery, we are entitled to demand a penalty in an amount of 0.5% of the net delivery value of the supplies/services concerned for each full week, but not

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more than 5% in the aggregate. We are entitled to assert such penalty in addition to performance. We may declare the reservation of asserting the penalty up to thirty (30) days after receipt of the Supplier's/Service Provider's invoice. In the same manner, further claims for damages shall not be affected by the penalty agreed herein.

3. We are entitled to reject supplies delivered early. If we do, however, accept such early supplies, the goods will be stored until the agreed delivery date on our premises at the cost and risk of the Supplier/Service Provider.

V. Prices, Passing Over of Risk

1. Unless expressly otherwise agreed, all prices are fixed prices and include free delivery to the shipping address indicated in the order.

All prices include shipping and packaging costs, taxes, customs duties, start-up costs, fees and other charges. Statutory value added tax is also included in each price.

2. Any surcharges for small quantities, minimum order values or less favorable conditions for small quantities will not be accepted by us.

3. Each delivery must be accompanied by shipping documents and/or delivery notes indicating what goods are delivered and containing our order number and any other of our applicable order identifications. We will receive a dispatch note containing such information at the latest when the goods are dispatched. If the shipping documents and/or delivery notes requested for a supply are not provided to us in a timely manner due to any fault on the Supplier's/Service Provider's part, the Supplier/Service Provider shall be responsible for all resulting consequences. Without limiting the generality of the foregoing, we may be entitled to store the supplies at the cost and risk of the Supplier/Service Provider.

4. Unless otherwise agreed in writing, the risk shall pass over only upon receipt of the goods at the shipping address indicated by us in the order.

VI. Insurance

We have our own insurance. We do not accept any insurance costs for supplies.

VII. Invoices, Payments

1. Invoices must be prepared for each order/delivery separately reflecting our order number and any other of our applicable order identifications showing our address as invoice address, unless any other invoice address is indicated in the order. Any copies of invoices must be identified as such. The Supplier shall ensure that its invoices are issued in accordance with § 14 of the German VAT Act (*UStG*).

We can process invoices only if they contain the order number as indicated in our order; the Supplier/Service Provider shall be responsible for all consequences resulting from non-compliance with this duty.

2. Payments will be made in accordance with the terms stated in the order.

Unless otherwise agreed in writing, we will pay the invoiced amount within fourteen (14) days less a discount of 3% or net within thirty (30) days from the date of receipt of the goods and receipt of a proper invoice.

We may also deduct the discount if we set off a justified counterclaim within fourteen (14) days against the amount invoiced by the Supplier/Service Provider.

3. We will have all rights of set-off and rights of retention to the extent provided by law. The Supplier/Service Provider may only set off any counterclaims against our claims if such counterclaims are not disputed by us or have been finally decided by a court. This applies also to the exercise of any right of retention which must additionally be based on the same contractual relationship.

4. Any payment that we make shall not be deemed acceptance of supplies or services as being in conformity with the contract.

VIII. Quality Assurance – Supplier Audit

1. The Supplier/Service Provider shall maintain a recognized and suitable quality assurance system for its supplies and services.

2. If requested by us, the Supplier/Service Provider shall provide proof of the existence of a recognized quality assurance system. We are entitled to audit the quality assurance system on the Supplier's/Service Provider's premises as regards its existence and application during regular business hours following advance notification. For this purpose, the Supplier/Service Provider shall allow us access to all relevant documents. We shall treat all information regarding the Supplier/Service Provider made accessible or available to us in this context confidentially. We shall also have such rights if there are grounds to suspect that the Supplier/Service Provider has failed to comply with any of the principles set out in Section XIX. (Compliance); in such a case the audit may also be performed by a third party who has been authorized by us and who is subject to confidentiality. The Supplier/Service Provider shall bear the reasonable costs of any audit if it is determined in the context of such audit that the Supplier/Service Provider has breached any of the duties set forth in Section XIX. The results of each audit will be notified to the Supplier/Service Provider.

3. The Supplier/Service Provider shall impose similar obligations on any lower-tier supplier (if and to the extent that such lower-tier supplier provides services or makes supplies used for any supplies or services that will be provided to us). This shall also apply in particular to our right to perform an audit on the premises of any lower-tier supplier as provided for in para. 2 above.

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4. In the event of any breach of the duties described in this Section we reserve the right to demand that the Supplier/Service carry out corrective actions within a reasonable period. In particular in case of a serious breach (e.g. failure to maintain a quality assurance system or to take corrective actions within a reasonable period) we shall be entitled to end individual contracts, either by withdrawing from or terminating such contracts, and, if adherence to the business relationship with the Supplier/Service Provider is no longer reasonably acceptable to us, we may also end all contractual relationships. We reserve the right to assert claims for damages and any other rights that we may have.

IX. Warranty

1. The limitation period for claims based on defects shall be thirty-six (36) months as from the passing of the risk unless longer statutory limitations periods apply.

2. Any complaint of a defect shall in any event be deemed timely if it is raised by us within two (2) weeks after receipt of the supplies or, in case of hidden defects, within two (2) weeks after the defects have been discovered.

3. The Supplier/Service Provider warrants that all of its supplies and services will be in accordance with state of the art technology and in compliance with all applicable laws, the relevant environmental protection, accident prevention and other working protection conditions and the generally accepted safety and medical protection conditions in Germany, unless otherwise agreed. If the Supplier/Service Provider is aware of the final destination of its supplies/services at the time of conclusion of the contract, the Supplier/Service Provider shall comply with the provisions applicable at the place of destination.

4. The Supplier/Service Provider warrants that the impact on the environment caused by the manufacture and use/consumption and disposal, if necessary, of any of the products delivered by it will be as low as possible in accordance with state of the art technology at the time of conclusion of the contract.

5. We will be fully entitled to all warranty claims provided for by law. Nevertheless we shall be entitled to demand at our choice that the Supplier remove a defect or supply a replacement. In such a case the Supplier shall be obligated to bear all expenses required for the removal of the defect or the replacement supply. It is expressly agreed that the right to claim damages, in particular damages in lieu of performance, shall not be affected.

6. If the Supplier fails to comply with its duty to perform subsequently (*Nacherfüllungsverpflichtung*) within a reasonable period set by us, we may take all required corrective actions (*Nachbesserungsmaßnahmen*) at the Supplier's cost and risk either ourselves and/or have them performed by a qualified third party.

In case of imminent danger or in order to prevent significant damage or loss also in the interest of the Supplier/Service Provider, we are entitled to remove any defect ourselves at the Supplier's expense if the Supplier/Service Provider cannot be reached. We will, however, notify the Supplier/Service Provider as soon as possible.

7. Our consent to drawings, calculations and other technical documents of the Supplier/Service Provider shall not affect any claims that we may have against the Supplier/Service Provider based on defects as regards performance. The foregoing shall apply accordingly if we have made any proposals or any recommendations to the Supplier/Service Provider for the performance of the contract. Any such proposals or recommendations will affect the warranty obligations of the Supplier/Service Provider only if expressly agreed.

X. Product Liability

1. If the Supplier/Service Provider is responsible for a product defect (*Produktschaden*), the Supplier/Service Provider shall be obligated to hold us harmless from and indemnify us against any claim by a third party upon first demand, provided that the cause of such defect lies within the Supplier's/Service Provider's organization and sphere of control and that the Supplier/Service Provider itself is liable to such third party.

2. The Supplier shall further be obligated to reimburse to us any expenses pursuant to §§ 683, 670 et seq. of the German Civil Code and §§ 830, 840, 426 of the German Civil Code incurred as a result of or in connection with a call-back campaign carried out by us. We will inform the Supplier/Service Provider – if possible – of the nature and scope of any call-back campaign to be carried out and give the Supplier/Service Provider an opportunity to comment. Any further claims provided for by law shall remain unaffected.

3. The Supplier agrees to purchase and maintain product liability insurance with lump-sum coverage in an amount of €5 million for each personal injury/property damage claim; if we are entitled to further damages, any such claims shall remain unaffected.

XI. Intellectual Property Rights

1. The Supplier guarantees that its supplies or services will not as such or as a result of their use infringe any intellectual property rights of third parties in Germany or, if the Supplier/Service Provider is aware at the time of conclusion of the contract of the final destination of its supplies or services, at the place of destination, and we shall be entitled to use or resell them without any restrictions or limitations.

2. If a claim is made against us by a third party based on a willful or negligent infringement of any intellectual property right held by such third party, the Supplier shall be obligated to hold us harmless from and

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indemnify us against such claim upon first written demand; we shall not be entitled to enter into any agreements with such third parties at the Supplier's/Service Provider's expenses including, but not limited to, settlement agreements, without obtaining the Supplier's prior approval.

3. The obligation of the Supplier to hold us harmless and to indemnify us as described above relates to all expenses necessarily incurred by us from or in connection with any third party claim.

4. The period of limitation for any claims based on a legal defect shall be three (3) years from the date on which we have or ought to have been aware of such legal defect, but shall not exceed a period of five (5) years from the date on which the risk passes over.

5. The Supplier/Service Provider is not allowed to deliver any articles labeled with our brand to third parties.

XII. Subsequent Supplies

1. The Supplier warrants that it will be able to supply the same products and spare parts during a period of three (3) years following any order in commercial quantities and at reasonable terms and conditions.

2. If the Supplier discontinues manufacture of the products and spare parts, the Supplier must give us an opportunity to place a final order. If the Supplier fails to comply with this duty, either negligently or willfully, the Supplier shall compensate any and all losses incurred by us as a result of such failure.

XIII. Retention of Title/ Tools

1. We reserve title to tools provided by us; the Supplier/Service Provider shall use any tools and other items provided by us solely for the purpose of manufacturing the goods ordered by us. The Supplier/Service Provider shall insure the tools and other items owned by us at its own expense against damage by fire, water, storm, natural hazards and theft at replacement values. The Supplier/Service Provider shall carry out any maintenance and inspection work that may be required at its own expense in a timely manner. Any malfunction or trouble must be reported immediately to us; if the Supplier/Service Provider fails to do so, either negligently or willfully, we are entitled to assert claims for damages.

2. We hereby object to any extended title reservation of the Supplier/Service Provider.

XIV. Confidentiality/Data Privacy

1. The Supplier/Service Provider shall keep strictly confidential all illustrations, drawings, calculations and other documents received from us, including those that are of a commercial or technical nature ("Confidential Information"). Confidential Information may be disclosed to third parties only with our prior consent. This confidentiality obligation shall also apply when the contract has become obsolete and will cease only if and when the Confidential Information has become generally known.

2. If the Supplier/Service Provider processes or receives private data from us, a duty to comply with data privacy rules must be imposed on its employees as provided for in § 5 of the Federal Data Protection Act (*BDSG*). The Supplier/Service Provider shall use and process such private data only for the purposes provided for in the contract.

XV. Software

1. If software purchased by us is no longer supported by the Supplier/Service Provider, the Supplier/Service Provider shall be obligated to provide the source codes to us at reasonable terms with documentation enabling a third party having knowledge of the program language to make any necessary modifications.

2. Unless otherwise explicitly agreed in writing, we shall have the full and unrestricted rights to use individual software ordered by us, and all such rights shall pass over to us upon the passing of risk. The Supplier/Service Provider shall not make such individual software accessible or available to any third party and shall not use the software and parts of the software developed for us for any third-party purposes.

XVI. Assignment of Claims

The Supplier/Service Provider may not assign any claims arising against us to third parties, regardless of the nature of such claims, without having obtained our prior approval. § 354a of the German Commercial Code (*HGB*) remains unaffected.

XVII. Export Control Regulations

1. The Supplier/Service Provider shall be required to inform us in writing when the (re-)export of goods or services including the provision or transmission of data is prohibited or restricted and/or subject to a license under any applicable export control regulations of the Federal Republic of Germany, the European Union, the USA (US (re-)export regulations) or the country of manufacture. If this is the case, the Supplier/Service Provider shall also inform us of the extent of the restrictions and prohibitions, including, but not limited to, the export control classification number and any required export licenses. Any such information will also be included by the Supplier/Service Provider in its offers, invoices and delivery notes.

2. The Supplier/Service Provider shall be required to comply with all national, EU, and international export control regulations that are applicable to its supplies/services. The Supplier/Service Provider shall not directly or indirectly export or re-export any information, goods, software or technologies or related services to a country for which the EU, the USA or any other country requires, at the time of such export or re-export, an export license or any other permit, unless the Supplier/Service Provider first obtains such license or permit. The Supplier/Service Provider shall promptly inform us of any notification regarding a possible violation of applicable export control regulations received by it if such violation may impact us.

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3. In the event of a violation of any of the above obligations within the Supplier's/Service Provider's control, the Supplier/Service Provider shall hold us harmless from and indemnify us against any and all losses resulting from such violation.

XVIII. Customs Regulations

1. The Supplier/Service Provider shall provide to us annually the relevant supplier declarations of origin/certificates of origin for the goods supplied by it.

2. With respect to any goods which may be covered by the scope of application of a free trade agreement or regional trade agreement or other preferential agreement, the Supplier/Service Provider shall be obligated to provide such goods which actually satisfy the applicable origin rule together with a corresponding certificate (such as supplier declaration, preferential certificate/invoice).

3. The Supplier/Service Provider shall indicate in its invoices and delivery notes the country of origin for all goods.

XIX. Compliance

1. The Supplier/Service Provider shall be required to comply with all national and international legislation to which it is subject and may in particular not commit any acts or omissions which may be punishable as corruptive acts or constitute fraud or embezzlement or cause insolvency or violate any competition rules, export and import restrictions, customs and tax provisions and provisions for the protection of the environment. The Supplier/Service Provider agrees to adhere to the Compliance Code of AIXTRON SE and the AIXTRON Conflict Minerals Policy, which can both be found on our homepage (www.aixtron.com), if and to the extent that the provisions contained therein apply to the Supplier/Service Provider. The Supplier/Service Provider shall inform its employees, suppliers, subcontractors and other agents of the principles described in this Section XIX. and impose similar obligations on its employees, suppliers, subcontractors and other agents.

2. Within the scope of its entrepreneurial responsibility the Supplier/Service Provider commits itself to comply with all applicable labor rules in the manufacture of products and the provision of services and will not tolerate forced labor or child labor and acknowledges the employees' right of freedom of association and declares that there will be no discrimination based on gender, ethnic origin, color, religion, sexual orientation, disability or age and that any negative impact which its business activities may have on humans and the environment will be avoided.

4. The Supplier/Service Provider shall promptly report to us any violations of legal provisions or any of the provisions contained in this Section XIX by the Supplier/Service Provider or any of its suppliers, subcontractors or other agents determined or suspected by it which may have an impact on us, either

directly or indirectly. If we suspect that any of the described principles or requirements is not complied with, we shall be entitled to demand written information concerning such matter.

5. In the event of any violation of the principles and requirements described in this Section we reserve the right to demand that the Supplier/Service Provider carry out corrective actions within a reasonable period. In particular in case of a serious violation (e.g. criminal offense), we shall be entitled to end unilaterally without observing any notice period (by termination or withdrawal) individual contracts concerned and, if adherence to the business relationship with the Supplier/Service Provider is no longer reasonably acceptable to us, we may end all contractual relationships with the Supplier/Service Provider and are entitled to assert any other rights which we may have.

XX. Severability

All other provisions of the contract shall remain binding even if individual provisions should be invalid. If any provision should be invalid in whole or in part, the contracting parties shall promptly endeavor to bring about the desired economic result by agreeing on a provision that is permitted by law.

XXI. Place of Jurisdiction/Place of Performance/Governing Law

1. The exclusive place of jurisdiction for all claims arising from and related to the contract shall be our place of business, provided that the Supplier is a merchant (*Kaufmann*); we shall, however, have the right to also sue the Supplier/Service Provider at its registered office.

2. Unless otherwise stated in our order or order confirmation, the place of performance is our registered office.

3. The law of the Federal Republic of Germany shall govern. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.