

Attachment 3

PLATIT AG

GENERAL TERMS AND CONDITIONS OF SALE

01.08.2017

1. GENERAL

These General Terms and Conditions shall form an integral part of the Sale Contract as defined in Clause 2 hereunder and no other general terms and conditions shall be binding upon the parties.

2. Offer and Conclusion of Sale and Purchase

Seller submits to Customer a written offer for the sale and purchase of the Equipment together with these General Terms and Conditions. The Sale Contract shall be validly concluded upon receipt by Seller of (i) the offer duly countersigned by the Customer and (ii) the first down payment as specified in the Sale Contract.

3. Duty of Secrecy

The customer shall at all times keep strictly secret and confidential all know how, process technology and technical data of the Equipment and any and all other information provided by Seller to Customer in connection with the sale of the Equipment (hereinafter referred to as Platit Proprietary Information) and not make available in any way whatsoever such Platit Proprietary Information to third parties, including but not limited to competitors of Platit or any of its affiliated companies.

Provided that the duty of secrecy mentioned herein is duly complied with, Customer shall be entitled to make demonstrations of the Equipment for public relations purposes for customers, authorities and other interested parties.

4. Delivery

Unless stated otherwise in the Sale Contract, Seller sells the Equipment ex works (EXW INCOTERMS 2010) Seller, i.e. packaging, loading, transport, and insurance as well as all taxes, fees, and customs and other duties levied by any other State than the State of Seller shall be borne by Customer.

5. Retention of Title

Seller shall retain the ownership and legal title to the Equipment until full payment thereof. The customer shall be obliged to take all measures necessary to duly protect Seller's ownership of and legal title to the Equipment until full payment thereof.

6. Start Up of Equipment at Customers Facility

- 6.1 Seller's Service Personnel will carry out the assembly, installation and start up of the Equipment and the training of Customers' technicians (hereinafter referred to as "the Start Up").
- 6.2 The Equipment shall be unloaded, moved to and unpacked at the final assembly spot in the presence of Seller's Service Personnel only.
- 6.3 The Start Up shall commence only if and when the conditions as set forth in the Specification sheet attached to the Sales Contract have been met.
- 6.4 Hoisting apparatus and assembling tools to be provided by the Customer shall be available and ready for use.
- 6.5 During the assembly-period and starting-up period the Customer shall make available:
- one (1) mechanic person
 - one (1) electric person
 - one (1) plumber
 - one (1) IT person.
- 6.6 The Start Up shall consist of:
- 6.6.1 Checking of the mains voltage, a succession of phases, cooling water circuit, gas line leak;
- 6.6.2 Checking of Internet or modem connection for the Equipment's remote control by Seller's Service Personnel and establishing of user names, passwords, levels;
- 6.6.3 After the cathodes installation, checking the vacuum, heating, Q value, cooling sufficiency;
- 6.6.4 Running of standard recipes as test batches with samples and dummies;
- 6.6.5 Checking points of test batch: comparison of 3 levels of loading to have stable coating color, thickness and adhesion;
- 6.6.6 Creating of backup for Equipment panel computer.
- 6.7 Customer's personnel designated to be the operators of the Equipment shall attend at all times during the training phase of the Start Up. The customer shall designate a person that shall be its duly authorized technical representative (hereinafter referred to as "CTR") whose name shall be listed in the documents relating to the final acceptance.

7. Final Acceptance

After Start Up, final acceptance of the Equipment shall take place in attendance of Seller's Service Personnel and CTR who shall sign the relevant minutes of final acceptance. Final acceptance shall in any event occur upon operation of the Equipment by Customer.

8. Warranty

- 8.1 Seller warrants that the Equipment is free of manufacturing defects and that it is in conformity with the specifications expressly described in the Sale Contract.
- 8.2 The standard warranty period shall be 12 months as from the date of final acceptance. If the final acceptance is delayed for reasons beyond Seller's control, the warranty period shall terminate not later than 15 months from the arrival time of the equipment at the customer's premises. Any defect shall immediately be notified directly to Seller's Service Personnel by phone or in writing. Any notices made by phone shall be confirmed in writing. Any repairs executed and/or defective parts replaced under warranty shall not extend the warranty period, which shall be limited at all times to 12 months as from the date of final acceptance.

The guarantee will be extended for additional 12 months with the purchase of the premium service package.

The warranty period for a used equipment shall be 6 months as from the date of final acceptance.

- 8.3 Seller's Service Personnel will use its best efforts to undertake the following measures:
- 8.3.1 Within 24 hours working days remote support via telecommunication with CTR; and if not sufficient
 - 8.3.2 Remote access via Internet or modem to the Equipment; and if not sufficient
 - 8.3.3 Delegating Seller's Service Personnel to Customer's site
- 8.4 Customer shall at all times make available the Equipment to Seller's Service Personnel to allow the proper repair thereof, and furthermore ensure that CTR and/or operator shall be present.
- 8.5 Upon completion of the repair and/or replacement, Seller's Service Personnel and CTR shall sign the minutes of repair.

9. Limitation and Exclusion of Liability

- 9.1 Seller's liability shall be limited to repairs of the Equipment and/or to the replacement of defective parts thereof, with the express exclusion of all components and parts that are subject to rapid tear and wear, including but not limited to used targets, heaters, packing, washers, fuels. Any replaced parts shall become the property of Seller. Seller shall not be liable for any other direct or indirect and/or consequential damages, losses and causes of actions whether in contract, tort, including negligence or otherwise. Any possible state, local or national taxes levied by State of Customer shall be borne by Customer.
- 9.2 Seller shall furthermore not be liable for any defects and/or damages in the event of:
- 9.2.1 Changes on the Equipment and its accessories and peripheries made by Customer without the written approval of Seller or Seller's Service Personnel;
 - 9.2.2 Opening of a cathode;
 - 9.2.3 All contractually required supplies, including but not limited to power, cooling water, gas differ from the state they were at the time of Final Acceptance;
 - 9.2.4 The Equipment and peripheries were used for a purpose different than the one contractually agreed upon;
 - 9.2.5 Use of the Equipment in violation of the user manual and training instructions;

- 9.2.6 Absence of remote access via Internet or modem and Seller's Service Personnel inability to check the Equipment and to download "trend files" of claimed recipes (batches);
- 9.2.7 Non attendance of Customer's designated operators from training sessions during Start Up;
- 9.2.8 In the event of no compliance with the requirements of the Specification Sheet.

10. Force Majeure

- 10.1 Sellers and Customer respectively, shall be temporarily released from their contractual obligations herein, if events of force majeure render the fulfillment impossible or unreasonable. Events of force majeure shall include, but not be limited to, fire, flood, earthquake, acts of war, riots and strikes provided always that such events influence directly the fulfillment of the contractual obligations set forth herein. In the event of force majeure, the term for the performance of the contractual obligations is extended by the duration of the events of force majeure.
- 10.2 Seller and Customer respectively, shall inform the other party immediately in writing upon the occurrence of any event of force majeure, indicating the event and the expected duration thereof. A certificate issued by the competent Chamber of Commerce or by a comparable private or public institution shall evidence the existence of the event of force majeure and the duration thereof. The certificate shall be remitted to the other party concerned.

11. After Sale Service

Any and all services and repairs outside the scope of the warranty will be performed by Seller's Service Personnel subject to the terms and conditions of a separate service agreement.

12. Modifications

Any and all modifications of the Sale Agreement and/or these General Terms and Conditions shall only be valid if made in writing and duly signed by both Seller and Customer.

13. Severing Clause

If any clause of this Agreement is held unlawful, it shall not affect the validity of the other clauses.

In such event, the parties shall replace any such clause by any clause that is as close as legally possible to the parties' intent.

Selzach, 01.08.2017