

# DISCO HI-TEC CHINA CO., LTD.

Building 115, No.166 Meiyue Rd, Pudong, Shanghai, 200131 PR China TEL: 86-21-50278018 FAX: 86-21-50277556

SONGSHAN LAKE MATERIALS LABORATORY

From: Disco HI-TEC China Co., Ltd.



Quotation No. CHMQ2310241039-01

Dear,

Sales Leader Adam Zhang

Dear,		Sales Leader	Ad	am Zhang		
We are glad to send our quotation as following:						
Payment Term T/T100% IN ADVANCE						
Quotation Validit						
DELIVERY	0		Course & Deliveration of the			
	DAP	Currency	* (14 (14 (14 (14 (14 (14 (14 (14 (14 (14	USD		
principal principal designation of the latest and t	Standard	List Price(Unit)	Qty	List Price		
ACM PART CARGO CONTA	200mm Fully Automatic Dicing Saw	Included	1	Included		
	including:			1		
	- 1.2 KW facing dual-spindle					
	- Touch panel LCD screen for easy operation					
	- CE-Mark and EMC conformity					
	- Standard Accessories					
	- Exporting packing			1		
				1		
				1		
			INCOME NAMED IN	PARTICULAR DE LA CONTRACTOR DE LA CONTRA		
	Option	le dude d		In all rate of		
AND THE RESERVE AND ADDRESS OF THE PARTY OF	Full-cut-switchable Specification	Included Included	1	Included		
	1.8 kW Spindle		1	Included		
	Spare 2-inch Hub Mount (for 1.2 kW, 1.8 kW spin		1 2	Included Included		
	Spare R-Type Taper Flange (For 1.2 Kw, 1.8 Kw Sp		2			
	Spare R-Type Flange (For 1.8 Kw Spindle).8 Kw Sp Starter Kit for 2-inch Hub Mount Set	Included Included	1	Included Included		
Contraction Secure		Included	1	Included		
	Starter Kit for R-type Flange Set	Included	10	Included		
	Tape Frame (DTF2-8-1 Type) Cassette (4"type Half-cut specification)	Included	10	Included		
		Included	1	Included		
	Cassette (6"type Half-cut specification) Cassette (8"type Half-cut specification)	Included	1	Included		
	Cassette (o type Hair-cut specification)	Included	1	Included		
	Porous Chuck Table (Spare) For 8" (Half-cut/full-c	2007/2007/2007	1	Included		
	Porous Chuck Table (Spare) For 6" (Half-cut/full-c		1	Included		
	Spinner Table Specification (Spare) For 2-8-1	Included	1	Included		
	Spinner Table (Spare) 8" (Half-cut/full-cut specific		1	Included		
	Spinner Table (Spare) 6" (Half-cut/full-cut specific		1	Included		
	Rinse Cleaning Specification	Included	1	Included		
I	Spinner Atomizing Nozzle Specification	Included	1	Included		
	Non-Contact Setup (Double) For 1.2Kw 1.8Kw	Included	1	Included		
30.00 Miles (10.00	Abrasive Material For Non-Contact Setup Sensor	Included	1	Included		
	Ionizer (Centering Selection)	Included	1	Included		
	Ionizer English manual	Included	1	Included		
	Duct Fan Unit (Internal Type)	Included	1	Included		
	General Tool Set	Included	1	Included		
YFKF46-03A	Advanced Tool Oil stone	Included	1	Included		
	Advanced Tool Precision screwdriver set (6-piece	397.00 (200.00)	1	Included		
The contract of the contract o	Lifting Jig Set	Included	1	Included		
	Export Packing Hardware	Included	1	Included		
	Power Cable With Transformer For 30A 7 m	Included	1	Included		
	Transformer unit for use outside Japan Machine	Included	1	Included		
	Uninterruptible power supply (internal type)	Included	1	Included		
	Uninterruptible power supply (internal type) Eng		1	Included		
	CO2 Injector (Internal Type) For English manuals		1	Included		
	Microscope Light Source Direct light source: High		1	Included		
YFNL76-01A						
	Kerf Center Alignment	Included	1	Included		
YFJT21-01A	Kerf Center Alignment Handy Barcode Reader (Hardware only)	Included Included	1	Included Included		
YFJT21-01A YFJT43-01A	[1] [1] [1] [1] [1] [1] [1] [1] [1] [1]			Included		





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			Discount	
			Total	0.00
				0.00
	Eage trimming改造相关	Included	1	Included
	DPR			
				0.00
YFPU07-02	Microscope (micro) specification Approx. 165× M	Included	1	Included
YFJT33-01A	Hose Band OD 22.0 mm	Included	1	Included
YFJT33-02A	Hose Band OD 15.0 mm	Included	1	Included
YFJT28-01A	Braided Hose Joint R3/8 For ID 15.0 mm × OD 22.	Included	2	Included
YFJT66-01A	Filter Unit For spindle coolant water line and clea	Included	1	Included
YFJT27-01A	Braided Hose Joint R1/4 For ID 15.0 mm × OD 22.	Included	10	Included
YFJT29-01A	Braided Hose ID 15.0 mm × OD 22.0 mm	Included	18	Included
YFKF64-01A	SECS Communication Software	Included	1	Included
YFKF48-01A	Stylus Pen Magnet Fixing Type	Included	1	Included

## Remarks

The price information in this quotation shall not be disclosed to any third party. This confidentiality obligation shall survive the termination of the validity period of the quotation.





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#### TERMS AND CONDITIONS

Unless otherwise agreed in written agreement executed by an authorized officer of DISCO, the "TERMS AND CONDITIONS" of this quotation supersedes and cancels all prior discussions, agreements and understandings relating to the Products defined in below.

Customer will be deemed to accept this "TERMS AND CONDITIONS" upon its issuance of the purchase order or any other agreements regardless of written, oral or implied for the Products corresponding to this quotation (collectively "PO"). Any terms or conditions in the PO other than this "TERMS AND CONDITIONS" shall not become effective except agreed in written agreement ACCURAL (SARS and CONDITIONS) of DISCO.

DISCO CORPORATION (including its affiliates more than 50% of which entities are controlled by DISCO, collectively "DISCO") will propose customers ("Customer") to sell, provide services (including but not limited to installation and maintenance of Products, hereinafter "Service") and lease etc the products ("Products"), of which contractee is Customer and contractor is DISCO (collectively "Transaction") according to and based on the terms and conditions of this quotation ("Quotation") and this Terms and Conditions.

This Terms and Conditions shall be applied to Customer's acceptance corresponding to this proposal by DISCO and it shall not be changed, amended or waived, in any way whatsoever (including, but not limited to, the terms and conditions stated in Articles (Werraney) by Customer afterward), except by written agreement executed by an authorized officer of each party.

In the case that the Products broke down because of DISCO's fault even though Customer uses the Products in normal/proper environment, condition, or methods, DISCO will repair it free of charge under and subject to the Products being under its warranty ("Warranty"). The contents and term of Warranty shall be according to those DISCO decides in each Products. If Customer and DISCO agree with different terms and conditions relating to the Warranty, such different terms and conditions will be applied.

DISCO defines seven (7) years (eighty four (84) months) from shipment of the Products (only machines) as the warranty period for supply of spare parts. However, this period may be shortened for some parts (some laser oscillators and some SD engines). Note that even if the supply period for the applicable part has been exceeded,

PARROLLI (Circumted)pply the part as long as circumstances permit.

DISCO will provide compensation for damages ("Damages") in accordance with the "Terms of Responsibility" in below in case that the Products and/or Service causes any damages, defectiveness, or destruction ("Defects") to Customer's products or products in progress, etc., regardless of whether or not the Products are under Warranty.

However, Damages will not include loss of opportunity, loss of profit, damages caused by exceptional circumstances, incidental damages, consequential damages, etc., and DISCO will not be liable for the compensation of them under any circumstances.

In addition, DISCO will only be liable for the compensation under and subject to the Defects objectively being proved that they were due to the reasons attributable to DISCO (initial failure, improper design, unachieved specification, obvious (Refigiences to the Somet's initial value of the content of the somet's instruction, etc.).

DISCO will compensate the amount which DISCO's liability ratio for Defects is multiplied to actual Damages of the devices in the defective wafers up to, whichever lower, the total amount of the price of first twenty five (25) pieces of wafers or the total amount of the price of the wafers in the first cassette processed on or after the occurrence of the Defects in the Customer products or products in progress, etc.

However, under any circumstances, the amount of the compensation for the Damages shall not exceed ten (10) % of the sales price of the Products (except for precision processing tools) which caused the Defects. For avoidance of doubt, in the case that the Products caused the Defects are the blades, wheels and in the case of the Service, the terms of "ten (10) %" aforementioned shall not be applied and the amount of the compensation for the Damages shall not exceed the purchase price of ten (10) wheels, two-hundred (200) blades and purchase price of the Service which caused the Defects. In addition, DISCO will only be liable for the compensation under and subject to the following terms:

- $(1) \ \ Not using the \ Products \ in \ erroneous \ environment, \ condition, \ or \ methods;$
- (2) Products were not transported or moved by Customer itself after those installation or start-up by DISCO;
- (3) Customer using the precision diamond tools (eg; blades, wheels) manufactured and sold by DISCO;
- (4) Customer not using the parts other than genuine DISCO brand, which were manufactured by or purchased from any other parties

than DISCO;

(5) Seven (7) years have not passed from the shipment of the defective Products or thirty (30) days have not passed from

provision of Service;

(6) Defective Products have not been repaired or modified (excluding the repair or modification by DISCO or that with written consent

of DISCO);

(7) Products have never been maintained by any other parties than DISCO, and the Defects are arisen despite of Customer making the

proper maintenance for the Products according to the manuals provided by DISCO and such fact is proved by objectively recorded

evidence:

(8) Defects are not caused by Customer's failure in replacement of lifetime parts and consumables due to exhaustion, abrasion.

deterioration etc;

(9) Defects are caused even though customer checked condition of the Products properly (including but not limited to checking

Products run or operate normally or Products run or operate as Customer expected) after the Service, and Customer promptly notified

DISCO of such Defects:

(10) Defects are not caused by Customer's processing methods/conditions and usage of Products without written consent of DISCO;

(11) Customer not continuing the use of the defective Decducts despite realizing the Defects.





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DISCO

Article 4. (Instance not computing the use of the detective Products despite realizing the Defects; CHMQ2310241039-01 (12) Customer's process is objectively confirmed as appropriate from the point of prevention or discovery of the Defects and DISCO will the no guarantee of no infringement of any third party's intellectual property rights. Even though Customer is claimed by any third party that Products and/or Service infringe its intellectual property right (including without limitation pate his college data was a supported by any third party that Products and one of the intellectual property right (including without limitation pate his college data was a supported by any third party that Products and one of the party of the intellectual property right (including without limitation pate his college data was a supported by the party of the intellectual property right (including without limitation pate his college data was a supported by any third party that Products and one of the party of th

#### Article 5 (Limitation of Liability)

Except for those clearly stipulated in this Terms and Conditions, DISCO's liabilities in each and every instance under the Transaction of the Products and/or Service shall be limited up to the total amount paid by Customer to DISCO for the Products and/or Service specified in this Quotation. Even though there are several causes in the damages to the specific Products of Customer or Service for Customer, such limitation shall not be increased.

### Article 6 (Non-application)

This Quotation and the Transaction between the parties shall not be governed by the United Nations Convention on Contracts for International Sale of Goods, the application of which is expressly excluded.

#### Article 7 (Entire Agreement)

This Terms and Conditions evidences the entire agreement of the parties and supersedes and cancels all prior discussions, agreements and understandings with respect to the subject matter hereof between the parties, written, oral or implied. Any modification or changes shall not become effective except by written agreement executed by an authorized officer of passes.

#### Article 8 (Condition for Equipment)

- (1) Test cut is needed before equipment shipment to be considered as buy off criteria.
- (2) Installation and initial training at Customer's facility will be provided at no charge.
- (3) Customer's internal buy off should be finished no longer than 1 month after equipment's arrival at facility which is under the

condition that there is no any problem related to equipment itself.

(4) The ownership of equipment shall not belong to Customer until Customer releases all the outstanding payment to DISCO.

#### Article 9 (Cancellation Charge and Overdue Payment Charge)

"Cancellation Charge" will be charged in the case where Customer cancels the purchase order as follows:

10% of the purchase price- 55 days and more before confirmed delivery date

25% of the purchase price- 25-54 days before confirmed delivery date

50% of the purchase price- 01-24 days before confirmed delivery date

"Overdue Payment Charge" will be charged as penalty in the case where Customer fails to pay the purchase price to DISCO upon the payment due date as follows:

At the rate of 0.05% of the overdue amount per day until fulfil the payment of overdue amount.

