

A) Warranty Terms and Technical Support

attocube systems' instruments are warranted against defects in material and workmanship for a period of one year after date of delivery. During the warranty period, attocube systems will repair or at its option, replace parts that prove to be defective when the instrument is returned prepaid to attocube systems AG. The warranty will not apply if the instrument has been damaged by accident, misuse, or as a result of modification by persons other than attocube systems' personnel. Because of the inherent brittle nature of ceramic materials and their sensitivity towards shocks, no responsibility can be taken by the manufacturer for breakdowns of the ceramic piezo stacks. In all these cases, attocube systems reserves the right to charge the full repair costs to the customer. In this case, attocube systems will inform the customer prior to repair. It is our policy to support an instrument for at least five years after the design is no longer manufactured. Standard turn-around time for repairs in and out of our facility is 5-10 business days for warranty repairs and 10-20 days after the receipt of a purchase order for non-warranty repairs. If you experience difficulty during the installation or subsequent use of an attocube systems product, you may contact attocube systems' Technical Support department prior to servicing your system. attocube systems provides free English language technical support to its customers worldwide. attocube systems' Technical Support in Europe can be contacted directly by calling: +49 89 2877 8090 or by e-mail at: support@attocube.com. Please have the serial number of the respective product at hand when contacting attocube systems.

Requesting Service:

1) Contact attocube

Contact attocube systems' Customer Service or your local distributor for a return authorization number (RMA-number). You can contact attocube systems directly at +49 89 2877 8090 or by e-mail at: support@attocube.com. Please send us a detailed problem description including the type of product, its serial number, and the exact circumstances under which the problem appeared. A detailed problem description helps us keeping repair times short.

2) Sending back equipment for repair

If we cannot solve the problem remotely, you may want to return the goods to attocube systems for repair. In this case, please pack the equipment the way it was shipped to

you originally. Many instruments require the disassembly of major components, the installation of shipping brackets or other hardware, and packing in specialized containers. See the operating manual for more information. We realize that saving the packaging is not always practical so if none exists, see your shipping department for appropriate materials and packing advice. Discuss any packing concerns you have with your representative, particularly if you are returning a microscope, a piezo stepper positioner, or other valuable components. Avoid excess repair charges – pack the instrument appropriately.

3) Prepare shipment

Include the following information with the shipment: RMA number, (Proforma Invoice), product type, serial number, and problem description (include any useful data to illustrate the problem).

4) Customs charges

Within the EU, you may return the product directly to the attocube systems' factory. From outside the EU, please make sure to obey customs procedures for all goods correctly. We try to help with this procedure by sending a suggestion for a "Proforma-Invoice" together with the RMA-number. Yet, we cannot take any liability for this document. If you decide not to use the provided Proforma Invoice, please make sure that only the actual items in the shipment with their current values are listed in the Proforma Invoice (contact your attocube representative if you need help establishing a value). Please write in the document: "Value for customs purposes only". Failure to do so may result in additional costs and customs charges for which we reserve the right to charge them fully to the customer.

5) Address

Make sure that the RMA number is visible from the outside of the shipping box and ship freight prepaid to: attocube systems AG, Koeniginstr. 11a (RgB), D-80539 Muenchen, Germany.

6) Shipping terms

Please use the shipping term DAP (Delivered at Place) for shipping, so that we can handle the import procedures correctly.

Chairman of the Supervisory Board

Dr. Dirk Haft

Management Board

Peter Kraemer (CEO), Dr. Martin Zech (CTO)

Headquarters

Munich

Registration Court

Local Court Munich HRB 138094

Bank Account

Stadtsparkasse Muenchen

Bank Code: 701 500 00, Account Number: 901 245 522

Swift code: SSKMDEMM

IBAN code: DE42 701 500 000 901 245 522

B) Terms and Conditions attocube microscopes

1) Site Preparation

The customer is responsible for proper site preparation. All costs of site preparation are borne by the customer. The requirements for site preparation are listed in the *Pre-Installation Guide* that is sent out to the customer within 6 weeks of the purchase order confirmation and after clarification of all technical details. This *Pre-Installation Guide* is part of the contract. Accordance with all necessary preparations as described in the *Pre-Installation Guide* needs to be confirmed by signing and returning the *Pre-Installation Guide* to attocube by fax or email at least 4 weeks before the earliest delivery date. In case of any delays of the site preparation in excess of 1 month that are not the responsibility of attocube systems, any associated additional costs are borne by the customer (see section 3). Moreover, failure to comply with the requirements of the *Pre-Installation Guide* may degrade the performance of the instrument.

2) Final Acceptance Test

attocube systems will conduct a *Final Acceptance Test*, during which the key technical specifications of the system will be demonstrated. Details of the procedure are documented in the *Acceptance Test Protocol*, which is part of the contract. Within 6 weeks of the purchase order confirmation, attocube systems will send a transcript of the *Acceptance Test Protocol* to the customer, which must be signed and returned within 2 weeks after reception.

With the signature, the end customer agrees that the satisfactory completion of these tests shall be the sole basis for the system acceptance. With the verification of the criteria as listed in the *Acceptance Test Protocol* during the *Final Acceptance Test*, the system is considered accepted, which will trigger the final payment.

The *Final Acceptance Test* is usually conducted on-site at the customer's location, but can be replaced by a written test certificate with all tests performed at the factory upon mutual agreement. The latter case automatically applies if the installation of the system on site is not part of the purchase order.

3) Installation

The system will be delivered within the contractual delivery time. In case of an earlier delivery, attocube systems reserves the right to install the system at the customer's site within 2 months after delivery. Before an installation can be

scheduled, proper site preparation in accordance with section 1 has to be fulfilled. If a site is found not to comply with the requirements as described in the *Pre-Installation Guide*, any resulting delays and/or associated additional costs will be charged to the customer.

In case the installation cannot be conducted within 3 months after delivery (or within the contractual delivery time, whichever is earlier) due to delays that are not the responsibility of attocube systems, the system is considered accepted by the customer, and will be invoiced accordingly (see payment terms). Installation of additional experimental details such as special sample provisions, additional lasers, etc. not included in the scope of supply is the responsibility of the customer. attocube systems offers to assist any further installation and/or tests after commissioning at their normal service engineer rates plus travel expenses (see section 5).

4) Training

Training of the customer and other potential users on the instrument (max. 3 persons) will happen during both the acceptance test in Munich (if desired) as well as during the installation at the customer's location. Additional training at the customer site is offered at the daily service engineer rate plus travel expenses.

5) Service

During the warranty period, attocube systems will provide service free of charge, if the damage is covered by the warranty. After the warranty period, attocube systems offers additional training at the customer site is offered at the daily service engineer rate plus travel expenses. Technical assistance via phone or email is free of charge. For details, please refer to the *Warranty Terms and Technical Support* document, which is part of the contract.

6) Pricing

Prices do not include any state, federal, or local taxes unless otherwise stated. Prices do not include any import and/or export duties unless otherwise stated. Prices do not include shipping, handling, and/or packing costs unless otherwise stated. Prices do not include tender costs nor costs for bank guarantees, letter of credits, and/or any other bank charges unless otherwise stated.

7) Terms of Delivery

The delivery terms are Ex Works Munich, Germany (Incoterms 2010) unless otherwise stated.

Chairman of the Supervisory Board

Dr. Dirk Haft

Management Board

Peter Kraemer (CEO), Dr. Martin Zech (CTO)

Headquarters

Munich

Registration Court

Local Court Munich HRB 138094

Bank Account

Stadtsparkasse Muenchen

Bank Code: 701 500 00, Account Number: 901 245 522

Swift code: SSKMDEMM

IBAN code: DE42 701 500 000 901 245 522

8) Delivery Time

The delivery time (see purchase order confirmation) starts after clarification of all technical details and receipt of first payment. For the clarification of all technical details, attocube will provide respective system drawings, descriptions, and the corresponding *Acceptance Test Protocol* (see section 2) to the customer. The delivery time starts only after written acceptance of these documents by the customer.

9) Warranty

attocube systems' instruments are warranted against defects in material and workmanship for a period of one year after date of installation or delivery, whichever comes first. The warranty will not apply if the instrument has been damaged by accident, misuse, or as a result of modification by persons other than attocube systems' personnel. For details, please refer to section A).

Please note that this offer is non-binding and subject to a final confirmation by attocube systems upon reception of an official purchase order by the end customer. All prior offers concerning the same type of equipment lose their validity with the reception of this offer.

Chairman of the Supervisory Board

Dr. Dirk Haft

Management Board

Peter Kraemer (CEO), Dr. Martin Zech (CTO)

Headquarters

Munich

Registration Court

Local Court Munich HRB 138094

Bank Account

Stadtsparkasse Muenchen

Bank Code: 701 500 00, Account Number: 901 245 522

Swift code: SSKMDEMM

IBAN code: DE42 701 500 000 901 245 522