

**VEECO INSTRUMENTS INC. AND SUBSIDIARIES**  
**TERMS & CONDITIONS OF PURCHASE**  
(revised November 1, 2023)

**1. GENERAL.** The terms and conditions of Veeco Instruments Inc. and its subsidiaries (collectively, "Buyer") stated on this order shall govern in the event of any conflicting or additional terms proposed by Seller, and are not subject to change by reason of any written or oral statements by Buyer or by any terms stated in Seller's quotation, acknowledgment of this order, or otherwise, unless such conflicting or additional terms are accepted in a writing making reference to this order and signed by an authorized representative of Buyer. Buyer's purchase order, when accepted by Seller, will supersede all prior communications and constitute a complete and binding contract between Buyer and Seller. Shipment of goods or materials pursuant to this order shall be deemed to be an unqualified acceptance of the terms and conditions contained herein.

**2. SPECIFICATIONS.** Any specification, drawing, note, instruction, engineering notice or technical data referred to in this order shall be deemed to be incorporated herein by reference as if fully set forth herein. In case of any discrepancies or questions, Seller shall consult with Buyer for instructions and interpretations.

**3. PAYMENT TERMS.** Payment terms are net sixty (60) days from receipt of a properly documented and undisputed invoice.

**4. PRICES.** The price for the goods or materials sold hereunder shall not be higher than that appearing on the face of this purchase order, or if no price appears thereon, then no higher than the last price quoted or charged by Seller. Proposed price increases for the future sale of goods and materials must be submitted to Buyer at least ninety (90) days in advance of effective date. Seller covenants that if it should at any time prior to the delivery of the

if any, to be caused by such changes and an equitable adjustment in price or other terms hereof shall be agreed upon in a written amendment to this order to be signed by both parties.

**10. BUYER FURNISHED PROPERTY.**

(a) Any property (including without limitation tools, materials and equipment) acquired by Seller at Buyer's expense or furnished by Buyer for the performance of this order shall become and/or remain the property of Buyer. Title to such property shall not be affected by incorporation in or attachment to other property. Seller shall bear the risk of loss, destruction and damage to such property. Upon completion or termination of this order (or earlier if so requested by Buyer), Seller shall deliver such property to Buyer or follow Buyer's disposition instructions. Seller shall keep all such property free and clear of liens and other encumbrances.

(b) The purchase price of this order shall include Seller's cost of any required tools and materials. Unless otherwise agreed in writing, Buyer will not be responsible for the cost of manufacturing or procuring any tools or materials necessary for Seller's performance of this order. In the event that Buyer issues to Seller a written purchase order authorizing the manufacture or purchase of any such tools or materials (or if the purchase price of this order expressly identifies and includes such matters or items), the resulting tools or materials shall become the sole property of Buyer. Seller shall maintain a current list of such tools and materials (together with a list of any tools and materials provided by Buyer to Seller) for review by Buyer upon Buyer's request. Seller's obligations under Section 10(a) above with respect to Buyer-furnished property shall apply with equal force to tools and materials manufactured or purchased by Seller on Buyer's behalf under this Section 10(b).

**11. CANCELLATION FOR CAUSE.** Buyer's production schedules are based upon timely delivery of the goods purchased hereunder. Buyer may cancel this order, in whole or in part and without limitation to Buyer's other rights and remedies, (a) if Seller fails to provide adequate assurance of its ability or willingness to perform its obligations under this order (as provided in UCC Section 2-609) within five (5) business days after Buyer's request therefor, (b) if Seller fails to comply with any of the terms of this order, (c) if Seller fails to make deliveries as required herein, (d) if the goods delivered hereunder do not conform with the applicable specifications, (e) if Seller assigns or subcontracts all or any material part of this order without Buyer's prior written consent, or (f) if Seller suspends business or becomes insolvent or if bankruptcy, reorganization, arrangement or liquidation proceedings are commenced by or against Seller, or if a trustee or receiver for Seller's property or business is appointed, or if there is an assignment for the benefit of Seller's creditors; and, in the case of clauses (b), (c) and (d), such failure continues for five (5) business days after notice thereof to Seller. In the event of a cancellation for one of the foregoing reasons, no termination or cancellation fee shall apply, and Buyer's maximum potential liability shall be limited to the purchase price of goods delivered and accepted prior to such cancellation.

. Buyer may cancel this order, in whole or in part, any time for its convenience upon written notice to Seller. In the event of a cancellation for Buyer's convenience, Buyer shall pay to Seller, as Buyer's sole obligation and as Seller's exclusive remedy, (a) the purchase price of goods delivered and accepted prior to such cancellation (for which payment was not previously made by Buyer), and (b) Seller's actual costs of materials and direct labor reasonably and necessarily incurred by Seller in anticipation of its fulfillment of this order, which are not recoverable and are properly documented by Seller, provided that no allowance shall be made to Seller for any overhead or anticipated profit associated with undelivered goods.

**13. ASSIGNMENT.** This order may not be assigned or subcontracted in whole or in part by Seller without Buyer's prior written consent. If Buyer shall consent to such assignment or subcontracting, all claims for monies due from Buyer shall nevertheless be subject to deduction by Buyer for any offset or counterclaim arising out of this order or any other of Buyer's contracts with Seller, whether such offset or counterclaim arose before or after any such assignment or subcontracting by Seller.

**14. WARRANTY.** All goods sold and delivered by Seller to Buyer shall be in full conformity with Buyer



