

# ONTO INNOVATION INC.

## TERMS AND CONDITIONS OF PURCHASE

1. **Offer and Agreement.** Onto Innovation is only obligated to purchase from Seller the Products specified in this purchase order. Acceptance of this purchase order shall be made by written acknowledgment within five business days of receipt and shall be unqualified, unconditional, and subject to and expressly limited to these terms. If Supplier fails to accept or reject this purchase order within five business days, the purchase order shall be deemed accepted. This purchase order constitutes the complete agreement between Onto Innovation Inc. ("Onto Innovation") and the persons to whom or entity to which this purchase order is addressed ("Seller"). No variation in any of the terms, conditions, deliveries, prices, quality, quantity or specification of this purchase order, regardless of the wording of Seller's acknowledgment shall be effective, and Onto Innovation expressly rejects any different or additional terms that Seller presents, including, but not limited to, any terms or conditions contained or referenced in any quotation, acceptance, acknowledgment, or other document, or established by trade usage or prior course of dealing, unless Onto Innovation expressly and unambiguously agrees to such terms and conditions in a duly signed writing. Acceptance of this purchase order is expressly limited to these terms. Unless otherwise provided herein, failure to object promptly in writing to these terms and conditions, any written acknowledgment of this purchase order or the delivery of any Products or the furnishing of any services in accordance with this purchase order shall constitute acceptance by Seller of this purchase order subject to all its terms and conditions. The waiver by Onto Innovation of any rights under this purchase order in any one or more instances shall not constitute a waiver by Onto Innovation of any other right hereunder or of such rights on a future occasion. For the purposes hereof, "Products" shall mean those goods, materials, equipment or other tangible items and Software (as defined below) as set forth in this purchase order.

2. **Pricing, Taxes and Payment.** All transactions will be in U.S. Dollars. Onto Innovation will reimburse the Seller for applicable state and local sales and use taxes, unless Onto Innovation advises Seller that an exemption applies. Taxes payable by Onto Innovation shall be billed as separate items on the Seller's invoices and shall not be included in the Seller's prices. Onto Innovation shall have the right to contest any taxes that Onto Innovation deems improperly charged to Onto. Seller shall deliver Products to Onto Innovation free and clear of all liens, claims and encumbrances. Onto Innovation assumes no liability for Products produced, processed or shipped in excess of the amount specified in the purchase order. Payment terms are net 60 days but Onto shall receive a two percent discount if it pays within 15 days. The date of payment shall be computed from the later of: (1) Onto Innovation's receipt of an acceptable invoice; (2) Onto Innovation's receipt of Products; (3) the scheduled delivery date of Products; or (4) Acceptance of Products by Onto Innovation.

3. **Delivery Scheduling.** Delivery schedules provided in connection with this purchase order by Onto Innovation shall be binding upon Seller unless Seller notifies Onto Innovation in writing within two business days of receipt of the purchase order that Seller is unable to meet a scheduled delivery. The absence of such notice constitutes acceptance of the delivery schedule on the purchase order. Onto Innovation may reschedule any purchase order in whole or in part prior to the delivery date at no additional charge. Onto Innovation may place any portion of a purchase order on hold by notice that shall take effect immediately upon receipt. Purchase orders placed on hold will be rescheduled or terminated in accordance with Section 6 (Cancellation) within 180 days.

4. **Packing.** Products shall be prepared for shipment following good commercial practice, in a manner that is acceptable to common carriers for shipment at the lowest rate, to prevent damage in transit and to meet carriers tariff requirements. No charge to Onto Innovation will be made for boxing, crating, or storage without Onto Innovation's prior written authorization. Seller shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment and names of Onto Innovation and Seller.

5. **Shipment and Risk of Loss.** Time shall be of the essence with respect to any delivery or work schedule hereunder. If without authorization from Onto Innovation, Seller ships goods so as to arrive more than five days in advance of the scheduled delivery date, Onto Innovation may either return the goods or store them at Seller's expense and risk. Any anticipated or actual delays in shipments shall be reported immediately to Onto Innovation. Upon receiving such a report, Onto Innovation may at its sole discretion either approve a revised delivery schedule or, by written notice, terminate this purchase order in whole or in part without further liability to Seller, except for goods delivered or service performed prior to the date on which notice of termination is given to Seller. Seller shall be liable for any damages resulting to Onto Innovation as a result of any revision in delivery schedule or to any termination cited above, unless the delay is due to causes beyond Seller's control and without its fault or negligence. Failure or delay by a subcontractor of Seller of any tier shall not excuse Seller unless it arises from causes beyond the control of both the Seller and the subcontractor and without the fault or negligence of either of them, and the supplies or services to be furnished by the subcontractor where not obtainable from other sources in time sufficient to permit the Seller to meet the schedule. In case it is determined at any time that a delay in delivery is excusable, any termination of this purchase order, in whole or in part by Onto Innovation under this paragraph shall be in accordance with Section 6 (Cancellation).

It is the Seller's responsibility to furnish the exact quantities called for on this purchase order, and no variation will be accepted as compliance, except by prior written agreement. Onto Innovation may return excess shipments (or make other disposition at Seller's direction) at Seller's expense.

As directed by Onto Innovation, Product shipments will be managed by either Onto Innovation or Seller according to the following terms unless otherwise agreed: Onto Innovation managed shipments shall be shipped Ex Works, Seller's Dock (EXW: Seller's Dock, Incoterms 2020). Title and risk of loss shall pass to Onto Innovation upon shipment of items from Seller's dock. Seller managed shipments shall be shipped Free Carrier, Seller's Dock (FCA: Seller's Dock, Incoterms 2020). Title and risk of loss shall pass to Onto Innovation upon delivery of items to Onto Innovation's carrier at Seller's dock.

Notwithstanding the foregoing, Seller shall be liable for any loss or damage discovered after transfer of title which is determined by Onto Innovation to be a result of faulty packaging or handling by Seller.

6. **Cancellation.** Onto Innovation may cancel purchase orders in whole or in part at any time for its sole convenience by giving written notice of termination to Seller. Upon Seller's receipt of such notice, Seller shall, unless otherwise specified in such notice, immediately stop all work hereunder, give prompt written notice and cause all of its vendors or subcontractors to cease all related work and, at the request of Onto Innovation, return any materials provided to Seller by Onto Innovation. There shall be no charges for termination of purchase orders for standard Products or for services not yet provided. Standard Products are Products that Seller sells in the general marketplace. Regarding custom Products, Onto Innovation shall be entitled to cancel purchase orders with at least 30 days advance written notice to the

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Supplier. In such event, Onto Innovation's liability shall be limited to the pro rata purchase prices of the finished Products plus the cost of raw materials and work in process but only to the extent that such raw materials, work in process, and finished goods were not procured or fabricated unnecessarily in advance or in excess of Onto Innovation's delivery requirements and only if such material and goods are not regularly carried in inventory by Supplier. Upon payment of any amounts due for cancelled custom Products, Onto Innovation shall be entitled to all work and material paid for. Notwithstanding anything to the contrary, Seller shall not be compensated in any way for any work done after receipt of Onto Innovation's notice, nor for any costs incurred by Seller's vendors or subcontractors after Seller receives the notice, nor for any costs Seller could reasonably have avoided, nor for any indirect overhead and administrative charges or profit of Seller. Any claim for cancellation charges must be submitted to Onto Innovation in writing within 30 days after receipt of Onto Innovation's termination notice.

**7. Product Specifications and Changes.** Seller guarantees that all Products shipped to Onto Innovation shall be exactly as specified, and in compliance with all drawings and revision levels and shall meet or exceed published product specifications or, if applicable, the product specifications set forth in this purchase order, upon delivery. If a Product fails to conform to its specifications, then Onto Innovation may, in its sole discretion, (a) reject such Product and require Seller to promptly replace or correct it; (b) replace or correct the Product itself and charge to Seller the cost occasioned thereby; (c) without further notice, cancel this purchase order or portion thereof or some or all of the Products ordered but not yet delivered for default; (d) require an appropriate reduction in price; or (e) return the defective Product to Seller for a full refund without penalty. Upon acceptance of this purchase order, no changes in the Product design, Product specifications, material supplier or processes used in manufacturing the Product shall be made by Seller, (1) without Onto Innovation's written consent, and (2) without at least one hundred eighty (180) days written notice. Breach of this obligation shall be considered a material breach of contract. No charges for extras will be allowed unless such extras have been ordered in writing by Onto Innovation's authorized representative and the price agreed upon in writing.

Onto Innovation shall have the right from time to time, by its written change order, to make changes or additions, within the scope of this purchase order, in or to (a) the drawings, specifications, or instruction for the work, (b) the quantity, (c) the time, place or method of delivery or shipment, (d) the packing, or (e) the place of inspection and acceptance. Should any change so ordered cause a material increase or decrease in the cost of, or the time required for, the performance of any part of the work under this purchase order, an equitable adjustment shall be made in the order price and/or time of performance. Seller shall, however, as a condition precedent to any right to such adjustment, submit its written claim for such adjustment to Onto Innovation within 30 days after its receipt of Onto Innovation's change order. Seller shall, unless written instructions to the contrary have been received from Onto Innovation, proceed with the work as changed without interruption and without awaiting settlement of any such claim. No change shall be considered as an addition or alteration to or deduction or deviation from the work called for by the specifications, drawings and samples nor shall Seller be entitled to any compensation for work done pursuant to or in contemplation of a change, unless made pursuant to a written change order issued by Onto Innovation.

**8. Inspection and Acceptance.** Onto Innovation shall have the right to enter the premises of the Seller during normal business hours with respect to the performance of this purchase order, subject to the Seller's

facility rules, regulations, and procedures as they may be applicable. All Products, materials and work in progress shall be subject to inspection and test at all times and places. If any inspections or tests are to be made by Onto Innovation on Seller's premises, Seller shall furnish, without additional charges, all reasonable facilities and assistance for safe and convenient inspections. All inspections and tests shall be performed in such a manner as will not unreasonably delay work.

Acceptance by Onto Innovation of the Products to be supplied under this purchase order shall not occur until final inspection and testing at Onto Innovation's facilities, notwithstanding any payment or other prior inspections or design approvals. Onto Innovation's final inspection and acceptance may not occur until the Products are used and Onto Innovation reserves the right to reject up to such time. If material supplied or work performed by Seller is found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, in addition to all other rights herein, Onto Innovation shall have the right to require the prompt correction thereof by Seller, at Seller's risk and expense. Seller shall bear all risk and expense after receiving notice of rejection from Onto Innovation. If Seller fails to make such corrections promptly, Onto Innovation may make the same and back-charge to Seller the costs incurred by Onto Innovation.

Inspection by Onto Innovation shall not relieve Seller from responsibility for quality control and inspection. Nothing in this Section shall limit any of Onto Innovation rights under any warranty or other clause of the contract formed pursuant to this purchase order.

**9. Warranties & Representations.** Seller hereby represents and warrants that all Products furnished under this purchase order will be new, merchantable and fit for the particular purpose for which it has been purchased, free from defects in design, material, manufacture, and workmanship, will conform to and perform in accordance with the Product specifications and the requirements of this purchase order, will be free and clear of all claims, liens, or encumbrances, and as of the date of manufacture, comply with all applicable safety, health and other laws, rules and regulations applicable to such Products. These warranties shall extend to the future performance of the Products provided pursuant to this purchase order. For services provided, Seller warrants that (a) Seller and the individuals provided by it hereunder possess the experience and ability to perform the services; (b) services will be performed in a timely, workmanlike and professional manner and in conformance with all applicable laws and professional standards; (c) Supplier is not prohibited by any agreement from entering into this purchase order or providing the services contemplated hereby; and (d) Supplier has verified the credentials of the individuals provided by it hereunder and that they are suited to perform the services. Such warranties shall survive inspection, testing, acceptance of, and payment for the Products and services provided hereunder and shall run to Onto Innovation, its successors, assigns, and customers.

At any time within 24 months after acceptance, Seller shall at its sole cost and expense, at Onto Innovation's option, repair, replace or refund the purchase price of any Product which is defective in any of the warranted criteria above. For services provided, Seller shall promptly reperform any services that do not meet the services warranties above. Seller is responsible for the cost and risk of loss of such non-conforming Product while in transit. Except for latent defects and defects which may not reasonably be discovered until the later performance of the Products sold under this purchase order, notice of any defect or nonconformity shall be given by Onto Innovation to the Seller within 24 months after acceptance. Notice of an excepted defect shall be given promptly upon its discovery. Products required to be corrected or replaced shall be

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subject to the applicable provisions of Section in the same manner and to the same extent as Products rejected after initial inspection and testing.

10. **Software License.** As used herein, "Software" means any software and/or firmware provided with, embedded in or that is necessary, required or normally provided by the Seller for the use and/or operation of Products, including bug fixes, updates, enhancements and new releases. "Documentation" means all user documentation necessary to instruct Onto Innovation in the proper installation, use and operation of Software or Products. Seller grants to Onto Innovation a fully paid-up, royalty-free, worldwide, transferable, non-exclusive, irrevocable, perpetual license under all intellectual property rights owned or licensed by Seller and embodied in the Software and/or Documentation to install, copy, use, and distribute to use in connection with Products, Software, and Documentation. Onto Innovation may make a reasonable number of archived copies of Software for back-up purposes. Onto Innovation may copy the Documentation or portions thereof, for internal use purposes. Onto Innovation may transfer the Software and Documentation, and all rights associated therewith, as part of the sale, lease or other transfer of all rights in Product for which the Software and Documentation were provided or required, provided that the transferee agrees to the terms and conditions of this Software and Documentation License. Seller retains all ownership interests in and to Software and Documentation, and except for the express rights and license set forth herein, Onto Innovation receives no other rights or license, whether by implication, estoppel or otherwise. Seller represents and warrants to Onto Innovation that Software will perform in conformance with the purchase specifications, that Software does not contain any viruses at time of delivery to Onto Innovation, and that Seller has all necessary rights, title and interest to grant the rights set forth herein to Onto Innovation, free of any claims, liens or conflicting rights in favor of any third party, and that Seller's use of any "free software" (as such term is defined by the Free Software Foundation) and "open source software" (as such term is defined by the Open Source Initiative) is in compliance with the applicable licensing terms for such software. Seller shall give Onto Innovation a written list of all free and open source software included in the Software, identifying the license applicable to each such program.

11. **Intellectual Property Indemnification.** Seller represents, warrants and guarantees that Products and services delivered under this purchase order do not infringe any third-party intellectual property rights. Seller shall indemnify, hold harmless and defend Onto Innovation, its affiliates, and their customers and each of their officers, directors, employees, successors and assigns from and against any losses, damages, liabilities, fines, penalties, and expenses including attorneys' fees that arise out of or result from any proven or unproven claim of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest which are related by circumstances to the existence of this purchase order, provided that Onto Innovation notifies the Seller in writing of any such claim that it becomes aware of, and cooperates fully with the Seller. Seller shall be given authority, information, and assistance for the defense of an infringement action by Onto Innovation (at Seller's expense). Seller shall pay all damages and costs awarded against Onto Innovation, its successors or assigns. In the event of an injunctive action, Seller agrees, at its sole cost and expense at and Onto Innovation's option, to either (a) procure for Onto Innovation the right to continue to use the Product, (b) to replace or modify the Product so that it becomes non-infringing, or (c) to accept return of the Product and issue Onto Innovation a full refund. Seller shall not be obligated to indemnify Onto Innovation, its subsidiaries, its

and their successors and assigns, officers, employees, agents, end users and resellers, if the infringement or claim is (a) based on use of the Products in combination with other products or software not furnished by Seller where such infringement or claim would not have arisen but for such combination; or (b) the result of the adherence to Onto Innovation's detailed designs, and such designs are the sole cause of the claim.

12. **General Indemnification.** Seller agrees to defend, indemnify and hold harmless Onto Innovation, its officers, directors, employees and customers from and against any and all loss, claims, liabilities, demands, penalties, forfeitures, suits, judgments and the associated costs and expenses (including reasonable attorney's fees), which Onto Innovation may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment and any clean up costs in connection therewith, or any violation of governmental law, regulation or orders, caused, in whole or in part by (a) Seller's breach of any term or provision of this purchase order; (b) any negligent or willful acts, errors or omissions by Seller, its employees, officers, agents, representatives or sub-contractors in the performance of this purchase order; or (c) a defective Product.

13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL ONTO INNOVATION BE LIABLE TO SELLER OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE OR KIND INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, PRODUCTION, GOODWILL OR REVENUE ARISING OUT OF THIS PURCHASE ORDER, EVEN IF ONTO INNOVATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ONTO INNOVATION'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THESE TERMS OR OF ANY TERM OR CONDITION HEREOF OR OF ANY OBLIGATION ARISING IN CONNECTION WITH THE PRODUCTS AND SERVICES SOLD HEREUNDER, SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY ONTO INNOVATION UNDER THE PURCHASE ORDER. THIS LIABILITY LIMIT IS CUMULATIVE AND NOT PER INCIDENT.

14. **Confidentiality.** Onto Innovation's confidential information includes any idea, data, program, technical, business or other intangible information including but not limited to designs, drawings, specifications or other manufacturing information, however conveyed, and any document, print, tape, disk, tool, or other tangible information-conveying or performance-aiding article (collectively referred to as "Confidential Information") owned or controlled by Onto Innovation. Seller will use Onto Innovation Confidential Information provided to Seller to under or in contemplation of this purchase order only for the purpose of carrying out the terms of this order and will protect the Confidential Information against unauthorized disclosure and not disclose such Confidential Information to any party that is not specifically authorized by Onto Innovation to receive it. Seller shall not advertise or publish the fact that Onto Innovation has contracted to purchase goods from Seller, nor shall any information relating to the purchase order be disclosed without Onto Innovation's written permission. Details of this purchase order shall not be disclosed to any third party, nor shall Products be made to Onto Innovation designs or specifications be supplied to any third party without written consent. Seller shall not use Onto Innovation's name or trademarks in advertisements, brochures, reference lists or similar advertisements

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without Onto Innovation's written permission. The foregoing shall not apply to information previously known to the Seller free of obligation or made public through no fault of the Seller. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner at any time by Seller to Onto Innovation shall be deemed secret or confidential, shall be acquired free from any restrictions as a part of the consideration for this purchase order and Seller shall have no rights against Onto Innovation with respect thereto except such rights as may exist under patent laws. Seller shall be liable for any loss or damage to any Information covered by this Section.

Products made in accordance with Onto Innovation's specification, drawings, or samples, shall not be furnished or quoted for any other person or firm nor shall they be copied, sold, offered, or advertised for sale by Seller without the written consent of Onto Innovation. All specifications, drawings, technical, data, tools, jigs, dyes, fixtures, materials and other Products either furnished by Onto Innovation or the cost of which is charged to Onto Innovation shall be returned to Onto Innovation without additional cost immediately upon request.

**15. Compliance With Laws and Codes.** Seller will comply, at Seller's sole expense, with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Products and services provided under this purchase order. Without limiting the foregoing, this includes all applicable commerce, environmental, occupational safety, transportation and securities laws and all employment and labor laws governing Seller and its personnel.

Seller understands its obligations to comply with the United States International Traffic in Arms Regulations ("ITAR") and Export Administration Regulations ("EAR"). It is Seller's sole responsibility to determine whether information or other items provided by Onto Innovation are controlled by the ITAR or the EAR. Seller shall immediately notify Onto Innovation if it is or becomes listed on any excluded or denied party list of an agency of the U.S. Government or its export privileges are denied, suspended or revoked. Seller shall also promptly notify Onto Innovation if it becomes debarred, suspended or proposed for debarment or suspension relating to U.S. Government contracts. Should Products originate from a non-U.S. location, such Products may also be subject to the export control laws of the country in which the Products originate. Seller agrees to comply with all applicable export control laws of that originating country. Onto Innovation may be required to obtain information concerning the citizenship or export status of Seller's personnel. Seller agrees to provide such information as necessary and requested by Onto Innovation to assure Onto Innovation's compliance with applicable export laws and certifies the information to be true and correct when provided.

Seller agrees to review and comply with Onto Innovation's Conflict Minerals Policy and to use commercially reasonable efforts to: (i) identify whether Products contains tantalum, tin, tungsten or gold; (ii) conduct a reasonable country of origin inquiry regarding the origin of such minerals in Products to determine to determine whether such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; (iii) if such minerals originated in covered countries, conduct due diligence on the chain of custody of the source of such minerals for the purpose of identifying the smelter of said minerals; and (iii) assist Onto Innovation in conducting reasonable due diligence concerning the smelters of such minerals. Seller will include the substance of this language in any agreement between Seller and its sub-Sellers. Seller will provide Onto Innovation with reasonable documentation of Seller's and its sub-

Sellers' due diligence efforts with regard to conflict minerals, in a format prescribed by Onto Innovation, when requested by Onto Innovation.

Seller also represents and warrants that it shall, at all times, comply with the Responsible Business Alliance ("RBA") (formerly, the Electronic Industry Citizenship Coalition) code of conduct, as updated from time to time and available at [www.responsiblebusiness.org/standards/code-of-conduct/](http://www.responsiblebusiness.org/standards/code-of-conduct/), or Seller's own code of conduct that is substantially similar to the RBA code of conduct in scope and requirements. Seller shall provide Onto Innovation a certificate(s) of compliance with the RBA (or substantially similar) code of conduct if requested.

**16. Waiver, Remedies & Assignment.** Onto Innovation's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege of Onto Innovation, or Onto Innovation's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. Onto Innovation's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity. This purchase order or any part or interest therein, and any interest hereunder may not be assigned by the Seller without the prior written consent of Onto Innovation. Any assignment by Seller of this purchase order, any interest herein, or any payment due hereunder, or any delegation of Seller's obligations hereunder, without the written consent of Onto Innovation shall void. All claims for monies due or to become due from Onto Innovation shall be subject to setoff or counterclaim arising out of this purchase order or any other Onto Innovation contract with Seller whether before or after the date of this purchase order.

**17. Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this purchase order to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors. Any party whose performance is affected by such Force Majeure shall promptly give written notice to the other party of the occurrence or circumstance upon which it intends to rely to excuse its performance. Onto Innovation may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such Products at the direction of Onto Innovation and shall deliver them when the cause affecting the delay has been removed. Onto Innovation shall be responsible only for Seller's direct additional costs in holding the Products or delaying performance of this purchase order at Onto Innovation's request.

**18. Default.** Seller shall be in default in its performance of this purchase order for any action or omission constituting to breach of the terms herein, including but not limited to: (a) Seller's failure to deliver the Products in compliance with the delivery schedule; (b) Seller's failure to comply within 10 days of having received written notice from Onto Innovation with any other provision of this purchase order; (c) Seller's failure to make progress so as to endanger performance; or (d) Seller's breach of the warranties set forth in Section 9 (Warranties & Representations). Notice of default will be given by Onto Innovation to Seller. If Seller is in default Onto Innovation may terminate this purchase order of any part thereof and invoke all rights and remedies provided by law or under this purchase order or any part thereof and invoke all rights and remedies provided by law or under this purchase order, including but not limited to the procurement of similar Products from other supplies in such terms and conditions as Onto Innovation determines to be appropriate. Onto Innovation may charge Seller for

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any excess costs thereby incurred, in addition to any other damages it suffers as a result the default.

19. **Termination.** If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if any proceeding under any bankruptcy or insolvency laws is brought against Seller or receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Onto Innovation may terminate this purchase order without liability except for deliveries previously made for Products and subsequently delivered in accordance with the terms of this purchase order.

20. **Governing Law.** This purchase order shall be deemed an agreement made in the Commonwealth of Massachusetts and governed by the laws thereof, including the UCC, without regard for conflicts of law and without regard to any modifications of the UCC. Unless the contrary is specifically stated, all rights and remedies provided herein shall be in addition to, and not in place of, those provided by applicable law. The titles of the articles set forth above are for convenience only and shall not be applied to limit or restrict the meanings of the same. The provisions of the United Nations Convention on Contracts for International Sale of Goods shall not apply to the purchase order. Seller shall comply at their own expense with all applicable federal, state, local and foreign laws, ordinances, regulations and codes.

21. **Relationship.** The relationship between Onto Innovation and Seller is that of independent contractors. Neither party is authorized to create or assume any obligation on behalf of the other. This purchase order is intended solely for the benefit of the parties hereto. Nothing herein is to be construed to create any duty or standard of care to any person not a party to this purchase order.

22. **Severability.** If any term or provision of this purchase order or the application to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this purchase order, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this purchase order shall be valid and shall be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The purchase order, its related schedules and these terms and conditions constitute the entire agreement between the parties hereto with respect to Products and services, and supersedes all prior arrangements, representations, statements, negotiations, understandings, if any, whether written or oral except as expressly set forth herein. Neither performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, amend or supplement these terms and conditions. Terms and conditions contained in printed forms, including without limitation purchase orders and order acknowledgements of Onto Innovation shall not amend or enlarge these terms and conditions, without the specific written consent of the other party. These terms and conditions may be amended only in writing, signed by the parties hereto.