

## Supplier General Instructions

**ASM terms and conditions to apply:** The ASM Terms and Conditions for the Purchase of Goods and Services contained herein apply to all purchase orders transmitted from the Customer and any contrary or inconsistent terms or conditions of sale by the Supplier are expressly rejected. THE TERMS AND CONDITIONS CONTAINED HEREIN WILL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT OF THE PARTIES. THE SUPPLIER'S ACCEPTANCE OF THE CUSTOMER'S PURCHASE ORDER FOR THE PRODUCTS SOLD HEREUNDER WILL IRREVOCABLY MANIFEST THE SUPPLIER'S ASSENT TO THE TERMS AND CONDITIONS HEREOF. The Customer's failure to object to provisions contained in any communications from the Supplier shall not be deemed a waiver of objection of these provisions.

In these Supplier General Instructions,

- The "Customer" or "us" refers to the ASM entity issuing this Purchase Order.
- The "Supplier" or "you" refers to the Vendor stated on the face of this Purchase Order.

Without prejudice to the attached ASM Terms and Conditions for the Purchase of Goods and Services, the Supplier must also follow these instructions:

1. **Delivery confirmation:** Please contact us **within three (3) business days** of the date of the Purchase Order, **if you are unable to make any scheduled delivery date** and state the reasons thereof. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the delivery terms.
2. **Packing slip:** Each shipment must be accompanied by a complete packing slip. The packing slip must clearly state (1) the vendor code (2) ASM supplier number (3) purchase order number (4) quantity (5) item number (6) description (7) ASM part number and its revision history (8) DIR version (9) HS Code and (10) country of origin.
3. **Invoices and credit notes:** Invoices must clearly state (1) The full and correct ASM entity name (2) the vendor code (3) ASM supplier number (4) purchase order number (5) item number (6) ASM part number and its revision (7) DIR version (8) Currency (9) HS Code (10) country of origin and (11) air waybill or bill of lading number if applicable. Invoices without the required information may be rejected and returned to the Supplier. Any credit notes must be accompanied by the reason for issuing the credit note and original tax invoice number.
4. **Changes and modifications:**
  - a. The Customer expressly rejects any changes or amendments to the Purchase Order made by the Supplier and no such changes or amendments to the Purchase Order will be valid unless the Customer re-issues the Purchase Order expressly reflecting such changes
  - b. Upon the establishment of a configuration and/or manufacturing process, the configuration and/or manufacturing process and/or production flow shall be locked.
  - c. The Supplier shall ensure that sub-suppliers conform to ASM standards for change and configuration control.
  - d. The Supplier shall forecast any relevant changes and obtain the Customer's approval in respect of such changes at least 12 months prior to confirmation and delivery of orders.
  - e. **Without the Customer's prior written approval**, the Supplier **shall not** make any modifications, revisions or engineering changes that affect

- i. the form, fit or function of the goods including but not limited to size, shape, color, function, electrical requirements, cooling, maintainability, compatibility, interchangeability, reliability or safety agency approvals; and/or
    - ii. design, suppliers, materials, processes, tooling/equipment, software, etc.
  - f. **Without the Customer's prior written approval**, the Supplier **shall not** make any changes to products and/or processes used to create/produce ASM products.
5. **Shipping Instructions:**
- a. The Supplier is to adhere to the Customer's shipping instructions as per the ASM routing guide available on the Supplier Information portal at <https://www.asm.com/service-and-support/supplier-information>.
  - b. The Supplier shall not leave any supplier logo, name or contact information on packaging, except on the shipping documents.
6. **Instruction to all steel suppliers:** In accordance with 19 C.F.R. 141.89, you are required to provide to us a mill certificate certifying the manufacturing standards of the products produced by the mill in respect of any steel mill or goods made of steel that are destined for the United States.
7. **Other instructions:**
- a. The Supplier shall monitor component lifecycles.
  - b. The Supplier shall provide to ASM the projected end-of-life time frames.
  - c. In case Core Spec(s) and Module Based Spec(s) are provided, Core Spec(s) are leading.
  - d. If a part or material has an associated bill of materials (BOM), the BOM must be checked on any applicable or additional supporting specifications.
  - e. The Supplier shall adhere to all of the Customer's product and quality specifications.