Extended Terms and Conditions

ETC · Code of Conduct and supplementary conditions for business partners

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The ETC supplement the General Terms and Conditions of Purchase and the General Terms and Conditions of Sale of GTC GmbH. The Code of Conduct in Part B is to be confirmed by the Business Partner.

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The clauses are numbered consecutively across all Parts, so that every cross-reference is unambiguous.

PART A

Scope and Structure of the ETC

1. Scope and Structure of the ETC

1.1 These GTC Extended Terms and Conditions (hereinafter "**ETC**") apply to the business and legal relationships between GTC GmbH (hereinafter GTC) and GTC's business partners (hereinafter "Business Partner").

1.2 The ETC contain rules and stipulations governing a smooth course of business between GTC and the Business Partner.

1.3 The ETC are divided into the General Extended Terms and Conditions (G-ETC), which apply to all business transactions, and the Automotive Extended Terms and Conditions (A-ETC), which supplement them with automotive-specific requirements. The G-ETC and A-ETC apply in addition to GTC's General Terms and Conditions of Purchase and to GTC's General Terms and Conditions of Sale (national and international).

1.4 Unless expressly agreed otherwise, the ETC take precedence.

1.5 The ETC are published on the GTC homepage (www.gtc-electronics.com) and are subject to an annual review and, where required, to an update. In the event of statutory or operational adjustments, an update may also be made during the year, of which our business partners will be informed separately.

1.6 The ETC are published in a German and an English version in each case. Both language versions apply in their own right; neither takes precedence over the other. Where one language version deviates from the other, the version made accessible to the Business Partner applies as worded for the business relationship concerned; GTC bears the risk of a deviating translation.

PART B

G-ETC — Code of Conduct for Business Partners

2. Preamble

2.1 GTC GmbH and all companies affiliated with it under the German Stock Corporation Act (hereinafter "GTC") and its business partners (hereinafter "Business Partner") pursue a sustainable corporate policy for which compliance with the law, integrity and respectful and fair dealings internally and externally are equally decisive. In order to preserve and promote these values, we have set out the following principles in this Code of Conduct for Business Partners.

2.2 For reasons of simplicity, only the masculine form is used in this document. Persons of female, male or diverse gender are equally included.

3. Field of Application

3.1 The Code of Conduct for Business Partners forms the basis for the cooperation between the Business Partner and GTC. It applies to all business activities of GTC and of the Business Partner. The values and principles contained therein must be implemented and observed by the business partners themselves as well as by all members of their organisations. The Business Partner shall endeavour to oblige all of its suppliers, consultants and other service providers to implement the Code of Conduct and to align their conduct with the values and requirements set out here. This Code of Conduct applies as a contractual component of every existing or prospective agreement between the Business Partner and GTC. In addition, all business partners are expected to promote the implementation of the values named here in their own supply chain as well and to communicate and monitor it appropriately.

4. Supply Chain

4.1 The Business Partner shall endeavour to observe appropriately, in its supply chains, the provisions applicable in Germany and in the European Union on compliance with human rights and environmental due diligence obligations, with the aim of preventing or minimising human rights or environmental risks or of ending the violation of human rights or environmental obligations.

5. Sustainable Business Activity

5.1 The Business Partner shall strive for economic, ecological and social sustainability in its business relationships, from its own employees through to its own external business partners. Accordingly, all actions of the Business Partner and of the acting employees are directed towards an economically successful activity in the long term.

5.2 The Business Partner observes all applicable laws and other relevant provisions which apply in Germany, in the European Union and in the country of the Business Partner's business activity. The self-commitment to act economically, socially and in an environmentally conscious manner also means observing prohibitions of cartels and restraints of competition.

5.3 In addition, the Business Partner warrants that it complies with the United Nations Guiding Principles on Business and Human Rights and with the UN Global Compact. Further international standards are also to be observed, taking into account the statutory provisions applicable in each case. These include standards such as the Guidelines for Multinational Enterprises of the Organisation for Economic Co-operation and Development (OECD) as well as the Universal Declaration of Human Rights and the core labour standards of the International Labour Organization (ILO).

5.4 The Business Partner shall endeavour to use resources sparingly and shall seek to reduce emissions in order thereby to contribute to environmental protection. In addition, the Business Partner shall endeavour to use renewable energies, shall seek to minimise waste and to preserve the quality of groundwater and to reduce water consumption in day-to-day business. In handling chemicals the Business Partner pursues responsible chemicals management.

5.5 In shaping its employment and customer relationships, the Business Partner stands for fairness, transparency and honesty. The Business Partner takes care to avoid any kind of discrimination and pays attention to a high level of safety, quality and conformity of its products and services with regard to the provisions applicable in each case.

6. Corporate Culture

6.1 We expect our business partners to pursue a human resources policy which promotes not only professional development opportunities but also personal growth. The Business Partner shall endeavour to enable a free exchange of opinions, constructive criticism and innovative ideas. Employees are to be treated equally, fairly and in accordance with principle. The Business Partner promotes a sense of community through impartial, unbiased and objective cooperation. The Business Partner respects the personalities, the characters and the ethnic backgrounds of its employees. Disrespectful conduct, harassment of any kind, disparagement, intrigue and damage to reputation are not accepted.

6.2 The Business Partner promotes diversity, equality as well as inclusion and women's rights. The rights of minorities and indigenous peoples are respected and observed. Land, forest and water rights are respected and forced evictions from land are rejected. The corporate culture and the values described here are also to shape dealings with persons outside the company, such as applicants or employees of business partners.

7. Working Conditions

7.1 The Business Partner complies with the labour laws applicable in each case. In doing so, the Business Partner is to ensure compliance with the following minimum standards:

7.2 The Business Partner employs workers only where the working conditions do not infringe applicable laws. Only workers are engaged who hold a lawful work permit or who obtain one after engagement with the Business Partner's support. The Business Partner respects the employees' right to freedom of association and to collective bargaining. The remuneration of the employees corresponds at least to the statutory minimum wage applicable in the respective country and is, like any additional benefits, recorded in writing before the commencement of an employment relationship. The Business Partner observes all statutory working time provisions as well as the protection of the high standard of the living and working environment.

7.3 There must be no discrimination, disadvantage, harassment or preferential treatment of a person on account of their individual characteristics in engagement, remuneration, training, promotion or other employment practices. These characteristics include, among others, gender, religion, descent, skin colour, nationality, sexual orientation, age, marital status or further legally protected characteristics. The sole basis for all professional decisions must be the suitability of the respective employee for the activity to be performed.

7.4 In the context of ethical recruitment, the Business Partner is called upon to observe the principles of recruitment ethics, fairness, integrity, professional conduct and fair practice in dealing with applicants and future employees. In addition, the Business Partner should ensure transparency and equal treatment in both the application and the hiring process and provide a fair framework for every applicant.

7.5 The Business Partner undertakes not to tolerate any form of child labour, slavery, forced labour or human trafficking. In addition, it observes the statutory provisions applicable in each case on the minimum age for the employment of workers.

7.6 When engaging private security personnel, the Business Partner shall, in selecting them, have regard to the necessary professional and personal qualifications and competences.

8. Relationship with Customers and Competitors of the Business Partner

8.1 The protection of free and fair competition is to be observed in all relationships between the Business Partner and its customers as well as competitors of the Business Partner.

8.2 The Business Partner shall refrain from any form of bribery, for example by granting or accepting an advantage. Corruption and bribery are not tolerated. If a case of corruption or bribery becomes known, the Business Partner shall take action against it without delay. Business relationships and any invitations or benefits connected with them must remain within the limits of hospitality customary in business and must not procure any personal or financial advantage for those involved.

8.3 In dealings with public officials, employees of authorities and politicians, the compliance provisions applicable in each case are to be observed and complied with. For that reason the Business Partner should avoid even the appearance of improper influence in dealings with such groups of persons.

8.4 Conflicts of interest may arise where personal or one's own financial interests collide with the interests of GTC or with the interests of the business partners. Such conflicts of interest may arise, for example, in connection with gifts, invitations, participations, the assumption of a mandate or secondary activities for competitors. The emergence of an actual or possible conflict of interest is to be avoided. Gifts of only minor value should also be avoided where possible.

9. Compliance with Export Control, Customs and Tax Provisions

9.1 The Business Partner ensures compliance not only with German foreign trade law and with customs and tax law but also with the provisions of other states in which the company operates. The Business Partner always acts in accordance with all applicable laws and provisions on export control and customs clearance.

10. Protection of Corporate Assets

10.1 The Business Partner ensures that its employees handle its own corporate property and that of third parties properly. The Business Partner protects itself and its business partners against loss, damage, misuse, theft, misappropriation or destruction of corporate property.

10.2 Confidentiality and the protection of confidential and legally protected data is a precondition of all corporate activities. Intellectual property in particular (in particular trade secrets, patents, trademarks and copyrights, but also business and marketing plans, drafts, business documents, salary data and all other unpublished financial data and reports) is subject to confidentiality. The use, further processing or placing on the market of counterfeit goods is not approved by the Business Partner. The publication of information must be approved in advance or be mandatory on account of laws or regulations in order to be permitted. Intellectual property and other confidential information constitute an important asset of companies and are to be specially protected against misuse. The creation of counterfeit goods is prohibited and intellectual property of third parties is always to be identified as such.

10.3 The obligations of confidentiality are always to be observed by all persons involved in the Business Partner's organisation. Information is to be passed on to the persons involved at the required time, correctly and completely. Data administered by the Business Partner are protected against manipulation, loss, destruction or against access by unauthorised third parties or unauthorised disclosure.

10.4 The Business Partner undertakes to comply with the General Data Protection Regulation and with all other statutory provisions. In doing so it ensures the protection and confidentiality of personal data and uses only such data as are required for effective operations or for compliance with the law.

10.5 The Business Partner uses its infrastructure properly and questions unclear actions as well as warning signs indicating misuse of or an attack on the infrastructure. It reports suspicious actions, such as phishing e-mails, to its IT department and takes appropriate countermeasures.

10.6 The Business Partner shall endeavour to maintain a professional presence of its own company in all forms of communication, including within social media and other public portals. The Business Partner speaks out in favour of tolerance and respect and against hatred, including online.

11. Disclosure of Insider Information

11.1 The Business Partner promotes fair trading in securities and prohibits the misuse of insider information. The applicable (criminal) laws are to be observed.

12. Prevention of Money Laundering and Protection against Terrorist Financing

12.1 The Business Partner complies with the statutory provisions on the prevention of money laundering and terrorist financing and does not participate in transactions which serve to conceal and / or integrate illegally obtained money or illegally acquired assets. It thereby prevents funds from being made available for terrorist offences or for the support of terrorist organisations.

13. Financial Responsibility

13.1 Within the framework of the obligations incumbent upon it by law, the Business Partner shall report to GTC transparently and honestly on its assets, financial position and results of operations. The Business Partner observes the obligations to cooperate with the tax authorities.

14. Health Protection and Occupational Safety

14.1 The Business Partner shall endeavour to set up its employees' workplaces ergonomically in accordance with recognised safety and occupational health rules in order, alongside accident-free and low-strain activity, at the same time to improve the performance opportunities of the employees at the workplace.

14.2 The Business Partner protects its employees against fire, accidents and the unintended release of hazardous substances. To this end the Business Partner ensures appropriate occupational safety and health protection.

15. Technical Compliance

15.1 The Business Partner must comply with the technical rules which, in accordance with the contractual agreements with GTC, apply to the item it supplies (for example regulations, directives, laws and technical standards), taking into account the objective of the respective rule. The Business Partner must create suitable structures within its organisation in order to ensure compliance with these technical rules during the product development process.

16. Whistleblower System

16.1 The Business Partner is in particular obliged to comply with the German Act for Better Protection of Whistleblowers.

17. Environmental Protection

17.1 The Business Partner ensures compliance with the relevant environmental provisions through regular review and assessment of the applicable laws and regulations. In addition, it is the Business Partner's objective to improve the company's environmental performance continuously, to prevent environmental impacts and to pursue active environmental protection. The Business Partner therefore places particular value, in respect of products and processes, on an ecological life cycle (development – production – logistics – use – disposal).

17.2 The following aspects serve this purpose in particular:

- efficient and economical use of materials, resources and energy
- an environmentally friendly manufacturing process using current technologies
- avoidance of emissions in all areas

- informed, motivated and committed employees
- health protection and occupational safety in order to prevent hazards and risks
- suppliers and partners who take account of the generally applicable environmental standards

18. Auditing

18.1 GTC has the right to verify compliance with the Code of Conduct and to audit it once a year. The Business Partner is obliged to grant GTC access to its business premises for the purpose of carrying out the audit, to support GTC in carrying out the audit and to grant inspection of such documents as evidence compliance with the provisions of this Code of Conduct.

19. Consequences of Breaches

19.1 In the event of a breach of this Code of Conduct by the Business Partner, GTC has the right to terminate the contractual relationship with immediate effect, that is to say without notice period, and to report any breaches of applicable laws to the extent that GTC is obliged to report them. The Business Partner is obliged to report breaches of this Code of Conduct or of statutory provisions which could have effects on its own reputation or on that of GTC or on their business relationship to GTC's compliance department without delay. The Business Partner is obliged to take countermeasures as quickly as possible in order to prevent a breach of the Code of Conduct and to minimise the risks of future breaches.

20. Applicable Law and Arbitration

20.1 GTC and the Business Partner agree on the application of the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980. All disputes with business partners outside the European Union arising out of or in connection with this Code of Conduct must be heard by the International Court of Arbitration of the International Chamber of Commerce and finally decided under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with those Rules. The place of the arbitration proceedings is Munich, Federal Republic of Germany. The language of the arbitration proceedings is English.

Confirmation of the Code of Conduct

GTC compliance department:
E-mail: compliance@gtc-electronics.com
Rolf Schmid
Managing Director, GTC GmbH

The Business Partner hereby confirms that it has read and understood the Code and that it complies with it:

Company	Place
Date	Name in block letters
Position	Signature and company stamp

PART C

A-ETC — Automotive-Specific Requirements

21. Field of Application of the A-ETC

21.1 These A-ETC apply to deliveries of parts, spare parts, components and systems including software which are intended for use in motor vehicles and which are delivered to GTC by a Business Partner (hereinafter: “Vehicle Parts”).

22. Quality

22.1 Vehicle Parts are to be supplied free from defects. In particular, the Business Partner must ensure that its deliveries are fit for the use contractually presupposed and that they are of impeccable quality with regard to the materials used and the workmanship. For its deliveries the Business Partner must comply with the state of science and technology, the safety provisions and the agreed technical data, specifications and quality requirements. The Business Partner must also ensure that the parts comply with the national and international laws and regulations applicable to the respective part in the sales markets. Changes to the part require GTC’s prior written consent.

22.2 The Business Partner is obliged to establish and maintain a certified quality and environmental management system in accordance with the recognised and respectively current standards of the international automotive industry (DIN EN ISO 9001 and IATF 16949 as well as DIN EN ISO 14001). Where the Business Partner does not have such a system or is (no longer) able to maintain one, it must notify this without being requested to do so and without delay, document processes in accordance with GTC’s requirements, and manufacture or render the Contract Products in accordance with the test procedures determined by GTC and using the test equipment determined by GTC. GTC and GTC’s customers are entitled to audit the Business Partner’s management systems upon prior notice. Having regard to GTC’s responsibility towards its customers and in order to comply with all statutory provisions, the Business Partner must provide GTC with all necessary information and grant GTC access to all relevant documents, production facilities, processes and procedures, and must ensure that this is also possible at sub-contractors.

22.3 The objective is to implement a “zero-defect strategy” and to meet the requirements of GTC and those of its customers in full.

22.4 The minimum level for approval as a business partner of GTC is quality management certification in accordance with DIN EN ISO 9001. The minimum development level for business partners supplying Vehicle Parts is the “MAQMSR” (Minimum Automotive Quality Management System Requirements for Sub-Tier Suppliers). Where necessary, GTC has the right to assess the processes relating to the Vehicle Parts at the Business Partner’s premises. In addition, GTC is entitled to carry out audits at the Business Partner’s premises.

22.5 Where an authority responsible for the safety standards of motor vehicles requires the examination of the production process and the disclosure of test records, the Business Partner must, at GTC’s request, make the test records available to the authority concerned and support the authority to an appropriate extent.

22.6 In the event of contradictions between the contractual agreements and IATF 16949, the contractual agreements take precedence.

22.7 The Business Partner must retain quality records (in particular regarding manufacturing batches and manufacturing times, end-of-line testing, outgoing goods inspection and documents relevant to traceability) as well as records and documents relevant to safety and development for a period of at least 15 years.

22.8 The Business Partner shall agree a quality assurance agreement with GTC.

23. Claims for Defects

23.1 Claims for defects become time-barred upon expiry of 33 months from delivery of the Vehicle Parts by GTC to the end customer, but at the latest upon expiry of 36 months from delivery to GTC.

23.2 For Vehicle Parts which are distributed in non-EU states by the GTC customer, claims for defects in respect of the Vehicle Parts installed in those vehicles become time-barred upon expiry of 48 months from delivery of the Vehicle Parts by GTC to the customer, but at the latest upon expiry of 54 months from delivery to GTC.

23.3 GTC reserves the right to agree separate arrangements with the Business Partner on warranty management (for example in accordance with the VDA volume on field failure analysis).

23.4 Other statutory or contractual rights of GTC remain unaffected by the provisions of this clause.

23.5 The acceptance or approval of samples or specimens submitted, as well as a release (for example for series production), does not constitute a waiver of the warranty claims.

24. Securing of Title

24.1 Tools, fixtures, models, dies, templates, samples, specifications, drawings, sketches, any production equipment, design data and other parts, containers and packaging (hereinafter, for the purposes of this clause only, "**Production Equipment**") which GTC makes available to the Business Partner remain the property of GTC. Production Equipment manufactured by the Business Partner for GTC for contractual purposes passes into GTC's ownership upon payment. The Production Equipment is to be marked by the Business Partner at its own cost as the property of GTC, to be stored carefully, to be serviced and maintained, to be secured against damage of any kind and to be used only for purposes agreed with GTC. Any incidents in connection with the Production Equipment are to be notified to GTC without delay. Upon termination of the business relationship or at GTC's request, all items are to be surrendered to GTC in proper condition.

24.2 In addition, GTC reserves title to orders and instructions issued by GTC, as well as to drawings, illustrations, calculations, descriptions and other documents made available to the Business Partner, and reserves any rights therein.

24.3 Tools which are made available to the Business Partner by GTC or paid for in full by GTC may be used only for the purpose of supply and performance to GTC and not for other purposes. With GTC's prior written consent, the Business Partner is permitted to use the tools for deliveries to third parties.

24.4 Retentions of title of the Business Partner apply only where they have been expressly agreed in writing between GTC and the Business Partner. Extended or prolonged retentions of title of the Business Partner are not permissible.

25. Spare Parts

25.1 The Business Partner is obliged to ensure a supply of spare parts. In particular, the Business Partner is obliged to supply GTC with spare parts for the Vehicle Parts for a period of at least 15 years after the agreed end-of-production date. The securing of the availability of discontinued Vehicle Parts, in particular in the field of electronic components, is carried out by the Business Partner together with GTC on the basis of forecast requirement figures until the end of the supply obligation. Delivery is made at GTC's request.

25.2 The supply of such spare parts may be made only and not before an order has been placed by GTC. Adjustments in production, distribution and other processes (for example the setting up of plant and equipment) to any required quantities relating to the supply of spare parts must be approved by GTC. The Business Partner bears all costs arising in connection with the establishment or maintenance of the supply of spare parts. GTC is obliged to accept spare parts only and not before GTC has ordered such spare parts.

26. Environmental Protection

26.1 Business partners supplying GTC with production materials and raw materials must, where applicable, record the key figures set out below in respect of those deliveries per calendar year.

- total energy input in MWh
- composition of the energy sources used, in shares
- CO2-eq. emissions from Scope 1 and 2 under the GHG Protocol, in t
- share of primary and secondary materials in %
- total water consumption in m³
- process waste water in m³
- waste for disposal in t
- waste for recovery in t
- VOC emissions (volatile organic compounds) in t.

26.2 The Business Partner must retain the key figures for at least a period of 10 years after the end of the respective calendar year and notify them to GTC upon request.

PART D

Special Provisions for GTC Tools

27. Definition

27.1 The section “SPECIAL PROVISIONS FOR GTC TOOLS” applies to all tools. “Tools” within the meaning of the section “SPECIAL PROVISIONS FOR GTC TOOLS” are exclusively primary shaping, forming and separating tools as defined in DIN 8580/8582/8588.

28. Field of Application

28.1 All provisions of these A-ETC apply to tools held at sub-suppliers or other third parties. The Business Partner is obliged to ensure that its sub-suppliers or third parties (hereinafter: “Third Parties”) at whose premises the tools are located conduct themselves in accordance with these A-ETC and grant GTC the rights named in the A-ETC. This applies in particular to the marking of the tools as the property of GTC or of its customers (hereinafter “GTC Tools”).

28.2 The Business Partner must treat all tools and other operating equipment with the necessary care.

28.3 In this connection the Business Partner must ensure the proper supply of GTC.

28.4 GTC is entitled to verify compliance with all obligations of the Business Partner and of Third Parties at the Business Partner’s premises upon prior arrangement. The Business Partner shall support GTC in this and indemnify it against costs.

29. General Supplementary Provisions for Tools

29.1 Where GTC is not the owner of the tools, GTC receives security title to the tools in order to secure supply. GTC may demand surrender of the tools in the event of an interruption of supply. If GTC demands surrender, GTC must reimburse the Business Partner for the portion of the cost of the tools which has not yet been amortised. Upon reimbursement of costs, GTC obtains unrestricted ownership of the tools. The Business Partner undertakes to scrap tools which it uses or has used for the manufacture of parts for GTC only with GTC’s prior written consent. Should GTC not consent to scrapping, an arrangement on the costs is to be reached by mutual agreement. The provisions of this clause apply in particular, but not exclusively, to fixtures and gauges as well.

30. GTC Tools

30.1 The following provisions govern the rights and obligations of the Business Partner and of GTC in the use of GTC Tools by the Business Partner, unless determined otherwise by contract between the Business Partner and GTC.

31. Provision of Tools

31.1 The Business Partner is entitled and obliged to use the GTC Tools within the framework of the contract concluded with GTC concerning the part to be manufactured with the GTC Tools. Any use of the GTC Tools deviating therefrom, in particular the production of parts for supply to third parties or the granting of use to third parties without GTC’s written consent, is prohibited to the Business Partner.

32. Maintenance and Tool Upkeep

32.1 The Business Partner is responsible for the defect-free functional capability of the GTC Tools during their use in the supply to GTC which it has assumed by contract. The Business Partner must ensure the constant fault-free operational readiness of the tools for the purpose of defect-free delivery to GTC through ongoing preventive maintenance and repair at its own cost. This maintenance and repair comprise in particular all expenditure for maintaining operational readiness and for remedying all defects and damage as well as all changes and deteriorations resulting from use. In return, GTC makes the GTC Tools available to the Business Partner free of charge.

33. Tool Changes

33.1 Where tool changes become necessary on account of changes to GTC's technical requirements, the Business Partner must submit a written change offer to GTC. The Business Partner may carry out the tool change only after a written order has been placed by GTC. A tool life history, that is to say in particular comprehensive documentation of every change to every tool, is to be maintained.

34. Marking and Inventory

34.1 The Business Partner must mark the GTC Tools clearly and permanently as the property of GTC or of its customers (see the clause "Special Provisions for GTC Tools — Field of Application"). If the ownership of GTC or of its customers is endangered by enforcement measures, in particular by seizure, attachment or insolvency proceedings, the Business Partner must inform GTC thereof without delay. In every case the enforcement body is to be advised of the ownership right without delay.

34.2 The Business Partner shall provide GTC with the necessary and / or requested information regarding the tools in its possession. Changes to the places of use of the tools require GTC's prior release.

35. Liability

35.1 The Business Partner is liable for all defects, damage, changes or deteriorations of the tools. The Business Partner's liability does not apply to the extent that the defects, damage, changes or deteriorations of the tools are attributable to force majeure. The Business Partner must ensure that no personal injury or damage to property is caused by the tools. It shall indemnify GTC against such claims for damages.

36. Obligation to Return, Right of Retention

36.1 Upon the end of supply or at GTC's request, the Business Partner shall as a matter of principle hand over the GTC Tools to GTC in the condition which exists following proper performance of the Business Partner's obligations under these A-ETC. Liens and rights of retention of the Business Partner in the tools of any kind whatsoever are excluded.

37. Tools for Standard and DIN Parts as well as Semiconductor Products

37.1 GTC does not acquire ownership of tools for the manufacture of standard and DIN parts. The same applies to tools, fixtures and gauges which are used for the manufacture of semiconductor products.