

Edgar Filing: MKS INSTRUMENTS INC - Form 8-K

MKS INSTRUMENTS INC
Form 8-K
April 27, 2005

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 21, 2005

MKS Instruments, Inc.

(Exact name of registrant as specified in its charter)

Massachusetts

0-23621

04-2277512

(State or other jurisdiction of
incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

90 Industrial Way, Wilmington, Massachusetts

01887

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (978) 284-4000

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On April 21, 2005, MKS Instruments, Inc. ("MKS") entered into a written Global Supply Agreement (the "Agreement") with its customer Applied Materials, Inc. ("Applied"). The Agreement sets forth the terms and conditions governing the sale by MKS of certain identified products (the "Products") to Applied. The Agreement is effective from April 21, 2005 through April 20, 2008, unless sooner

Edgar Filing: MKS INSTRUMENTS INC - Form 8-K

terminated or unless extended pursuant to the terms of the Agreement. The Agreement does not obligate Applied to purchase any Products, but sets forth certain terms that will apply to any purchases of Products that are effected during the effective period of the Agreement. Such terms including pricing and payment terms, order and cancellation procedures, inventory management, manufacturing and delivery requirements and warranties. The Agreement provides that MKS shall keep confidential any proprietary information that is disclosed to MKS and restricts MKS' use of such information. The Agreement also establishes the parties' respective intellectual property rights with respect to different categories of Products. MKS agrees to indemnify Applied for certain damages and losses.

A copy of the agreement is attached to this Current Report on Form 8-K as Exhibit 99.1.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

| Exhibit Number ----- | Description ----- |
|----------------------------|--|
| 99.1 | Global Supply Agreement between MKS Instruments, Inc. and Applied Materials, Inc., dated April 21, 2005. |

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 27, 2005

MKS Instruments, Inc.

By: /s/ Ronald Weigner

Ronald C. Weigner,
Vice President & Chief Financial Officer