

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): January 8, 2001

Entegris, Inc.
(Exact name of registrant as specified in its charter)

Commission File No. 000-30789

Minnesota
(State or other jurisdiction of
incorporation or organization)

41-1941551
(IRS Employer
Identification No.)

3500 Lyman Boulevard
Chaska, Minnesota 55318
(Address of principal executive offices)

(952) 556-3131
(Registrant's telephone number, including area code)

Item 5. Other Events

See Exhibit 99 attached hereto.

Item 7. Financial Statements and Exhibits

(c) Exhibits

- 10.1 Agreement between Entegris, Inc, Fluoroware, Inc. and Metron Technology N.V., dated January 8, 2001
- 10.2 Transition Agreement between Entegris, Inc, Fluoroware, Inc. and Metron Technology N.V., dated January 8, 2001, as supplemented by letter dated February 23, 2001
- 10.3 Worldwide Stocking Distributor Agreement between Fluid Handling Group Entegris, Inc. and Metron Technology N.V. dated March 1, 2001
- 99 Press Release dated March 1, 2001

Signatures

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

ENTEGRIS, INC.

Date: January 8, 2001

By: \s\ John D. Villas

John D. Villas
Chief Financial Officer

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of January 8, 2001 by and among ENTEGRIS, INC., a Minnesota corporation ("Entegris"), FLUOROWARE, INC., a Minnesota corporation and wholly owned subsidiary of Entegris ("Fluoroware"), and METRON TECHNOLOGY N.V. (successor to METRON SEMICONDUCTORS EUROPA, B.V.), a Netherlands corporation ("Metron").

RECITALS

A. Fluoroware, Inc. and Metron Semiconductors Europa, B.V. are parties to that certain Distribution Agreement, dated as of July 6, 1995 (the "Distribution Agreement"), and Kyser Company, a wholly owned subsidiary of Metron, and Fluoroware are parties to that certain U.S. Stocking Distributor Five-Year Agreement dated September 1, 1997 (the "Kyser Agreement").

B. On June 7, 1999, Fluoroware was consolidated into Entegris as a wholly owned subsidiary, and Entegris effectively assumed all rights and obligations of the Distribution Agreement and the Kyser Agreement.

C. The parties hereto wish to terminate the Distribution Agreement and the Kyser Agreement, enter into a new distribution agreement and enter into a transition agreement during the interim period upon the terms and conditions set forth herein.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. TERMINATION OF DISTRIBUTION AGREEMENT; RELATED TRANSACTIONS.

1.1 Termination of Distribution Agreement. On the terms and subject to the conditions stated in this Agreement, the parties hereby agree to terminate the Distribution Agreement and the Kyser Agreement effective as of the close of business on February 28, 2001 ("Effective Date"); provided, however, that the Effective Date shall not occur and neither the Distribution Agreement nor the Kyser Agreement shall terminate in the event that the Transition Agreement (as defined below) and the Fluid Handling Group Distribution Agreement (as defined below) have not been executed and delivered as of the close of business on February 28, 2001, to be effective March 1, 2001.

1.2 Stock Transfer. Entegris agrees to assign and transfer to Metron on the Effective Date One Million One Hundred Twenty-five Thousand (1,125,000) common shares, par value NLG 0.96 per share, of Metron ("Metron Technology Shares"). Entegris shall deliver to Metron the share certificates representing the Metron Technology Shares, duly endorsed (or accompanied by duly executed stock powers) and with signatures guaranteed by a commercial bank or by a member firm of the New York Stock Exchange.

1.3 Termination Fee. If the Effective Date has occurred, Entegris agrees to pay to Metron a termination fee in the amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) (the "Termination Fee"). The Termination Fee will be paid by wire transfer of immediately available funds to an account designated in writing by Metron according to the following schedule:

May 31, 2001:	\$750,000
August 31, 2001:	\$500,000
November 30, 2001:	\$200,000
February 28, 2002:	\$150,000
May 31, 2002:	\$150,000

2. REPRESENTATIONS AND WARRANTIES OF ENTEGRIS. Entegris represents and warrants to Metron at and as of the date of this Agreement and as of the Effective Date as follows:

2.1 Ownership of Metron Technology Shares. Entegris is the owner of the Metron Technology Shares, free and clear of all liens and encumbrances.

2.2 Authority; Binding Nature of Agreement. Entegris has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by Entegris of this Agreement have been duly authorized by all necessary action on the part of Entegris and its stockholders, board of directors and officers. This Agreement constitutes the legal, valid and binding obligation of Entegris, enforceable against Entegris in accordance with its terms.

2.3 Compliance with Other Instruments. The execution, delivery and performance of and compliance with this Agreement will not, with or without the passage of time or giving of notice, result in any material violation, or be in conflict with or constitute (with or without the passage of time or giving of notice) a default under any term of its articles of incorporation, bylaws or shareholder resolutions, or of any provision of any mortgage, indenture, contract, agreement, instrument or contract to which Entegris is a party or by which it is bound or of any judgment, decree, order, writ or, to the best of its knowledge, any statute, rule or regulation applicable to it, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of Entegris or the suspension, revocation, impairment, forfeiture or nonrenewal of any permit license, authorization or approval applicable to Entegris, its business or operations or any of its assets or properties.

2.4 Accuracy of Representations and Warranties. The representations and warranties of Entegris contained in this Agreement contain no untrue statement of a material fact and do not omit or misstate a material fact necessary in order to make the statements contained herein not misleading in the light of the circumstances in which they are made.

3. REPRESENTATIONS AND WARRANTIES OF METRON. Metron represents and warrants to Entegris at and as of the date of this Agreement and as of the Effective Date as follows:

3.1 Authority; Binding Nature of Agreement. Metron has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by Metron of this Agreement have been duly authorized by all necessary action on the part of Metron and its shareholders, supervisory

board, managing board and officers. This Agreement constitutes the legal, valid and binding obligation of Metron, enforceable against Metron in accordance with its terms.

3.2 Compliance with Other Instruments. The execution, delivery and performance of and compliance with this Agreement will not, with or without the passage of time or giving of notice, result in any material violation, or be in conflict with or constitute (with or without the passage of time or giving of notice) a default under any term of its articles of association or shareholder resolutions, or of any provision of any mortgage, indenture, contract, agreement, instrument or contract to which Metron is a party or by which it is bound or of any judgment, decree, order, writ or, to the best of its knowledge, any statute, rule or regulation applicable to it, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of Metron or the suspension, revocation, impairment, forfeiture or nonrenewal of any permit license, authorization or approval applicable to Metron, its business or operations or any of its assets or properties.

3.3 Accuracy of Representations and Warranties. The representations and warranties of Metron contained in this Agreement contain no untrue statement of a material fact and do not omit or misstate a material fact necessary in order to make the statements contained herein not misleading in the light of the circumstances in which they are made.

4. PRE-TERMINATION COVENANTS.

4.1 Transition Agreement. The parties shall negotiate in good faith to enter into a Transition Agreement as soon as practicable after the date of this Agreement, but no later than January 31, 2001 ("Transition Agreement"). The Transition Agreement shall set forth the terms and conditions upon which the parties shall conduct their relationships under the Distribution Agreement and the Kyser Agreement during the period from the date of this Agreement through the Effective Date, including, without limitation, order fulfillment, interim order processing, payment of commissions, personnel matters and inventory repurchase.

4.2 Fluid Handling Group Distribution Agreement. The parties shall negotiate in good faith to enter into a Fluid Handling Group Distribution Agreement as soon as practicable after the date of this Agreement, but no later than February 15, 2001 ("Fluid Handling Group Distribution Agreement"). The Fluid Handling Group Distribution Agreement shall set forth the terms and conditions (it being understood that such terms and conditions shall be generally consistent with the terms and conditions included in the Kyser Agreement) upon which Metron and its subsidiaries shall act as distributors for Entegris' Fluid Handling Group in Europe, Asia and the territories in the United States currently covered by the Kyser Agreement for an initial 54 month term beginning on the Effective Date. The Fluid Handling Group Distribution Agreement shall include a provision that will restrict Metron from entering into any new business that competes with any product or service group currently offered by Entegris, with the terms of such restriction to be more explicitly described in the Fluid Handling Group Distribution Agreement. The Fluid Handling Group Distribution Agreement shall only be cancelable by mutual consent or for material non-performance that is not cured after notification thereof and expiration of an agreed upon correction period.

4.3 Disclosure. The parties shall consult with each other regarding a joint press release announcing the termination of the Distribution Agreement and before issuing any other

public statement with respect to this Agreement or any of the other transactions contemplated by this Agreement.

4.4 Restriction on Transfer of Metron Technology Shares. Entegris agrees that it shall not directly or indirectly, offer, sell, offer to sell, contract to sell, pledge, grant any option to purchase or otherwise sell or dispose (or announce any offer, sale, offer of sale, contract of sale, pledge, grant of any option to purchase or other sale or disposition) of the Metron Technology Shares prior to the Effective Date.

4.5 No Hiring or Solicitation of Employees. Except as may be provided in the Transition Agreement, Entegris agrees that, during the period from the date of this Agreement through the Effective Date, Entegris shall not, and shall not permit any of its representatives to: (a) hire any employee of Metron or (b) directly or indirectly, personally or through others, encourage, induce, attempt to induce, solicit or attempt to solicit any employee to leave his or her employment with Metron or any of Metron's subsidiaries.

5. MISCELLANEOUS.

5.1 Severability. In the event that any provision of this Agreement, or the application of any such provision to any party hereto or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to the parties hereto or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

5.2 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

5.3 Dispute Resolution.

(a) The parties agree to use prompt and commercially reasonable efforts to resolve any disputes which may arise under this Agreement in an amicable and good faith manner but otherwise agree that, in the absent of such agreement, any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall be resolved by final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the American Arbitration Association (the "Administrator") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. The arbitration shall be held in the County of Santa Clara or the County of San Mateo, California.

(b) The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator shall be authorized to award compensatory damages, but shall NOT be authorized (i) to award non-economic damages, such as for emotional distress, pain and

suffering or loss of consortium, (ii) to award punitive damages, or (iii) to reform, modify or materially change this Agreement or any other agreements contemplated hereunder; provided, however, that the damage limitations described in parts (i) and (ii) of this sentence will not apply if such damages are statutorily imposed. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance.

(c) Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrator. Absent the filing of an application to correct or vacate the arbitration award under California Code of Civil Procedure sections 1285 through 1288.8, each party shall fully perform and satisfy the arbitration award within 15 days of the service of the award.

(d) By agreeing to this binding arbitration provision, the parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim between the parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this Section 5.3, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.

5.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

5.5 Entire Agreement. This Agreement, the Transition Agreement and the Fluid Handling Group Distribution Agreement set forth the entire understanding of the parties relating to the subject matter hereof and thereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter hereof or thereof.

5.6 Waiver.

(a) No failure on the part of any party to this Agreement to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party to this Agreement in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No party to this Agreement shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

5.7 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns (if any). Neither party may assign any or all of its rights under this Agreement in whole or in part, to any other party except in the case of any tender offer, exchange offer, merger, business combination, asset sale, recapitalization, restructuring, liquidation, dissolution or extraordinary transaction involving either of the parties hereto or Metron Technology N.V.

5.8 Further Assurances. The parties agree to execute and/or cause to be delivered to the other party such instruments and other documents, and shall take such other actions, as such party may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Agreement.

5.9 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

5.10 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Sections" are intended to refer to Sections of this Agreement.

5.11 Amendment. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Entegris and Metron (or by their duly designated successors).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

"ENTEGRIS":

ENTEGRIS, INC.,
a Minnesota corporation

By: /s/ Stan Geyer

Name: Stan Geyer

Title: Chief Executive Officer

"FLUOROWARE":

FLUOROWARE, INC.,
a Minnesota corporation

By: /s/ Stan Geyer

Name: Stan Geyer

Title: Chief Executive Officer

"METRON":

METRON TECHNOLOGY, N.V.,
a Netherlands corporation

By: /s/ Edward Segal

Name: Edward Segal

Title: President and Chief Executive Officer

TRANSITION AGREEMENT

This TRANSITION AGREEMENT ("Agreement") is entered into as of February 13, 2001 by and among ENTEGRIS, INC., a Minnesota corporation ("Entegris"), FLUOROWARE, INC., a Minnesota corporation and wholly owned subsidiary of Entegris ("Fluoroware"), and METRON TECHNOLOGY N.V., a Netherlands corporation and its subsidiaries ("Metron").

RECITALS

A. Entegris, Inc., Fluoroware, Inc., a Minnesota corporation and wholly owned subsidiary of Entegris, and Metron Technology N.V. are parties to that certain Agreement, dated as of January 8, 2001, which provides the terms and conditions upon which the parties would terminate their existing distribution arrangements and further provides that the parties would use their commercially reasonable best efforts to enter into a transition agreement and a new distribution agreement.

B. Fluoroware, Inc. and Metron Semiconductors Europa, B.V. (predecessor to Metron) are parties to that certain Distribution Agreement, dated as of July 6, 1995 (the "Metron Agreement"), and Kyser Company, a wholly owned subsidiary of Metron, and Fluoroware are parties to that certain U.S. Stocking Distributor Five-Year Agreement dated September 1, 1997 (the "Kyser Agreement").

C. The parties hereto wish to enter into an agreement to set forth the terms and conditions upon which the parties will conduct their business relationship from the date of this Agreement through April 30, 2001 (the "Transition Period") and wind down their business relationship with respect to Metron's distribution of Entegris' microelectronics materials management products ("Microelectronics Group Products").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. CONDUCT OF BUSINESS DURING TRANSITION PERIOD.

1.1 Current Order Fulfillment.

(a) Europe. Orders from customers located in Europe will be handled in accordance with this Section 1.1(a). On or prior to April 1, 2001, Metron shall prepare a list of outstanding orders as of March 31, 2001 and designate which orders are for delivery on or prior to June 30, 2001 and which orders are for delivery on or after July 1, 2001. Metron shall receive full margin (pursuant to the Metron Agreement or the Kyser Agreement, as applicable) on all orders submitted by March 31, 2001 for delivery on or prior to June 30, 2001. If after placement of an order, a customer delays an order such that delivery is not scheduled to occur on or prior to

June 30, 2001, Metron shall receive a ten percent (10%) sales commission (or previously negotiated commission rate) on the order, rather than its full margin. Metron shall receive a ten percent (10%) sales commission (or previously negotiated commission rate) on all orders submitted by March 31, 2001 for delivery scheduled from July 1, 2001 through September 30, 2001.

(b) Asia. Orders from customers located in Asia will be handled in accordance with this Section 1.1(b). On or prior to May 1, 2001, Metron shall prepare a list of outstanding orders as of April 30, 2001 and designate which orders are for delivery on or prior to July 31, 2001 and which orders are for delivery on or after August 1, 2001. Metron shall receive full margin (pursuant to the Metron Agreement or the Kyser Agreement, as applicable) on all orders submitted by April 30, 2001 for delivery on or prior to July 31, 2001. If after placement of an order, a customer delays an order such that delivery is not scheduled to occur on or prior to July 31, 2001, Metron shall receive a ten percent (10%) sales commission (or previously negotiated commission rate) on the order, rather than its full margin. Metron shall receive a ten percent (10%) sales commission (or previously negotiated commission rate) on all orders submitted by April 30, 2001 for delivery scheduled from August 1, 2001 through October 31, 2001.

(c) Metron shall receive a commission of \$828,487 for its work on the Philips Principle Solution contract (the "Philips Commission"). Entegris will pay the Philips Commission by wire transfer of immediately available funds to an account designated in writing by Metron according to the following schedule:

November 15, 2001:	\$414,243
February 15, 2002:	\$414,244

(d) The parties agree to conduct their business in the ordinary course from the date of this Agreement through March 31, 2001 with respect to customers located in Europe and April 30, 2001 with respect to customers located in Asia. During the Transition Period, Entegris agrees not to encourage customers to either postpone the placement of orders until after March 31, 2001 with respect to customers located in Europe or April 30, 2001 with respect to customers located in Asia or to cancel current orders with Metron, and Metron agrees not to encourage customers to accelerate the placement of orders for scheduled delivery. In the event that a customer cancels an order with Metron on or prior to March 31, 2001 with respect to customers located in Europe or April 30, 2001 with respect to customers located in Asia and places with Entegris on or prior to June 30, 2001 with respect to customers located in Europe or July 31, 2001 with respect to customers located in Asia an order substantially similar to, or smaller than, the order originally placed with (and to be shipped by) Metron, Metron shall receive full margin (pursuant to the Metron Agreement or the Kyser Agreement, as applicable) on the order placed with Entegris.

1.2 New Orders. If Entegris receives an order from Metron on or prior to March 31, 2001 with respect to customers located in Europe or April 30, 2001 with respect to customers located in Asia, Entegris shall process such order in the ordinary course of business in accordance with the terms of the Metron Agreement and the Kyser Agreement. Metron shall not accept any orders after March 31, 2001 with respect to customers located in Europe and April 30,

2001 with respect to customers located in Asia without the prior consent of Entegris. In the event that Metron accepts any orders pursuant to the preceding sentence, Metron shall receive full margin (pursuant to the Metron Agreement or the Kyser Agreement, as applicable) on such orders.

1.3 Payment of Sales Commissions. On or prior to May 31, 2001, Metron shall prepare a list of sales commissions owed to it by Entegris as of April 30, 2001. Entegris shall continue to provide Metron with copies of all ISS orders it receives through the close of business on February 28, 2001, and Metron shall receive a five percent (5%) sales commission (or previously negotiated commission rate) on all ISS orders received by Entegris through the close of business on February 28, 2001. Entegris shall pay Metron sales commissions owed to it pursuant to the Metron Agreement or the Kyser Agreement, as applicable.

1.4 Payables. Except for any payables that Metron has identified as disputed invoices, Metron will comply with the payment terms of the Metron Agreement or the Kyser Agreement, as applicable, on all payables to Entegris prior to Entegris making any payment to Metron in association with early termination of the Metron Agreement and the Kyser Agreement.

1.5 Ongoing Support Obligations. From and after April 1, 2001 with respect to customers located in Europe and May 1, 2001 with respect to customers located in Asia, Entegris shall assume all ongoing support obligations for Microelectronics Group Products, including all warranty obligations and first call support. Notwithstanding the foregoing, Metron shall continue to provide ongoing support for IMEC and Philips Hamburg.

1.6 Customer Receivables. Metron shall retain customer receivables with respect to orders placed on or prior to March 31, 2001 with respect to customers located in Europe and April 30, 2001 with respect to customers located in Asia; provided, however, that Metron shall be entitled to sell to Entegris, at face value, any receivables with respect to orders placed between January 1, 2001 and March 31, 2001 with respect to customers located in Europe and between February 1, 2001 and April 30, 2001 with respect to customers located in Asia that remain outstanding as of June 30, 2001 and July 31, 2001, respectively, to the extent that a customer has indicated that it has not paid amounts due as a result of product performance issues.

1.7 Employee Matters.

(a) A list of Metron employees involved with the microelectronics group business is attached as Exhibit A hereto (the "Employees"). On or before February 28, 2001, Entegris shall extend offers of employment to the Employees, with such employment becoming effective April 1, 2001 with respect to Employees located in Europe, and May 1, 2001 with respect to Employees located in Asia. On or after March 1, 2001, except for any of the Employees who accept employment with Entegris after an offer is extended pursuant to the preceding sentence (the "Entegris Employees"), Entegris shall not, and shall not permit any of its representatives to (i) hire any employee of Metron or (ii) directly or indirectly, personally or through others, encourage, induce, attempt to induce, solicit or attempt to solicit any employee to leave his or her employment with Metron or any of Metron's subsidiaries during the period from the date of this Agreement through the first anniversary of the date hereof. Additional terms

related to the possible employment by Entegris of the Employees, including certain indemnification obligations of Metron, are set forth on Annex (NL) attached hereto.

(b) Effective March 1, 2001, Entegris shall reimburse Metron on a monthly and proportionate basis for all wages, salaries, holiday pay, PAYE, income tax and national insurance contributions and other periodic outgoings (including pension contributions) payable for the remainder of the Transition Period to or in relation to any Entegris Employees.

1.8 Automobile and other Leases; Personal Computers; Mobile Telephones. Entegris shall reimburse Metron on a quarterly calendar basis for all payments due on lease agreements for automobiles used by the Entegris Employees. In the event that any of the Entegris Employees use the apartment leased by Metron in Taiwan, Entegris shall reimburse Metron on a quarterly calendar basis for those employees' pro rata share of the payments due on the lease agreement for the apartment. As of the close of business on March 31, 2001, Entegris shall pay to Metron a purchase price of \$1,000 per person for the personal computers and mobile telephones used by the Entegris Employees located in Europe, and title to such personal computers and mobile telephones shall transfer to Entegris. As of the close of business on April 30, 2001, Entegris shall pay to Metron a purchase price of \$1,000 per person for the personal computers and mobile telephones used by the Entegris Employees located in Asia, and title to such personal computers and mobile telephones shall transfer to Entegris.

2. OTHER COVENANTS OF THE PARTIES.

2.1 Inventory Repurchase. Metron shall prepare on or prior to June 30, 2001 a list of Microelectronics Group Products inventory that it desires to have repurchased by Entegris. Within 30 days of receipt of the list referred to in the preceding sentence, Entegris will perform an on-site inspection of such inventory and provide Metron with return instruction for that inventory that is approved for return under the terms of the existing distribution agreement between Metron and Entegris, such approval not to be unreasonably withheld. In accordance with Section 4.5 of the existing distribution agreement between Metron and Entegris, within 30 days of any transfer of inventory to Entegris, Entegris shall reimburse Metron for the purchase price paid for inventory returned in good condition to Entegris.

2.2 Customer Contact. The parties shall issue a joint letter to customers regarding the transition. During the Transition Period, each party shall obtain the consent of the other party prior to any contact with customers regarding the transition.

2.3 Disclosure. The parties shall consult with each other before issuing any public statement with respect to this Agreement or any of the other transactions contemplated by this Agreement.

3. MISCELLANEOUS.

3.1 Severability. In the event that any provision of this Agreement, or the application of any such provision to any party hereto or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to the parties hereto or circumstances other than those as to which

it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

3.2 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

3.3 Dispute Resolution.

(a) The parties agree to use prompt and commercially reasonable efforts to resolve any disputes which may arise under this Agreement in an amicable and good faith manner but otherwise agree that, in the absent of such agreement, any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall be resolved by final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the American Arbitration Association (the "Administrator") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. The arbitration shall be held in the County of Santa Clara or the County of San Mateo, California.

(b) The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator shall be authorized to award compensatory damages, but shall NOT be authorized (i) to award non-economic damages, such as for emotional distress, pain and suffering or loss of consortium, (ii) to award punitive damages, or (iii) to reform, modify or materially change this Agreement or any other agreements contemplated hereunder; provided, however, that the damage limitations described in parts (i) and (ii) of this sentence will not apply if such damages are statutorily imposed. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance.

(c) Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrator. Absent the filing of an application to correct or vacate the arbitration award under California Code of Civil Procedure sections 1285 through 1288.8, each party shall fully perform and satisfy the arbitration award within 15 days of the service of the award.

(d) By agreeing to this binding arbitration provision, the parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim between the parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this Section 5.3, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.

3.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

3.5 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter hereof.

3.6 Waiver.

(a) No failure on the part of any party to this Agreement to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party to this Agreement in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No party to this Agreement shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

3.7 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns (if any). Neither party may assign any or all of its rights under this Agreement in whole or in part, to any other party except in the case of any tender offer, exchange offer, merger, business combination, asset sale, recapitalization, restructuring, liquidation, dissolution or extraordinary transaction involving either of the parties hereto.

3.8 Further Assurances. The parties agree to execute and/or cause to be delivered to the other party such instruments and other documents, and shall take such other actions, as such party may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Agreement.

3.9 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

3.10 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Sections" are intended to refer to Sections of this Agreement.

3.11 Amendment. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Entegris and Metron (or by their duly designated successors).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

"ENTEGRIS":

ENTEGRIS, INC.,
a Minnesota corporation

By: /s/ Stan Geyer

Name: Stan Geyer

Title: Chairman of the Board

"FLUOROWARE":

FLUOROWARE, INC.
a Minnesota corporation

By: /s/ Stan Geyer

Name: Stan Geyer

Title: Chairman

"METRON":

METRON TECHNOLOGY, N.V.,
a Netherlands corporation

By: /s/ Edward Segal

Name: Edward Segal

Title: President and Chief Executive Officer

[Metron Letterhead]

February 23, 2001

Entegris, Inc.
Fluoroware, Inc.
3500 Lyman Boulevard
Chaska, MN 55318

Ladies and Gentlemen:

This letter sets forth the agreement between Metron Technology N.V., a Netherlands corporation ("Metron"), Entegris, Inc., a Minnesota corporation ("Entegris"), and Fluoroware, Inc., a Minnesota corporation and wholly owned subsidiary of Entegris ("Fluoroware") with respect to certain arrangements contemplated in that certain Agreement dated as of January 8, 2001 (the "Agreement"). Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. For good and valuable consideration, the receipt of which is hereby acknowledged, and the parties hereto hereby agree as follows:

1. Stock Transfer. Entegris agrees to assign and transfer to Metron as of the close of business on February 28, 2001, or as soon as practicable thereafter, the Metron Technology Shares.

2. Termination Fee. Entegris agrees to pay to Metron the Termination Fee according to the following schedule:

June 15, 2001:	\$750,000
September 15, 2001:	\$500,000
December 15, 2001:	\$200,000
February 28, 2002:	\$150,000
May 31, 2002:	\$150,000

3. Governing Law. This letter agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

4. Counterparts. This letter agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

5. Waiver/Modification. No modification or amendment to or waiver of this letter agreement will be binding and valid unless it is in writing and executed by the party against whom enforcement is sought. No waiver of any breach of this letter agreement or of any default hereunder shall be deemed a waiver of any other breach or default of this letter agreement.

If you are in agreement with the above terms and conditions, please indicate your acceptance by signing the space provided below.

Entegris, Inc.
Fluoroware, Inc.
February 23, 2001
Page Two

Very truly yours,

METRON TECHNOLOGY N.V.

By: /s/ Edward Segal
Name: Edward Segal
Title: President and Chief and Executive
Officer

ACCEPTED AND AGREED TO THIS
23rd DAY OF FEBRUARY, 2001:

ENTEGRIS, INC.

By: /s/ Stan Geyer
Name: Stan Geyer
Title: Chairman of the Board

FLUOROWARE, INC.

By: /s/ Stan Geyer
Name: Stan Geyer
Title: Chairman of the Board

Worldwide Stocking Distributor Agreement

BETWEEN

Fluid Handling Group
Entegris, Inc.
3500 Lyman Boulevard
Chaska, MN 55318

AND

Metron Technology N.V.
1350 Old Bayshore Highway
Suite 360
Burlingame, CA 94010

1. Appointment

Entegris, Inc. ("Entegris" or "we") hereby appoints Metron Technology N.V., directly and/or through its subsidiaries, stocking distributor (Metron Technology N.V. and its subsidiaries, "Distributor" or "you") for the marketing and sale of those Entegris Fluid Handling Group gas and liquid handling products set forth on Schedule A, attached.

2. Term

The term of this Agreement shall be for a period of 54 months commencing March 1, 2001, and ending August 31, 2005, renewing automatically for successive five-year terms thereafter unless terminated by either party for cause, at anytime, as provided in Section 13 hereof. If either party gives the other party written notice of its intent to terminate this agreement at the end of the then-current term no later than one year prior to the expiration date of the then-current term, then this agreement shall not renew.

3. Area of Primary Responsibility

Your area of primary responsibility shall include regions of the United States, Europe and Asia as specified in Schedule B, attached (the "Territories"). Entegris hereby appoints Distributor as the exclusive distributor of the products set forth on Schedule A in the Territories. Entegris reserves the right to enter into direct relationships with customers in the "Territories" without compensation to Distributor.

4. Entegris Obligations

(I) Entegris will make reasonable efforts to accomplish the following on behalf of Distributor:

- A. Deliver to you with reasonable diligence all products, price lists and other literature reasonably required for performance of your obligations under the Agreement.
- B. Notify you of inquiries received by us from your primary area of responsibility for our gas and liquid handling products.
- C. Perform our duties within a reasonable time unless prevented by circumstances beyond our control.
- D. Conduct necessary training programs to aid Distributor's sales personnel to better understand and market Entegris products.
- E. Provide historical sales data by major product group and industry as an aid in forecasting.
- F. Prepare final plans and forecasts, and establish corrective action plans if necessary (see section 6).
- G. Provide semi-annual performance reports based on mutually agreed upon criteria. Report timing is based on Entegris' fiscal year, commencing September 1 of each year.
- H. Work with the Distributor to implement the e-commerce support strategy that is outlined in Schedule C, attached.

(II) During the term of this agreement, Entegris shall not, and shall not permit any of its representatives to (i) hire any employee of Distributor or (ii) directly or indirectly, personally or through others, encourage, induce, attempt to induce, solicit or attempt to solicit any employee to leave his or her employment with Distributor.

5. Distributor Obligations

You, as Distributor, represent and warrant to Entegris that you will:

- A. Perform as a stocking distributor or manufacturer's representative as specified below and use your best efforts to stock, market and sell products within your Area of Primary Responsibility.
- B. Refer to us all inquiries received by you for the sale of the products outside your Area of Primary Responsibility and otherwise refrain from facilitation of sales through you outside of your territory.
- C. Not enter into any contracts or other commitments binding us without our prior written consent.
- D. Not make any representation or give any warranty relating to the products other than those expressly stated in Entegris' written sales documents. You will be exclusively liable for any other representations and warranties and will indemnify and hold Entegris harmless from any claims (including, without limitation, Entegris' attorney fees) arising from any unauthorized representations and warranties.
- E. With reasonable notice make yourself available for instruction or discussion as deemed necessary by Entegris.

- F. During the term of this Agreement you will refrain from selling, and refrain from having any involvement or connection with the sale of, any products or services competitive with those of Entegris. Entegris shall be entitled to enforce the provisions of this Section by a temporary restraining order and temporary and permanent injunctions (collectively, "specific performance").
- G. Not make any purchase on our behalf or pledge our credit.
- H. Sell our products under the Entegris(R), Inc. label.
- I. Keep your account current: Net 30 days from date of invoice. If during a quarter the Distributor becomes delinquent in its payment to Entegris, without approval, the Distributor will be subject to a discount penalty. The penalty will be calculated as a 2% reduction in the Distributor's discount for all of Distributor's purchases during the subsequent quarter ("subsequent quarter"). If at the end of the subsequent quarter the Distributor's payment performance is current, the standard discount will be reactivated for the next succeeding quarter. If Distributor's account is not brought current by the end of the subsequent quarter, the Distributor may be terminated immediately.
- J. Report Distributor sales monthly. Reports must be submitted to Entegris on or before the 20th day of the subsequent month. Subject to Entegris' right to revise the reporting requirements at any time, the reports will contain the following information for each of Distributor's customers: ship-to address; part number; and quantity for each customer.
- K. Report inventory values monthly, submitted to Entegris by the 20th day of the subsequent month, and reported on a Distributor cost basis.
- L. Work with Entegris to develop and update on a quarterly schedule an eight (8) quarter rolling forecast. Forecasts are to be based on Distributor cost.

6. Distributor Corrective Action Program

If following the semi-annual evaluation Distributor's performance does not meet an acceptable performance level in relation to the semi-annual performance reports based on mutually agreed upon criteria contemplated by Section 4.6 above, the Distributor will be notified. In the quarter following this notification, an evaluation of the Distributor's performance will be performed and if it still does not meet the performance standard, the Distributor will participate in a corrective action plan.

In the first phase of corrective action the Distributor meets with Entegris sales territory manager to evaluate areas of unsatisfactory performance and to create a plan to meet or exceed the performance shortfalls. The plans must be developed and implemented within three months of initial notification.

In the second phase the Distributor performance is monitored against the corrective action plan for six (6) months. If performance improves and meets the agreed upon performance levels in all material respects by the end of six (6) months, the Distributor returns to normal status. If at the end of six (6) months a Distributor does not meet in a material respect the agreed upon performance levels, Entegris has the right to extend the corrective action program or terminate the relationship with the Distributor.

Following satisfactory completion of a corrective action program and meeting the agreed upon performance standard, continued performance above the performance standard for two (2) years without further corrective action is expected and failure to meet the agreed upon performance standard during any six month period within that two-year period shall result in immediate termination of the Distributor.

The Distributor corrective action program will be enforced on a regional level. Distributor branch or country locations may be put on corrective action and terminated for non-performance without effecting the remaining Distributor locations covered by this agreement.

7. Prices

- A. Entegris agrees to sell Entegris(R), Inc. products to you as a distributor at the discounts from published list price as indicated on Schedule D attached hereto. All prices are based on delivery FOB Entegris factory. Notwithstanding, Entegris shall have the right to retain title to the products and bear the risk of loss until delivery FOB at the Distributor's warehouse (or the place of acceptance by the Distributor's customer). In any event, the Distributor (or the Distributor's customer) shall, directly or indirectly, bear the cost of any customs, duties, taxes, shipping, handling and insurance with respect to the shipment of the products.
- B. Entegris agrees that you shall have the right to establish the final selling prices to your customers on all sales negotiated by you as a stocking distributor. Entegris maintains the right to establish final selling prices on all sales where the Distributor is acting as a manufacturer's representative as provided in Section 12.
- C. Entegris may change: (a) any published list prices by giving the Distributor at least thirty (30) days written notice of said changes; or (b) any terms of Schedules A-H (attached) with a twelve (12) month written notice or written agreement by both parties at any time.

8. Order Requirements and Information

- A. Minimum order value is net \$100.00, unless an alternate agreement is made with Entegris sales management when an order is placed.
- B. Rush orders are defined as those where the request is for same day or next day shipment from Entegris. It is the Distributor's responsibility to minimize these requests.
- C. Drop shipments are defined as orders shipped directly from Entegris to the Distributor's customers. Drop shipments will earn normal discounts less 10%, unless an alternate agreement is made with Entegris sales/regional management prior to the shipment.
- D. UPS and all other shipping charges incurred by Entegris for any rush orders or drop shipments will be prepaid by Entegris, added to the Distributor's invoice and reimbursed to Entegris.

9. Inventory Exchange

- A. At the introduction of each new product, the potential for a future inventory exchange will be addressed. Qualifying new product, displaced product, if any, and the time period for the exchange will be defined. A maximum of five percent (5%) of the total combined sales of the new and displaced products during the specified time period can be returned.

- B. Entegris will accept a yearly inventory return from each Distributor region (U.S., Europe and Asia) that amounts to 3% of the respective regions total purchases from Entegris for a twelve (12) month period per the following schedule:

U.S.	-	July 1st to June 30th
Europe	-	May 1st to April 30th
Asia	-	March 1st to February 28th

These returns must have a valid Return Authorization Number and be completed within 30 days from the end of the twelve (12) month period in question.

- C. Inventory being returned must have a Return Authorization Number. All items must be in resalable condition, unused, in the original packaging and of current revision level. A packing list showing part numbers, quantities and the Return Authorization Number must accompany returned inventory.
- D. A credit memo will be issued for the exchange. The credit allowance will be the maximum Distributor discount for each product from the previous year's published price.
- E. A purchase order must be entered before or at the same time of the exchange.
- F. The dollar amount of the purchase must be within \$100.00 of the credit allowance.
- G. The Distributor will pay all freight charges.

10. Return for Repair Policy Procedures

- A. Products returned for repair must be issued a Return Authorization Number prior to shipping. Products returned without an approved Return Authorization will not be accepted.
- B. Defective products that are within Entegris' written warranty period for that specific product will be replaced or repaired by Entegris.
- C. Products that have been altered or tampered with in any way will void the warranty. Entegris reserves the right to refuse service on any such part.
- D. The return of products that have been exposed to hazardous media must be approved by Entegris and a Entegris return tag must be completed prior to product return. Entegris may require that the product(s) be cleaned and neutralized to Entegris' satisfaction or service may be refused.

11. Return for Credit

- A. Full product credit will be issued on return if Entegris made a product or shipping error. Freight charges for returning the shipment will be paid by Entegris.
- B. There will be a restocking charge of twenty-five percent (25%) of the Distributor's purchase price on all resalable items returned for credit when Distributor has made an order error. Shipping charges to be paid by Distributor when Distributor has made an order error. Charges on collect return will be deducted from the allowable credit.

- C. All items must be in resalable condition, unused, in the original packaging and of the current revision level.
- D. Claims for shortages or inaccurate filling of orders must be made to Entegris within ten (10) days after receipt of shipment.
- E. Returned goods will be accepted only with prior approval and Return Authorization Number.
- F. Goods ordered through a Distributor and returned to Entegris by the end-user will not be accepted without prior approval.

12. Manufacturer's Sales Representative Role

- A. Entegris may ask you to act as a manufacturer's sales representative ("manufacturer's representative") instead of as a stocking distributor in order to obtain or maintain a specific customer's business for certain Fluid Handling Group products. In such cases, Entegris shall provide a commission structure for sales credited to you in your capacity as a manufacturer's representative. Commission will be paid in the form of a credit memo on paid invoices.
- B. Billing and shipping will occur between the customer and Entegris. The manufacturer's representative role will include, but not be limited to, local sales and support.

13. Termination

- A. This Agreement can be terminated by Entegris immediately upon written notice if:
 - 1) You attempt to assign or subcontract this Agreement or rights or obligations hereunder without prior written consent of Entegris.
 - 2) There is a change in the control of Distributor which is unacceptable to Entegris.
 - 3) You cease to function as a going concern or cease to conduct operations on behalf of Entegris in the normal course of business.
 - 4) You encounter serious financial difficulty, which materially affects your performance under this Agreement.
 - 5) Entegris receives information that you may be unable to perform this Agreement in all material respects and you do not provide Entegris adequate proof of your ability to perform in all material respects within 30 days after written notice from Entegris.
 - 6) You misrepresent in a material respect a sales agreement or sales report, or sell a material amount of samples.
 - 7) You engage in activity which violates in a material respect any of your obligations under Section 5.

- 8) You fail to keep your account current or cease to make payment to Entegris or fail to pay the balance due on your account immediately upon receipt of a second written warning of failure to pay.
- 9) You fail to pay the balance due on your account promptly upon receiving late payment notice as part of any quarterly evaluation.

B. This Agreement may otherwise be terminated by Entegris according to the corrective action plan referred to in Section 6 .

C. In the event of termination by Entegris under Section 13.A or 13.B or as a result of any other material breach of this agreement by Distributor (collectively, "breach"), Distributor agrees: (1) to pay Entegris all damages arising from the breach and all reasonable attorney fees, costs and disbursements incurred by Entegris in enforcing its rights under this Agreement; and (2) that it will not, for a period of two years following the effective date of the breach or termination (whichever is later), represent any manufacturer of products competitive with Entegris, and that it will not sell, or have any material involvement or connection with the sale of, any products competitive with those of Entegris. Entegris shall be entitled to enforce the provisions of this Section by specific performance.

D. If Entegris terminates this agreement for any reason other than pursuant to Section 13.A or 13.B or as a result of any other material breach of this agreement by Distributor, the parties agree that the actual damages resulting from the breach are not readily ascertainable and that Entegris will pay the Distributor the following amount as liquidated damages in lieu of any other damages or remedies: for two (2) years commencing on the effective date of termination, Entegris will pay the Distributor a commission of ten percent (10%) of all sales of Entegris products in the Distributor's territory during the two-year period of the Entegris products set forth on Schedule A hereto as of the date of the event giving rise to the termination. The commission shall only be paid on the same Entegris products which the Distributor sold within the territory during the twelve (12) months prior to the termination. The commission payable under this clause 13.D shall be based exclusively on the price Entegris charges its next distributor or on standard Entegris distributor cost for such products (after subtracting any discounts, credits or awards) and shall not include any other customary charges, including without limitation taxes, transportation, storage and returns. This commission shall be payable on a quarterly basis within thirty (30) days after the date of any quarter during such two-year period. The parties agree that the remedy provided in this Section 13.D is not a penalty.

E. Upon receipt of written notice of termination covered by the provisions in this section 13, Distributor will have 60 days to cure the breach to the satisfaction of Entegris before the termination becomes effective.

F. If Entegris makes material changes in this agreement pursuant to Section 7.C paragraph(b) hereof without the written consent of Distributor or Entegris materially breaches this agreement, Distributor shall have the right to terminate this agreement immediately upon written notice, and Distributor will not be bound by the two (2) year non-competition agreement set forth elsewhere in this agreement.

14. Rights upon Termination

- A. On termination of this Agreement, for any cause whatsoever, it is hereby expressly agreed that Entegris shall deliver against all Distributor orders previously accepted subject to payment on delivery and will negotiate all outstanding credit memos with Distributor.
- B. If Entegris should terminate this Agreement or Distributor should terminate this agreement as a result of material breach of this agreement by Entegris or the making by Entegris of material changes to this agreement pursuant to Section 7.C paragraph (b) hereof without the written consent of Distributor, all stock may be returned for full credit provided it is in resalable condition, unused, in the original packaging and of current revision level. If the distributor terminates the Agreement other than as a result of material breach of this agreement by Entegris or the making by Entegris of material changes to this agreement pursuant to Section 7.C paragraph (b) hereof without the written consent of Distributor, Entegris is not responsible for taking back stock.

15. Confidentiality

- A. Any information provided between Entegris and Distributor which the provider deems confidential or proprietary shall be labeled as such at the time of disclosure if the disclosure is written, or if verbal, shall be confirmed in writing as confidential within thirty (30) days after disclosure. The receiving party shall treat such information in confidence and shall take reasonable and customary steps to assure that such information is not shared with any third party. Information shall not be confidential if it is already known to recipient at the time of disclosure or recipient otherwise learns of it via a third party that is free to disclose it without obligation. These obligations shall remain in effect during the term of this Agreement and for a period of two (2) years thereafter.
- B. If the parties have signed any other non-disclosure or confidentiality agreements, the terms of such agreements shall supplement the terms of this agreement.
- C. All reports and documentation supplied to Entegris by the Distributor pursuant to the requirements of Section 5.J-L shall be considered confidential and shall be subject to the confidentiality obligations identified in the paragraph above.

16. Modification

- A. Except as provided in Section 7.C of this Agreement, this Agreement may only be modified in writing, signed by the Distributor and Entegris.

17. Merger

- A. This Agreement incorporates the full understanding of the parties and replaces in its entirety any and all prior understandings relating to distribution rights and any other contracts or obligations between the parties. There are no other agreements between the parties except as stated herein, all such prior or other agreements being merged into this Agreement.
- B. If Entegris waives any breach by this Distributor (or any other distributor), such waiver shall not constitute a waiver of any subsequent breach by this Distributor (or any other distributor).

18. Governing Law

- A. This Agreement shall be interpreted under the laws of the State of Minnesota.

ENTEGRIS, INC.

Signed /s/ Stan Geyer

Dated March 1, 2001

Stan Geyer
Chairman
Entegris, Inc.

METRON Technology N.V.

Signed /s/ Greg Claeys

Dated February 28, 2001

Greg Claeys
Vice President - Materials Group
Metron Technology N.V.

FOR IMMEDIATE RELEASE

CONTACT:

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ENTEGRIS MICROELECTRONICS GROUP SHIFTS TO DIRECT
SALES AND DISTRIBUTION SYSTEM IN EUROPE AND ASIA; FLUID HANDLING GROUP EXTENDS
DISTRIBUTION AGREEMENT WITH METRON

Company expects to exceed second quarter financial performance expectations,
excluding one-time charge

CHASKA, Minn., March 1, 2001-- Entegris, Inc. (Nasdaq: ENTG), the materials integrity management company, today announced that it will shift sales responsibility for its microelectronics group products from Metron Technology N.V. to a direct sales and distribution system beginning April 1, 2001 in Europe and May 1, 2001 in Asia. The company also announced it has extended its contract with Metron to distribute its fluid handling group's product line in all regions currently covered until at least August 31, 2005.

"As the market changes, this is an important step for our microelectronics group to ensure we stay as close as possible to our customers," commented Jim Dauwalter, Entegris' CEO. "Our ongoing goal is to provide the most efficient and effective means of protecting and transporting their critical materials. Utilizing our worldwide infrastructure, we believe this change will aid us to better anticipate customer needs and react quickly in support of rapidly changing market conditions."

"We are pleased Metron is working closely with us during the transition period," Dauwalter continued. "Their continued support is facilitating a smooth transition for our employees and customers worldwide. In addition, Metron will continue to be an integral part of our worldwide sales and distribution network for the fluid handling group. They have proven to be a valuable business partner and have served Entegris well by helping to drive record revenue growth for the fluid handling group."

-more-

Under the terms of the transition agreement, Entegris will transfer to Metron 1.125 million shares of its Metron stock and make cash payments of \$1.75 million over a 15-month period, for the early termination of the microelectronics group product distribution agreement. In addition, Entegris has agreed to buy back approximately \$2.5 million worth of existing microelectronics group product inventory from Metron pending inspection and approvals.

Related to the transfer of Metron shares, cash payments and other costs associated with the agreement, Entegris expects to take a one-time pre-tax charge of approximately \$8 million or \$0.07 cents earnings per share (EPS) during the second quarter ending February 24, 2001. The company expects to exceed its previous second quarter 2001 sales financial guidance of approximately \$102 million.

"By leveraging our current infrastructure, we feel that the move will have a positive impact on our financial performance after the transition period and provide us with a more direct and close relationship with our customers," said John Villas, Entegris' CFO.

The agreements will be filed with the Securities and Exchange Commission on Form 8K.

About Entegris

Entegris products and services protect and transport the critical materials that enable the world's leading technologies. Entegris is a leading materials integrity management company providing products and services used from production to consumption in the semiconductor, data storage, chemical processing, pharmaceutical and other key technology-driven industries worldwide.

Entegris is headquartered in Chaska, Minnesota, USA and has manufacturing facilities in the United States, Germany, Japan, Malaysia and South Korea and is ISO 9001 certified. Through strategic alliances with Metron Technology, Marubeni and other distributors, Entegris provides customer support on six continents. Additional information can be found at www.entegris.com

FORWARD-LOOKING STATEMENTS

Certain information in this news release does not relate to historical financial information and may be deemed to constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to certain risks and uncertainties that could cause the company's actual results in the future to differ materially from its historical results and those presently anticipated or projected.

Among these risks and uncertainties are general economic conditions, cyclical nature of the semiconductor industry, and risks associated with the acceptance of new products, completion of potential acquisitions and the smooth transition to a direct sales system for microelectronics group products. Other factors that could cause the company's results to differ materially from those contained in its forward looking statements are included in the 10K filed in November 2000, the 10Q filed for the first quarter ending November 25, 2000, and other documents filed by the company with the Securities and Exchange Commission.

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