

1 GENERAL TERMS AND CONDITIONS OF PURCHASE OF SERVICES

1 APPLICATIONS

1.1 Unless otherwise stated in a written agreement signed between Buyer and Seller, the terms and conditions herein shall apply to all Purchase Orders (hereafter referred to as "Purchase Orders" for services of any kind (hereafter referred to as "Services") issued by Buyer. Notwithstanding anything to the contrary stated in Seller's conditions of sale, Seller agrees that its acceptance of Buyer's Purchase Orders constitutes (1) Seller's express disclaimer of all its conditions of sale and (2) Seller's express acceptance of the terms and conditions set out herein.

1.2 Any Purchase Orders shall be considered as final and binding upon Buyer's reception in writing, by electronic mail or by fax, of Seller's acknowledgment of such Purchase Order within seven (7) calendar days from the date of the Purchase Order. Failure to return the Purchase Order acknowledgment within seven (7) days will give Buyer the right to cancel the Purchase Order without any obligation. Any condition set out in Seller's order acknowledgment form that modifies conflicts with or contradicts any of these General Terms and Conditions of Purchase shall be deemed invalid and not applicable.

The commencement of the completion of the Purchase Order shall be considered by the fact itself as an implicit acceptance of the terms of the Purchase Order.

1.3 If the Supplier as part of the Services shall supply goods, the supply of goods must be in accordance, when applicable, with the technical specifications required by Buyer's Purchaser's Quality Standards.

2 ORDERS

2.1 Supplier shall be deemed to have agreed to be bound by such Terms and Conditions by accepting the Purchase Order and performing the Services. Therefore the Supplier declares to know and accept that once the corresponding Purchase Order has been sent by the Buyer, it must be returned duly signed within a maximum period of forty-eight (48) hours. If within two (2) calendars days from the receipt of a Purchase Order the Supplier has not provided an Order Acknowledgement or alternatively not advised the Buyer that the Purchase Order is not correct or in accordance with this Terms and Conditions, then the Purchase Order shall be considered accepted and confirmed.

2.2 The Supplier declares that the acceptance of this Purchase Order, (a) invalidates and prevails over any form of general sales conditions agreed with the Supplier, (b) determines full acceptance of the Supplier's responsibilities deriving from this Purchase Order.

Any condition reported in the Supplier's order confirmations in conflict with the Terms and Conditions of this Purchase Order will be considered not applicable and have no effect.

2.3 The commencement of the completion of the Purchase Order shall be considered by the fact itself as an implicit acceptance of the Terms and Conditions of the Purchase Order.

3 PRICING, INVOICING AND PAYMENT

3.1 Applicable price is the price reported in the Purchase Order. Such price shall always be stipulated as firm, and not subject to revision or escalation, or any adjustment due to currency fluctuation, unless otherwise agreed in writing. Price is fully inclusive of any and all costs, risks and profits related to or in connection with the performance of the Purchase Order. No extra charge of any kind will be allowed unless specifically agreed in writing by Buyer in advance and stated on the Purchase Order.

3.2 Supplier shall invoice Buyer according to the invoicing schedule set out in the Purchase Order, on Buyer approval/authorization's basis, provided that Buyer must approve the supplied services and authorize the Supplier to invoice by issuing ATI code (ATI "Authorization to Invoice"). Invoices shall include Purchase Order number or reference, quantity and description of supplied Services, date and reference of delivery notice, detailed price and ATI code, and shall be accompanied by all the necessary supporting documents and information. Unless otherwise stated on the Purchase Order, Buyer shall issue one invoice per order.

Invoices that do not comply with the above mentioned conditions shall be treated by Buyer as null and void and shall be returned to Supplier without constituting any obligations to the Buyer.

3.3 Unless otherwise agreed in writing on the Purchase Order, payment term shall sixty (60) days from the date of invoice, to be issued by the Supplier once the Buyer has accepted and authorized to invoice the supplied Services, as set forth on clause 3.2.

3.4 Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of these Terms and Conditions nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Buyer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

3.5 Any assignment of Supplier's credits to Third Parties (including "factoring") are absolutely not allowed unless authorized in advance and in writing by the Buyer.

4 TIME SCHEDULE AND DELAYS

4.1 Time schedule and delivery date(s) are specified in the Purchase Order. Supplier's acceptance of the Purchase Order means Supplier's irrevocable commitment to meet the time schedule thereby set out.

4.2 Time schedule and delivery date(s) specified in the Purchase Order are of the essence of the Purchase Order and can be modified only by written agreement signed by both Parties.

4.3 Supplier shall promptly inform Buyer in writing of the full details of any events which may delay the execution of the Purchase Order, without however being entitled to any claim to extend the delivery time of the Service therefore. Supplier shall make all reasonable efforts to minimize the delay in delivery the service and any consequences of the delay. Except in case of Force Majeure, Buyer shall have the right to cancel the order without the Supplier has a right to any indemnities or compensations and unaffected Buyer's right to claim for any damages, losses or prejudices arising from the delay.

5 CHANGES

5.1 Buyer shall have the right to make any changes in the Purchase Order, and no such change shall in any way vitiate or invalidate the Purchase Order. Supplier shall promptly inform Buyer of any eventual price and/or delivery schedule alterations due to changes requested by Buyer, and such alterations shall be agreed in writing by the Parties in an amendment of the Purchase Order or in a new Purchase Order.

6 LEGAL COMPLIANCE AND WORKPLACE SAFETY

6.1 Supplier undertakes to fully comply with all the provisions of the laws and subsequent amendments and additions; therefore, during the execution of the services covered by this Purchase Order, it must take all preventive measures aimed at safeguarding the safety and health of their workers.

6.2 Supplier shall ensure that while any of the Supplier Staff are on any of the Buyer's premises (sites of performance of the Services) they will comply with all the Buyer's health & safety, security and other procedures applicable on the site. Additionally, the Supplier will ensure that all such persons shall comply with all the Buyer's applicable procedures relating to access to buildings including the carrying, display and return of passes. The Buyer reserves the right to exclude any person from their premises for reasons of breach of such procedures.

6.3 If requested by the Buyer, the Supplier must present all the documentation certifying the regularity of the remuneration, contributory, social security and welfare obligations towards its staff working for the execution of this Purchase Order.

6.4 The Supplier undertakes to fully comply with all the provisions of the "SIAE MICROELETTRONICA Standard HSE" documents.

7 SUPPLIER STAFF

7.1 Supplier shall ensure the perform of all Services shall be as follows: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced services supplier providing services under the same or similar circumstances; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services.

7.2 Buyer has the right to object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not reemploy the removed person in connection with the Services without the prior written consent of the Buyer.

8 REPORTS

8.1 Supplier shall provide the Buyer with any information which Buyer may reasonably request from time to time regarding the Services.

8.2 Supplier shall maintain up-to-date personnel records on the Supplier's Staff engaged in or assigned to the provision of all or part of the Services and the Supplier shall provide the Buyer with any information the Buyer may reasonably request relating to any such person within 5 days of any such request. Supplier shall ensure that at all times it has the right to provide such information under Data Protection legislation.

8.3 Supplier shall notify the Buyer immediately if it becomes aware of any circumstance, which may adversely affect the ability of the Supplier to provide the Services in accordance with these Terms and Conditions or the Purchase Order.

8.4 Supplier and Buyer shall meet regularly and shall keep minutes of their meetings and shall generally be available to communicate with each other on a daily basis. Supplier and Buyer shall conduct a full review of the quality of the Services provided by the Supplier at such periods, as the Buyer shall specify.

8.5 All reports shall be provided in formats and on media agreed between the parties from time to time.

9 INSPECTION AND AUDITS

9.1 Buyer shall at any time be allowed to inspect and observe work being performed by the Supplier Staff at Buyer's premises (sites of performance of the Services) and the Supplier's own premises. Such inspections and observation shall occur during normal working hours and during other hours that are reasonable under the circumstances. The Buyer shall coordinate with the Supplier reasonably in advance. The Buyer shall conduct such inspections so as to avoid any undue disruption to work in progress.

10 PROPRIETARY INFORMATION AND CONFIDENTIALITY

10.1 Any data, drawings, designs, equipments or other materials or information which is (i) provided by Buyer or (ii) provided by Supplier but paid by Buyer, shall be solely owned by Buyer and shall be considered Buyer's proprietary and confidential information.

10.2 Supplier agrees to keep strictly confidential any and all materials and information under 11.1 as well as any other Buyer's proprietary materials and/or

information received for the purposes hereof and to avoid communication or disclosure of such material and/or information to any third parties unless with prior written consent of Buyer.

10.3 Any advertising or oral or written communication concerning the Purchase Order or its details shall be subject to Buyer's prior written approval.

11 TERMINATION

11.1 Buyer shall have the right to terminate the Purchase Order by email or registered letter with acknowledgment of receipt, without paying any compensations, indemnities or penalties to Supplier, (a) before Supplier's acknowledgment of Purchase Order pursuant to clause 2.2 above, or (b) if any of the following events occurs: (i) Supplier fails to perform any services within the date scheduled in the Purchase Order, and the delay lasts more than one (1) week without being approved by Buyer; (ii) Supplier fails to comply with warranty obligations; (iii) Supplier unreasonably denies or withholds its consent to Purchase Order changes as per Section 5 above; (iv) Supplier is in breach of any of its obligations arising from these General Terms and Conditions of Purchase or from any agreements related to the Purchase Order, and breach is not cured within ten (10) days from reception of written notice from Buyer of the breach; (v) Supplier makes an assignment for the benefit of creditors, or files a petition in bankruptcy, or becomes insolvent, bankrupt or is otherwise unable to pay its debts as and when due, or a receiver or administrator is appointed or anything having the similar effect of the events specified above occurs; or (vi) an occurrence that constitutes a circumstance of Force Majeure according to Section 16 hereafter gives rise to a delay lasting more than three months from the scheduled delivery date.

12 SUBCONTRACTING

12.1 Supplier must not subcontract any activity related to the present Agreement unless specifically agreed in writing by Buyer.

12.2 In the event that the Supplier has subcontracted any activity without the Buyer writing authorization, the Buyer may immediately terminate this Purchase Order, as well as proceed with the cancellation of all Purchase Orders issued to date.

12.3 In the event that the Buyer authorizes in writing to subcontract part of the required Services, the Supplier will be liable for the damages caused to the Buyer, since the Supplier will be solely responsible towards the Buyer for the execution of the Services detailed in the Purchase Order.

13 LIABILITY AND INSURANCE

13.1 Supplier shall be solely responsible and liable towards Buyer and any third parties for any physical injuries, property damages or any other damages, losses or prejudices arising from performance by Supplier or Supplier's employees, agents or subcontractors, of Supplier's obligations under this Terms and Conditions and Purchase Order.

13.2 Supplier shall be at all times adequately insured with a reputable insurer against all insurable liability and against any legal liability (including, without limitation, employer's liability, and public liability) incurred by the Supplier in connection with the provision of the Services and any injury or damage suffered by any of the Supplier Staff whilst working at the Purchase's premises (sites of performance of the Services) and arising from the negligence of the Supplier. Supplier shall produce to the Buyer on request a copy of the policy or policies and evidence of its/their renewal and payment of premiums.

13.3 Notwithstanding the above, the Parties jointly agree to apply a supplemental warranty in order to indemnify the Purchaser. Consequently the parties agree that Supplier warrants to the Purchaser that the Service shall be provided using reasonable care, skills and shall be in accordance with the Purchaser and/or the End Customer targets agreed.

Where, the Supplier supplies any goods supplied by himself or by a third party have to be free of defects and good and the installation Service plus eventual goods if there are supplied shall be covered by a warranty period of twenty-four (24) months, starting from the date of completion of the Service(s), including Buyer's written acceptance.

During the mentioned warranty period, replacement of faulty materials as well as any consequent repair activities shall be performed by Supplier free of charge. Such defects that will be covered under warranty will be those that will be within the control of the Supplier. Supplier shall have the burden of proof that any failure or obstacle preventing Operations is not caused by Supplier's Services or obligations resulting from its scope of work.

14 INDEMNIFICATION

14.1 Supplier undertakes to indemnify, defend, hold and harmless Buyer, its affiliates, and their respective officers, directors, employees, consultants, and agents (the "Buyer Indemnified Parties") for damages caused and in general for any type of claim, fines, losses, actions, damages, expenses, legal fees and all other liabilities made by third parties that are considered affected as a result of the execution of the Services, whether such damages and / or claims have been caused by the activity carried out directly by the Supplier or by third parties

used by the Supplier to carry out its obligations assumed in this document.

14.2 The same obligation of indemnity assumes the Supplier against the Buyer for the damages generated to the End Customer, as a consequence of partial, late or defective fulfilment of the Services assumed by the Supplier in favour of the Buyer in the Purchase Order. In this sense, any type of penalty, compensation, sanction and / or fine that the End Customer applies to the Buyer will be fully transferred to the Supplier so that he assumes it in its entirety.

15 FORCE MAJEURE

15.1 Neither Party shall be responsible or liable for any delays or failures in performance of respective obligations under the Purchase Order arising out or as a result of any occurrences or contingencies beyond its reasonable control, including but not limited to, accident, act of God, acts of the public enemy, earthquake, fire, flood, riots, civil commotion, war (declared or not), requirements or acts of any government or agency thereof. The Party in delay shall send written notice of the delay and the reason therefore to the other Party as soon as possible after the Party in delay becomes aware of the cause of such delay.

16 RELATIONSHIP OF THE PARTIES

16.1 Independent Contractors: Supplier will perform its obligations under this General Terms and Conditions as an independent contractor and in no way will Supplier or its employees be considered employees, agents, partners, fiduciaries, or joint ventures of the Buyer.

16.2 Supplier and its employees will have no authority to represent the Buyer or its Affiliates or bind Buyer or its Affiliates in any way, and neither Supplier nor its employees will hold themselves out as having authority to act for Buyer or its Affiliates.

17 PUBLICITY

17.1 The Supplier shall not use any information, photograph or other material relating to the Services or the premises in any marketing or publicity material without the prior written consent of Buyer.

17.2 The Supplier shall not permit any third party to enter into Buyer's premises (sites of performance of the Services) without the prior written consent of the Buyer.

18 BUSINESS ETHICS

18.1 Supplier shall, in providing the Services, act in the best interests of the Buyer and shall not, without the prior written consent of Buyer, participate in any business activity which may create a conflict of interest between the Supplier and the Buyer.

18.2 Supplier shall not, directly or indirectly, re-ward or offer to reward any employee, agent or subcontractor of the Buyer for requesting the supply of any Services or for doing or refraining from doing anything in connection with the Services. If requested the Supplier will promptly provide the Buyer with access to the Supplier's records to verify that the Supplier has complied with this undertaking.

18.3 Supplier shall fully comply with the Ethical Code of the Buyer "SIAE MICROELETTRONICA Suppliers Ethical Policy".

19 MISCELLANEOUS

19.1 Severability: If any provision of this Terms and Conditions is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

19.2 Waiver: No waiver of any provision of this Terms and Conditions shall be enforceable against the Buyer unless it is in writing and signed by that party.

19.3 Amendments: The validity of amendments and additions to the Purchase Order shall be contingent upon their being made in writing by the Buyer.

19.4 Non Competition: the Supplier or its subsidiaries or any other companies belonging to the same group shall not be allowed to be in competition with the Buyer, by entering into a direct business relationship with any Buyer's Customers to provide the Services, unless specifically agreed in writing by the Buyer. In case of breach by any unauthorized competition carried out by the Supplier, the Buyer shall have the right to request compensation for any consequent losses of sales and profit.

20 APPLICABLE LAW AND JURISDICTION

20.1 This Terms and Conditions shall be governed by the laws of (State/Nation where the Services are provided) applicable therein.

20.2 Any judicial controversy derived from the interpretation and / or fulfillment of this Terms and Conditions and the Purchase Orders which has not been resolved directly between the Parties, shall be subject to the rules of an Arbitration Court of the Chamber of Commerce of (State/Nation where the Services are provided).