

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 ORDERS

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 materials, equipment or services of any kind (hereafter referred to as "Goods") 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.

2 PRICING, INVOICING AND PAYMENT

2.1 Applicable price is the price mentioned in Buyer's Purchase Order or resulting from price calculation formulas as stipulated 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 standard packaging and 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.

2.2 Seller shall invoice Buyer according to the invoicing schedule set out in the Purchase Order. Invoices shall include Purchase Order number or reference, quantity and description of supplied Goods, date and reference of delivery notice and detailed price, and shall be

accompanied by all the necessary supporting documents and information. Unless otherwise stated on the Purchase Order, Seller shall issue one invoice per order and unless a different invoicing address is specified, invoices shall accompany the Goods. Invoices that do not comply with the above mentioned conditions shall be treated by Buyer as null and void and shall be returned to Seller without constituting any obligations to the Buyer.

2.3 Unless otherwise agreed in writing on the Purchase Order, payment term shall be ninety (90) days date of invoice, end of month.

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

3 PACKAGING AND DELIVERIES

3.1 Unless special packaging is specifically requested by Buyer on the Purchase Order, Seller shall supply the Goods with adequate packaging, taking into account the nature of the Goods and taking all measures to protect the Goods from bad weather, corrosion, loading accidents, transportation or storage constraints, vibrations or shocks, etc. In any case, Goods shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rates and (iii) adequate to insure safe arrival of the supplies at the named destination. In case Seller is in charge of special packaging, it shall comply with any and all corresponding instructions provided by Buyer.

3.2 Seller shall mark all packages and containers with all necessary lifting, handling, and shipping instructions, clearly identifying and marking items that need special care or special storage and/or transportation conditions, indicating the precautions to be taken. Seller shall label each package and container with shipping information, Purchase Order numbers, date of shipment, and name and address of consignor and consignee.

3.3 Seller shall be considered solely responsible for any damage to the Goods or any extra expenses due to incorrect or inadequate packaging, marking or labeling, except for damages or expenses due to special packaging, marking or labeling instructions provided in writing by Buyer.

3.4 Term of delivery and respective obligations of the Parties shall be specified in the Purchase Order, with reference to INCOTERMS 2010. Unless otherwise specified, carriage of Goods shall be at Seller's own risk and expense. In any case, Seller shall provide adequate insurance of the Goods until arrival of the Goods at Buyer's premises or the destination otherwise agreed.

3.5 Partial deliveries are not allowed, unless otherwise agreed in writing.

3.6 Seller shall notify the Buyer in writing of any delivery and/or shipment; failure of notification may allow the Buyer to reject relevant deliveries and/or shipment.

4 TIME SCHEDULE AND DELAYS

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

4.2 Any assignment of Supplier's credits to Third Parties (including "factoring") are absolutely not allowed unless authorized in advance and in writing by the 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 Early deliveries shall not be allowed unless accepted in writing by Buyer in advance. In any case Seller shall not be entitled to bonus for any early deliveries.

4.4 Seller shall promptly inform Buyer in writing of the full details of any events which may delay the execution of the Purchase Order and the delivery of the Goods, without however being entitled to any claim to extend the delivery time therefore. Seller shall make all reasonable efforts to minimize the delay in delivery and any consequences of the delay. Except in case of Force Majeure, Buyer shall have the right to cancel the order without Seller having 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 AND SUBSTITUTIONS

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. Seller shall promptly inform Buyer of any 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.

5.2 No changes or substitutions of the supply or deliveries of non-conforming Goods made or proposed by Seller shall be allowed unless accepted in writing by Buyer in advance.

6 INSPECTION AND REJECTION OF GOODS

6.1 Buyer shall have the right to make inspections on delivered Goods and to reject Goods that do not comply with the relevant Purchase Order or the applicable specifications, quality standards or requirements. Rejection of Goods shall promptly be notified to Seller by registered letter or by fax or email. Seller shall at its full responsibility and expense collect rejected Goods within five (5) working days from date of reception of the notice of rejection. After such five (5) days period has elapsed, Buyer will return the rejected Goods to Seller at Seller's expense.

6.2 Prior payment to secure cash discounts does not constitute Buyer's acceptance of the Goods.

6.3 Non-rejection of the Goods does not in any way limit the warranties as per Section 9 below.

7 OVERSHIPMENTS

7.1 Buyer agrees to pay only for the ordered quantities as specified in any relevant Purchase Orders, provided that such quantities can be subject to the provisions of Section 5 above. Over shipments will be held at Seller's sole risk and expense for a period of time not exceeding ten (10) days from the date of delivery. After such period of time has elapsed without Seller collecting the over shipments Goods or sending instructions for their shipment back at Seller's expense, Buyer will return Goods exceeding the ordered quantities to Seller at Seller's sole risk and expense.

7.2 Seller agrees that Buyer, at its sole discretion, may elect to purchase any, all or part of such over shipments according to the terms of the applicable Purchase Order and to these General Terms and Conditions of Purchase.

8 TRANSFER OF TITLE AND TRANSFER OF RISK

8.1 Unless otherwise agreed in writing by the Parties, transfer of title shall take place upon arrival of the Goods at Buyer's premises or the destination otherwise agreed. Any reservation of

title or property right clauses coming from Seller shall be deemed not written.

8.2 Transfer of risk shall take place according to the INCOTERMS 2010 provisions applicable to the supply. If no INCOTERMS 2010 provision is applicable or if it is not specified, transfer of risk shall follow transfer of title.

9 WARRANTIES

9.1 Unless otherwise agreed in writing by the Parties, Seller warrants that the Goods supplied (i) comply with all the specifications, blueprints, drawings and data of Seller (in any format) or provided by Buyer and accepted by Seller or jointly agreed by the Parties in writing, and with all the requirements and conditions stated on the Purchase Order, (ii) are of good workmanship and free from any design, material, manufacturing or operating defects, (iii) are of merchantable quality. It is understood and agreed that Seller is responsible for supply of all parts required for a complete operation of the Goods, even if not expressly mentioned by Buyer.

9.2 Buyer shall notify Seller in writing of any defect or malfunction of Goods supplied and Seller for a period of twenty-four (24) months from the delivery date shall, without any delay and at its full responsibility and expense, replace or repair the Goods or correct the defect or malfunction, at Buyer's sole option. Seller shall provide another twenty-four (24) months warranty period for any replacement, repair or correction made during the warranty period, starting on the day of successful and satisfactory completion of such replacement, repair or correction.

9.3 If Seller does not satisfactorily replace or repair the Goods or correct the defect or malfunction, Buyer shall have the right, at Buyer's exclusive option, to (i) directly provide for the replacement, repair or correction at Seller's sole cost and expense, or (ii) have such replacement, repair or correction provided by a third party at Seller's sole cost and expense, or (iii) to obtain from Seller the total reimbursement of the purchase price paid for the defective or malfunctioning Goods.

9.4 Seller agrees that the warranties specified herein shall be in addition to any warranties implied by law or expressly granted by Seller other than specified herein and to any other applicable warranties, whether express or implied. They shall survive any inspection, test, acceptance and payments by Buyer, as well as any termination of Purchase Orders or of agreements related to Purchase Orders.

10 INTELLECTUAL AND INDUSTRIAL PROPERTY

10.1 Seller represents and guarantees that the Goods to be supplied and any part of them do not infringe any patents, licenses, industrial patent rights, copyrights, mask work rights or any other industrial and/or intellectual property rights of any third parties. Seller represents and guarantees that it has full right to use, produce and sell the Goods to be supplied and that Buyer shall have full right to use and resell such Goods.

10.2 Seller shall defend, indemnify, protect and hold harmless Buyer, its customers, affiliates, employees, or agents from and against all claims or actions arising from an allegation that the Goods and/or their use into Buyer products infringe any patents, copyrights, trademarks, trade secrets, or other intellectual property rights of any third party and shall pay all costs, losses, liabilities, expenses (including reasonable attorney's fees) and damages awarded, provided that (i) Buyer shall notify Seller promptly in writing of any such claim raised against Buyer; and (ii) Buyer shall not, of its own accord, admit or settle a claim on any infringement, suspected infringement or alleged infringement, and Seller shall have sole control of the defense of any claim or action and all negotiations for its settlement or compromise, provided that Seller shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of Buyer or which would otherwise adversely affect Buyer without Buyer's prior written consent; and (iii) Buyer shall provide, at Seller's request and expense, information and reasonable assistance as requested by Seller and its counsel for the defence of such claim or action.

11 PROPRIETARY INFORMATION AND CONFIDENTIALITY

11.1 Any data, drawings, designs, equipments or other materials or information which is (i) provided by Buyer or (ii) provided by Seller but paid by Buyer as a part of the Goods' purchase price, shall be solely owned by Buyer and shall be considered Buyer's proprietary and confidential information.

11.2 Seller 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.

11.3 Any advertising or oral or written communication concerning the Purchase Order

or its details shall be subject to Buyer's prior written approval.

12 TERMINATION

12.1 Buyer shall have the right to terminate the Purchase Order by e-mail or registered letter with acknowledgment of receipt, without paying any compensations, indemnities or penalties to Seller, (a) before Seller's acknowledgment of Purchase Order pursuant to clause 1.2 above, or (b) if any of the following events occurs: (i) Seller fails to deliver the Goods (including the performance of any associated services) within the date scheduled in the Purchase Order, and the delay lasts more than one (1) week without being approved by Buyer; (ii) Seller fails to comply with warranty obligations; (iii) Seller unreasonably denies or withholds its consent to Purchase Order changes as per Section 5 above; (iv) Seller 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) Seller 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 14 hereafter gives rise to a delay lasting more than three months from the scheduled delivery date.

13 LIABILITY AND INSURANCE

13.1 Seller 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 Seller or Seller's employees, agents or subcontractors, of Seller's obligations under the Purchase Order.

13.2 Seller shall execute and maintain adequate insurance policies to cover any liabilities that, subject to clause 13.1 above, might arise towards Buyer, and hereby agrees to indemnify and hold Buyer harmless against any such damages and liabilities.

14 FORCE MAJEURE

14.1 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.

15 APPLICABLE LAW AND JURISDICTION

15.1 Any Purchase Orders shall be construed, governed and interpreted in accordance with applicable laws of the country where Buyer is established. In case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be the Court of the country where Buyer is established. The 1980 Vienna Convention on the International Sale of Goods shall not be applicable.