



Standard Terms & Conditions

1. ACCEPTANCE OF PURCHASE ORDERS

Sales of any goods or any related services (collectively, "Products") referenced in Customer's written Purchase Order to Supplier ("Purchase Order") is expressly conditioned upon the terms and conditions set forth below. Other than as specifically provided in a separate written agreement between Supplier and Customer, any additional or different terms specified or referenced in Customer's Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of Supplier. These terms and conditions represent the entire agreement between the Customer and Supplier pertaining to the subject matter of this Purchase Order and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order placed by Customer shall be deemed accepted unless or until Supplier issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of Supplier.

2. Quotations

2.1. The price set for in Supplier's Quotation ("Price") are in Euros. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by Supplier prior to the Purchase Order.

2.2. The prices are exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. If any payment by the Customer is subject to withholding tax, the Customer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount as is necessary to ensure that Supplier receives the same amount it would have received if there had been no withholding. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Tax.

3. PROPRIETARY INFORMATION

For the term of Customer's Purchase Order, Supplier and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public ("Proprietary Information"), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked "Confidential" or "Proprietary" and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party ("Owner") upon completion of the purpose for which they were provided, or destroyed by Recipient at

Owner's direction. Neither Supplier nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the conveying of Proprietary Information to such party. No use of any Supplier trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of Supplier. Any Supplier mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of Supplier. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemblies and/or software that is developed, manufactured or sold by Supplier. The ownership in all Proprietary Information disclosed Owner to the other pursuant to the Purchase Order shall remain with Owner unless otherwise stated in the Purchase Order. The confidentiality obligations herein shall survive for a period of five years after expiration of the Purchase Order.