

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. APPLICATION OF GENERAL TERMS AND CONDITIONS OF PURCHASE

The purchase of any type of products, component, goods or materials (the "Goods") by Elemaster US (the "Buyer") from Seller, and all documents pertaining to it, is subject to and conditioned upon these general terms and conditions of purchase (the "Purchase Terms") and these Purchase Terms are incorporated by reference and are part of all transactions between Seller and Buyer. These Purchase Terms and the purchase order (collectively, the "Contract") comprise the entire agreement between the parties with respect to the sale and purchase of Goods and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All Orders (defined below) will automatically be deemed to incorporate these Purchase Terms, regardless of whether the Order references these Purchase Terms. Acceptance of an Order constitutes express acceptance of these Purchase Terms. In the event of a conflict between these Purchase Terms and the particular terms contained in an Order, the latter will have precedence. The applicable terms of any revised or later Order will control over such terms in a prior, similar Order. In no event will Seller's terms and conditions apply to the sale and purchase of Goods, and Buyer hereby objects to and rejects any additional or different terms proposed by Seller whether in Seller's commercial documents, any order acknowledgement, order acceptance, Seller sales agreement or other Seller commercial document, correspondence, website, or other written, oral, or electronic format, regardless of any knowledge Buyer may have of such terms, and such terms will not bind Buyer.

2. ORDERS

Buyer will issue orders for Goods on Buyer's then-current standard form purchase order which may set forth: (i) Goods to be purchased; (ii) the quantity of each Goods ordered; (iii) the delivery date; (iv) the unit price for each Good to be purchased; (v) the billing address; and (vi) the delivery location (each, an "Order"). Seller will deliver to Buyer a prompt written acknowledgment of each Order. Seller will be deemed to have accepted an Order either in writing or by performance unless Seller delivers to Buyer a written rejection of the particular Order within seven (7) days after it receives the Order. Buyer reserves the right to modify any Order by providing reasonable notice to Seller prior to delivery.

3. PRICES, INVOICING, AND PAYMENT

Unless an Order expressly provides otherwise, the prices specified in an Order are the total prices of the Goods sold to Buyer, and Buyer will not be responsible for any other charges, fees, taxes or expenses, including sales, use or excise taxes. The prices set forth in the Order are fixed and not subject to change and are denominated in the currency indicated therein. Such prices may not be changed or adjusted as a result of changes in exchange rates, increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Unless different terms and conditions are agreed upon between the parties, the prices are "Delivered Duty Paid" (DDP – Incoterms 2010) to the place of delivery of the Goods specified by Buyer in an Order, including shipping, handling, packaging and any other costs associated with execution of the Order. Seller shall send correct invoices to the address indicated in the Order. Invoices must contain the Order number and reference, the quantity and description of the Goods, details concerning the shipping document(s) and the price, and banking information that enables Buyer to make payments, and must comply with all applicable tax laws, rules and regulations. Unless otherwise specified in an Order, Buyer will pay all correct and properly invoiced amounts due to Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Seller will not send Buyer an invoice for Goods until those Goods are delivered to Buyer or such other location as set forth in an Order. Seller will continue to perform its obligations under the Contract notwithstanding any invoice dispute.

4. PACKAGING AND DELIVERIES

Unless the Buyer specifies special packaging requirements in the Order, Seller must supply the Goods in suitable packaging, taking into account the nature of the Goods and taking all necessary measures to protect the Goods against weather, corrosion, loading and unloading accidents, transport or storage conditions, vibrations, shocks, etc. The Goods must be packaged and labeled in a way that is consistent with Buyer's Order, or pursuant to the highest industry standards sufficient to ensure that the Goods are delivered intact to the destination specified in an Order. The Seller must mark all packages and containers with instructions for handling or shipping and clearly identify the Goods that require special care, indicating the precautions to be taken. Seller must label every package and container with shipping information, Order number, shipping date, and name and address of the sender and the recipient. Seller is solely responsible for any damage to the Goods and for extra expenses attributable to insufficient packaging and labeling. All Goods should be clearly identified with Buyer's part number, Seller's manufacturing part number and revision number (if applicable), and the packing of the same should be in such a way that the Goods' properties and functionality are preserved during shipping to Buyer. All static sensitive Goods need to be packed in compliance with ESD requirements. For moisture sensitive Goods packaging shall comply with the requirements stated in IPC-JEDEC J-STD-033B. Each shipment and delivery must be accompanied by the required technical documentation and testing certificates, as well as by a shipping document that complies with current regulations and contains the information necessary to clearly identify the Order, the quantity and type of the Goods contained in it, and the recipient. At the Seller's expense and in accordance with the procedure set forth in Section 6 below, Buyer has the right to reject packages and containers sent with missing, erroneous or incomplete data, or clearly damaged. A certificate of conformance ("CoC") signed by an officer of Seller shall accompany each shipment and contain the following information: Seller's name, Order number, part number, revision (if applicable), quantity, test reports, special processes, date, authorized signature, title and statement certifying product compliance, traceability, ROHS/REACH compliance. CoC is mandatory for all commodities. Seller shall also comply with all applicable Conflict Mineral laws and regulations and shall send to Buyer all the requested documents and information related thereto. Seller agrees to provide Buyer with a certificate of origin and all applicable customs documentation for the Goods.

5. EXECUTION AND TERMS OF DELIVERY

Seller's supply of Goods to Buyer must be carried out in accordance with the highest industry standards and in strict conformity with these Purchase Terms, the terms of the Order and its attachments, the requirements and technical specifications for the Goods, and the laws and regulations in effect. The Buyer reserves the right at all times to verify the technical, qualitative, and quantitative characteristics of the Goods, including at Seller's place of business. Such verifications may also be performed in the presence of the Buyer's end-customer. Inspection by the Buyer does not relieve the Seller of its obligations and responsibilities under an Order. Time is of the essence with respect to the delivery of the Goods, and, other than in the case of force majeure, failure to observe delivery dates entitles the Buyer to terminate the Contract with Seller, without prejudice to any other right or remedy available to Buyer. Where the Order specifies a fixed date for delivery, Seller cannot deliver the Goods in advance, unless expressly agreed upon in writing by Buyer.

6. RECEIPT, INSPECTION, AND REFUSAL OF THE GOODS

Risk of loss for the Goods shall apply in conformity with the Incoterm 2010 rules in effect and applicable to the Order. The Buyer shall have a reasonable period of time to perform a qualitative and quantitative control following receipt of the Goods, and it has the right to refuse acceptance of the Goods that do not conform to the relevant Order and/or the technical specifications and applicable requirements. Any such rejected Goods will be returned to Seller at Seller's risk and expense. Seller undertakes to deliver to the Buyer, concurrent with the delivery of the Goods, the declaration of conformity concerning the Order and the technical and quality requirements in conformity with the standards in CEI UNI EN ISO IEC 17050-1 and -2, unless the Buyer specifically requests otherwise in writing. If Buyer rejects Goods or revokes its acceptance of Goods, Buyer will have the right, at Buyer's election, (i) to terminate all or a portion of the corresponding Contract with Seller and obtain a prompt refund from Seller of all payments Buyer has made with respect to that portion of the Contract Buyer has terminated and/or (ii) to replace such Goods with products from a third party and charge the Seller the cost of such third party replacement goods. Seller will pay all costs expenses, losses and damages Buyer incurs in (x) rejecting Goods or revoking its acceptance of Goods or (y) holding those Goods, making them available to Seller, or returning them to Seller.

7. WARRANTY

Seller represents, warrants and covenants to Buyer that (i) Seller will deliver to Buyer good, exclusive and marketable title to the Goods free and clear of all liens, security interests, claims, and encumbrances; (ii) for a period of twenty four (24) months after delivery, or any longer period specified in a Contract, Goods will be free from defects in materials and workmanship and will comply and perform fully with all final written descriptions, specifications, samples, drawings and requirements specified by Buyer before or in connection with a Contract from time to time (collectively, "Specifications"); (iii) Goods comply with all federal, state, provincial, local or foreign law, rule, ordinance, regulation, order and treaty (collectively, "Laws"); (iv) Seller has complied and will continue to

comply with all applicable Laws and has obtained and will maintain any certificates, registrations, and licenses as may be required to manufacture, supply, deliver and otherwise handle the Goods in the location(s) where any of the foregoing takes place; (v) Goods are fit and suitable for Buyer's intended purpose; (vi) no Goods, nor the manufacture, supply, delivery, or use of Goods by Seller or Buyer, nor anything in or contemplated by this transaction, infringes on or misappropriates any patent, trademark, trade secret, trade name, trade dress, copyright, or other third-party intellectual property right; (vii) all labels and notices on the Goods comply with applicable Laws; (viii) any Goods which may, under any Laws, be classified as hazardous, toxic or easily flammable materials have been properly registered with and approved by the responsible agency and contain directions for use and/or warning notices as may be required by any Laws; and (ix) the prices and other terms that Seller offers to Buyer with respect to the Goods, taken as a whole, will be at least as favorable to Buyer as those Seller offers to any other person or entity for similar quantities. During the warranty period, the Buyer must give the Seller written notice of any defect, non-conformity or malfunctioning in the Goods, and the Seller must promptly, at Buyer's election, replace or repair the Goods at its sole cost and expense. Seller shall provide a warranty of an additional 24 (twenty-four) months for any replacement, repair, or correction undertaken during the warranty period. In the event that Seller does not replace or repair the Goods or correct a defect, non-conformity or malfunction, Buyer has the right in its sole discretion: a) to itself perform or have a third party perform the replacement, repair, or correction and charge the Seller for the related costs and damages incurred, or b) to return the Goods to Seller at its sole cost and expense, and Seller shall provide a full refund of the purchase price paid for such Goods, without prejudice to any other rights and remedies available to Buyer. In the event Buyer, its customers, or the competent authorities should decide to recall a Goods from the market on account of any flaw, non-conformity or malfunction attributable to a defect in the Goods, Buyer shall be entitled to recover from Seller all of Buyer's costs and expenses, including reasonable attorney's fees and expenses, arising from such recall. The Seller represents, warrants and covenants to the Buyer that Seller will cover any and all costs and expenses that may result from failure to execute the Order and from the consequent inability of the Buyer to meet its obligations to its customers. The Seller undertakes to obtain adequate product liability insurance in a form acceptable to Buyer in its sole discretion, from a leading company and to present a certificate of insurance or documentation of same to the Buyer upon request.

8. INDEMNIFICATION

Seller will indemnify, defend, and hold Buyer and any subsidiaries, affiliates, successors, assigns, and customers of Buyer, and their respective officers, directors, employees and agents (the "Buyer Covered Parties"), harmless from any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or relating to any: (i) actual or alleged breach of any express or implied representation, warranty or covenant by Seller, including as set forth in Section 7 of these Purchase Terms; (ii) failure of Goods to precisely comply with the applicable Order and any specifications; (iii) breach of a Contract; (iv) intentional or negligent act, omission, or misrepresentation by Seller in connection with performing its obligations under a Contract; (v) any claim regarding warnings or failure to warn with respect to Goods; (vi) voluntary or required recall of a Good (including direct and indirect costs associated therewith); (vii) injury to person or damage to property occurring as a result of any defect in a Good; or (viii) claim that any Good or the use or possession of a Good by Buyer or its customers infringes or misappropriates any patent, copyright, trademark, trade name, trade secret or other intellectual property right of any third party.

9. CONFIDENTIALITY

Seller will keep strictly confidential and will not disclose, copy, publish or disseminate in any manner to any person or entity, except as expressly permitted by Buyer in writing, all Confidential Information (defined below). "Confidential Information" means all of Buyer's and its affiliates, contractors, subcontractors or customers non-public, confidential or proprietary information, including specifications, samples, test results, formulae, patterns, designs, plans, drawings, documents, data, trade secrets, patents know-how, business operations, customer-related information, pricing, discounts and rebates. All of the foregoing will be Confidential Information whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", and regardless of whether disclosed to Seller by Buyer or its affiliates, contractors, subcontractors or customers. Seller will solely use Confidential Information to comply with Seller's obligations under a Contract. All Confidential Information will remain Buyer's property, and Seller will have no right, title or interest in any Confidential Information. Upon Buyer's request, Seller will promptly return to Buyer all Confidential Information and all electronic or other copies of any Confidential Information. Buyer will be entitled to temporary and permanent injunctive relief to prevent a breach, or any continuation of breach, of this Section 9. This Section 9 will not apply to information that is: (i) in the public domain through no fault of Seller; (ii) known to Seller at the time of disclosure without restriction; or (iii) lawfully obtained by Seller on a non-confidential basis from a third party.

10. CANCELLATION

The Buyer has the right to cancel the Order: (a) prior to receiving written confirmation of the Order by the Seller, and (b) upon the occurrence of one of the following events: (i) Seller fails to deliver the Goods by the dates specified in the Order; (ii) the Seller fails to honor its warranty obligations; (iii) the Seller is in breach of one of its obligations under these Purchase Terms and fails to cure such breach within 15 (fifteen) days of receipt of written notice thereof from the Buyer; or (iv) if Seller makes an assignment for the benefit of its creditors, becomes insolvent, or declares bankruptcy. In addition, the Buyer reserves the right to request at any time that the Seller cancel the Order, either in full or in part, without prejudice to compensation of the duly documented costs incurred by the Seller in executing the Order. Upon receipt of the request to cancel the Order, the Seller must immediately suspend all activities relating to such Order and take all steps to minimize the costs and losses resulting from such cancellation.

11. GOVERNING LAW/JURISDICTION

The purchase and sale of Goods, the Contract, the Goods, and any matter, dispute or controversy arising out of or relating to any of the foregoing, will be governed and construed according to the laws of the State of Georgia, excluding its conflict of law principles, and will not be governed by or construed under the provisions of the United Nations Convention on the International Sale of Goods which is specifically disclaimed. The Georgia State Courts and the United States District Court for the District of Georgia constitute the sole and exclusive judicial forum(s) and venue and, therefore, will have sole and exclusive jurisdiction over the adjudication and resolution of any and all matters, actions, disputes and controversies arising out of or relating to a transaction, the Contract or any Goods provided under a Contract.

12. GENERAL ARRANGEMENTS

Buyer and Seller are independent contractors. Nothing in a Contract will be construed as making either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller may not assign, delegate or subcontract all or any portion of its rights or obligations under a Contract without Buyer's prior written consent, and any attempted assignment, delegation or subcontracting without that consent will be void. In the event any of the provisions of these Purchase Terms or any Purchase Order are held to be invalid by any court of competent jurisdiction, such provision(s) will be deemed to be severable and these Purchase Terms and any Purchase Order will then be construed and enforced in accordance with the remaining provisions. As used herein, the words "including", "include" and "includes" will be exemplary only, and will not be construed as limiting the word or phrase to which it relates. Any reference to "Seller" in a Contract will include any directors, officers, employees, agents, contractors and subcontractors of Seller. Provisions of these Purchase Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of any applicable Contract including the following provisions: Warranty, Insurance, Indemnification, Confidentiality, and Governing Law/Jurisdiction. The rights and remedies in a Contract are cumulative and in addition to all rights and remedies at law and in equity. Any delay or failure by Buyer to exercise any of its rights or remedies under a Contract will not be construed as a waiver of such rights or remedies. The express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance or any other right or remedy. A Contract, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. A Contract may only be modified by a written agreement, signed by both parties, expressly modifying the applicable Contract.

13. RIGHT OF ACCESS

Subject to reasonable advance notice, the Buyer reserves the right to enter the Seller's site for the purpose of verifying fulfillment of the contractual obligations and the conformity of the supply of the Goods to Buyer. During such inspection visits, the Buyer may be accompanied by the end-customer and by any consultants. During the

inspection visit, the Seller must support the Buyer and ensure access to all relevant documents, records, and information. In the event that the Seller refuses to grant access to its site or to relevant information, the Buyer may terminate the Contract with immediate effect, without prejudice to compensation of additional damages suffered. Seller will maintain complete and accurate books and records of all materials, processes, tests, services and costs relating to the Goods and each Contract in accordance with generally accepted accounting principles for at least ten (10) years after Seller receives the final payment under a Contract. Seller will require its sub-suppliers and subcontractors to comply with these audit requirements and will certify such compliance to Buyer.

14. FORCE MAJEURE

Neither party will be liable to the other for any delay or failure in performing its obligations under a Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Seller's economic hardship, delays in obtaining (or the inability to obtain) labor or materials through its normal suppliers at normal prices, or changes in market conditions are not considered Force Majeure Events. Seller will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under a Contract. If a Force Majeure Event prevents Seller from carrying out its obligations under a Contract for a continuous period of more than thirty (30) days, Buyer may terminate the applicable Contract immediately by giving written notice to Seller.

15. NOTICES

All notices, request, consents, claims, demands, waivers and other communications under a Contract (each, a "Notice") will be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid) and is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 15.

16. TECHNICAL SPECIFICATIONS AND CHARACTERISTICS

The Seller undertakes to supply the Goods described in the purchase Order in conformity with the characteristics specified in the purchase Order and its attachments and with the Specifications. The Seller must comply with the Specifications, technical requirements concerning the Goods, samples, tests, inspections, verifications (including verification of the production process) as specified in the purchase Order and its attachments and in the Seller's technical documents. Changes to the Specifications and to any documents applicable to the supply of Goods to Buyer by Seller, must be documented satisfactorily to Buyer's sole discretion. Seller must comply with the Laws, and the legal and regulatory provisions in force in the country in which the Goods are produced that are applicable to manufacture, packaging, and delivery. Except where indicated otherwise in the purchase Order, the Goods must be produced in conformity with the most recent standards for the relevant technical specifications, the Specifications, and industrial processes.

17. CHANGES

In the event of any changes to the Specifications, the Goods, to processes, or to production sites, including any changes in the supply chain, the Seller must immediately notify the Buyer, at the latest, prior to delivery of the Goods, and obtain Buyer's written approval to implement such changes. In the event that the Buyer does not accept the changes, it may, at its sole discretion, cancel the purchase Order without incurring additional costs, expenses, or obligations of any nature.

18. QUALITY MANAGEMENT SYSTEM AND RECORDS

Seller represents and warrants that it is in possession of a quality management system suitable for its business and the industry sector in which it operates. Such system must be regularly certified by the recognized competent certification bodies. Seller shall periodically submit to an audit to verify that the relevant procedures, times, and methodologies do not conflict with Laws in force and, where the outcome of the audit is positive, to be included in the Buyer's vendor list.

19. CODE OF ETHICS

By accepting an Order, the Seller acknowledges to comply with the rules set forth in the Code of Ethics adopted by the Buyer (available at www.elemaster.com), which are incorporated herein by reference and form part of the Order, and undertakes not to engage in conduct that is contrary to them. Failure on the part of the Seller to meet such obligation constitutes a material breach of the Contract.