



GENERAL PURCHASING CONDITIONS

1 General conditions

1.1 These general terms and conditions apply to all purchase orders and contracts issued by Matrix regarding delivery made, services provided or purchases under tolling agreements, hereafter also called the "orders" and included in the following typologies:

- type "A" orders: purchase of codified products;
- type "B" orders: purchase of not codified products and services;
- type "C" orders: products provided by Matrix for processing under contract.

1.2 Purchase conditions will apply to all supplies of goods and services ordered to Suppliers until an update edition shall be issued.

1.3 Conditions of sale sent by Suppliers shall not be applicable unless specifically confirmed by Matrix in writing.

2 Acceptance and modifications of orders

2.1 The contract that takes effects upon acceptance of the purchase orders is governed by the present general conditions and by the agreements attached to the orders.

2.2 Orders and requests of delivery and/or supply are placed by Matrix in writing and sent by electronic mail or fax. The contract become binding as from the return of both the contract and the present conditions duly undersigned from Supplier. The contract will be considered equally binding and subject to the present conditions if Supplier starts to executing it. Refusal of an order shall be notified in writing by electronic mail or by fax within 5 working days from the receipt of the order. Matrix reserves the right to cancel the order within the above mentioned period of time and to accept on its discretion tardy confirmations.

2.3 Supplier can ask for written clarification on order details, delivery or supply terms, order variations or increases stating justified reasons only and within the above mentioned period of time. Request of specifications shall not be considered as a new offer or as a variation of the present conditions.

2.4 Matrix reserves the right to notify any modification of the orders within 10 days from the conclusion of the contract. Variations shall be considered as accepted from the Supplier in compliance with the provisions listed above. In case of an express refusal of the variations from the Supplier, only the original order will be considered as valid.

3 Prices

The prices as stated in the purchase order are firm and not subject to any alteration. Any variation of the prices due to cost increases or structural

changes will become effective only with prior advice from Supplier that shall be confirmed in writing by Matrix.

4 Methods and conditions of payment

4.1 Invoices may include number, reference and date of the order, as far as the technical details concerning the goods in order with indication of the delivery note.

4.2 Payments shall be made in accordance with terms and methods as stated on the order. Terms of payment begin to run upon the end of the month of the invoice. Matrix reserves the right to suspend the payment of the goods if the goods are defective or if they do not correspond with the required specifications and if Supplier does not accept any adjustment or replacement proposed by Matrix.

4.3 Supplier shall bear responsibility for a failure in the performance of its obligations and in no event Supplier shall withdraw from the contract or lodge a claim if the payment would have been made by Matrix within 30 days from the due date.

5 Delivery of the goods and lead-time

5.1 Delivery dates as stated on the order or as otherwise agreed are binding and must be strictly respected by both



parties. The delivery lead-time shall be suitably extended only if Supplier notify the reasons of the possible delay by writing within 5 working days from the receipt of the order.

Partial deliveries and/or deliveries in advance shall be required by the Supplier in accordance with the above mentioned terms and conditions.

Rescheduling requests are subject to Matrix written consent and in that case terms and conditions of payment agreed would not be affected.

5.2 In the event of Supplier's delay in the delivery of the goods, Matrix shall, at its option:

- buy the missing goods by private agreement;
- charge to Supplier a penalty at the rate of 5% of the total value of the goods involved in the late delivery . The rate of penalty is charged at 5% per week of delay (odd days less than seven days should be counted as a week);
- enforce in writing the execution of the contract; if Supplier delivers not the goods within 15 days from the receipt of the notice, Matrix is entitled to withdraw from the contract.

5.3 Supplier shall perform the order in compliance with the quantity and by the delivery date(s) as stated on the order. If, following standard inspections on the goods supplied, the quantity results not corresponding to that agreed, Matrix shall, at its option:

- ask Supplier to arrange for the return of the exceeding goods at its expense. Storage costs and financial outlays relating to incidental payments effected by Matrix, if any, shall be for Supplier's account. Matrix reserves this right also in case of advanced delivery;
- enforce Supplier on immediate delivery;
- buy the missing goods by private agreement charging the cost to Supplier.

In case of partial or delayed delivery, Supplier is liable to all costs and risks relating to the above mentioned adjustments and it is anyhow bound to refund Matrix of damages and extra costs.

5.4 Supplier undertakes to deliver the goods to the Matrix premises or to the named destination. The risk of loss or damage to the goods is transferred from Supplier to Matrix at the moment of the consignment of the goods to the final destination.

5.5 Except where otherwise stated, Supplier bears the full cost and risk of transporting the goods to destination.

5.6 Consignment and payment of the goods in any way shall be considered as an acceptance of the goods and under no circumstances Supplier shall reserve the right to not performing in full or in part its obligations.

6 Force-Majeure

6.1 In case of the failure in the performance of the obligations under the contract because of Force-Majeure circumstances, delivery date may be extended and a new deadline shall be agreed in consequence of the duration of the accident. The extension shall be granted only if Supplier advises the Matrix Purchase Dept. immediately of the occurrence mentioned above and takes all the measures fitted to control the effects of the situation.

The expression "Force-Majeure" shall mean and include circumstances or occurrences not foreseeable at the time of the acknowledgment or confirmation of the order and taking place not later than the delivery date agreed. In any case the failure in the performance of the agreement due to a delay of sub-Suppliers shall be considered as a "Force-Majeure" cause.

6.2 Matrix will have no liability anyhow for non-acceptance of the goods or decrease of the order due to unforeseeable events beyond its control.

7 Goods inspection

7.1 Matrix reserves the right to perform standard inspections on the goods on their arrival, giving a prompt advice to Supplier in case the goods do not correspond to the specifications required (quality, quantity, weight or size). Supplier shall give an explanation within 5 days from the receipt of the complaint. In case of no reply, quantity,



weight and size indicated by Matrix shall be considered as assessed; in that event, the invoice and any other document relating to the order issued by Supplier should contain the indication of the specifications as specified by Matrix.

7.2 Matrix is not under the obligation of making quality tests on the goods before using them in its processes. Supplier shall bear responsibility for any damage arising in consequence of the use of defective products, even in absence of inspections, in addition to the content of the following provision.

7.3 In case the products have to be manufactured on the basis of drawings and other instructions and/or technical specifications provided by Matrix, Matrix has the right to oversee the execution of the order. Therefore - in the period of time from the order to the shipment of the goods - Supplier undertakes to grant to Matrix inspectors free admission to its workshop and to the workshop of its Suppliers, at any time and without having notice.

Matrix has the right to refuse the goods if the goods do not correspond completely with the drawings, instructions and technical specifications provided.

8 Warranty, liability for defects

8.1 Supplier warrants that the products delivered are free from manufacturing and quality defects and conform to the specifications required.

8.2 Goods delivered shall be accompanied by a delivery note and a certificate of control or any other equivalent quality test admitted on an international scale stating the specifications agreed. Starting deliveries - in particular those including samples and specimen - shall be completed by the relating control documentation.

Claims for non-conforming or defective products shall be made anyhow by Matrix within 12 months after the defects have revealed themselves, even if the products may have been used in Matrix processes. Following the claims in connection with inferior quality or non-conformity of the goods to the specifications as stated on the order, Matrix shall, at its option:

- if the quantity of the defective products exceed the tolerance agreed, obtain the immediate replacement of such the defective products or the whole batch;
- recall the defective products that may have been resold from the market and obtain from Supplier the repair or the replacement of the products under warranty;
- if Supplier does not perform the selection by the due date, ask Supplier to select the defective products or select them by itself;
- in case of urgent matters, if Supplier is unable to replace the defective products immediately, recovery them through extraprocessing.

All the above mentioned operations shall be executed at Supplier expense and risk, unless Matrix withdraws the contract and obtains a refund of loss and extra costs.

8.3 Supplier shall, at its own expense, make a defence in any suit or legal dispute brought against Matrix and arising as a result of defects, bad functioning or faulty operation of the goods supplied; Supplier shall undertake to defend Matrix from any third party's claim and to indemnify Matrix against any possible damage suffered or cost incurred.

9 Patent. Privacy policy

9.1 Matrix has the sole property of the drawings, documents, specimen and samples made available or ordered to Supplier needed to perform an order. Supplier shall return them in good conditions.

It is forbidden the use of the above mentioned documentation for any aims unconnected with the present contract and without Matrix's prior written consent. In the event of breach of the foregoing provision, the present contract shall be considered as cancelled and Supplier, besides being liable to pay a penalty at a rate of 20% of the total value of the goods ordered, shall return all the documentation immediately. Matrix shall submit any other suit in



connection with the infringement of its intellectual property rights to the Legal Authorities concerned.

9.2 Supplier warrants that the products supplied do not infringe any intellectual property right of a third party and commits itself to relieve Matrix and/or its mediate or immediate customers from any claim or suit for infringement. Supplier commit itself not to release the existence and the content of the present contract.

Technical and commercial information, as well as any other information in relation to this contract, have to be considered as strictly confidential.

10 Assignment. Withdrawing

10.1 Supplier shall not have the right to assign or otherwise transfer its rights or obligations in connection with the contract or with the orders received under the contract. Matrix reserves the right to conclude with third parties all the business agreements needed to obtain from Supplier the full performance of its obligations under the present contract.

10.2 In the case of any circumstances (including the change, by any title, in the property of the plant where the goods supplied have been produced) that making the complete or partial non-performance of the Supplier obligations foreseeable, Matrix reserves the right to withdraw the contract, upon 15 days written notice.

11. Mold / equipment.

Unless otherwise indicated or expressly specified in the Purchase Order, the mold / equipment is always to be understood as an exclusive property of Matrix Spa. If delivered on loan for use to any supplier, must be used solely and exclusively for the production of the codes / products indicated in the Purchase Order formulated by Matrix Spa. Any exceptions in favor of other customers or uses are permitted only with express authorization written by Matrix Spa.

Following the return request by Matrix Spa, the mold / equipment must be returned within fifteen days in flawless operating conditions.

The date of return of the mold / equipment by the supplier is to be understood as mandatory, unless otherwise agreed in writing. Failure or delay to comply will result in the supplier being charged for damages caused to Matrix Spa.

Any anomalies or malfunctions of the mold / equipment, if not previously reported by the supplier who owns the mold, may generate, at the choice of Matrix Spa, charges for the damage caused or requests for restoration in the previous conditions of the asset.

Ordinary and extraordinary maintenance of the mold / equipment is under responsibility of the supplier for the entire period which it remains with the latter, unless otherwise agreed between the parties and reported on the Purchase Order.

Any change of allocation or modification of the conditions of use of the mold / equipment will be allowed only if previously agreed and authorized in writing by Matrix Spa.

Matrix Spa must first authorize the supplier to make any changes to the mold / equipment, which in no way will affect the persistent ownership of Matrix Spa on the asset itself.

12. Sale of Company or Company branch.

In the event of total or partial transfer of his company, the supplier must inform the transferee of the existence of existing contracts with Matrix Spa, delivering the relevant contractual documentation, including these General Purchase Conditions.



Said documentation, in particular, must include the Purchase Orders in progress and the relative confirmations, as well as any supplementary agreements between the parties in writing.

The supplier must also promptly notify the transfer to Matrix Spa, in order to allow the latter to verify the fulfillment of the provisions of the previous paragraph by the transferring supplier.

In the event of non-fulfillment of the provisions of the previous paragraphs, Matrix Spa may claim, at its sole discretion, against the transferring supplier or the transferee supplier for the damages suffered during the transfer.

13. Governing law. Jurisdiction

The present contract shall exclusively be governed by the law of Italy.

Any and all legal disputes arising out of, or in connection with, the present contract - including disputes concerning its interpretation, performance or cancellation - shall exclusively be determined by the competent court of Ivrea under the Italian jurisdiction..

14. Language

Translation in English of the foregoing terms and conditions has to be considered just as an indication. Any disputes concerning interpretation, performance or cancellation of the present contract shall exclusively be settled on the basis of the Italian text.

15. Personal data protection

Both parties, received the information in compliance with art. 13 of D. Lgs. n. 196/2003, authorize the responsible to treat personal data for all the regulatory obligations and legitimate reasons related to the purpose of collection.

16. Modifications

All modifications to the provisions included in the present general conditions as well as those creating an exception or integrating them that may be included in the contract must be accepted and approved in writing by both parties.

Date _____ Supplier signature _____

According to the art. 1341 of the Civil Code the following clauses have to be considered as expressly approved: art. 2.2 (tacit approval of the order); art. 4.2 (suspension of payment); art. 4.3 (prohibition of suspension of the supply); art. 5.1 (modifications requirement terms); art. 5.2 (penal and resolatory clauses); art. 5.3 (liability limitation for risks connected with Matrix); 5.4 (liability limitation for risks connected with goods) art. 5.5 (liability limitation for risks connected with transport); art. 6.1 (limitation to the exceptions); art. 6.2 (disclaimer clause); art. 7.1 (exceptions terms); art. 8.2 (warranty extension terms; resolatory clause); art. 8.3 (surety); art. 9.1 (penal and resolatory clauses); art. 9.2 (surety); art. 10.1 (assignment); art. 10.2 (withdrawing); art. 11 Mold/Equipment ; art. 12 Sale of Company ; 13 (governing law, jurisdiction).

Date _____ Supplier signature _____