

SAES Getters GENERAL TERMS & CONDITIONS OF PURCHASE

1. The following terms and conditions (the "General Terms of Purchase") apply to and are deemed to be incorporated in any and all Purchase Orders by SAES Getters S.p.A. and/or SAES Advanced Technologies S.p.A. Special or particular conditions amending the present General Terms of Purchase shall be added on the Purchase Order and approved in writing by us. The Supplier shall be deemed to accept the present General Terms of Purchase, upon commencement of performance of the Purchase Order, even if it does not return the enclosed copy duly signed, being such General Terms of Purchase an essential part of the Purchase Order. The acceptance of the present General Terms of Purchase shall be deemed a waiver of Supplier's conditions of sale.

All other terms and conditions which are or may be contained in Supplier's quotations, invoices, offer or acceptance documents are hereby expressly rejected and superseded by these General Terms of Purchase and the specific conditions inserted in the Purchase Order.

2. In all the invoices, transportation documents, packing list, letters and similar, the Supplier shall always have to quote all our references, our Purchase Order number, packing list number. Invoices shall be sent in one original to our registered offices, at the attention of the Accounting Department.

3. The packing list shall always be together with the goods. In addition to what required in point 2 above, they should clearly state name and address of the Supplier, quantity delivered, drawings number and a precise description of the delivered goods. Transportation documents shall indicate whether the delivered quantity settles the Purchase Order or is a partial delivery. We will be entitled to reject the goods ordered if the relevant documents do not comply with the requirements set in the present point.

If the supply involves products considered dangerous goods or that need to be handled or stored with care, Supplier need to provide via e-mail or priority mail the Safety Data Sheets before the delivery of the Goods. Supplier need to send the Safety Data Sheet for the first supply or in case of subsequent changes. The Supplier will be considered responsible for any damages caused to people and/or things by the omission of the required documents.

4. Unless otherwise stated on the Purchase Order, the goods shall be deemed delivered upon receipt at the warehouse at our registered offices. Quantity and weight will be the ones we acknowledge upon delivery, as above defined. Risks and liabilities of the goods will be transferred to us only upon delivery, as above defined.

5. The delivery terms, the price and the terms of payment of the goods and/or of performance of the services are defined in the Purchase Order and are of essence for SAES Getters S.p.A. and/or SAES Advanced Technologies S.p.A. The acknowledgment of the Purchase Order by the Supplier means that the Supplier undertakes to comply with the delivery terms.

In the event Supplier fails to comply with the Purchase Order or even also in case of partial deliveries, without affecting our right to claim greater damages, we will be entitled to:

a) maintain the Purchase Order applying a penalty equal to 2% of the value of the undelivered goods for each week of delay, for a maximum of 10%, without prejudice to the right to higher damages; the Supplier agrees to pay the penalty within 30 days from the delay provided that we shall have the right to set off the amount due to the Supplier with the price of the goods.

b) terminate the Purchase Order with reference to the quantity of the goods or services late delivered, by registered mail, being the offer as per article 1517 of the Italian Civil Code waived;
c) purchase elsewhere the goods at Supplier's risk and expenses, even if the circumstances listed in article 1516 of the Italian Civil Code do not occur.

Supplier shall be liable for any delay or breach of contract arising out of or in connection with this General Terms of Purchase, and SAES Getters S.p.A. and/or SAES Advanced Technologies S.p.A. shall be refunded for all damages arising out of or in connection with delay or default.

6. We do not take any liability for the goods supplied in excess compared to the quantity ordered, even if accepted at the delivery address.

7. Packaging, labeling, shipping, shall be made pursuant to relevant applicable law and pursuant to the provisions of the Safety Data Sheet. Supplier expressly undertakes to use packaging material which is environmental friendly, recyclable, or with a low environmental Impact. If not otherwise agreed, the prices are fixed and invariable.

8. Delivery does not mean acceptance of the goods, since we shall have a reasonable time after delivery to inspect conditions, quality and quantity of the goods through our Quality Control Units and/or by mean of specialized external labs. Payment of the Purchase Order shall not be deemed an acceptance of the delivery. Last paragraph of article 1513 of the Italian Civil Code will not be applicable in the event we do not request the competent judicial authority to verify quality and conditions of the goods pursuant to article 696 of the Italian Civil Procedure Code.

9. The Supplier warrants for 24 (twenty-four) months from delivery that the goods are free from any defect and fault, that they do not infringe any third parties intellectual property rights and that will comply with all statutory requirements, applicable regulations relating to the sale of the goods, their import or export, labeling, packaging, health and safety legislation and consumer protection.

10. We will be allowed to notify in writing the Supplier any defect detected in the goods within thirty (30) days from the date of the discovery during the warranty period set forth in article 9 above, after the delivery of the goods, even if already processed or incorporated into our products and even if invoices have already been paid.

The Purchase Order shall be deemed correctly performed upon delivery at the delivery address of the exact quantity and quality of the goods, and upon successful results of testing, if required. If some goods prove defective, we will be entitled, at our sole option, either to require the Supplier to replace such goods at the same contractual conditions or reject them without affecting our right to the reimbursement of the prices eventually paid and reimbursement of the damages suffered. In the event of notably defective goods or, in general, if the Products or services are not supplied or performed in accordance with the Purchase Order, we will be entitled to reject the whole order, including any further deliveries encompassed by it, terminate the Purchase Order retaining the goods already delivered in compliance with the Purchase Order, and without prejudice to our right to the reimbursement of the damages suffered. We will be also entitled to purchase elsewhere the goods ordered at Supplier's risk and expenses, as per point 5c) above.

11. In the event of any breach of obligations by Supplier, we will be entitled to retain any payment accrued by Supplier, even if not related to the Purchase Order concerned, as guarantee for the performance of Supplier's outstanding obligations, without the need of judicial orders or decrees. Supplier is strictly forbidden to issue drafts for the payment of the goods, since they will not be accepted and Supplier will be liable for any damages associated with such

rejection. No interests will accrue on the payment retained pursuant to this point 11.

12. Supplier is not allowed to use, copy, reproduce or disclose any drawings, data, samples, models or information we provided the Supplier with, or transfer them to third parties or use them for any purpose other than the completion of the Purchase Order. At any time and without delay the Supplier shall return them to us, upon our request. The production of goods based on our drawings, samples or models shall be strictly limited to the quantity we order and Supplier hereby undertakes to destroy any defective or exceeding goods so tailor made. The production of goods based on our drawings, samples or models will be deemed illegal.

13. For the duration of the Purchase Order, the Supplier undertakes not to use, disclose or reveal or let its officers and employees use, disclose or reveal the information related to technical drawings, data, samples, models or commercial secrets arising out or in connection with the production process of the goods or services.

14. The Supplier is not allowed to make use of or refer to SAES Getters S.p.A. and/or SAES Advanced Technologies S.p.A. name, trade names, trademark and logo or to the Purchase Order in its advertisement without our prior written consent.

15. The Purchase Order cannot be assigned by the Supplier, without our prior written consent. Credits as well may not be assigned to third parties, without our prior written consent.

16. The present General Terms of Purchase, the Purchase Order in general and the relationship between the parties hereunder shall be governed by and interpreted in accordance with the Laws of Italy. Any dispute arising from, or in relation to the Purchase Order shall be subject to the exclusive jurisdiction of the Court of Milan (Italy).

17. Pursuant to Italian Law no. 231/2002, applying the EU Directive 2000/35, in the event of our failure to pay any amount when due (provided point 11 above does not apply), if the payment is effected within 20 (twenty) calendar days as of the date on which payment is due, we will not be required to pay the Supplier any penalty interest. Instead, if the payment is effected later than 20 (twenty) calendar days as of the date on which payment is due, we shall incur penalty interests at a rate equal to the current one applied by the European Central Bank to its most recent main refinancing operation plus 3 percentage points, which will apply by default, without need of further notification, retroactively from the day following the date on which the payment became due.

18. Pursuant to article 13 of Italian Law No. 196/2003, we hereby inform that Supplier's personal data necessary for the Purchase Orders and the purchases we make, are collected and processed for purposes associated to the fulfilment of the obligations set forth by the law in force, and connected and instrumental to the establishment and management of the contractual relationship with the Supplier, and in particular: for the fulfilment of the obligations coming from the contract with the Supplier; the management of the suppliers; handling of the orders, accounting and invoicing; fulfilment of fiscal and accounting obligations; handling of litigation; vendor rating.

Such data will be processed manually and/or by automated systems that guarantee security and confidentiality, according to logics which are strictly connected to the same purposes.

Supplier's submitting personal data (such as name, address, VAT number) is mandatory to fulfil the obligations imposed by law, and it is necessary as well since connected and instrumental to the management of the contractual relationship. Thus, the refusal to provide personal data causes the impossibility to issue or handle the Purchase Order.

With reference to the purposes above indicated, collected data may be communicated to the relevant Authorities imposed by law, the companies of our group, and banks or financial institutions, consultants, contractors and service companies, only in the event the disclosure is necessary or functional to the performance of the task assigned to them. The data provided by the Supplier may be transmitted abroad, even outside European Union, only to our affiliated companies, for purposes associated to the management of our contractual relationship with the Supplier, in compliance with the requirements set forth by privacy law in force. Supplier's data will not be matter of dissemination. The data will be disclosed to the employees or third parties expressly appointed by the Data Controller (SAES Getters S.p.A. or SAES Advanced Technologies S.p.A.) as Data processor and individuals in charge for the data processing. Supplier is entitled to exercise all rights granted by article 7 of Italian Law No. 196/2003, such as right to access, request updating, rectification or integration, erasure of the personal data, and the right to object on legitimate grounds to the data processing by e-mailing to privacy@saes-group.com or writing to the Legal Department of Saes Getters S.p.A., viale Italia 77, Lainate, Milan, Italy, where the Lainate Plant Manager, appointed Data Processor, is domiciled too. By executing these General Terms of Purchase, the Supplier declares to have read and understood the above and hereby expressly accepts the transfer abroad (including U.S.A.) of its Personal Data.

19. The Supplier hereby declares to know our Code of Ethics and Business Conduct as it is available on our website www.saesgetters.com (SAES Getters Group / Quality, Environment, Safety and Ethics / Code of Ethics), to have read it and accept its contents. Supplier's non compliance to the provisions therein contained is deemed to be a material breach and cause for termination of the Purchase Order pursuant to article 1456 of the Italian Civil Code and will provide us the right to terminate it immediately.

20. Neither party hereto shall be liable for its failure to perform hereunder in the event of Force Majeure. For the purpose of this term, Force Majeure means any circumstances beyond the reasonable control of a party, including without limitation, including but not limited to strike, riot, war, fire, act of God, accident, any breakdown not caused by the fault or neglect of one or both of the Parties. Following the event of Force Majeure, the party affected shall promptly inform the other party in writing of the delay and the reason of the delay.

21. If any term of this General Terms of Purchase is held to be null, avoid, inapplicable or unenforceable, such term shall be severed from this General Terms of Purchase and the remaining provision of this General Terms of Purchase shall not be affected.