

GENERAL CONDITIONS OF SALE

1. APPLICABILITY - ALTERATIONS AND ADDITIONS

The following General Conditions of Sale and any other document attached to same or referred to by same, including the safety Data Sheets (collectively the "Contractual Documents") constitute the entirety of regulations governing the agreement between the parties, supersede and replace all previous quotes, orders, correspondence and any other communication of any nature, written or spoken, between Actuator Solutions GmbH ("ASG") and the BUYER ("BUYER").

Submitting a purchase order means acceptance of the General Conditions of Sale hereunder by the BUYER. All purchase orders are subject to written acceptance by ASG. Any and all terms in BUYER's purchase orders, conditions of purchase which vary, conflict or are in any way inconsistent with the General Conditions of Sale hereunder are rejected by ASG and cannot be deemed to be part of the agreement unless specifically approved by ASG.

If no claim is notified by the BUYER within 10 days from the receipt of the order confirmation, this shall be deemed compliant with the order and accepted.

The drawings, measurements, overall sizes, tolerances, weight, consumption, performance of ASG products (the "Products"), as well as the construction, function and use specifications of the Products and the suitability of same for their destined use by the BUYER, if and to the extent they are provided by BUYER, are binding for ASG only if they are specifically accepted in writing by the same and are expressly indicated in the Contractual Documents.

The references to Incoterms contained herein and in any other Contractual Document shall be referred as the Incoterms 2010 edition or any subsequent edition in place upon receiving the order confirmation by ASG.

As some of ASG Products require particular care in their use, the BUYER undertakes to read with diligence all the information contained in the relative Safety Data Sheets and the Operator Manual if applicable and perform all the measures to prevent any dangerous event indicated by same from taking place.

The BUYER also undertakes to inform the employees who, directly or indirectly use, work, handle or come into contact with such Products, of the contents of the Safety Data Sheet.

2. PRICE

Unless otherwise agreed and specified, the prices quoted are understood to be Ex Works (EXW). In all cases the prices are net of VAT, customs duties, special packaging costs, insurance policies, taxes and any other additional costs. ASG can prepay freight and insurance charges as well as packing (whether special or not) as per the Products upon BUYER's request and will list the concerning expense on the invoice.

Any additional expenses sustained by ASG in the supply of the Products shall be invoiced separately.

3. CONDITIONS OF PAYMENT

Payment of the supply shall take place in full, in the specified currency and pursuant to the terms specified in the invoice. Except where otherwise indicated, the payment shall be made at ASG office.

The BUYER shall have no right, under any circumstances, to defer payment beyond the term indicated above, in particular because of delays in the delivery of the Products, claims of whatever nature relating to the delivery of the Products.

Pursuant to the EU Directive 2000/35, in the event of delay in payment, if the payment is effected within 20 calendar days as of the date on which payment is due, ASG will not require any penalty interest. If the payment is effected later than 20 calendar days as of the date on which payment is due, the BUYER will have to pay ASG penalty interests at a rate equal to the one applied by the European Central Bank to its most recent main refinancing operation plus at least 6 percentage point, which will apply by default, without need of further notification, retroactively from the day following the date on which the payment became due.

If the financial conditions of the BUYER degenerate to such a level that doubts are placed upon its solvency, or in the case of non-payment of any previous deliveries by the BUYER, ASG shall have the right to stop the delivery, unless a suitable guarantee is given by the BUYER or same provides total payment of any other outstanding accounts, before the delivery.

4. TERMS OF DELIVERY

Unless otherwise agreed and specified, the delivery will take place as soon as the Products are available.

Unless otherwise agreed and specified, the Products shall be delivered Ex-works. In the absence of precise instructions from the BUYER, the shipping will take place by the method of transport which ASG considers most appropriate. The Products shall be insured against transport risks only upon request by the BUYER who shall pay the related expenses.

5. FORCE MAJEURE

ASG shall not be considered as being in default of the obligations provided for herein if said default is due to a force majeure. Force majeure is understood to be any event beyond the control of ASG such as, by way of example but not limited to, natural disasters, government acts, laws or regulations, national or corporate strikes, or any other reasons beyond its control such as lack of means of transport, fuel or energy, manpower, spare parts or materials or non-performance or delay on the part of the suppliers.

6. TRANSFER OF RISK AND OWNERSHIP

Unless otherwise agreed and specified, all risks and liabilities inherent to the Products sold, together with the ownership of such Products, shall pass to BUYER at the time of delivery of the Products as defined in Article 4 above.

7. CONFORMITY DELIVERED - ORDERED

Any discrepancy between the Products ordered and delivered must be notified by the BUYER no later than 7 days from the receipt of the Products. When said term has elapsed without notice from the BUYER, the Products delivered shall be deemed conforming to the purchase order as confirmed by ASG.

8. WARRANTY

ASG guarantees that the Products delivered shall be free from operational and material defects and shall comply with the construction and functional data and specifications indicated in the Contractual Documents.

This warranty shall have a term of TWELVE (12) MONTHS. For Products which require installation at BUYER's facility by SAES personnel, the warranty shall have a term of TWELVE (12) MONTHS from the date of installation or FOURTEEN (14) MONTHS from the date of delivery, whichever term is shorter. Subject to the remainder of this Article 8, any action by BUYER for any alleged breach of this warranty shall be brought in writing by BUYER within thirty (30) days of BUYER's discovery of the breach.

This warranty shall only apply to the BUYER and may not be assigned. During the term of the warranty set forth above, ASG will promptly repair the Products which for their features can be repaired and which do not conform to the specifications and which BUYER returns to ASG at the address provided. Unless otherwise agreed and specified, BUYER shall be responsible for all transportation charges incurred in returning Products to ASG for repair; BUYER shall have obtained a Returned Material Authorization ("RMA") number and specific shipping instructions from ASG prior to its shipping of the Products to ASG.

ASG shall not unreasonably deny BUYER authorization to ship Products to ASG. ASG shall return repaired Products to BUYER, with transportation charges prepaid by ASG, unless otherwise agreed.

If ASG, in its sole discretion, determines that it is not commercially practicable to repair Products returned by BUYER, and in case of Products which for their features cannot be repaired, ASG at its own option will either (i) replace those Products or (ii) refund the purchase price to BUYER, less the reasonable prorated rental value of the Products, if any, for the period during which BUYER used them prior to its discovery of their failure to comply with the warranty set forth above.

BUYER expressly agrees that should ASG replace returned Products, the replacement Products may consist of or contain refurbished goods and/or

parts, where technically feasible. Any refurbished goods or parts ASG ships to BUYER under this Article shall be equivalent to new in performance, shall meet ASG' published specifications or the specifications agreed to by BUYER and ASG in writing and referring to the purchase order, and shall be subject to the limited warranties set forth in this Article.

ASG shall be responsible for any transportation charges incurred in shipping replacement Products to BUYER.

The warranty set forth above shall not apply to defects resulting from (i) loss or damage in transit; (ii) unreasonable or inadequate storage, installation, maintenance; (iii) accident; (iv) BUYER's attempt to make or cause to be made any repairs or alterations on the Products and parts covered during the warranty period without the prior written permission of ASG; (v) BUYER's acts or omissions which subject the Products to more rigorous environments than are set forth in the applicable specifications, including without limitation BUYER's use of toxic, corrosive or caustic liquids and/or gases with the Products; (vi) BUYER's negligence, mishandling, misuse, abuse or use which is not in accordance with ASG' specifications and instructions; or (vii) any defects in those purchased Products which BUYER has detected after the end of the term of the warranty herein or that has not claimed within the terms herein established. ASG reserves the right to examine the Products returned to determine if the warranty is applicable.

THE LIMITED WARRANTY EXPRESSED ABOVE IS IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTY IS MADE HEREUNDER BY ASG AND ALL OTHER CONDITIONS, WARRANTIES, AND REPRESENTATIONS EITHER EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, CONDITIONS OR WARRANTIES RELATING TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ASG MAKES NO WARRANTY THAT THE PRODUCTS DO NOT INFRINGE ANY PATENT, TRADEMARK, COPYRIGHT OR SIMILAR RIGHTS OF THIRD PARTIES AND ASG DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT.

9. LIMITATION OF LIABILITY

The sole and exclusive remedy for breach of warranty concerning the Products shall be repair, where feasible, or replacement or refund as per Article 9 above and they exclude any further liability on ASG.

ASG shall not be held liable for any damage, loss or increased expense deriving, directly or indirectly, from the defective Products, except where the BUYER proves that the said defects are the result of willful misconduct or gross negligence on the part of ASG.

The maximum liability of ASG for any and all damages arising out of, or in connection with, the sale of Products shall be limited to the price of the Products.

UNDER NO CIRCUMSTANCES SHALL ASG BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, EXCESS REPROCUREMENT COSTS OR SPECIFIC INTERRUPTION IN USE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, OR HOWEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Notwithstanding any implication to the contrary, ASG shall have no liability whatsoever unless and until BUYER shall have paid the full purchase price of all Products delivered.

10. EQUIPMENT AND COPYRIGHT

Any piece of equipment, tool or other item necessary for the execution of the order and developed and produced by ASG shall remain sole ASG property even if pro-rata costs have been invoiced.

The BUYER is solely responsible for seeing to it that no rights, especially copyrights, patents and utility models, of third parties are being infringed by the execution of the order. The BUYER has to hold ASG harmless and exempt ASG from all third parties' claims arising from such infringements.

11. INDUSTRIAL PROPERTY RIGHTS

ASG is not liable if we have manufactured the objects of sale in accordance with the BUYERS drawings, models or other such specifications or data and do not know or, in the context of the products he has developed, do not have to know that they infringe industrial property rights. If ASG is not liable pursuant to this section 11, the BUYER hereby has to hold ASG harmless and exempt ASG from all third parties' claims.

The BUYER is hereby contractually bound to get information on potential infringement risks and alleged cases of infringement forthwith and amicably to counteract such claims. ASG is not liable for any loss and damages arising from downtimes. Industrial property rights arising from ASG services rendered are ASG's alone. ASG blueprints and design proposals may only be given to third parties with ASG's written consent.

If the BUYER suggests improvements or amendments to ASG contracted performance, ASG acquires all rights to the implementation or utilization of such suggestions in the contracted performance.

12. TERMINATION

This Agreement shall automatically terminate and ASG shall be released from any further obligation, in the event the BUYER is subject to bankruptcy proceedings or bankruptcy of any nature. ASG reserves the right to terminate this Agreement in the event that (i) any breach by the BUYER of the provisions contained herein which is not cured within 15 days from the notice sent by ASG; or (ii) the ordered Products are not collected by the BUYER no later than 3 months after the date of the agreed delivery.

13. MISCELLANEOUS

ASG informs the BUYER that ASG' has fully adopted the Code of Ethics and Business Conduct of SAES which is available on the website www.saesgetters.com (SAES Getters Group / Investor Relations / Corporate Governance / Code of Ethics) and requires that its own customers share its contents and comply with it. Submitting a purchase order means acceptance of such Code of Ethics.

This Agreement shall not be assignable by BUYER.

If any term of this Agreement is held to be illegal or unenforceable, such term shall be severed from this Agreement and the remaining terms shall remain in force.

14. LAW & DISPUTES

The validity, performance and construction of the present Conditions of Sale and any sale made hereunder shall be governed by the laws of Germany. Any applicability of the CSIG is hereby excluded. Any dispute arising from, or in relation to, dealings specified herein shall be subject to the exclusive jurisdiction of the Court of Ansbach.

15. EXPORT

The BUYER assures and guarantees that the Products are bought only and exclusively for civil use and it is absolutely excluded any other different kind of use. Besides, the BUYER assures and guarantees that it will be the final user of the Products, and thus, declares and undertakes not to re-export and/or otherwise transfer the Products.

In the event that the BUYER intends to re-sell the Products to any of its affiliated company, he undertakes to give to ASG information about the country where the affiliated company is located, to guarantee the effective destination of the Products.

In case of non fulfillment of the above mentioned precise obligations, the BUYER will be obliged to pay to ASG, as liquidated damages, an amount equal to the triple of the Products price, save any further damages to be compensated.