



1. ACCEPTANCE

To become a valid and binding agreement between us this purchase order must be accepted by Seller in writing in duplicate copy and returned to Buyer promptly. Upon acceptance of this purchase order the terms and conditions, printed, written or otherwise appearing on the face or reverse side hereof and including any supplemental terms and conditions hereto attached, constitute the entire understanding and agreement (which shall be construed and interpreted in accordance with the laws of Luxembourg) between the parties under which the materials, articles or services specified on the face hereof are purchased and sold. No other agreements or stipulations (including revisions to this order or terms and conditions stated by Seller in acknowledging this order) shall be binding upon the Buyer, nor shall any waiver or subsequent modification of the terms of this agreement be valid unless in writing duly signed by the parties. This order may be assigned only with the written consent of the Buyer.

2. AUTHORIZATION OF PURCHASES

Buyer shall not be liable or responsible in any manner for material delivered, fabricated or furnished or work or services performed unless the same has been duly authorized by a written order on Buyer's purchase order form signed by Purchasing Agent or his duly authorized representative.

3. PACKING AND TRANSPORTATION

Unless otherwise specified on the face hereof all charges for packing, crating, hauling, storage and transportation to point of delivery are included in the purchase price and will be paid by the Seller. If deliveries are so far behind schedule that delivery by express is required, if Buyer has agreed to pay charges for method of delivery specified on face hereof, difference between charges for such method and express charges will be paid by the Seller, otherwise all express charges will be paid by the Seller. All shipments must be accompanied by packing slips containing a description of the articles, the number of the purchase order and the plant to which the shipment is consigned. Buyer's count or weight shall be accepted as final and conclusive on shipments not accompanied by packing slips.

4. EXCESS PROCESSING AND OVERSHIPMENTS

The Buyer will not be liable for articles or materials processed in excess of its release nor for overshipments in excess of quantities specified and the Buyer may return any overshipments at Seller's expense, which shall include transportation both ways.

5. WARRANTIES OF SELLER

The Seller warrants that all articles, materials and services covered by this purchase order will conform to drawings, specifications or samples specified or furnished by Buyer and will be merchantable and of good material and workmanship, free from all defects and suitable for the use intended. All articles, materials and services will be subject to Buyer's inspection and rejection at place of delivery specified or furnished by Buyer. Defective services may be rejected by Buyer without cost to it and defective articles and materials may be returned to the Seller for full credit or

replacement, at Buyer's option, at the Seller's risk and expense, including transportation charges both ways. The warranties of Seller together with its service warranties and guarantees, if any, shall run to Buyer and/or its customers. Payment for material, articles or services prior to inspection shall not constitute acceptance thereof.

6. DELIVERY

The "Date required" is binding. For late deliveries the Buyer will deduct 0,5% of the net amount for every week up to a maximum of 5%.

7. CHANGES IN SPECIFICATIONS

The Buyer may at any time make changes in writing relating to this order, including changes in the drawings or specifications as to any articles, materials or services covered by this purchase order, method of shipment or quantities or packing or time or place of delivery. If such changes result in increase or decrease in cost of or time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim or adjustment by Seller must be made in writing to Buyer within thirty (30) days from date of receipt by Seller of notification of change.

8. PATTERNS, TOOLS AND EQUIPMENT

If any patterns, tools, jigs, dies, equipment or material are furnished by the Buyer or provided by the Seller and paid by the Seller and paid for by Buyer or charged to it, title to and the right of immediate possession of the same shall remain in Buyer and shall be held by the Seller for the Buyer's sole use and may be removed by the Buyer at any time. While retained by Seller all such property shall be maintained in good and usable condition and Seller shall be responsible for any loss or damage thereto. All such property shall be segregated by Seller in Seller's plant and clearly marked with Buyer's name as belonging to Buyer. Upon completion or termination of this order all such property shall be disposed of as Buyer may direct.

9. USE OF DESIGNS AND PATTERNS

If any articles included in this purchase order are made according to designs, specifications or blueprints or by means of any patterns, tools or dies furnished by the Buyer, the Seller agrees that the same articles or parts will not be furnished to any other person and that such patterns, tools or dies will not be used on any articles or parts furnished to any other person without the Buyer's written consent.

10. PATENTS

- a Seller shall hold and save Buyer, its agents and customers and the successors and assigns of any of them, harmless from all liabilities, costs and expenses only on account of any claim of infringement of any duly registered Letters Patent allegedly covering the material or part specified in this purchase order contract in the form delivered by Seller or allegedly covering the manufacture or sale thereof, (except where said material or part is furnished in accordance with Buyer's design and the alleged use of the patent or patents claimed to be infringed is either specifically prescribed in writing by

Buyer or necessarily flows from the nature or design of said material or part) provided that Buyer promptly notifies Seller of such actual or threatened suit, tenders Seller full control of the defense or settlement thereof and extends to the Seller all reasonable assistance in connection therewith.

- b Buyer shall hold and save Seller, its successors and assigns, harmless from all liabilities, costs and expenses on account of any claim of infringement of any duly registered Letters Patent allegedly arising out of the incorporation by Buyer of the material or part furnished by Seller under this purchase order contract as a component part of a more comprehensive assembly or the making by Buyer of a special use thereof or allegedly covering the manufacture, use or sale of said material or part, furnished by Seller in accordance with Buyer's design where the alleged use of the patent or patents claimed to be infringed is either specifically prescribed in writing by Buyer or necessarily flows from the nature or design of the material or part ordered by Buyer, provided that such patent or patents covering the material or part in the form delivered by Seller are not owned or controlled by Seller, its officers employees (in the event the patent allegedly infringed relates to the art and business of Seller), or Seller's vendor or subcontractors under this purchase order contract, and that Seller promptly notifies Buyer of such actual or threatened suit, tenders Buyer full control of the defense or settlement thereof and extends to the Buyer all reasonable assistance in connection therewith.

11. TERMINATION

(Applicable to commercial orders only) Buyer may terminate work under this purchase order in whole or in part at any time by written or telegraphic notice to Seller. In such event Seller shall stop work immediately, notify subcontractors to stop work and protect property in Seller's possession in which the Buyer has or may acquire an interest. Except where such termination is occasioned by a default or delay of Seller may claim reimbursement for Seller's actual costs incurred up to and including the date of termination which are properly allocable to or apportionable under recognized accounting practices to the terminated portion of the purchase order, including liabilities to subcontractors which are so allocable, and acceptable finished units at contract price not previously billed or paid for, but excluding any charge for interest of any materials which Seller may be able to divert to other orders. Seller may also claim a reasonable profit on the work actually done by Seller prior to such termination, the rate of which shall not exceed the rate used in establishing the original purchase order price. The total of such claim shall not, however, exceed the cancelled commitment value of this purchase order.

The obligation of the Buyer to make any of the payments required by this article shall be subject to any unsettled claim for labor or material and to any claim which the Buyer may have against the Seller under or in connection with this contract or otherwise, and payments under this article shall be subject to reasonable deductions by the Buyer on account of defects in material or workmanship of completed or partially completed articles delivered hereunder. In event of any termination of this order, Buyer shall not be liable to Seller in damages on account of such termination or in any amount in excess of that provided for in this Article 10 for costs, profits or otherwise.

12. DRAFTS

No drafts for purchase made by the Buyer will be honored.

13. SELLER'S RESPONSIBILITY

Should the delivery of the articles, materials or services herein ordered, require the presence of employees of the Seller, on the premises of the Buyer for the purpose of installing goods or rendering service or for any other purpose, the Seller assumes full responsibility for the acts of such employees while on Buyer's premises and agrees to reimburse Buyer for any loss or damage caused by them.

14. FOR SUBCONTRACTORS

Subcontractor is liable or responsible in any manner for the observance of traffic safeguard rules and regulations for prevention of accidents during execution of tasks or services to be performed by subcontractor.

15. LITIGATION

In the case of litigation only the Courts of Luxembourg have jurisdiction. In the case of litigation only the English text is binding.