



GENERAL PURCHASING CONDITIONS

1. APPLICATION

1.1. These General Terms for Acquisition "CGA" determined by CIE MATRICON SA for the purchase of materials, parts, materials, components, software and any related services ("Goods") offered or provided by suppliers ("Sellers").

These C.G.A. shall be attached to all applications launched by CIE MATRICON SA, as Buyer to obtain offers and will be considered as binding by sellers to prepare bids submitted, constituting integral part of each Order ("Order"). In their context of any other provision or condition outside of the "CGA" will not oblige the buyer, except the particular conditions inserted in subsequent contracts. No other provision or condition contained in confirmations command, previous offers or any other document issued by Sellers will not oblige the buyer, even if not expressly rejected.

2. ORDER

2.1. It is considered the order, the written and approved by the Buyer, that contains all the data contained in the offer Seller, broadcast on demand Buyer with these GPC attached. No order, amendment this addendum or supplement does not oblige the buyer unless they are expressly permitted in writing.

2.2. In case individual provisions of the "GPC" can not be applied to all other provisions and conditions will remain unaffected.

2.3. Order will be sent by the Buyer to the Seller no. of fax or e-mail mentioned in the offer by the Seller and its reception date represents receipt of order.

2.4. The seller has to provide maximum 2 (two) business days from receipt of the order, in to refute order received from the Buyer. Lack of response from the Seller is appreciated as an acknowledgment of the order and give the right party injured in damages.

3. PRICES / Quotations / PAYMENT / BILLING

3.1. Seller's offers shall be valid for a period of at least 30 days after receipt by Buyer.

3.2. All prices are firm orders and will not be subject to review prices include all taxes (except VAT), contributions, insurance and any other costs incurred Sellers in the realization of the Order.

3.3. After each delivery of goods under an Order, Seller will send invoices (1 or 2 copies if necessary) prepared in accordance with all legal requirements applicable to Buyer, and which will indicate the number and date of Order Buyer, Seller 'reference data. No bill will not mean More than command.

3.4. Properly invoices will be paid by bank transfer (OP) in agreed payment term, from the date of acceptance of delivery by the purchaser. With all, however, Buyer shall have the right to withhold payment if Sellers do not meet the requirements of the Order. In this case, Sellers will not claim any penalties (even for part of the price).

3.5. In case of incomplete or flawed delivery, Buyer shall have the right to refuse payment in proportion to the amount of incomplete or flawed products.

4. QUALITY / SECURITY

4.1. Before launching any offer, Seller may request all information Shopper on needs and intended use of the Goods to provide Buyer an offer containing all the information and recommendations on the goods offered.

4.2. Seller will inform Buyer all relevant information fields of security, safety or environmental concerns goods and / or processing, handling or use. Such information provided will not limit in any way the responsibility of the Seller in case the Buyer will be prejudiced by not informing or improper information on property and / or services provided. If the goods or services supplied are not in compliance with safety rules, safety or the environment, the Purchaser has the right the damage sustained.

5. DELIVERY / TRANSFER OF PROPERTY / PACKING / SHIPPING

5.1. If not agreed otherwise, all goods will be sold in the delivery condition DAP the Incoterms 2010 unloaded at the final destination indicated by the Buyer ("Delivery"). If you do not indicate any specific location Delivery will be made the address of the buyer.

5.2. Before Delivery:

- Seller will ensure that the goods comply with Order specifications, quality, weight and physical dimensions, and if there is property damage or their packaging.

- The goods will be packed so they are not damaged during transport or manipulation. All components will be properly marked in accordance with the rules applicable, especially if dangerous goods, if any, instructions Buyer and will indicate the minimum number marking Order Buyer identification of Seller, component number, place of delivery, component description, weight and quantity, and all markings required for correct delivery and assembly. Goods will be equipped with attachment points and manipulation.

- Packaging materials and methods will be chosen to minimize Seller cost of ownership and meet the following objectives: protection, keeping in safety, recyclability, energy saving and destruction.

5.3. Transport:

- The buyer shall take all measures necessary to achieve Proper transport of goods by all appropriate means and using all equipment and accessories necessary with the assistance, where appropriate, the of agents or subcontractors competent and solvents. Seller will hold Goods transportation to the place of delivery in a manner designed to avoid damage to property and so as to avoid difficulties in unloading goods from Buyer's place of delivery.

- Delivery times set out in the Order will be paramount. In case of undue delays in order fulfillment, Buyer may choose between cancel order or accept a subject claiming compensation proportional damage suffered. Buyer reserves the right to refuse partial deliveries or ahead of schedule. Seller shall immediately notify, in writing, the buyer about any delays and provide all the information while on the ground and / or duration delay, and details of the efforts that the seller intends to do to avoid delay or expedite delivery. In case of a delay in delivery, Buyer shall have the right, without giving up request other compensation, damages amounting to 1% of the order value for each day late fees until the order accepted.

5.4. Risks will remain on the Seller up to the official reception of the Goods or services by the Buyer. Ownership of the Goods shall be transferred Buyer to pay them in full.

6. ACCEPTANCE - INSPECTION

6.1. Without prejudice to Article 5.2., The Purchaser reserves the right to check the status and

implementation of the appropriate Order and to conduct any checks and evidence of quality that we consider necessary. Seller will ensure Buyer and its representatives free access at any time to wards thereof.

6.2. Seller shall guarantee that the products delivered and services are consistent a Quality System ISO 9001 or equivalent thereof (in Depending on the specific goods). The buyer or his representative will right to conduct quality audits and verifications of the quality system Seller.

6.3. In the event of a total or partial refusal to deliver, goods those will be stored and returned at the expense and risk of Buyer Seller.

7. DOCUMENTATION TECHNICAL / MANUAL FOR USE AND MAINTENANCE

Seller shall disclose the agreed terms, but at the latest delivery date Goods, all technical documentation related goods, such as manual operation and maintenance, training manuals, drawings, technical specifications of product safety inspection certificates, certificates conformity and any other supporting documents. If not specified otherwise in Order, the delivery of software or of goods including software will include, in grounds maintenance and / or adaptability, all the source code and object code related.

8. WARRANTY / LIABILITY

8.1. Seller warrants that the goods will be in accordance with all specifications and requirements agreed that they will meet all technical solutions latest and will be compatible for specific purposes contemplated by the Buyer, they will not free from defects in design, materials and execution that will meet the performance requirements expected by the Buyer and that they meet the standards and mandatory requirements applicable.

8.2. Seller warrants appropriate performance of the Goods on at least one period of 6 months after their operation or 12 months from the date acquisition. Claims made under this warranty will suspend period warranty until remediation by the Seller of the situation reported and the period of warranty will be extended accordingly.

8.3. If it finds at any time that goods are not under warranty, Buyer will have the option, by written notice to Seller, (a) to accept these goods with reduced fair price; or (b) reject such Goods inconsistent and request delivery of goods replacement or the repairs necessary, at the expense of the Seller.

8.4. If the seller delivers the goods replacement adequate bond or not performs repairs immediately or emergency, if necessary, the Purchaser shall have the right to replace or repair such goods calling from another supplier and recover all costs from Sellers.

8.5. Any goods repaired or replaced will be governed by the provisions of this Article, and the warranty period of this will begin after delivery or repair.

8.6. The rights and remedies Buyer specified in these GPC will complete any other rights and remedies provided by law.

8.7. In any case, no inspection, approval or acceptance of Goods is not going absolve the Seller of liability with respect to defects or other breaches of requirements of the Order.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Seller warrants that neither goods nor their sale under the Order will not violate trademarks, patents, copyright or other legal rights the third parties. Seller shall indemnify and compensate the buyer against all actions or claims, liability, loss, costs, fees lawyers, expenses and damages arising from any breach of rights intellectual property. At the request of Buyer,

Seller, at its own expense, they will defend the Buyer against all such claims, proceedings and processes.

10. Non-disclosure / PROPERTY RIGHTS

10.1. All written or oral information supplied by Seller to Buyer on know-how, specifications, procedures, requirements and all information, documentation and technical data of the Buyer shall be considered as confidential and will not be disclosed to third parties without the prior written consent of Buyer, for a period of at least 10 years after their date of disclosure by Sellers.

10.2. All property rights and copyrights to any projects drawings, samples and other documents belong to Buyer and Seller provided they will not under any circumstances be reproduced or disclosed to third parties without Buyer's prior written consent.

11. Force majeure

11.1. Part affected by an event that can not be controlled by it and not could be reasonably foreseen or avoided, including (without limitation) terrorism, insurrection, epidemic, flood, earthquake or other natural disaster ("Force Majeure"), shall immediately notify the other party in writing about the event and will provide the other party all relevant information and evidence under it and will inform especially about the time that the event may delay achieving the while this Order. Strikes affecting Sellers, public transportation or events of any kind (including those defined herein as events of Force Majora) affecting subcontractors or suppliers Vendors will not be regarded as events of Force Majeure failure to motivate this Commands.

11.2. If an event of Force Majeure affects the Seller Buyer shall be entitled at its option: (a) to agree with Sellers on extension of this period; or (b) at any time to terminate the Order or any part thereof, without further obligation or liability, and request reimbursement of any amounts already paid.

11.3. The price for deliveries previously made partial payments only if they remain can be fully used by the Buyer, despite the inability of sellers to deliver Order rest. Any excess amount paid as an advance by the Buyer shall be Seller refunded.

12. JURISDICTION / APPLICABLE LAW

12.1. These General Conditions of Purchase and all legal relationships Contracting Party shall be subject to the legislation of Romania.

12.2. Any dispute arising between the parties shall be settled amicably and if not possible across the courts of the registered office of the Purchaser will be competent in solving all problems arising.

13. CONFORMITY WITH REGULATIONS.

All products and/or services supplied must meet the applicable requirements regarding regulations, documentation and safety. The Supplier shall put in place processes to guarantee compliance with government restrictions and safety regarding substances with restricted or prohibited use, including products purchased by it or those relative to the production process. In order to comply with the terms of this contract, the Supplier shall fulfil any legal obligations and requirements applicable at any given moment, specifically including EC Regulation 1907/2006 of the European Parliament and of the Council concerning the registration, evaluation, authorisation and restriction of chemicals (REACH) and any modifications that may be made to said regulation in the future, as well as any other regulation applicable to this field.

14. CORPORATE SOCIAL RESPONSIBILITY.

THE CUSTOMER takes ownership of the ten universally accepted principles in the United Nations Global Compact strategic policy in the areas of human rights, labour and environment, and integrates them within the company's strategy and activities. These ten universally principles in the UNG Compact strategic policy are considered an integral part of its strategy and operations, so the compliance of them should be equally borne to the supplier. The non-compliance of any of them, would enable the immediate termination of the contractual relationship.