

PURCHASING TERMS

1. The order is placed under the special conditions detailed in the order itself and the general conditions mentioned below, which shall be considered as having been accepted by the Supplier. Any alteration to all such conditions on the part of the Supplier, even if shown on the confirmation shall not be considered valid unless expressly accepted by E-Geos in writing.
2. The deliveries under the order shall be effected with the express renunciation on the part of the Supplier of any further price increase or revision thereof due to fluctuations of any size in the cost of both raw materials and labor and of any other factors, all risks in this respect being borne by the Supplier.
3. The order is placed under the express condition that by accepting it, the Supplier:
 - shall be bound to hold E-Geos fully harmless from and against any liability and indemnify E-Geos against any claim, which might be made against it in or out of Court, including claims for any alleged infringement of industrial proprietary or patent rights, relating to materials, instruments, equipment, plant, etc., included in the order or to systems which have to be used for its execution, furthermore undertakes to fully comply with the collective labor contracts and all the existing laws and regulations relevant to safety at work.
4. For the acceptance of the order the Supplier shall return to E-Geos – Contrada Terlecchie – 75100 Matera (Italy) the enclosed confirmation duly signed by one of its authorized officers. Failure on Supplier's side to deliver acceptance of the hereby and within purchase order to E-Geos, duly signed and dated by Supplier for acknowledgement and agreement, shall cause this purchase order to be null and void, and E-Geos shall be under no obligation to accept the supply and/or to pay the relevant consideration.
5. The conditions listed in the Suppliers invoices, letters, contracts, etc., shall not be considered valid unless expressly accepted by E-Geos in writing.
6. The delivery of goods to the carrier or forwarding agent shall not relieve the Supplier from its delivery obligations which shall only deemed to have been complied with when the supplied goods shall have reached the final destination as specified in the within purchase order, at care, cost and risk of the Supplier.
7. Any commercial invoice issued by the Supplier shall relate to a single order only and shall show the details of the order (number and date). Three plain copies of the invoice with the stamped notice "For internal administrative use" shall be attached to the original. Analogously, any other document (such as origin or quality certificates) accompanying the goods shall have to be produced in one original and three copies.
8. Supplies to be delivered in areas where special tax holidays are enjoyed shall require that special requirements applicable thereto be fully complied with as well.
9. A copy of the delivery note, pro-forma invoice or corresponding document shall accompany the material.
10. E-Geos shall not be held responsible for any excess material supplied, even if temporarily stored in its warehouses.
11. Faulty goods or goods which do not comply with the condition set forth in the order or with the relevant designs or technical characteristics etc. will be rejected and placed at Supplier's disposal, or returned carriage forward.

12. The supplier declares and guarantees the full ownership of the goods and licences that may be provided in the context of the Order, and declares that the goods are free of any ties, real guarantees or third party rights;
13. The supplier guarantees that the goods contained to the Order shall be in conformity with the Italian and European Union rules that may be applicable to them.
14. The total value of this purchase order is to be applied as offset credit in support of any present or future offset obligations, in Supplier's country, of the E-Geos, its subsidiaries and affiliates.

E-Geos shall have the right to assign, sell, or otherwise transfer such credits to third parties of its choice to be used in meeting the offset obligations of said third parties.

Supplier will use its best reasonable efforts to assist E-Geos in obtaining offset benefits from the appropriate government officials.
15. The Supplier is bound to repair and/or replace imperfect supplies or defective and/or imperfect parts with new and original spare parts, under its own responsibility and at its own expense. The transport expenses required for the replacement and/or repair of defective supplies shall be borne by the Supplier. The period of guarantee of the goods subject of the Order shall be 24 (twenty four) months, or any longer time period that may be provided by the regulations in force, running from the date of acceptance of the supply. In case of reparation and/or replacement of the goods, the guarantee period shall be automatically extended in consideration of the time period, while the goods are not available to E-Geos.
16. E-Geos shall have the right to terminate the order in case of default of the Supplier, of any of the provisions above mentioned.
17. E-Geos shall have the right to terminate the order in case of convenience with the inclusion of special clauses in the order.
18. The order shall be deemed to have been lawfully cancelled if the goods thereof have defects which render them unsuitable for the purpose for which they are intended or considerably reduce their value, the term for reporting the defect shall in all cases start from the date of its discovery.
19. The penalty for late delivery shall be deducted from the amounts invoiced to E-Geos. Settlement of penalties shall not be considered as a waiver or reduce in any way E-Geos's title to compensation for any additional damage.
20. Expiry of the payment term shall not give rise to payment of interest. No form of payment by draft or other form of bank receipt will be accepted.
21. Anything not expressly regulated hereby shall be governed by the applicable provisions of the Italian Civil Code.
22. The order is subject to the Italian law. Any dispute arising out from the order shall be submitted and settled by the Court in Matera.