

Micron Technology Italia S.r.l.
 Via A. Pacinotti, 7
 67051 Avezzano (AQ)
 Tel 39-0863-423.1 - Fax 39-0863-412763
 Cap. Soc. Euro 129.356.960,00 i.v.
 C.C.I.A.A. (AQ) N. R.E.A. 95499
 N. Iscr. Reg. Imprese, Codice fiscale e
 Part. IVA 01465930665
 Appartenente al Gruppo Micron Technology, Inc.

Avezzano,

.....

Dear Mr.,

this letter of agreement (the "Agreement") confirms and memorializes Micron Technology Italia S.r.l. ("Seller's"), agreement to sell, and ("Buyer's"), agreement to purchase:

ASSET	MISTI	Description	Equipment Model	OEM

for the total purchase price of(.), in accordance with the following terms and conditions:

- Payment.** Buyer shall make payment in full prior to delivery of the Equipment. The invoice will be issued at or after goods pick-up. Payment shall be made by wire transfer. Buyer shall pay all applicable duties and taxes. Buyer shall pay all sales commissions, unless otherwise agreed to in writing by Micron.
- Delivery.** The Equipment shall be sold Ex Works Micron Dock, Avezzano - Italy (Incoterms 1990). Buyer shall pay all packaging, transportation and insurance costs.
- NO WARRANTY.** THE EQUIPMENT IS USED AND IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. BUYER AGREES THAT IT ENTERS INTO THIS AGREEMENT WITHOUT RELYING ON ANY REPRESENTATION, WARRANTY OR OTHER PROVISION EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.
 ACCORDINGLY, ALL CONDITIONS, WARRANTIES OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER, WHETHER DUE TO BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE.
- Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Italy. The parties agree that Italy courts, and specifically Avezzano courts have jurisdiction over them and this Agreement, that Italy is an appropriate venue for any litigation arising hereunder, and that all litigation related to this Agreement shall, to the extent possible, be conducted in Avezzano, Italy. The parties hereby acknowledge and agree that the provisions of the United Nations Conventions for the Sale of Goods are expressly excluded and shall not apply to the terms and conditions of this Agreement.
- Acceptance and Performance.** Time is of the essence in the execution and performance of this Agreement. Buyer shall have this Agreement executed by a duly-authorized representative of Buyer and return it to Seller within five (5) days of the date first set forth above. Buyer shall pay for and take delivery of the Equipment within ten (10) days of the date first set forth above.

7. Sales Tax. Any state sales tax is the responsibility of Buyer and may be collected by Seller, if required by law, unless a Resale Certificate or Production Exemption Certificate is submitted to Seller. If Buyer intends to rely on any such certificate, Buyer shall provide it to Seller with the signed copy of this Agreement. For Equipment shipped outside European Community, Buyer to complete the exportation within 90 days from Invoice date. In the event the Buyer fails to return "Copia N.3 del Documento Amministrativo Unico" (Copy N.3 of the proper Italian Customs document) duly stamped by Customs to Micron within 30 days from the export date, the Buyer is liable for and Micron will invoice Buyer for appropriate VAT fees. When the Equipment has been exported from another EC Country the equivalent "Single Administrative Document" must be supplied to Micron instead of DAU within 30 days of export.

8. General Provisions. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. The prevailing party or parties to any litigation or other proceedings arising out of this Agreement shall be entitled to recover its reasonable costs and attorneys' fees from the other party or parties in full, over and above any relevant provisions contained in any judgment. If it is determined by a court of competent jurisdiction as part of a final nonappealable ruling, government action or binding arbitration that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the state intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms. All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation or expansion of the scope of the particular sections to which they refer. No modification of, or amendment to, this Agreement (including any implied waiver) shall be effective unless in writing signed by all parties hereto. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the parties with respect thereto.

Please have a duly authorized Buyer representative sign below (**please sign twice as shown**) and immediately **fax the signed Agreement to Danilo Leo at +390863-462413** and send him the original to Micron Technology Italia Srl, Via Antonio Pacinotti 7, 67051 Avezzano AQ, Italy, within ten (10) days of the date first set forth above.

Sincerely,
Micron Technology Italia, S.r.l. ("Seller")

Name: Daniel Almaleck
Title: FAB & IT CAPITAL PURCH MGR

ACKNOWLEDGED AND AGREED:

By:
Name:
Title:
Date:

For specific acceptance and approval of the following provisions:
3 (No Warranty), 4 (Limitation of Liability), and 5 (Governing Law and competence of Avezzano Court).

ACKNOWLEDGED AND AGREED:

By:
Name:
Title:
Date: