

Delivery Terms FOR DAETWYLER SWISSTEC AG

1. General

For business transactions with DAETWYLER SWISSTEC AG the following terms and conditions will apply unless otherwise noted within the order confirmation. Deviant contract terms of the buyer are not applicable, unless expressly acknowledged and agreed to in writing by DAETWYLER SWISSTEC AG.

2. Supply and Prices

All offers are subject to change without notice and are non-binding. Unless noted otherwise, all prices are ex works factory and may be subject to value-added taxes, transportation costs, packaging costs and any other applicable taxes.

3. Payment Conditions

Invoices from DAETWYLER SWISSTEC AG are due net 30 days. Any delays in payment will be subject to default interest at the rate of 8% annually. The delivered goods shall remain the property of DAETWYLER SWISSTEC AG until invoice payment in full has been received. DAETWYLER SWISSTEC AG is authorized to have the retention of the title officially registered. During the duration of this retention the buyer assigns its insurance claims on the object of contract to DAETWYLER SWISSTEC AG.

4. Delivery Dates

DAETWYLER SWISSTEC AG confirmed delivery dates will be honored. If a delivery is more than 30 days late, the buyer has the right, after written notice to DAETWYLER SWISSTEC AG and a reasonable grace period, to withdraw from the contract. Other claims caused by delays in delivery are excluded.

5. Delivery

Delivery will be under INCOTERMS (I.C.C. Paris, Rev. 2000). Transportation will be at the risk of the buyer, even if free delivery has been agreed.

6. Warranty

DAETWYLER SWISSTEC AG guarantees that the goods will be free of defect. A warranty period is in effect for 12 months from the time of delivery. However, the buyer is required to examine the goods immediately upon receipt. Any report of damage must be provided promptly in writing; otherwise the goods are noted as approved. For any reported damages, DAETWYLER SWISSTEC AG reserves

the right to (A) replace the defective goods or (B) issue a refund for the purchase price upon return of the defective goods. For trading goods the guarantee of DAETWYLER SWISSTEC AG is limited to that of the manufacturer or supplier. Claims for consequential damages caused from defective goods are excluded.

7. Limitation of Liability

The warranty obligations of DAETWYLER SWISSTEC AG are exclusively governed by paragraph 6. All other warranties of any kind, express or implied, including those of merchantability and fitness for a particular purpose are excluded. Further, under no circumstance is the buyer entitled to claim damages other than to the item itself, and all other damages, direct, indirect, special, incidental or consequential, are expressly excluded, including without limitation production deficiencies, production failures, loss of use and loss of income. This disclaimer does not apply to the intentional misconduct or gross negligence of DAETWYLER SWISSTEC AG. DAETWYLER SWISSTEC AG shall have no responsibility or liability for the actions of third parties.

8. Documentation

Drawings, illustrations, printed material, offers and the like are not to be redistributed without the written consent of DAETWYLER SWISSTEC AG. All DAETWYLER SWISSTEC AG documents are available in German and English. Translation into other languages will be provided by request for a fee paid by the buyer.

9. Regulatory Approvals

The procurement of government permits is the exclusive responsibility of the buyer.

10. Applicable Law

The legal relationship between DAETWYLER SWISSTEC AG and the buyer shall be governed by the internal laws (as opposed to conflicts of laws principles) of Switzerland. The Vienna purchase rights treaty (CISG) is not applicable.

11. Performance and Jurisdiction

The place of performance and jurisdiction is Bleienbach, Switzerland. DAETWYLER SWISSTEC AG also is entitled to bring any action or proceeding against the buyer in the courts of any other jurisdiction that has jurisdiction over the buyer.