

General Terms and Conditions for Sales and Delivery

Vögtlin Instruments AG, Aesch (Switzerland)

1. General

The following General Terms and Conditions of Sales and Delivery apply to all offers, deliveries and services provided by Vögtlin Instruments AG, Aesch, hereinafter "Vögtlin". Other general terms and conditions, in particular the Purchaser's terms and conditions of purchase, will apply only if acknowledged in writing by Vögtlin.

2. Documentation

All cost estimates, designs, technical and other documents transmitted to the Purchaser are copyright-protected as regards Vögtlin; they may not be copied, duplicated or passed on to third parties without its written agreement. Prospectuses, catalogues, technical and other documents are generally not binding, except where otherwise expressly agreed.

3. Order acceptance

Offers made by Vögtlin are non-binding in principle, unless agreed otherwise. Orders are considered as accepted only if they are confirmed in writing by means of an order confirmation from Vögtlin.

4. Prices and payment

Prices are ex Vögtlin works/warehouse, net of packaging, freight, insurance, customs duties and applicable VAT, unless otherwise agreed in writing.

Postage, freight and packaging are invoiced at cost.

5. Payment terms

Invoices are payable net within 30 days of the date of the invoice, without discount or any other deduction. Any other payment terms must be agreed in writing.

The Purchaser is not permitted to withhold or offset against payments. In the event of a delay in payment, Vögtlin is entitled to claim interest on arrears and collection charges.

6. Delivery deadlines and dates

The agreed date of delivery is based upon the conditions prevailing at the time of the order. All delivery deadlines and dates will apply with a tolerance of four weeks unless a fixed term has been expressly agreed. The delivery time is regarded as having been met if the goods for delivery leave Vögtlin's works/warehouse prior to expiry of the deadline.

In the event of events of force majeure occurring in respect of Vögtlin or its subcontractors, the delivery time is extended accordingly. In such cases, Vögtlin is entitled to withdraw in full or in part from the contract. The Purchaser is not entitled to make any claim for compensation on account of withdrawal.

Where Vögtlin fails to make delivery including following notice in writing and the expiry of an appropriate grace period, the Purchaser is entitled, to the exclusion of any further claim, to demand compensation for delay as from the expiry of the period of grace, if such failure to deliver is due to intent or gross negligence on the part of Vögtlin. Compensation will amount to at most 0.5% for each full week of delay and total however at most 5% of the price of the delivery that could not be made on time because of the delay.

Partial deliveries are permitted.

7. Packing, dispatch, risks

Vögtlin will select packaging and dispatch methods according to its best judgement. The Purchaser assumes the risk on dispatch from Vögtlin's works/warehouse. This also applies to agreed carriage-paid deliveries. If dispatch is delayed due to circumstances beyond Vögtlin's control, the risk is assumed upon notification of readiness for dispatch.

Delivery is deemed to have been made upon handover of the goods at the dispatch point or to the haulier.

8. Retention of title

All deliveries will remain the property of Vögtlin until all of its claims with regard to the Purchaser have been met. The Purchaser authorises Vögtlin to enter the retention of title on the official register and to perform all relevant formalities.

9. Warranty

In the event of failure to deliver, which includes the absence of promised specifications, Vögtlin offers the following warranty for a period of 12 months following the transfer of risk:

Notification of defects must be made immediately in writing and at the latest five working days following receipt of the delivery. The warranty shall become null and void in the event of late notification of a defect. Where the notification of a defect is valid and made in good time, the warranty is limited to remedy of the defect or replacement, as determined by Vögtlin. Further warranty claims by the Purchaser are expressly excluded.

If Vögtlin does not meet its warranty obligations (remedy of the defect or replacement) in accordance with subparagraph 2 above within an adequate period, the Purchaser is entitled to a reduction in the price (decrease), or to cancel the contract (revocation), or to withdraw from the contract in respect only of the unsatisfactory delivery.

Vögtlin is not liable for damage resulting from inappropriate installation, repairs carried out by the Purchaser or intervention on the goods for delivery, overloading or other influences where no blame can be attached to Vögtlin. The above-mentioned causes of problems entail the loss of all claims under warranty.

Further claims by the Purchaser, in particular regarding compensation for consequential loss or damages and lost profits, are expressly excluded.

10. Installation, commissioning, maintenance

The procedures that are current at the time of the order in accordance with VSM/Swissmem shall apply to installation, commissioning and maintenance.

11. Call orders

On expiry of the agreed delivery deadlines, Vögtlin is entitled to deliver the goods and issue its invoice. In the absence of any special agreement, goods under call orders must be purchased at the latest within one year of order.

12. Returns

In principle, Vögtlin does not accept returns for whatever reason, except in cases concerning service and warranty. All costs arising from returns, including in cases concerning service and warranty, are to be borne by the Purchaser.

13. Data protection

Vögtlin informs the Purchaser that it may store the latter's data where this is required for the execution of business processes.

14. Place of performance

The place of performance for delivery and payment is the head office of Vögtlin, currently located at Aesch/BL.

15. Applicable law and place of jurisdiction

All contracts between Vögtlin and the Purchaser are subject to substantive Swiss law. The CISG shall not apply. The courts at the place of the registered office of Vögtlin, currently located at Aesch/BL, Switzerland shall have exclusive jurisdiction for all proceedings is.

Aesch, 11.12.2007, Vögtlin Instruments AG