

1. General

- 1.1 Our orders shall be binding if they are placed in writing. Oral and telephone agreements are confirmed by us in writing. The same shall apply for all amendments, supplements, specifications, etc.
- 1.2 Unless otherwise agreed in writing for particular cases the present terms and conditions shall prevail for all our orders placed. Terms and conditions stipulated by the supplier shall be binding upon us if and to the extent we have expressly accepted them in writing.
- 1.3 Should business transactions with any supplier be carried out mainly via EDI, the conditions to be applied shall previously be agreed upon in writing, specifying both the business partners and the respective business transactions.
- 1.4 Third parties within the meaning of these terms and conditions are also subsidiary, holding and group companies.

2. Special Designs

In so far as our order concerns the individual production of hardware and components within the meaning of a work contract, in case of a construction or development order, we shall hold property and exclusive use of all construction and development results deriving therefrom. Without our express written consent the constructions and developments shall neither be made available to third parties in whole or in part nor used for own or other purposes.

3. Documents and Auxiliary Material of Cicorel SA

- 3.1 Documents (drawings; manufacturing, testing and delivery instructions; etc.) and other operating or auxiliary material (samples, models, etc.) we made available shall remain our property and shall be marked accordingly.
- 3.2 Upon conclusion of the contract the supplier shall authorize us to have entered the reservation of title of the afore-mentioned objects in the official registers according to the laws of the respective countries and to fulfill all formal requirements. The supplier shall take all measures necessary to protect our property.
- 3.3 Without our express written consent the above mentioned documents shall neither be copied nor made available to third parties and be used for no other purpose but completing our order. The documents and auxiliary material shall be returned to us intact any time upon our request, at the latest, however, upon delivery of the goods, or - if expressly agreed - be stored by the supplier until revoked.
- 3.4 The supplier shall be liable for any damage to our property and thus obliged to store and treat the documents and auxiliary material appropriately, and to insure them, in agreement with us, against possible damage.

4. Prices and Terms of Payment

- 4.1 The agreed prices are firm prices. Change in prices and respective other reservations shall only be binding if and to the extent they are expressly acknowledged by us in writing.
- 4.2 Each delivery shall be invoiced immediately upon shipping. A separate invoice shall be made out for each delivery indicating both VAT and our job order code. Invoices lacking this information are rejected. Registered c.o.d. consignments are not accepted.
- 4.3 Our payments are effected irrespective of an examination of the goods upon receipt at their destination. Consequently, our payments or partial payments do not constitute acknowledgment of quantity, price and quality. Thus, we shall still be fully entitled to legal claims even after payment of the goods.
- 4.4 Assignment of claims against us as well as setting off against counterclaims is not permitted.

5. Deliveries and Services of the Supplier

- 5.1 The quantities specified in our orders shall be complied with. We reserve the right to return to the supplier surplus parts against full compensation of our expenses and in case of reduced quantity to insist on the performance of the quantity ordered.
- 5.2 The supplier shall be liable that the delivery according to the contract has no legal or physical defects and is both in perfect condition and made with high-quality raw materials fit for the intended use. This also concerns the fulfillment of governmental and statutory safety regulations of the manufacturing country and the country of destination. We are entitled to return defective goods to the supplier and to claim faultless replacement thereof.
- 5.3 Deliveries of suppliers and sub-contractors are object of our quality assurance system pursuant to ISO9001 / EN29001. Our suppliers and sub-contractors are appraised accordingly.

6. Packing and Shipping

- 6.1 Packing shall be adapted to the goods and the mode of transportation. Preference shall be given to environmentally friendly packaging material. Loss and damage of goods attributable to defective packing shall be at the supplier's expense.
- 6.2 Each delivery / partial delivery shall contain a delivery note specifying our job order code, article no. and description of goods, net and gross weight and / or exact number of pieces. Partial deliveries shall be indicated as such.

- 6.3 Each document regarding the order shall at least specify our job order code.

7. Dates and Periods of Delivery, Default in Delivery

- 7.1 The dates and periods of delivery fixed by us shall be binding (also for partial deliveries). They shall be regarded as observed if the goods arrive at their destination prior to the expiration of the dates and periods fixed.
- 7.2 Failure to observe the agreed dates and periods of delivery (also for partial deliveries) shall entitle us to waive performance of the service without granting an additional period of time, and to withdraw from the contract. Legal claims for damages shall be reserved.
- 7.3 For deliveries affected earlier than agreed, we shall reserve the right to pay the respective invoice at the agreed time of delivery.
- 7.4 If a speedy dispatch (freight, express delivery, etc.) is necessary due to delayed delivery, the additional freight charges shall be borne by the supplier. Additional expenses for not required express deliveries shall also be borne by the supplier.

8. Place of Performance

The place of performance for the goods delivered is their destination, and for the payment it is the domicile of the buyer.

9. Passage of Benefit and Risk

Upon delivery of the goods at their destination benefit and risk are passed to us.

10. Examination, Warranty, Liability for Defects

- 10.1 The supplier shall examine the quantity and quality of the goods before they are shipped.
- 10.2 The goods delivered will be examined as soon as possible after receipt thereof, or at the latest upon further processing or commissioning. The supplier will be immediately notified in the event of any defects or non-conformity. In the case of deliveries if we cannot immediately examine the conformity of the goods within the contract, the supplier shall by accepting our order, acknowledge any notices (claims) of defects to have been lodged on time without observing the time limit of lodging of such a notice. The same will apply to all hidden defects.
- 10.3 The right to claims for rescission of sale, reduction in price, improvement or replacement and damages is reserved. Furthermore, we reserve the right to retain the payment fully or partly until, if we require replacement, either the supplier has fulfilled his duty to deliver a faultless replacement or the circumstances regarding any rescission of sale, reduction in price and damages have been settled bindingly.
- 10.4 We do not accept reduction of the warranty periods provided by the law.
- 10.5 All requirements set forth in this contract can be subject to the quality test by a notified body. Each quality test activity is notified beforehand.
- 10.6 The supplier is legally responsible for supplying goods free of patents or other legal protection rights, such as copyright. In case that the buyer is confronted with claims of third parties as a result of infringements of the rights mentioned above, such claims are to be fully compensated by the supplier.

11. Product Liability

We will immediately notify the supplier of any defect in the product known to us, if the defect caused an accident which resulted or could result in death, personal injury or material damage, and discuss the steps to be taken together with the supplier. The supplier shall support us in the dispute with the injured and indemnify us against legitimate claims attributable to defects in the goods for which the supplier is responsible and for which we are respectively the supplier is answerable according to the valid Swiss Product Liability. Claims are only legitimate if they have either been accepted by the supplier or awarded to the injured person(s) by way of a final court decision of a proceeding which we have led in accordance with the supplier's instructions. The supplier shall reimburse us for the expenses arisen therefrom. Should a recall action from the point of view of product liability be necessary, RMU and the supplier shall agree upon further action and reimbursement of costs.

12. Applicable Law

The present contractual relationship shall be governed by Swiss law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("the Vienna Law on the International Sale of Goods") shall be excluded.

13. Exclusive Place of Jurisdiction shall be Boudry, (Switzerland)

However, we shall be entitled to bring action against the supplier at his registered seat.