

## General Terms of Delivery

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### 1. Scope of Application

These general terms of delivery are an integrated part of all contracts signed with our customers. They have precedence in all cases over any purchasing conditions of the customer. Conditions which may differ from the present terms of delivery can be agreed in written form only. The present terms of delivery are valid from June 2001.

### 2. Product Modification

We reserve technical and formal design modifications for all products displayed and described in our sales documentation.

### 3. Date of Delivery

We endeavor to keep the delivery dates calculated by us but cannot assume any legally binding guarantee for these.

Potential exceeding of term of delivery does not entitle the customer to cancellation of the order nor to any claim for compensation. The term of delivery only begins on the date of final clarification of all details with respect to quality and technical specifications.

Faulty raw materials, production breakdown or events of force majeure shall relieve us for the period of their duration from our contractual obligations to deliver, without entitling the purchaser to any claims for compensation of damages.

### 4. Inspection and Take-over

The customer shall inspect the goods delivered immediately on receipt. Any deficiencies are to be notified in writing immediately, but no later than 14 days after receipt. After expiration of this term all functions of the goods are to be deemed as fulfilled and the goods accepted. Should at a later date any deficiencies appear, the detection of which would not have been possible even under careful take-over inspection, the customer shall inform us immediately and in writing. If he fails to do so, the goods shall be deemed to have been accepted also with respect to these deficiencies.

### 5. Modification, Cancellation

The cancellation of order is possible only with our written consent. Costs which have already been incurred and any price increase due to the reduction of the order shall be borne by the purchaser. The partial shipments of an order at call are to be called up within the agreed term, failing this we will arrange for the corresponding shipping and invoicing. For unforeseeable reasons which make it impossible or unreasonably difficult for us to meet our obligations (force majeure, strike etc.) we are entitled to terminate the contract before term.

### 6. Return of Material

Return shipments of material require our written consent and can only be accepted if the material is in impeccable condition and in original packing, and if such material is usually kept on stock. The goods are in any case to be returned free of charge and with a copy of the delivery documents.

### 7. Prices

The prices indicated are net without VAT (for Switzerland). Prices stated in our written order confirmation are binding. For small quantities, packing and postage are charged to the purchaser. Express deliveries and packing in ice are invoiced separately. Price modifications due to actually changed cost (e.g. cost for material, fluctuations of exchange rate, increase of customs duties etc.) are explicitly reserved without prior notice.

### 8. Payment

Invoices are payable within 20 days net, provided no other conditions of payment have been agreed in writing. Unauthorized deductions for discount will be charged again. In case of arrears the legal interest will be charged. Our customers are not entitled to offset our claims with any possible counterclaims.

### 9. Reservation of Ownership

Until full payment the goods delivered remain in our ownership.

### 10. Guarantee and Liability

For systems and products we assume a guarantee for established material and manufacturing faults during the period agreed, beginning on the date of shipment. In case of a fault covered by the guarantee the deficient part shall be repaired or replaced at our discretion. The cost for dismantling and installation as well as transport and travel cost are at the expense of the purchaser. The guarantee period of the manufacturer applies where no other agreement was made in writing. A liability for direct or indirect damages caused by material failure or fault of our personnel is excluded. Also excluded from the guarantee are damages due to natural wear, force majeure, disregard of operating instructions, use of unsuitable operating media, software or accessories not corresponding to the specifications of Axon Lab AG, as well as manipulation of our instruments by the customer or third parties without our previous written approval. Operating instructions supplied with the shipment are subject to the general terms of delivery of the manufacturer. No regress claims can be made by the purchaser on the basis of data included therein but not in conformity with the product.

Guarantee claims do not entitle the customer to any claims for damages (e.g. for consequential damages). Excluded is also the liability for defects which did not arise directly from the goods, such as loss of production, loss of utilization, loss of orders received, missed profit as well as any other direct or indirect damage. In case of non-fulfillment of our conditions of payment, our guarantee obligations become void.

### 11. Applicable Law, Jurisdiction

All legal relations are subject to Swiss law. Place of jurisdiction is Baden.