

General Terms and Conditions of Delivery of Altatec Microtechnologies AG, Steinhausen

1. Scope of application

These General Terms and Conditions of Delivery apply to all deliveries by Altatec Microtechnologies AG Steinhausen, Switzerland, hereafter AT. Terms and conditions which vary from those defined here shall only be binding if agreed in writing.

2. Scope and form of delivery

The scope and form of the delivery is defined in the order confirmation. Material or services not included therein shall be charged separately.

3. Prices

- 3.1 The prices listed are net ex factory and exclude any discounts.
- 3.2 The prices listed are based on the materials prices, labour costs and other manufacturing costs, transport costs, exchange rates, customs duty, taxes and charges at the time of the offer. Increases in the cost factors determining the prices which occur before the order is sent shall be charged to the customer.
- 3.3 Any costs for special inspections or tests shall be charged to the customer.

4. Payment conditions

- 4.1 The invoice must be paid within ten days from the date of the invoice. The payment deadline shall be met if, and if in Switzerland, the appropriate sum is paid to AT in Swiss francs. Should the customer fail to meet the payment deadline, he shall be in default without further notice.
- 4.2 Should the customer fail to meet the payment deadline agreed, he shall be liable for default interest from the expiry of the payment deadline at the rate applied by Swiss banks to short-term bank loans. If payment in foreign currency has been agreed, the interest rate for short-term bank loans in the currency of the customer's country shall apply. AT must also be compensated for any exchange rate losses.
- 4.3 The payment deadlines must also be adhered to if transport, despatch or receipt is delayed or rendered impossible by circumstances for which AT is not responsible. The customer may not refuse or reduce payments on the grounds of objections, claims or counterclaims which are not recognised by AT.

5. Term of delivery

- 5.1 The term of delivery begins following the conclusion of the contract and as soon as all official authorisation such as *Einfuhr- und Zahlungsbewilligungen* [import and payment permits] have been obtained, the payments and securities required upon ordering have been made or provided and the most important technical issues have been dealt with. The supplier shall be deemed to have adhered to the term of delivery if, upon its expiry, the goods are ready for despatch.
- 5.2 The term of delivery shall be extended appropriately if problems occur which are outwith the control of AT, for example the lack of official authorisation such as *Einfuhr- und Zahlungsbewilligungen*; delays in payment; delays in the provision of technical information.

6. Technical documents and licence

- 6.1 All technical documents, irrespective of whether they are drawn up before or after the conclusion of the contract, shall remain the intellectual property of AT and may be neither copied, reproduced, supplied to third parties in any shape or form nor be used to produce the product or component parts.
- 6.2 The customer, or the manufacturer on behalf of the customer, must pay a licence fee for the use of AT-specific engineering or process know-how. The fee shall be set out in a know-how contract.

7. Regulations at the place of destination

The customer has an obligation to inform AT in good time of all legal, official and any other regulations which must be met for the fulfilment of the contract.

8. Ownership, benefits and risk, transport, insurance

- 8.1 Altatec Microtechnologies AG is in no way liable for the material provided.
- 8.2 The goods supplied remain the property of AT until payment has been made in full.
- 8.3 The benefits and risks are transferred to the customer upon despatch of the delivery by the supplier. Should despatch be delayed by circumstances for which AT is not responsible, the delivery shall be stored at the customer's cost and risk.
- 8.4 The goods shall be transported at the customer's cost and risk.
- 8.5 The customer is responsible for concluding insurance for damages of any kind. Even should AT be responsible for procuring insurance, this shall be done on behalf of the customer.

9. Guarantee

- 9.1 Complaints and notice of defects must be made within 10 working days of receipt of the goods; the delivery shall otherwise be deemed to have been accepted.
- 9.2 AT undertakes to repair or replace, as it sees fit, all parts which are proven to be faulty or unfit for use as a result of bad quality material, faulty construction or flawed design, and this for a period of 12 months from the date of the invoice or from the day the delivery was ready for despatch.
- 9.3 The guarantee shall only apply if the products have been used in the manner and for the purpose for which they were intended, and provided the defective parts or products are sent to AT, freight prepaid.
- 9.4 The customer may bring no other claims for defective deliveries, in particular for compensation for damages or withdrawal from the contract.

10. Place of fulfilment, court of jurisdiction, applicable law

- 10.1 The place of fulfilment and court of jurisdiction for both parties is Steinhausen, or the courts of the Canton of Zug. However, AT shall in all cases also have the right to sue the customer for the recovery of outstanding debt or take court action against him at the latter's domicile.
- 10.2 The contract and the terms and conditions of delivery above are subject to Swiss law.