



GENERAL TERMS FOR SALE AND DELIVERY

1. Purchase order : Techniques Electroniques Moutier Sarl sell and supply to the undermentioned terms only.

2. Quotations : Prices, payment terms, delivery lead times stated on our quotations are without obligation. Our commitment starts with our written order acknowledgment and is limited to the dispositions stated thereon.

3. Prices : Our prices are nett, ex-works CH-2740 Moutier. All costs relative to packing, transport, insurance, customs or else are not included.

4. Delivery lead times : Our delivery lead times shall be held to the utmost possible. Lead times stated are without liability and the buyer shall have no right to breaking his commitments, neither claim compensations for direct or indirect damages caused by delayed deliveries. Delivery lead time starts after the definitive technical setting of the purchase order, and the partial payment agreed.

5. Shipment : The shipping method and relative expenses shall be defined by the buyer, who shall also take all dispositions inherent to export and import. Upon leaving our facilities, the goods travel at the buyer's risk.

6. Documents : all drawings, diagrams, listings, programmes and other technical specifications are provided subject to property and authorship rights. The customer commits himself not to publish or disclose these documents to any thirds (except in the case of end users) without our authorization. Software is provided in the current version applicable.

7. Payment terms : unless otherwise stated in the order acknowledgment , payment terms are : nett, 1/3 upon placing the purchase order, 1/3 upon delivery, balance 30 days after delivery. Should the customer not respect the payment terms agreed, default interest may be requested from the expiry date at a rate of 1 % per month.

8. Ownership reserve : Our delivery shall remain our property until full payment of our invoiced services.

9. Warranty and liability : We guarantee the good working operation of the equipment (or software services) that we have delivered for 12 months from the date of delivery. We commit ourselves to repairing (modify software) or exchange, free of charge, any defective element due to material, construction or manufacturing defaults recognized. Our warranty services shall, to our choice, be achieved at our premises or at the customer's who shall give us free access.

Expenses relating to disassembly, assembly, transport, travel and accomodation shall be borne by the customer.

We are not liable for any shortages or deficiencies for which we cannot be held responsible.

Our warranty is limited, in all cases, to direct damages. In particular, the supplier is not responsible for alleged direct or indirect damages such as gains losses or claims from thirds.

Our warranty expires in case of inadequate use, oversight , accident, or any kind of modification without our authorization.

Possible technical defaults do not authorize any delay in payment. Any warranty claim shall be made in written form during the period of warranty, to our address.

10. Norms and prescriptions : The customer is liable for the application of norms and prescriptions in force at the work place.

11. Return of material : Any material returned shall be accompanied by a document stating the reasons for returning.

12. Export : Reexporting products of foreign origin may be forbidden or subject to an export permit. The customer is wholly responsible for respecting the legal dispositions.

13. Additional conventions : Only upon written confirmation from the supplier shall a contract or additional convention modification be permitted.

14. Rights applicable and legal venue : The present dispositions are subject to the Swiss law.

The legal venue for both partie is at the supplier's head office.