

General Terms and Conditions of Supply for EMC PARTNER AG

1 Scope

These Terms and Conditions of Supply set out the regulations governing the sale of goods or services from EMC PARTNER AG (hereinafter referred to as "EMCP") directly or indirectly to customers (hereinafter referred to as "Reseller" or "Purchaser"). They apply to all goods and services listed in the current EMCP price lists.

2 Acceptance of Orders

Purchaser can send orders to EMCP for goods or services as described in the current price lists or in the EMCP quotations. The purchase order shall include:

- A. End user name and address
- B. P.O. number
- C. Product number (PN) and product name
- D. Quantity
- E. Price
- F. Quotation reference if applicable
- G. Bill to address
- H. Delivery address, contact and phone number
- I. Requested delivery date
- J. Conditions of payment
- K. Forwarder

Acceptance of such orders is solely upon issuance by EMCP of its order confirmation. Prior to this, EMCP reserves the right to reject, refuse or request amendments to the content of Purchaser's order. EMCP's sales orders and service orders have to be treated separately.

3 Supply

Only goods, products and services as described in the current EMCP price lists or in EMCP quotations and as detailed on the EMCP order confirmation are covered by these General Terms and Conditions of Supply.

4 Technical Specifications

Definitive technical specifications for all products and accessories are the current EMCP Technical Specification (TS), User Manual (UM) or Instruction (IN) documents. The short descriptions used in the price lists, quotations, brochures or website to illustrate capability are not binding.

5 Prices

EMCP prices do not include any taxes, fees, duties, shipping costs, insurance or other levies. Reseller or Purchaser shall pay all taxes and government imposts arising.

6 Price Changes

EMCP may at any time change product pricing without notice or liability, but any order accepted and confirmed by EMCP before a price change takes effect shall be invoiced at the previous price. Quoted prices shall be honoured within the validity of the EMCP quotation.

7 Invoice and Payment Terms

Payments shall be made in Swiss Francs (CHF) only or according to conditions defined in the EMCP's order confirmation.

Payment by letter of credit: a draft LC shall be submitted to EMCP before definite issuance. Non submitted LC's with unrealistic clauses may be refused.

EMCP sends the shipping documents (packing list and invoice) by email immediately after their issuance. Generally invoices are issued - and therefore dated - when the goods are ready for shipment at EMCP's premises.

8 Delivery

An estimated delivery is given at time of quotation. A definite delivery date will only be shown on the EMCP's order confirmation. Deviations from any quoted delivery may occur due to order intake level and sub-supplier deliveries. An invoice will be sent to the Reseller or Purchaser. Normally equipment of EMCP will be shipped to the Reseller or Purchaser. In co-ordination and agreement with Reseller or Purchaser, the goods can be shipped to another location (consignee) whereas the invoice will be sent to the Reseller or Purchaser.

9 Deliveries Delayed by Reseller or Purchaser

Should Reseller or Purchaser delay shipment of goods beyond four (4) weeks from the confirmed delivery date as in EMCP's order confirmation, a late delivery penalty equivalent to 0.5% per month of the total order value up to max. 6% will be automatically invoiced.

10 Shipping Agents

EMCP is registered as a Known Consignor by the respective national aviation security authority. The authority in Switzerland is the Bundesamt für Zivilluftfahrt (BAZL – Federal Office of Civil Aviation). Companies can only be certified if they have submitted an air cargo security program and have been audited by the relevant authority. EMCP will only work with shipping companies likewise accredited under the same scheme and registered in the European Regulated Agent and Known Consignor Database.

11 Shipping and Shipping Costs

Reseller or Purchaser is responsible for payment of all shipping and handling fees for delivery of products. All deliveries of products are either: **Ex Works Laufen** or **DAP Swiss border** according to incoterms 2010.

a) Ex Works Laufen is used for small systems such as ESD3000, any accessories when ordered separately, return shipments of service cases or spare parts. **Ex Works is also used for all airfreight shipments.**

b) DAP Swiss border refers to shipments within Europe crossing the borders of Switzerland by land transportation. Deliveries of new purchased equipment within Switzerland are made free house.

Special Incoterms may be agreed by mutual consent and defined in advance at the time of quotation.

Title and risk of loss or damage shall pass from EMCP to Reseller or Purchaser according to the incoterms at the point of delivery as defined in the EMCP order confirmation.

Electronic instruments are sensitive. All goods should be checked upon arrival at the Reseller or Purchaser facility to determine if any transit damage has occurred. To avoid transport damage to products supplied by EMCP, pallets are used to protect our goods and to facilitate transportation. Removing the pallet(s) exposes the goods to potentially damaging shocks.

We do not recommend transportation by shipping companies that do not allow the use of pallets, for example United Parcel Service (UPS).

12 Export of Products

To qualify for Swiss Value Added Tax (V.A.T.) exemption, products shipped outside Switzerland require an export declaration. This can only be provided by a Swiss shipping company. Products that cross Swiss national boundaries without the correct export declaration having been issued will be subject to Swiss Value Added Tax (V.A.T.). The Swiss V.A.T. will be automatically invoiced by EMCP on Products collected by visitors at EMCP when no customs clearance is done.

13 Handling Fee sales products

A special handling fee excl. shipping costs will be collected for each NAMED Purchaser or recipient whenever accessories have to be shipped separately, because:

1. Only the price of the generator includes packing because the accessories can very often be included in the package of the generator. Accessories ordered separately have to be packed individually.
2. Before shipment EMCP checks if ordered accessories are compatible with equipment already owned by the customer. This provides greater security for the customer.
3. The accessories, manuals, instructions etc. must all be specially prepared for each customer specific order.

For service cases, the handling fee must be applied, even if service and spare parts are ordered together with sales products.

14 Handling Fee spare parts and services

A special handling fee excl. shipping costs will be collected for each purchase of spare parts or services. This is required because:

1. The spare parts must be specially collected and prepared for each customer specific order.
2. Spare parts and services are offered at an extremely competitive price structure which does not cover administration costs.

The handling fee must be applied, even if service and spare parts are ordered together with sales products.

15 Standard Warranty

EMCP's warranty is two years from date of invoice for manufacturing defects and one year from date of invoice for consumable parts, e.g. relays, capacitors, variac, connectors.

During the warranty period it is EMCP's goal to repair the equipment within one working week at the service plant in Laufen. However, due to excessive work load or component supplier deliveries this repair time may be extended. The warranty on demo equipment is limited in all cases to a maximum period of 2 years after delivery ex works (see EMCP Invoice date). For sales by sub-resellers or rental companies, the warranty will not be extended.

Shipping expenses "Customer to EMCP" must be paid by Purchaser or Reseller.

Return shipments "EMCP to Customer" are sent DAP delivery address using normal road transport for all destinations within Europe or CIP destination airport by airfreight through our house forwarder for all oversea shipments. Additional costs for express delivery must be borne by Purchaser or Reseller.

Return of EMCP's equipment for warranty repair is at the sole discretion of EMCP's Customer service department. A Return Material Authorisation (RMA) number has to be requested from EMCP before sending any equipment back to the factory. EMCP reserves the right to reject or invoice repairs on equipment returned for repair without such authorization.

16 Extended Warranty

The standard 2 year warranty can be extended up to a maximum of 5 years from invoice date. Further extension is not possible once the warranty period has started.

Extended warranty is only available for a complete test system including all accessories. The equipment ordered must have a minimum value of 7,000.- CHF.

Extended warranty covers normal usage in a testing laboratory. Production testing is explicitly excluded from any warranty extension.

All shipping costs after the two year standard warranty period are to be borne by the customer or reseller.

Standard warranty conditions apply also for an extended warranty. Access to replacement modules for IMU4000 and IMU3000 systems continues with an extended warranty.

ISO 17025 accredited calibration can be purchased during the warranty period at a reduced rate dependant on the calibration interval.

Extended warranties are not transferable.

17 Changes to Orders

Cancellations made after 2 weeks of an order being received by EMCP, will only be accepted on payment of 5% of the contract value for standard products with minimum value 1,000.- CHF. A fixed charge of 250.- CHF will be levied for all products under 5,000.- CHF. For special projects 100% of the costs incurred will be invoiced. This is to cover production and material costs that have been incurred. Other cancellations made within 2 weeks of an order being received by EMCP will be accepted at no charge.

18 Ethical Standards

Directors, officers or employees of Reseller or Purchaser shall not, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting EMCP product sales to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to EMCP or the sale of EMCP's products shall be made to political or public officials or candidates for public office or to political organisations, regardless of whether such contributions are permitted by local laws.

19 Limitation of Liability

Any liability of EMCP is expressly limited to the price paid by Reseller or Purchaser for the products and services involved. Reseller or Purchaser's sole remedy against EMCP in any dispute shall be to seek recovery of that amount, upon payment of which EMCP shall be released from all further obligations and liability to Reseller or Purchaser. No liability is accepted for incorrect installation, improper or inappropriate use of the equipment and any damage that may result from such actions.

20 Changes to Products

EMCP reserves the right to make changes and modifications in specifications, construction or design of the products or any of them at any time, and any products so modified shall be accepted as standard construction in fulfilment of an order. EMCP shall not be required to retrofit any product previously delivered with any modifications.

21 Trademarks and Trade Names

Reseller and Purchaser acknowledges that EMCP and/or its affiliates are the sole and exclusive owner of the name "EMC PARTNER AG" and any abbreviations or variations thereof, and of all of EMCP's trademarks and trade names, service marks, trade logos and trade dress (collectively "Trademarks") as EMCP may unilaterally amend periodically (registered or not). Reseller and Purchaser acquire no rights or title to the name or trademarks.

22 Confidentiality

Documents and drawings supplied to a Reseller or Purchaser in pursuance of a sales contract marked CONFIDENTIAL, PROPRIETARY, STRICTLY PRIVATE or INTERNAL DATA, or which, though not marked, could reasonably be construed as confidential or sensitive, such as the terms of any sales agreement, shall not be copied, shared or distributed to third parties without the prior explicit written consent of EMCP.

23 Force Majeure

EMCP shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine, labour disputes or shortages, transportation embargoes, failures or delays, inability to secure raw materials or machinery, acts of God or government (including denials of or onerous restrictions on export licences), any such event of force majeure affecting EMCP's third party suppliers or judicial action.

24 Validity of Quotations

Sales quotations issued directly by EMCP are usually valid for 3 months only, except where specified. Service and component quotations issued directly by EMCP are valid for 30 days only.

Thereafter reconfirmation of pricing, estimated delivery and conditions of supply must be reaffirmed in writing by EMCP.

25 Disputes and Arbitration

Any dispute, controversy or claim arising out of, or in relation to, any contract with EMCP, including the validity, invalidity, or breach thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules:

- a) The number of arbitrators shall be one or three
- b) The seat of the arbitration shall be Basel
- c) The arbitral proceedings shall be conducted in English.

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