

## General Conditions of Sales and Delivery of Argomedical AG

Valid as of 01.01.2010/PK



All orders are delivered according to these General Conditions stated herein.

The German version is the original. The following General Conditions are accepted by the parties if no other conditions are explicitly agreed upon in writing.

### Offers

All offers are open. Delivery possibilities and intermediate sales remain. Binding delivery dates have to be confirmed in writing.

### Orders

A contract is concluded by our written confirmation of the order or by delivery of the goods. Verbal agreements are valid only after our written confirmation.

### Prices

All prices are ex works Cham, exclusiv V.A.T., insurance, packaging and transportation. We reserve the right to alter prices without prior notification.

### Delivery dates

The dates for delivery are estimated. In cases of force major (including problems of our subcontractors) delivery dates are not binding. In these cases we can withdraw from the contract or deliver at a later date. These cases exclude claims for damage by the customer.

### Delivery

Partial deliveries are possible. They will be invoiced and have to be paid accordingly. This does not entitle the customer to hold back any payments or make any claims.

### Cancellation

The cancellation of confirmed orders or/and call orders by the customer is possible only with our written approval.

### Shipment

The shipment is at cost and risk of the customer. We have no obligation to insure the goods. If the customer requires insurance, he will have to assume all costs.

### Custom made products

Custom made products cannot be returned. Orders for custom made products can be cancelled only if production has not started yet. Cancellations have to be accepted by us in writing.

Samples, drawings and other information made available to us don't have to be checked for intellectual property rights. The customer takes full responsibility therefore. We remain owner of the tooling, even if the customer has participated at these costs.

### Complaints

Complaints of all kind must be made in writing within 10 days of receipt of the goods. We cover for mistakes caused by us by exchanging the goods or correcting them free of charge, excluding further claims or liability for damages, as far as allowed by law. The customer cannot return all goods if only a part is damaged. Goods can be returned only after our prior written approval.

### Payment

On all our invoices - for partial delivery too – the terms of payment are stated and have to be respected. If the terms of payment should be missing, it would be 30 days of the date of invoice net, without deduction. Transaction fees have to be assumed by the customer. If invoices are not paid on time, the unpaid amount shall accrue interest at a rate of 2% above the interest rate of the UBS AG. For new business relations, prepayment or confirmed, irrevocable letter of credit is required.

### Proprietorship

All products remain in our proprietorship until all our claims are fully satisfied and invoices fully paid. If such goods have been resold all of these claims are transferred to us.

### Support material

Support material such as catalogues, brochures, lists, drawings etc. remain in our proprietorship. Without our written approval our support material shall not be copied or made available to unauthorized persons or competitors. In case of such abuse we are entitled to take legal actions. In the support material, pictures and dimensions are not binding. We reserve the right of alteration of our support material.

### Place of jurisdiction

All business relations between the parties are governed by Swiss law. Place of jurisdiction is Zug, Switzerland.