

1. Scope

We place orders based exclusively on our GPC. Other conditions will not become a component of the contract, even if we do not expressly object to them. If we accept the delivery or performance without express objection, this shall not be deemed to be acceptance or consent to the other terms and conditions in any case.

2. Orders

2.1 Only orders in writing are binding. These are considered as accepted provided no objection is raised by the supplier within 14 days starting on the date of the order.

Deviations will only become part of the contract provided the ordering party confirms these in writing.

2.2 The documents designated in the order which are made available upon request to the supplier are part of the order. Only after fulfilling all conditions laid down in the documents will a delivery be considered as fulfilled properly.

2.3 Information in the ordering text, in drawings and in other documents needs to be checked as to its factual correctness by the supplier before implementing the delivery. Errors determined and/or changes intended by supplier must be immediately communicated to the ordering party. Any changes and consequences therefrom implemented without approval by the orderer are at the supplier's expense. The same applies when failing to communicate any errors detected.

2.4 The supplier is prepared to implement subsequent changes relating to the scope of the delivery desired by the ordering party.

3. Notice of cancellation by the ordering party

The orderer has the right of cancelling the contract at any time. The partial service factually provided by the supplier will be reimbursed. Further claims, in particular relating to lost revenues are excluded.

4. Delivery time

4.1 The delivery dates stated in the order are to be understood as the arrival dates at the ordering party and these are binding. Premature deliveries and partial deliveries are only permissible after agreement with the ordering party.

4.2 Has the supplier to expect, that the delivery cannot be realized in time for the complete or a partial quantity, then he has to inform the orderer in writing immediately with indication of duration and reasons.

5. Act of God

Act of God, strikes, disruptions of the business operation without responsibility, disturbances, governmental actions and other inevitable events entitle the orderer to withdraw partly or completely from the contract without an impact to the other rights, as far as the situation is not of insignificant duration and causes a significant decrease of its demand.

6. Passing of risk

Upon handing over the delivered item to the orderer the risk is also passed over.

7. Transport insurance

Shipping insurance for the delivery is covered by the ordering party. Commissions paid by the supplier are not reimbursed. The ordering party being a "customer prohibited from mandatory freight forwarders' insurance" in the sense of § 39 ADSp will not bear costs for SVS/RVS.

8. Receiving of goods

Goods are accepted with reservations as to quality, properties and quantity. Complaints as to excess, inadequate or improper deliveries can be raised within four weeks after receiving the goods.

9. Invoicing and payment

9.1 Invoices must be sent separately to the ordering party. Duplicates need to be marked as such. Invoices must not be included with the deliveries and need to correspond as to their designation and sequence with the order. Invoices without stating the order number are not accepted.

9.2 The payment is balanced, if nothing else is agreed, within 14 days subject to 3 % cash discount, within 21 days subject to 2 % cash discount or 30 days net. In each case after the ordering party has received the invoice and the delivered item. The ordering party has the right of payment by note.

9.3 The assignment of claims from the supplier resulting from this contract to third parties requires prior approval by the orderer in writing.

10. Prices and terms of delivery

10.1 The supplier's prices are considered to be fixed prices in the currency indicated on the order, DDP, delivered, duty paid. Different terms of delivery shall be set forth in writing by the parties.

10.2 The supplier shall be liable for any loss or damage arising during transport due to improper or inadequate packing.

11. Packaging

11.1 Inasmuch as the ordering party provides any specifications, shipping must comply with these.

11.2 Otherwise the "General Packaging Regulations" of the orderer which are known will apply.

11.3 The packaging must, inasmuch as not made available by lending, be invoiced at proven cost price and must be stated separately in the offer and in the invoice. Upon request by the ordering party, the supplier needs to take back the packaging at his own expense, inasmuch as in specific cases no other agreement has been made.

12. Securing of property rights

12.1 Documents left to the supplier or documents created by him within the scope of the order, respectively documents created with approval remain the property of the ordering party.

12.2 Provisions of material must be stored by the supplier separately and must be marked as being the property of the ordering party. This also applies when leaving order related materials to the supplier. Processing of materials made available to the supplier has to be used only for the ordering party. Goods manufactured on the basis of advance payments or materials made available to the supplier are the property of the ordering party or pass over in to the property of the ordering party. Should the supplier by way of linkage or mixing become a (joint) owner, he will at the time of becoming the owner assign a corresponding joint owner share to the ordering party equivalent to the value of the material left to the supplier. The transfer of ownership is inasmuch replaced by storage of these items by the supplier free of charge. The ordering party has the right to convince itself at any time about the proper storage and marking of the goods.

12.3 Tools, devices and models which are manufactured for contractual purposes and which are invoiced separately by the supplier, are the property of the ordering party. These must be marked by the supplier as being the property of the

orderer, stored safely, protected against damage of any kind and must be only used for the purposes of the ordering party. The orderer needs to be informed early enough and in writing about natural signs of wear. After request, the supplier is committed for handing it out in a proper condition. In the case of concluding a tool leasing contract, this applies in addition.

13. Warranty

13.1 The supplier expressly warrants the guaranteed product features and specifications in the corresponding delivery agreements. In addition to the warranty of product features in the delivery agreements and the terms thereof notwithstanding, the supplier warrants that each product delivered pursuant to the delivery agreements has been tested and inspected and meets all generally accepted rules of technology and all legal requirements under existing laws, regulations, and directives relating to design, occupational health and safety, fire and environmental protection and has been designed in a manner not to endanger life and health if handled with due care and used for the purpose intended.

13.2 The supplier shall enclose all required EU Declarations of Conformity or EU Manufacturer's Declarations with each delivery.

13.3 The supplier warrants that at the time of order fulfilment all items delivered are in conformity with the applicable laws and regulations and meet the requirements of the relevant environmental, safety, and occupational health and safety standards. In particular, the supplier commits to comply with the provisions and rules of the RoHS, WEEE, and REACH directives. The supplier shall transmit the safety data sheets required by the REACH directive to the ordering party. The supplier confirms that the materials used are from conflict-free raw materials.

13.4 The warranty extends also to deliveries and services of the supplier's subcontractors.

13.5 If not agreed otherwise, the warranty period is 27 months.

13.6 Warranty claims can also be claimed after the warranty commitment has elapsed provided by the deficiencies could not be determined earlier due to the properties or type of the delivered item.

13.7 The ordering party has the right to demand, free of charge, a remedy of the deficiencies or a replacement delivery. Possible removal, installation and reworking costs are at the expense of the supplier.

13.8 Parts which are to be replaced remain at the disposal of the ordering party until being replaced without deficiencies, and will become the property of the supplier only after removal of the deficiency.

13.9 The right of withdrawal and abatement by the ordering party remains unaffected. Should the ordering party suffer damage due to the delivery of a defective item and provided he cannot claim on his own, he has the right of assigning the corresponding claims.

14. Product liability

14.1 The supplier shall, upon first request, indemnify the ordering party and hold the ordering party harmless against any third party claim for damages against the orderer insofar as a product delivered by the supplier to the ordering party was the cause of the damage or the cause of the damage was within the supplier's control.

14.2 The supplier shall also indemnify the ordering party for all expenses arising in connection with any recall measure taken by the orderer. To the extent it may reasonably be expected to do so, the

ordering party will notify the supplier of recall measures to be taken.

14.3 The supplier shall obtain and maintain in full force and effect during the term of the related delivery agreement and for at least five years following the termination thereof, a commercial general liability and product liability insurance to cover all claims hereunder or otherwise related to any product delivered or required to be delivered under any delivery agreement; such insurance shall provide coverage of at least EUR 5,000,000 per damage event.

15. Accident prevention

15.1 The supplier is responsible for compliance with laws relating to technical operating means, currently valid accident prevention and safety regulations and generally approved safety engineering and occupational medicine regulations.

15.2 If there is reason to assume that a delivery or service does not comply with currently valid safety requirements or if, even when used in a conforming manner, the delivery or service constitutes a considerable hazard, then the ordering party may demand an individual proof as to compliance with the regulations relating to equipment protection laws. If the supplier cannot, or cannot within a reasonable period, provide such proof, the ordering party has the right of cancelling the contract.

16. Non-disclosure

16.1 The supplier is committed to maintain secret the conditions of the order as well as all information and documents made available for this purpose and also the knowledge and experience gained based on information from the ordering party, and to use such information only for implementing the order. In particular, he will not copy documents and he will return these after executing enquiries or processing orders immediately and unasked to the ordering party.

16.2 Without prior agreement in writing by the ordering party, the supplier must not make any representations in advertising material etc. as to the business link and items manufactured for the ordering party.

16.3 The supplier will commit his subcontractors correspondingly.

16.4 However, it shall not apply to know-how of the ordering party embodied in figures, drawings, calculations or other documents that are generally familiar.

17. Place of fulfilment

Place of fulfilment of all contractual services is the location provided for by the ordering party. The place of jurisdiction for all disputes arising from this contract is Cologne, Germany.

18. Generally

18.1 Additionally, the laws of the Federal Republic of Germany apply.

18.2 If individual provisions of this GPC should be ineffective, in whole or in part, this shall not affect the validity of the remaining regulations. The parties agree to replace the invalid provision with one that most closely approximates the economic purpose of the ineffective regulation.

Note:

In line with the Federal Data Protection Act it is pointed out that the ordering party will save data of the contractor and that these data will be processed.

INFICON GmbH