

General Conditions of Sale

1 General

1.1 These General Conditions shall apply to all, including future, business between Purchaser and MGC Moser-Glaser AG, CH-4303 Kaiseraugst (hereinafter referred to as „MGC“).

1.2 Changes and amendments to these Conditions shall be valid only if made in writing.

1.3 The written form shall include all methods of communication in the form of text (such as Fax, E-Mail, EDI, etc.). This paragraph may be modified or waived only by a separate agreement between the Parties in the form of text.

1.4 No other conditions shall be valid even if not expressly rejected. Performance of the contract by MGC does not constitute acceptance of such conditions.

2 Offers, Acceptance of Contract

Quotations shall constitute binding offers only if they state a fixed time for acceptance.

3 Scope of Delivery, Dimensions, Weights, Technical Specifications

3.1 MGC's order confirmation shall govern the scope and execution of its deliveries.

3.2 Dimensional deviations within trade practice are permitted.

4 Data and Documents

4.1 Technical specifications given by MGC are to be considered as approximate figures customary in the trade and not as expressly warranted characteristics, unless expressly designated as such.

4.2 MGC reserves all industrial property rights in the technical documents supplied. They may be used solely for the agreed purposes or for the purposes designated by MGC, and by third parties solely on previous written approval/agreement from MGC.

4.3 With reference to the German „Datenschutzgesetz“ MGC hereby explicitly informs Purchaser that personal or other data exchanged in the commercial dealing with Purchaser will be recorded.

5 Price, Terms of Payment, Retention of Title

5.1 MGC's prices shall be quoted ex works (as defined in the Incoterms issued by the International Chamber of Commerce at the date of order), excluding packaging, freight, insurance and VAT.

5.2 MGC shall retain title to the Goods delivered until Purchaser has settled all claims which MGC may have against him. Should the Purchaser sell Goods to which title is reserved he shall then be deemed to have implicitly assigned to MGC the proceeds deriving from their sale together with all collateral rights, securities and reservations of title until all claims held by MGC shall have been settled. In case of default on the part of the Purchaser, in particular in case of arrears, MGC shall be

entitled to repossession of the Goods after having given notice to this effect, and the Purchaser shall be obligated to surrender the Goods.

6 Confidentiality

6.1 Neither Party shall disclose nor make use of any commercial or technical information received from the other Party in the course of business, to the extent said information is not in the public domain. In particular, such information shall be neither recorded nor utilized in any manner.

6.2 The aforementioned obligations shall expire 36 months following the expiry of the business relationship between the Parties. In addition, they shall not apply to the extent information or data is required to be disclosed by order of a public authority or of a court of competent jurisdiction or in connection with the defence in any suit brought against the disclosing Party.

7 Delayed Delivery

Delivery shall be effected on the date stipulated in the confirmation. Acts of God, industrial strikes, unrest, administrative measures, and other unpredictable, inevitable and severe occurrences beyond the control of MGC, shall relieve MGC of its liability for the duration of the disturbance and to the extent of its impact. This shall also apply to similar circumstances occurring at suppliers'. The circumstances previously described are similarly beyond the control of MGC, if occurring during an already existing delay in delivery.

8 Notification of Defects

8.1 Defects in the Goods discovered by Purchaser in the ordinary course of its business shall immediately be notified to MGC in writing. To this extent MGC hereby waives its right of estoppel in case of late notification.

8.2 Reservation is being made for Purchaser's obligation to inspect incoming Goods with regard to identity, quantity and patent transport defects by taking random samples.

9 Warranty

9.1 MGC warrants the compliance of the Goods with the agreed technical specification, said warranty being exclusive and in lieu of any implied or statutory warranty. In case MGC is to manufacture the Goods according to drawings, specifications, samples, etc. of Purchaser, Purchaser shall bear the risk that the Goods are fit for the intended purpose.

9.2 MGC shall not be liable for defects caused by misuse, faulty assembly or commissioning by Purchaser or third parties, normal wear and tear, faulty treatment nor for defects caused by improper modifications by Purchaser or third parties.

9.3 At MGC's request and cost, Purchaser shall return all parts to be replaced.

10 General Limitation of Liability

10.1 The warranties set forth in these General Conditions of Sale are expressly in lieu of any express warranty of any kind and in lieu of any implied warranty, including any warranty of merchantability or fitness of the Goods for a particular purpose. MGC shall not be liable for any loss or damage, directly or indirectly, arising from the use of the Goods sold to Purchaser, for any incidental, special or consequential damages, such as loss of profits, loss of production, loss of use or loss of contract, arising for any reason, including damages resulting from defective design, materials or workmanship or from faulty instructions, irrespective of whether such damages are claimed to arise from breach of contract, in tort, the theory of product liability or otherwise.

10.2 The foregoing limitation of liability does not apply in case of MGC's statutory liability based on wilful misconduct, gross negligence or products liability acts.

10.3 To the extent MGC's liability is excluded or limited, such exclusion or limitation shall equally extend to the personal liability of its directors, officers, employees and agents.

10.4 If Purchaser, based on the theory of strict liability, is held liable for personal injury or damage to private property, MGC will indemnify and hold harmless Purchaser to the extent it would be directly liable itself.

10.5 MGC's duty of indemnification shall be excluded to the extent Purchaser has validly excluded its liability towards its clients. As far as permitted by law, Purchaser shall exert his best efforts to enter into limitation of liability agreements also for the benefit of MGC.

11 Statute of Limitations of Liability and Warranty Claims

Subject to longer time periods provided by mandatory statutory law, liability and warranty claims of Purchaser shall be time-barred after 2 years following the receipt of the Goods by Purchaser.

12 Recalls

MGC's liability for costs incurred by Purchaser in connection with recall campaigns, shall be limited to the scope of coverage of MGC's insurance policy and to a maximum of 100'000.- CHF.

13 Miscellaneous

13.1 Each Party shall be entitled to the premature termination of the unfulfilled portion of the contract if the other Party fails to pay its bills as they become due, or in case insolvency, receivership or similar proceedings have been instituted against the other Party.

13.2 If any part or these General Conditions of Sale or of an agreement between the Parties is or becomes invalid, such determination shall not affect the validity of the remaining provisions of these conditions or of an agreement between the Parties and to this extent the provisions of these Conditions and of any agreement between the Parties are declared to be severable. The Parties shall exert their best efforts to replace the invalid provision by a legally enforceable provision coming closest to the original intention of the Parties.

14 Choice of Law, Venue, Place of Performance

14.1 The contract between MGC and Purchaser shall be governed in all respects by the laws of Switzerland without regard to any conflicts of laws provisions.

14.2 Place of performance of the contract shall be Kaiseraugst, Switzerland.

14.3 Exclusive place of jurisdiction shall be Aarau, Switzerland.

Valid as of 8 September 2008

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