

GENERAL CONDITIONS OF SALE AND DELIVERY, HELIOTIS INC.

1. SCOPE

The present conditions, unless modified or completed by a written agreement, fully apply to all our quotations, sales and deliveries.

2. QUOTATIONS

Unless otherwise stated therein, our quotations are valid for three months after the date of receipt by the client.

Our quotations are confidential and only persons effectively entrusted with the matter may have access thereto.

We reserve our copyright on all plans, projects, diagrams and drawings. Our clients shall not make them available to third parties or copy them without our written permission. These documents must be returned to us on our request.

3. PRICES AND TERMS OF PAYMENT

Unless provided otherwise, our prices are stated in Swiss francs, ex factory (EXW) Root. Costs for handling, packing, insurance and transport, including customs taxes, if applicable, are at the expense of the client.

In the event of an increase in prices, in fiscal and customs taxes, or of an important monetary change, we reserve our right to adapt our prices.

In the absence of contrary provisions indicated in the quotation, invoices are to be settled net, without any deduction, within 30 days of receipt.

4. RETENTION OF TITLE

We reserve our right of property on all products sold until receipt of full payment of the purchase price.

5. DELIVERY

We always endeavour to respect indicated delivery dates, even in case of unexpected difficulties. However, we can assume no guarantee in this respect. In the event of a delay in delivery, the client is entitled neither to cancel the order nor to claim the payment of damages. This particularly applies in cases of force majeure and strikes.

Respect of the delivery dates also implies that the client, as far as he is concerned, punctually fulfills his obligations, especially as regards production of specifications, etc.

6. FORCE MAJEURE

According to the terms of the present contract, cases of force majeure are reputed to be serious events or circumstances which cannot be attributed to us; e.g. total or partial suspension of activity of our suppliers, mobilization, war, riots, fire, import or export blocking or a considerable raise in customs taxes.

7. EXPORT, RE-EXPORT

Our deliveries are intended to be used in the indicated country. Any export or re-export thereof is prohibited without our written authorization.

This more particularly applies to products whose export is prohibited by the Swiss government or to equipment comprising material whose export or re-export is prohibited by the country of origin.

8. WARRANTY

Our warranty begins on the day of delivery or on termination of assembly, and during the specified time, shall extend to all defects which shall have been shown to result from bad quality material or faulty fabrication. It is, however, limited to replacement or repair of the defective parts or products in our manufacturing facilities, or also to refunding of the invoice price of non-replaced parts and products.

We accept no further responsibility, in particular for resulting damages. Defective parts and products must be returned to our address at client's cost. Travelling expenses of our personnel, if necessary, must be borne by the client.

We can assume no responsibility for modifications or repairs which have not been carried out by our personnel or by specialists appointed by ourselves.

9. CLAIMS

Any defect apparent on delivery must be reported to us without delay; the same applies to possible hidden defects which only appear later.

Otherwise the delivery is considered to be accepted. Shipments damaged during transport must be accepted without guarantee and immediately reported to the shipping agent in order to establish a certified report and to protect all rights.

10. ASSEMBLING AND INSTALLATION

When equipment must be installed by us, it is the client's duty to attend to the execution of the necessary preparatory work to enable assembling to be carried out without hindrance. The client will also provide, at his expense, the auxiliary personnel needed for the assembly work.

11. Place of execution and sole jurisdiction of the present contract are in Zurich, Switzerland.

This contract shall be subject to Swiss law.

We shall always endeavour to settle possible differences with our clients amicably.

Heliotis Inc.