

General Sales Conditions

1. Field of application

The present General Sales Conditions [General Sales Conditions or **GSC**] apply to EGIS sales to its customers. Customers Sales Conditions different of EGIS'S conditions, do not apply, except in the case of a written agreement between both companies.

2. Conclusion of the contract

The contract is concluded after reception of an order and as soon as EGIS sent a written confirmation. Once confirmed by Egis the customer's order is official and can't be changed without a prior written agreement with EGIS.

3. Documentation / intellectual property

The technical information on brochures, technical specifications, website etc. are proposed only as an indication; they are and keep the sole and entire property of EGIS. The drawings, croquis, plans, specifications etc. of each of the items belong to company who made them, and can't be used for any other purpose or forward or notify to any third person from whatsoever. Copies or similar are not allow without an express written agreement of EGIS. The customer will take all the necessary measures to ensure that the present clause will be respected.

4. Product specifications

In its order, the customer will fully provide all the specifications of the bought products, and will be responsible for its mistakes and omissions. Under no circumstances EGIS won't accept to be responsible for the customer' mistakes or omissions.

5. Certification of the products

If the products must be certified according to a standard level, the customer will specify this in its offer request and in the order.

6. Prices

Prices are net, deliveries are from EGIS manufacturing according to the current conditions of delivery. Prices are stated in Swiss francs or in Euros, exclusive of VAT, and without a written agreement with the customer are not subject to any reduction. Prices are related to the order as defined in EGIS order confirmation. Costs regarding to a bank guarantee, certification, customs duties, taxes, etc. are not included.

7. Reduction or cancellation of an order, change of delivery date

If the customer reduces or cancels a confirmed order, or change the delivery date, EGIS will invoice the customer for all the direct and indirect costs resulting from the customer decision.

8. Delivery period

The agreed delivery period is fixed in EGIS confirmation; EGIS can postpone a deadline for reasons that are attributable to the customer, particularly in the case of changes on the specifications, a delay in the invoice payment, or delay in the delivery by the customer of components for assembly. The delivery period is also

extended if EGIS is affected by constraining circumstances, such as in particular late delivery from a supplier, or main problems in operations. The date for the delivery period will be the date on which EGIS has informed the customer that the product is ready to be sent. Any delay on the supply does not allow the customer to request a compensation for direct or indirect damage or consequential damage etc., or to reduce or cancel the order.

The deliveries at call will be spread over a maximum of 12 months except a written agreement between EGIS and the customer. At the end of the 12 months period EGIS is authorise to invoice the customer for the balance of the non-delivered items that belongs of the order of delivery at call.

9. Acceptance of the delivery

The customer will check immediately the condition and quality of the products after reception. In the event of any damage due to transport, the customer will immediately inform EGIS, the last forwarding agent, and the transport insurance company, and will collect all the necessary proofs and place them at their disposal. Any other imperfection will be reported immediately, in writing to EGIS, and not later than two (2) weeks following to the reception of the products. In the case of any notification within the above periods, the product is considered as accepted.

10. Reservation of ownership

Ownership of the delivered products will pass to the customer when he pays the total invoice. The customer will take care of the products and will insure them adequately during the period of reservation of ownership by EGIS.

11. Transfer of risks and benefits

The transfer of the risks and benefits to the customer is effected as soon as EGIS has informed the customer that the product is ready for delivery.

12. Transport, insurance and packaging

These are at the cost and risk of the customer. Goods are shipped Ex Works. Packaging is excluded and cannot be returned.

13. Special tools and other special elements for which the customer is charged

In the event that EGIS charges the customer for part of the price of any special tool or other element necessary for the production of a specific order, this tool or special element remains the property of EGIS if it is not put to any further use during the five (5) years following delivery of the final order for which its use had been necessary. EGIS will be entitled to dispose of or destroy the item in question.

14. Payment

In the absence of any contrary indication stated on the EGIS order confirmation, all invoices are payable in full within thirty

(30) days starting from the date of the invoice. After this period has elapsed, EGIS can charge interest for delay and invoice for costs such as are normal for the market. The following deliveries can be withheld until receipt of the payment, and EGIS may impose other forms of payment.

15. Warranty

EGIS guarantees that the products delivered are in conformity with the confirmed order, do not contain any defects of design, construction, assembly or materials, and can be used in normal conditions, provided that the indications given in the technical specifications, the website etc. are observed. Upon written notification from the customer, EGIS undertakes, at its choice, to repair or replace as quickly as possible the elements which are proved to have become defective before the expiry of the warranty period. The duration of the warranty period is twelve (12) months from acceptance of the products, but shall not exceed as a maximum the useful life as indicated in the technical specifications. The warranty on products which have been repaired or replaced by EGIS, at the sole choice of EGIS, at its cost and under its warranty, will be the same as for the new products. Defects must be identifiable and acknowledged by EGIS; to this end, before undertaking any return under warranty, the customer will inform EGIS of the defects found, sending EGIS a "non conformity report", and will obtain from EGIS written authorisation to return the defective product. EGIS does not guarantee that its products are marketable, or the application of its products in any specific case. All other claims are excluded, particularly claims in connection with direct or indirect damage or consequential damage etc.; the same applies with regard to the possibility for the customer of reducing or cancelling the order. The warranty does not cover damage resulting from normal wear, inappropriate use, excessive use, or non observance of the instructions for use. Any direct intervention, repair, modification or transformation carried out on a product by the customer or by any third party after the product in question has left the premises of EGIS will cancel the EGIS warranty on this product.

16. Conditions for storage of products delivered

Storage temperatures between 10 and 40° Centigrade, maximum relative humidity of 45% during a maximum of 4 months.

17. Place of performance, place of jurisdiction, applicable law

The exclusive place of performance and place of jurisdiction is Neuchâtel, the legal relationships are exclusively governed by internal Swiss law.

Edition 01

Valid: 02.07.2010