

General Terms and Conditions of Sale and Delivery – GLAMETEC

1. Scope of Validity

Our offers and agreements are exclusively based on the following terms and conditions. Deviating conditions of the ordering party or other individual agreements reached which deviate from our following conditions are only binding if they are confirmed in writing by both parties.

2. Placing of Orders

All agreements, including possible additions, amendments and subsidiary agreements only become binding with our written confirmation. The ordering party checks the contents of written confirmations of order and must report any possible discrepancies without delay. Samples are generally supplied against invoice and will be credited in full if they are returned in a flawless state within two months subsequent to settlement of accounts.

3. Delivery Deadlines and Delays

Unless they are not expressly stated as being binding, delivery deadlines are guidelines to whose adherence we are committed. Circumstances beyond our control, including strikes, malfunctions of all kind, damage during delivery or shortages of raw materials (also with our upstream suppliers) authorise us to postpone the fulfilment of assumed service commitments or to fully or partly withdraw from the contract according to our discretion. Part deliveries are possible and can be invoiced separately. Requests for the payment of compensation due to delayed deliveries are not as a rule recognised.

4. Prices

The prices which are stated in our offer and/or in our confirmation of order apply to all delivery contracts. In the event of unforeseen changes to prices by our upstream suppliers and manufacturers due to changes in the prices of materials and currency adjustments, we reserve the right to carry out a price adjustment on the basis of this change. The prices in our price list are orientation prices only and can be changed without advance notice. For small orders up to a net goods value of EUR 50.00, an administration fee of EUR 10.00 is also charged. Unless otherwise arranged in the confirmation of order, delivery is agreed to occur ex GLAMETEC. All prices exclude shipping costs and VAT.

5. Packaging

Transport packaging and all other packaging according to the requirements of the regulations will not be taken back. The packaging is invoiced at net cost price.

6. Damage Occurring During Forwarding and Transport

The risk transfers to the ordering party – also including postage-free delivery – when the goods are handed over to the forwarding party or they are loaded in a vehicle which we use. We are authorised, but we are not obliged to insure deliveries in the name and on account of the ordering party. In the event of damage occurring during transport, the ordering party must immediately arrange an evaluation of the situation with the responsible authorities and inform us accordingly.

7. Creditworthiness

If subsequent to the conclusion of a contract it should turn out that our claim for payment is threatened because of an insufficient ability of the purchaser to pay, we are authorised to

supply the goods against advance payment or to request a collateral payment within an appropriate time limit. If the purchaser does not comply with requests of this kind, we are authorised to withdraw from the contract.

8. Conditions of Payment

Unless otherwise agreed in writing, all invoices are due for payment within 10 days subsequent to the invoice date (to secure a 2% discount) or within 30 days at the net invoice amount. Improper reductions will be re-invoiced. For invoices which go unpaid, a default interest rate of 5% above the basic rate of interest is charged subsequent to the day of due payment. If a due amount is not paid subsequent to a reminder then all open invoice amounts are immediately due. We have the right to demand their immediate payment.

9. Trademark Rights

We reserve all property and copy rights to drawings, drafts, offers and other documents which we make available. They may not be made accessible to third parties without our permission and are to be returned to us without delay upon request. If the trademark rights of third parties are infringed during the manufacturing of products according to drawings, patterns or other information of the ordering party, then the ordering party releases us from liability for all claims of third parties.

10. Reservation of Title

We reserve the title of the delivered goods until settlement of all of the receivables from the business relationship with the ordering party. The ordering party is authorised to sell these goods within the scope of legally valid business proceedings as long as they fulfil their obligations. They may, however, neither pledge the reserved goods nor assign them as collateral. In the event of delays in payment by the ordering party, we are authorised to request the provisional surrendering or return of the reserved goods at the cost of the ordering party and without exercising the right of withdrawal or stipulating a grace period. If goods which stand under our reservation of title are associated with other moveable objects to form a single matter, then it is agreed that the ordering party transfers us proportional co-ownership in as far as the primary matter belongs to the ordering party. The ordering party keeps co-ownership for us. The ordering party must inform us immediately about seizure measures or other events of access of third parties to the reserved goods, and carry out the possible intervention measures that cannot be postponed at their own cost.

11. Liability for Deficiencies and Guarantee

Complaints about deficiencies which are immediately evident, particularly the completeness of the delivery, will only be considered within ten days subsequent to receipt of the goods. We are liable for deficiencies to goods as follows: we undertake to rectify deficiencies either through carrying out repairs or the delivery of a new deficiency free goods at our own discretion. We generally provide guarantees within the scope of the SIA regulations. The manufacturers of the products are responsible for setting the duration of the guarantees for the goods. Claims for damages and liability are excluded to the extent that nothing else arises from these conditions.

12. Redemption of Goods

Returned goods are only accepted subsequent to the prior approval of GLAMETEC and under submission of copies of the invoice or the delivery note. The goods must be in a clean state, suitable for sale and packed in the original packaging with instructions and complete accessories etc. where appropriate. Goods outside the stock range, special product versions etc., can not or only be redeemed in line with the conditions of the manufacturer. The level of

the credit entry for returns remains reserved. The credit entry is to be balanced out through the purchase of goods. The delivery occurs post-paid by GLAMETEC only. The sending party is alone liable for damage and losses with return consignments.

13. Place of Fulfilment and Court of Jurisdiction

The place of fulfilment for all obligations from the contractual relationship is our business location. The court of jurisdiction for all claims is the court which is responsible for our business location. We are also entitled, however, to instigate legal action at the court of law responsible for the business location of the ordering party. Only the laws of the Confederation of Switzerland apply to the legal relationship with the ordering party.

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