

General Business Terms and Conditions of Dr. W. Huber AG, Huber the Nose.

(hereafter Huber)

1. Applicability

The general business terms and conditions are based on Swiss law and shall apply worldwide, provided that the parties involved approve them explicitly or implicitly. Modifications and subsidiary arrangements shall be effective only on written consent by Huber.

In case an order has been placed and the adverse party brings forward its own terms and conditions only the congruent articles shall apply. Dissenting points shall be settled in a separate written agreement.

These business terms and conditions shall apply indefinitely unless changed by the parties by written agreement.

For the rest the provisions of the Swiss Code of Obligations for sales agreements (Art. 184 ff. OR) as well as other relevant Swiss laws and regulations shall apply.

In case one clause should prove to be or become ineffective or incomplete these terms and conditions shall remain in legal effect (safeguarding clause). Instead of the invalid clause a regulation closest to the intended provision shall be deemed in effect.

In case of a legal dispute the wording and meaning of the German version "Allgemeine Geschäftsbedingungen der Firma Dr. W. Huber AG" shall apply.

2. Quotations / Offers

Price lists and brochures are for information only, without obligation and subject to change.

Information per telephone is considered valid for short-term purposes only unless their validity as per a certain date is stated explicitly.

Quotations in writing, by phone, personal conversation, per facsimile or per e-mail are considered as binding. Deliveries, goods and services or services not comprised in the offer may be charged to the requesting party in addition to the otherwise agreed costs.

A quotation remains valid for three months unless another date of validity has been separately agreed upon in writing. All documentation and samples become property of the purchaser. Guideline values are non-binding and should be used for assessment purposes only.

An offer is accepted upon the purchaser's consent in writing, per phone, facsimile or e-mail or during a personal conversation. The vendor confirms acceptance of the order in writing, per facsimile or per e-mail within an adequate period of time or as agreed upon.

If the purchaser wishes to make modifications with respect to the confirmed order the vendor will convey the feasibility of such modifications within two weeks and inform the purchaser about associated implications (due date, pricing, additional costs, etc.). The modified offer is binding for the vendor during a period of ten working days. Goods and services already manufactured or delivered are not subject to modifications.

3. Due Date / Deadlines

The vendor commits himself to deliver the goods and services on the due date or shortly before the deadline specified in the order confirmation. The purchaser commits himself to take delivery of goods and services and pay on terms specified and agreed.

Deadlines may be deferred adequately in case of impediments beyond the vendor's control, such as natural disasters, war, riots and civil commotion, epidemics, accidents and ill health, substantial disruption of operations, labor disputes, late or faulty supply, or official measures.

In case of other delays the purchaser may

- I. renounce further delivery (in which case the vendor has to be informed correspondingly without delay);
- II. ask for partial delivery, provided this is possible (which the parties should stipulate immediately);
- III. set an appropriate time limit for the vendor to fulfill the order (should the vendor not comply within the time limit the purchaser may renounce the order altogether).

The vendor has to inform the purchaser about foreseeable delays as soon as possible. Punitive damage may be charged according to Art. 191 OR (Swiss Code of Obligations).

4. Fulfillment of an Order

The order confirmation is decisive for the extent and execution of the order. The vendor supplies the goods and services as specified.

Unless otherwise agreed delivery terms are INCOTERMS 2000: EXW [ex works], i.e. placing the goods and services at disposal at vendor's facility.

Unless otherwise specified benefits and risks pass over from vendor to purchaser at the same time as handover of goods and services.

Unless specific handover procedures are agreed upon the purchaser shall assay the goods and services and is responsible for possible notification of defects in writing. In case the purchaser fails to do so within ten working days after delivery the goods and services delivered shall be deemed accepted and faultless in all respects, with the exception of latent defects. The purchaser is obliged to pay according to the terms agreed.

5. Pricing and conditions of payment

Prices are specified in the offer. Inasmuch as a sales tax is imposed it will be charged additionally. The allocation of costs is regulated unambiguously by the terms of delivery INCOTERMS 2000.

The purchaser is obliged to pay the goods and services within thirty days net without deduction.

In case the agreed conditions of payment are not kept the vendor may

- I. immediately request securities for all receivables;
- II. and/or request prepayment for all pending deliveries.

In case securities are not offered after an adequate extension of time the vendor may withdraw from the contract even if goods and services or part of them have already been delivered.

If the purchaser does not comply with the payment conditions the vendor is entitled to claim compensation for damages.

The purchaser may compensate his counterclaims for the claims of the vendor if these are due or confirmed by a legally binding verdict.

If the purchaser does not comply with the terms of payment the purchaser has to pay an interest on late payment of 5% p.a. from the due date of payment. At a second reminder additional administrative charges of CHF 100.00 per reminder shall be collected.

6. Warranty

The vendor commits himself to apply due diligence and deliver goods and services of good quality. He also engages in careful selection, continuous and supervised training and professional education of his staff members. In case of faulty goods or services the purchaser may demand revision of the order or replacement. The by-laws of the Swiss Code of Obligation (SOR) apply.

Faulty goods or services for reasons beyond the vendor's power are excluded. These comprise fair wear and tear, force majeure, inappropriate or abusive handling, undue intervention of the purchaser or of third parties, inadequate equipment or extreme environmental influences

Should the purchaser resell the goods and services he shall abide by the domestic and foreign export regulations in place. Does the purchaser modify the goods and services he is accountable for the damages incurred to the vendor, the purchaser or any third party involved. Provisions of the products liability are excepted.

Huber disposes of a management system which is periodically certified by an external accredited body (SQS, The Swiss Association of Quality and Management Systems) since 1994. For reasons of secrecy and data privacy no additional system audits by other external bodies or clients are allowed. Exceptionally, Huber may permit specific product audits. Admittance to the laboratories and production sites are explicitly excluded

7. Duty to supply Information

As far as handling and use of the goods and services are subject to specific technical prerequisites or legal, official or other provisions at the place of destination the parties shall inform each other correspondingly. This includes impediments which may challenge the appropriate fulfillment of the order.

8. Final Clause

The place of jurisdiction is the place of business of Huber. Huber may also appeal to the court at the place of business of the other party.

The parties will try to settle any differences originating from these "General Business Terms and Conditions" cooperatively and shall take all necessary steps to avoid a legal dispute.