

General Terms of Trade

SUPPLY CONDITIONS

With the acceptance of this purchase order or order confirmation you waive and consider as cancelled any of your general sales and purchase conditions.

These conditions are the only ones to be applied and in addition to mandatory legal regulations where applicable.

All diverting conditions must be in written form, signed by both parties. For international business the actual Incoterms of the International Chamber of Commerce in Paris are applicable.

The buyer may sell or transfer the Products or any replica to customers in accordance with Toray's country's export regulations. The International Regulations of the Australia Group are to be followed.

The buyer accepts that the products delivered by Toray will be used for civil use only. The buyer shall never sell or transfer the Products or any replica to the following customers/end users and countries without prior approval by the Seller.

- a. any customer who is concerned in WMD-related activities such as development and/or manufacture of weapons of mass destruction such as nuclear weapons, biological weapons, chemical weapon and missiles.
- b. Iran and North Korea

SALES CONDITIONS

The goods are sold / purchased on a EXW, CIF/CFR or FCA basis. Unless otherwise agreed in writing, the amount of any local tax or duties shall be paid by and remain the sole responsibility of the Buyer.

LOADING AND UNLOADING

Loading of the goods is made by the seller; unloading by the buyer.

CORRESPONDENCE, LANGUAGE

Default correspondence is by mail and facsimile. All commercial correspondence, drawings and documentation shall be in English language, unless otherwise agreed in advance.

DELIVERY TERMS

The delivery date is binding and may not be postponed. No extension is allowed unless previously authorised in writing. Should there be cause of delay, the Buyer shall be informed in a timely manner, specifying the new delivery date. If a separate penalty clause is agreed, the total penalty may not exceed 5 % of the value of the delayed shipment. If a penalty clause is agreed and the shipment is delayed by causes originated by the Buyer, the payment date will remain fixed in relation to the originally penalised delivery date.

FORCE MAJEURE

No party shall be held responsible for delays in delivery caused by circumstances of force majeure.

Export decisions by METI (JP) and/or EAR/BIS (US) are accepted as Force Majeure.

Delays in delivery times or losses of pre-suppliers, lack of energy or raw materials as well as unforeseen events such as strike, lockouts, governmental instructions and cases of force majeure as under current laws will release the party who is suffering for the period of trouble neither to make nor to accept deliveries.

If the delivery is delayed for more than 1 month, each party is allowed to cancel the contract for the part of contract involved in the delay.

PAYMENT, DELAY OF PAYMENT AND OFFSET

Unless otherwise indicated in the contract, the indicated prices will be firm and not subject to change.

Assignment of credit is at the sole discretion of the Seller.

Payment is to be made on a 30 days net basis within the established credit line.

For deferred payments with more than 30 days, a first class third party payment assurance is required.

Any portion of the price which is not paid in accordance with applicable payment terms shall bear interest, to be paid by the Buyer at rate of 1% per month, unless an applicable law limits the interest on such past due balance to a lesser rate in which event the interest shall accrue at such lesser rate. The Buyer can only offset claims against the Seller's demands if the claim is secured or legally confirmed or if there are justified doubts about the business partner's solvency. In case of delayed payment as well as justified doubts of the Buyer's solvency or credit-worthiness, the Seller - despite his

notwithstanding other rights - is allowed to ask for payment in advance for orders not yet effected and to make all demands of this business relationship immediately due.

QUALITY, CLAIMS, WARRANTIES

The merchandise shall be state of the art as well as accordingly to the contractual agreed quality. The Buyer shall check whether the delivered merchandise is in accordance with the agreed quality and suitable for the real purpose. Recognisable defects shall be announced to the Seller within one month, unrecognisable faults however immediately after discovery but latest 6 months after receipt of goods. The standard warranty period is one year after start up, but never more than 18 months after shipment. Complaints during above mentioned warranty period shall be announced within 1 month from discovery and the Buyer has the right to amendment of the defect goods.

The Seller will honour its standard warranties provided the equipment shall have been properly installed, maintained and utilised during warranty period.

It's at the sole discretion of the Seller whether the goods are repaired or replaced to obtain the specified data.

The statute of limitations is still pending as long as the Seller did not reject in writing the Buyers claim which was announced in the proper manner and in time.

LIABILITY LIMITATIONS

In no way the Seller will be liable to the Buyer or any third party for consequential, incidental or special damages resulting from or in any manner related to the equipment beyond the legal liability insurance. It's being understood that the sole and exclusive remedy of the Buyer or any third party shall be the repair, correction or replacement of defective equipment at the Seller's sole discretion pursuant the Warranty provisions herein above contained.

PROPERTY

The Seller remains owner of the goods as long as they are not completely paid. The Seller's property also includes ready made goods which are processed further. The Seller is now producer of the further amended goods. During a link or mixture with the goods that do not belong to the Seller, the Seller acquires a partial property appropriate to the value of the invoice of his 'goods under reserve' and the other materials used. The Buyer immediately liquidates his debts out of the sales of the 'amended goods' by also providing bills of exchange or cheques. As long as the Buyer is capable to fulfil his duties against the Seller he is allowed to dispose of the Seller's goods and to recover debts.

DOCUMENTATION

All documentation is by default in English. Some documents may be available in local language. In case of discrepancies the English text is prevailing. The Seller is not allowed to hand over any documents, plans etc. provided by the Buyer to produce the required merchandise to any third party. Upon request the Seller will present the Buyer plans, drawings, technical data's which are necessary for the buyer to correctly install and operate the equipment. In case of need the Buyer has the right to get spare part drawings for correct ordering. Only one set of documentation is free of charge.

CANCELLATION

If an order is cancelled by the Buyer, the Seller shall obtain an indemnity not less than 10 % of the contract amount. However if the goods are not standard equipment in addition to the before mentioned indemnity a cancellation charge of an amount not less than the sum of any material and labour costs incurred by the Seller in connection with such order shall be paid to the Seller. Upon receipt of written notice of the Buyer of its desire to cancel an order, the Seller shall utilise reasonable efforts to limit the amount of additional costs occurred.

TRADEMARKS

Trademarks can only be used by the Buyer with written consent of the Seller.

APPLICABLE LAW

The terms and conditions applicable to the transactions provided for herein shall be governed by the laws of Switzerland. Eventual dispute shall be submitted to the jurisdiction at the legal domicile of the defendant.