

## Terms and Conditions of Sale

### General

The terms and conditions of sale contained herein shall apply to all quotations and offers made by and purchase orders accepted by IBEK. These terms and conditions contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions contained herein irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of goods ordered hereunder. IBEK failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing, signed by a corporate officer of IBEK, before becoming binding on either party.

### Pricing

Quoted prices are subject to modification or withdrawal without notice. All billings for products and services will be at the price indicated on the quotation to customer. Unless otherwise specified or required by law, all prices will be quoted and billed exclusive of International duties and customs, VAT Value Added Tax, Foreign taxes, sales or similar taxes. Cost for packing and transportation is not included and will be billed accordingly. A fee for international banking applies for all Export customers.

### Terms of Payment

All sales orders will be invoiced in advance - T/T in advance. Orders will be processed only after full payment has been received. A banking fee will be charged for all international sales.

### Title and Delivery

Unless otherwise agreed upon by IBEK, all sales are made EX WORKS (Incoterms 2000) point of shipment at supplier's main office. IBEK's title passes to Buyer and IBEK's liability to deliver ceases upon making delivery of material purchased hereunder to carrier at shipping point in good condition; the carrier acting as Buyer's agent. All claims for damages must be filed with the carrier. Claims against IBEK for shortages must be made within five (5) days after arrival of shipment. IBEK assumes no responsibility for delay, breakage or damage after having made delivery in good order to the carrier.

### Acceptance

The Buyer shall accept or reject nonconforming products within five (5) days of receipt of each shipment. Failure to notify IBEK in writing of nonconforming products within such period shall be deemed an unqualified acceptance.

### Limited Warranty

IBEK warrants that the products covered hereby shall be free from defects in workmanship and materials, and shall conform to IBEK's published specifications or other specifications accepted in writing by IBEK for an limited time of 2 (two) years following the date of IBEK's shipment. The foregoing warranty does not apply to any products, which have been subject to misuse (including static discharge), neglect, accident, or modification or which have been soldered or altered during assembly and are not capable of being tested by IBEK under its normal test conditions. IBEK shall make the final determination as to the existence or cause of any alleged defect. IBEK's sole obligation to Buyer hereunder for products failing to meet the aforesaid warranty shall be, at IBEK's discretion, to replace the nonconforming product or issue Buyer credit for the purchase price of the nonconforming product where; 1) IBEK has received written notice of any nonconformity, and 2) after IBEK's written authorization to do so Buyer has returned the nonconforming product to IBEK, freight prepaid, and 3) IBEK has determined that the product is nonconforming and that such nonconformity is not a result of improper installation, repair, test, or other misuse by Buyer. In no case are products to be returned without first obtaining permission and a customer return order number (RMA) from IBEK. None of IBEK's products may be used in a life support application or in aeronautical appliances.

The foregoing warranty and remedies are exclusive and are made expressly in lieu of all other warranties expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose. IBEK neither assumes nor authorizes any other person to assume for it any other liability in connection with sale, installation or use of its products and shall not be liable for damages due to delay in deliveries or use and shall in no event be liable for incidental or consequential damages of any kind, whatever arising from contract, tort or negligence, including but not limited to, loss or goodwill, over-head or other like damages.

## **Contingencies**

All orders will be processed chronologically to incoming purchasing orders. IBEK will use its best efforts to fill all orders according to the agreed schedule and quantity. IBEK shall not be responsible for any failure to perform due to delays of subcontractors, due to unforeseen circumstances or to cause beyond IBEK's control. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, labour or materials or for any other causes beyond IBEK's reasonable control. In the event of any delay caused by such contingency, the date of delivery shall, at the discretion of IBEK, be deferred for a period comparable to the time of loss by reason of the delay.

## **Cancellation**

Orders placed with IBEK can be cancelled within 5 (five) days according international laws. After that period orders cannot be cancelled or altered and will be billed in full amount.

## **Limitation of Liability**

IBEK's liability under or for breach of this agreement shall be limited to refund of the purchase price of the products. In no event shall IBEK be liable for costs or procurement of substitute goods, loss of profit, or for any other special, consequential or incidental damages, however caused, whether for breach of warranty, breach of contract, repudiation of contracts, negligence or otherwise.

In case products bought with IBEK are commodities or goods for resale and TLC acts only as a broker, in between Manufacturer and Buyer as a sales organisation, IBEK shall in no case be held responsible for the quality of the products, their function and technical specifications or any problems and consequences resulting. Complaints regarding quality and function may be directed to the manufacturer only.

## **Controlling Law / Place of Jurisdiction**

The terms and conditions contained herein shall be governed by and construed under the laws applicable at the place of IBEK's headquarters'. Thus, Swiss material law governs all orders and deliveries. Place of performance for any obligations resulting directly or indirectly from these is the domicile of IBEK in Switzerland.

## **Substitutions and Modifications**

IBEK reserves the right to modify the specifications of components offered by IBEK providing that, in IBEK's opinion, the modification will not materially affect the performance. No liabilities may result from such modifications made in the best of IBEK's knowledge.

## **Consequential Damage**

In no event shall any claim for either party make consequential or special damages.

## **Critical Appliance Policy**

IBEK's products are designed for commercial use and are not authorized for use as critical components in life support devices, aeronautical, aerospace or other critical appliances. IBEK shall in no case made liable for any damages or claims resulting.

As used herein:

Life support devices or systems are devices or systems which (1) are intended for surgical implant into the body, or (2) support or sustain life and whose failure to perform when properly used in accordance with instructions for use provided in the labelling can be reasonably expected to result in a significant injury to the user. A critical component is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.

Appliances in the AIRCRAFT or AEROSPACE industry that are part from requirements for a certificate of conformance. Reference QD 4.6-40, Section 4.15.5.3 and similar.

## **General Legal**

The prevailing party in any legal action brought by one party against the other shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including court costs and reasonable attorney's fees.

Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, IBEK may decline to make further shipments. If IBEK elects to continue to make shipments, such action shall not constitute a waiver of any default by Buyer or in any way affect IBEK's legal remedies for such default.

The terms and conditions herein, constitute the entire contract between the parties and supersede all previous communications, whether oral or written. Any changes to this contract must be made only upon mutual agreement of the parties in writing.

In the event that any section of these terms and conditions are deemed unenforceable, the remaining sections shall remain in force.

### **Import / Export**

Buyer agrees to comply with all applicable laws and regulations of Switzerland and the destination country. Buyer understands that IBEK is subject to regulation by agencies of the Swiss government, including Department of Commerce, which prohibit export or diversion of IBEK's products to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable Swiss laws and regulations. Buyer warrants that it shall not sell any products in countries or to users not approved to receive classified technical equipment under applicable laws and regulations or that Buyer otherwise has knowledge of such laws and regulations, and that it will abide by such laws and regulations. Buyer shall hold harmless and indemnify IBEK for any damages resulting to IBEK from a breach of this paragraph by Buyer.

### **Privacy**

When ordering with IBEK, you will be asked for your name, your e-mail address, and when applicable, your billing address, and the address for shipment of your order. IBEK maintains personal information for statistical purposes to improve for users' needs, to offer services, to improve administration and to correspond with users. If you wish IBEK to discontinue correspondence with you, IBEK will terminate the activity upon receipt of your request. IBEK will not give or sell this information to any third party for its use in marketing or solicitation for products from other companies. However, IBEK will only provide your information to third parties that IBEK uses for delivering specific services to you (such as shipping purposes when you ask IBEK to send you something).

If payments are made by using a secure server to make purchases, IBEK will also ask for your credit card number, expiration date and security code. IBEK will only use this information for the limited purpose of processing your orders through IBEK's credit card clearing service or bank.

### **Informations and Links to other Companies**

The IBEK Web Site contains links and information to third party Web sites. These links are provided solely as a convenience to you and not as an endorsement by IBEK of the contents on such third party Web sites. IBEK is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of material, services or products on such third party Web sites. If you decide to access linked third party Web sites, you do so at your own risk.

Effective June 2006