



Standard Terms and Conditions of Sale Buehler GmbH

1. DEFINITIONS

In these Terms and Conditions of Sale, "Supplier" means Buehler GmbH; "Customer" means the person, firm, company or corporation by whom the order is given; "Goods" means the goods (including any Software and Documentation, as defined in Clause 11) described in the Supplier's Acknowledgement of Order form; "Services" means the services described in Supplier's Acknowledgement of Order Form; "Contract" means the written agreement (including these Terms and Conditions of Sale) made between Customer and Supplier for the supply of the Goods and/or provision of Services; "Contract Price" means the price payable to Supplier by Customer for the Goods and/or Services and "Supplier Affiliate" means a Buehler GmbH company which is an affiliate within the meaning of Section 15 AktG [German Stock Corporation Act].

2. EXCLUSIVENESS

2.1 Supplier's Terms and Conditions of Sale are effective exclusively; Supplier does not recognise any terms and conditions of Customer conflicting or differing from Supplier's Terms and Conditions of Sale unless Supplier has consented to the effectiveness in written form. Failure by Supplier specifically to object to provisions contained in Customer's purchase conditions shall not in any way be deemed an alteration or a waiver of these Terms and Conditions of Sale.

2.2 These Terms and Conditions of Sale are also effective in respect of all future business with Customer, even if their validity was not explicitly agreed on again.

3. CONCLUSION OF CONTRACT; PRICES

3.1 Supplier's offers are without obligation and noncommittal.

3.2 All orders must be in writing. Customer must state in the order, at the latest, in what manner, for what purpose, in what country and, as applicable, in connection with what other devices and/or software the Goods are to be used.

3.3 The Contract will be deemed concluded only upon acceptance of Customer's order by written order confirmation of Supplier. Information describing the Goods and Services in Supplier's quotation, such as drawings, pictures, dimensions, weights and other technical specifications, will only be binding if repeated or explicitly confirmed in the order confirmation. Supplier reserves the right to make minor changes to and/or improvements of the Goods prior to delivery provided that neither the capacities of the Goods are adversely affected thereby nor the Contract Price or the delivery date are thereby affected.

3.4 Any amendments of the Contract or agreements for the purpose of performing the Contract must be made in writing.

3.5 Prices are firm for delivery within the period stated in Supplier's quotation and are exclusive of Value Added Tax and of any similar and other taxes, duties, levies or other like charges arising outside Germany in connection with the performance of the Contract.

3.6 Prices are for Goods delivered Ex Works factory of manufacture exclusive of freight, insurance and handling and, unless otherwise agreed in writing, exclusive of packing. If the Goods are to be packed, packing materials are non-returnable.

4. PAYMENT

4.1 Payment shall be made in full in the agreed currency within thirty (30) days of receipt of invoice. Goods will be invoiced at any time after their readiness for despatch has been notified to Customer. Services will be invoiced monthly in arrears or, if earlier, upon completion. Should Customer be in delay of payment, then Supplier shall be entitled to

demand overdue interest in an annual amount of 8% over and above the base interest rate as determined in Section 247 BGB (German Civil Code). Should Supplier be in a position to prove a greater delay damage, Supplier shall be entitled to assert a respective claim. However, Customer is free to prove that due to Customer's payment delay, damage has not occurred or only occurred to a much smaller extent. Supplier has the right to suspend performance of the Contract (including withholding shipment) in the event that Customer fails to make payment when due under the Contract or any other contract.

4.2 Customer may set off counterclaims only if recognised or non-appealable. A right of retention may be exercised by Customer only if it concerns the same contractual relationship.

5. DELIVERY PERIOD

5.1 Unless otherwise agreed in writing, all periods stated for delivery or performance are non-binding and run from the Effective Date of the Contract.

5.2 If Supplier is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Customer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Supplier reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.

5.3 If delivery is delayed due to any act or omission of Customer, or if having been notified that the Goods are ready for despatch, Customer fails to take delivery or provide adequate shipping instructions, Supplier shall be entitled to place the Goods into a suitable store at Customer's expense. In this event, delivery shall be deemed to be completed. Without prejudice to any earlier passing of the risk, the risk in the Goods shall pass to Customer at the latest upon placing the Goods into the store.

6. FORCE MAJEURE

6.1 Delivery time (or in the case of Services, completion time) will be prolonged reasonably due to any measures in the course of labour disputes, particularly strike and lock-out, and in case of the occurrence of unforeseen intervening circumstances outside of the parties' influence, as far as these circumstances are provably of substantial influence on the delivery of Goods or completion of Services.

This also applies if such circumstances occur with subcontractors. Supplier is not liable for these mentioned circumstances even if they should occur at a time in which Supplier is already in delay. Without being limited to these circumstances, the Contract may particularly be suspended due to force majeure, Acts of God, armed conflicts or terrorist attacks, war, riot, fire, explosion, accident, flood, sabotage, embargo, compliance with governmental requests, laws and regulations, orders or actions; or labour trouble, strike, lockout or judicial order. Supplier is not obligated to supply hardware, software or technology or to provide services in the absence of government permits or fulfilment of statutory conditions of exemption from such permits within the framework of import and export control (in particular, according to the regulations applicable in the United States, the European Union and the jurisdiction in which Supplier has its registered office or from which components of the Goods are supplied) and the underlying circumstances could not be foreseen by Supplier and are outside of Supplier's sphere of influence. In the event of revocation of issued government permits or in the event of a change in the applicable statutory import and export control regulations

such that Supplier is prevented from fulfilling the contract, Supplier is discharged from the contractual obligation without any liability of Supplier.

6.2. If performance of the Contract or any part thereof is suspended by reason of this Clause 6 for more than 180 consecutive calendar days, either party may cancel the then unperformed portion of the Contract by notice in writing given to the other party, without liability, provided that Customer shall provide reasonable compensation to Supplier for commenced work and shall make payment to Supplier for all Goods supplied and all Services provided by the time of rescission.

7. FACTORY TESTING, INSPECTION AND CALIBRATION

7.1 The Goods will be inspected by Supplier or manufacturer and, where practicable, submitted to Supplier's or manufacturer's standard tests in the factory of manufacture before despatch. Any additional tests or inspection (including inspection by Customer or its representative, or tests in the presence of Customer or its representative and/or calibration) or the supply of test certificates and/or detailed test results shall require a written agreement and Supplier reserves the right to charge therefore.

7.2 If Customer or its representative fails to attend such tests, inspection and/or calibration at the agreed location after seven days' notice that the Goods are ready therefore, the tests, inspection and/or calibration may be carried out in the absence of Customer or its representative. In such case, Supplier's statement that the tests and/or inspection have been passed and calibration has been made properly will replace the corresponding statement from Customer. Supplier shall communicate this in a separate notice.

8. INSPECTION ON DELIVERY

Customer's warranty rights are subject to Customer's proper compliance with Customer's inspection and complaint obligations set forth in Section 377 of the German Commercial Code (HGB).

9. DELIVERY AND RISK

Unless otherwise stated in the Contract, the Goods will be delivered CPT (named point of destination). Supplier's usual prices will be charged for freight, packing and handling. The risk of loss of or damage to the Goods shall pass to Customer upon delivery. Customer is responsible for insuring the Goods after the risk has passed. If the Contract expressly provides that Supplier is responsible for insuring the Goods after delivery of the Goods to the carrier, insurance will be charged on the basis of Supplier's usual prices. "Ex-works", "FCA", "CPT" and any other delivery terms used in the Contract shall be defined in accordance with the latest version of Incoterms.

10. RETENTION OF TITLE

10.1 Subject to Clause 11, Customer will take no title to the Goods until Supplier is in receipt of all payments due under the Contract. Should Customer act contrary to the Contract terms, particularly be in payment delay, Supplier shall be entitled to take back the Goods. The take-back of Goods by Supplier does not constitute a rescission of Contract unless Supplier has explicitly declared so in writing. After taking back the Goods, Supplier is entitled to realise them; the returns of the realisation will, after deducting reasonable realisation costs, be credited against Customer's obligations.

10.2 Customer is obliged to handle the Goods in a careful way; in particular he is obliged to insure them at Customer's own cost sufficiently to the amount of their original value against fire or water damage or damages through theft. To the extent that maintenance and inspection services should be necessary, Customer must carry these out in a timely manner at Customer's own cost.

10.3 In case of seizure or other interfering measures of third parties, Customer must inform Supplier immediately in writing so that Supplier can file a suit according to Section 771 of the German Code of Civil Court Procedures (ZPO). To the extent that the third party should not be in a position to reimburse Supplier for any of the incurred court or out-of-court costs in connection with a suit according to Section 771 of the

German Code of Civil Court Procedures, Customer is liable for any loss incurred by Supplier.

10.4 Customer is entitled to resell the Goods in the ordinary course of business; however, Customer already assigns to Supplier all Customer's claims against Customer's customers or third parties in the amount of the total invoice sum (including Value Added Tax) resulting from the resale, independently of whether the Goods were resold after or without further processing. Notwithstanding this assignment, Customer remains authorised to collect such receivables. Customer In order to secure its payment claims, Supplier is entitled at any time to disclose the assignment of receivables. This applies particularly where Customer is in payment delay, has discontinued its payments permanently or where a petition for opening of insolvency proceedings against Customer's assets has been filed. Supplier may demand that Customer informs Supplier of all assigned claims and their debtors, forwards all data necessary for their collection, hands over all documentation connected therewith and informs the debtors (third parties) about the assignment.

10.5 Any processing or conversion of the Goods by Customer will always be undertaken for Supplier, as manufacturer in the sense of Section 950 BGB. Should the Goods be processed together with other items not belonging to Supplier or a Supplier Affiliate, then Supplier or the relevant Supplier Affiliate shall acquire joint ownership of the new item proportional to the value of the Goods in relation to the value of the other items at the time of the processing. Concerning the items newly created by the processing, the same agreements shall apply as for the Goods sold under distraint.

10.6 Should the Goods be connected or intermixed with other items not belonging to Supplier or a Supplier Affiliate in such a way that they cannot be separated anymore, Supplier or the relevant Supplier Affiliate shall acquire joint ownership of the new item proportional to the value of the Goods in relation to the value of the other items connected or intermixed with the Goods at the time of the connection or intermixture. Should the connection or intermixture occur in such a way that Customer's items must be considered the essential item, it will be held to be agreed that Customer transfers to Supplier the proportional joint ownership. Customer holds the sole or joint ownership originating therefrom in custody for Supplier.

10.7 Customer furthermore assigns to Supplier as collateral all those claims against third parties which arise from connecting the Goods with a piece of land.

11. DOCUMENTATION AND SOFTWARE

11.1 Title to and ownership of the copyrights in software and/or firmware incorporated into or provided for use with the Goods ("Software") and documentation supplied with the Goods ("Documentation") shall remain with the relevant Supplier Affiliate (or such other party as may have supplied the Software and/or Documentation to Supplier) and is not transferred hereby to Customer.

11.2 Except as otherwise provided herein, Customer is hereby granted a non-exclusive licence to use the Software and Documentation in conjunction with the Goods, provided that and for so long as the Software and Documentation are not copied and Customer holds the Software and Documentation in strict confidence and does not disclose them to others, or permit others to have access to them (other than Supplier's standard operating and maintenance manuals).

Customer's use of certain Software, (as specified by Supplier and including but not limited to control system and AMS Software) shall be governed exclusively by the applicable Supplier Affiliate or third party licence terms.

11.3 Customer may transfer the above licence to another party which purchases, rents or leases the Goods, provided the other party accepts in writing and agrees to be bound by the conditions of this Clause 11.

11.4 Supplier and Supplier Affiliates shall retain ownership of all inventions, designs and processes made or evolved by them and save as set out in this Clause 11 no rights in intellectual property are hereby granted.

12. LIABILITY FOR DEFECTS OF QUALITY

12.1 Supplier warrants that upon passing of the risk the Goods and Services will have the quality agreed upon. Unless otherwise agreed, the quality agreed upon shall meet Supplier's specifications as valid and published at the time of the order confirmation.

12.2 If, upon passing of the risk, the Goods or Services do not have the quality agreed upon, Supplier warrants to provide subsequent performance by either, at its option, repairing or replacing the concerned parts (subsequent rectification) or by replacing the Goods or Services by such Goods or Services which are free from defects (subsequent delivery).

12.3 Supplier may rectify any defect several times and may decide at its discretion to change from rectification to subsequent delivery. Supplier shall be responsible for all costs incurred in connection with its subsequent performance, especially the transport, shipping, labour and material cost, unless such costs are incurred as a result of the Goods being taken to a place other than the place of performance.

12.4 Customer may set a reasonable period of at least four (4) weeks to Supplier for him to provide subsequent performance and, if subsequent performance fails during such period, may demand reduction of the Contract Price after expiry of that period or, unless the defect is insignificant, may rescind the Contract. Damages may only be claimed in line with Clause 14.

12.5 Any claims and rights based on defects will become time-barred, except in the case of intent, after expiry of twenty-four (24) months since taking delivery of the Goods, excepting circumstances where the equipment is used for production purposes or averaging more than eight (8) hours in each twenty-four (24) hour period whereupon any claims and rights based on defects will become time-barred, except in the case of intent, after expiry of twelve (12) months since taking delivery of the Goods. Claims to damages based on defects will become time-barred after expiry of the statutory period if they result from a violation of another's life, health or body, or from Supplier's gross negligence.

12.6 Supplier assumes no warranty for normal wear and tear, material provided by Customer, processing of the Goods made by Customer, damage due to improper storage, installation or operation or due to inadequate maintenance, or damage resulting from any modification or repair not approved beforehand by Supplier in writing. Supplier will not be liable where any non-authorized software or non-authorized spare or replacement parts are used. Any costs incurred by Supplier for examining and removing such defects will be borne by Customer upon demand. Customer will always be responsible alone for the completeness and correctness of any information provided by it.

12.7 Regarding products or Services sourced by Supplier from a third party (other than a Supplier Affiliate) for resale to Customer, Supplier assigns to Customer all warranty rights against such third party. In addition, Supplier remains obliged to assume the guarantee set forth the preceding clauses towards Customer, however, only under the restriction that Customer has beforehand unsuccessfully tried to execute the assigned warranty rights against the third party.

13. LIABILITY FOR PROPRIETARY RIGHTS INFRINGEMENTS

13.1 Supplier warrants that upon passing of the risk no patents or other proprietary rights of third parties exist which may be claimed with respect to the Goods or Services if these are used as intended. Clauses 12.2 to 12.5 and 12.7 shall apply correspondingly.

13.2 Supplier's liability shall be excluded where a third party patent or proprietary right is infringed because Supplier has adhered to a design provided by Customer or has complied with an instruction given by Customer, or because the Goods are used in a manner, for a purpose, in a country, or in connection with other goods or services, without this having been communicated to Supplier before execution of the Contract.

13.3 During the period of Supplier's warranty, Customer has the obligation to inform Supplier in writing as promptly as possible in the event that a third party claims any patent or other proprietary right or asserts any claims in or out of court with respect to the Goods or Services. Before recognising any claim advanced by a third party in or out of court, Customer shall give Supplier the opportunity to comment. At its request,

Supplier shall be given the authority to handle the negotiations or legal dispute with such third party at its own cost and responsibility. Customer shall be liable to Supplier for any damage sustained by it as a result of a culpable violation of said obligations.

13.4 Customer warrants that the use of a design provided by it or compliance with an instruction given by it will not lead to Supplier infringing any patents or other proprietary rights when performing its contractual obligations. Customer agrees to indemnify and hold Supplier harmless against any reasonable cost and damages incurred by Supplier as a result of Customer's breach of this warranty.

14. DAMAGES

14.1 Supplier shall be liable to Customer only for damage caused with intent or gross negligence. In the event of breach of material contractual obligations, Supplier shall, however, be liable for each fault of its personnel (statutory representatives, executive employees and other persons employed in the performance of its obligations) causing damage.

14.2 Except in case of intentional causation of damage by personnel of Supplier or causation of damage with gross negligence by statutory representatives or executive employees of Supplier, Supplier shall not be liable for compensation for indirect damage and, in particular, Supplier shall not be liable for compensation for loss of profit, unless such damage is covered by the protective purpose of a warranty explicitly assumed.

14.3 Except in case of intentional causation of damage by personnel of Supplier or causation of damage with gross negligence by statutory representatives or executive employees of Supplier, the liability of Supplier shall, in each case, be limited in terms of amount to the damage which is typically foreseeable in the time of conclusion of the contract.

14.4 Claims to damages which result from the violation of another's life, body or health, from the violation of a guaranty given by Supplier expressly in writing as well as damage claims under the Product Liability Act shall remain unaffected.

15. RESCISSION

A breach of Supplier which is not a defect will entitle Customer to rescind only if Supplier is responsible for such breach and if the other statutory requirements are met.

16. STATUTORY AND OTHER REGULATIONS

16.1 If the Supplier's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of Supplier's quotation of any law or any order, regulation or by-law having the force of law that shall affect the performance of Supplier's obligations under the Contract, the Contract Price and delivery period shall be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate. A price adjustment shall not be implemented if the delivery is to be carried out within 4 months after the closing of the Contract.

16.2 Unless required by applicable law, Supplier is not responsible for collecting, handling, recovery or disposal (i) of the Goods or any parts of the Goods provided that the same are regarded as "waste" according to the law, or (ii) of any objects of which the Goods or any parts of the Goods are spare parts. If Supplier is obligated to dispose of the Goods or any parts of the Goods as "waste" according to applicable law (including waste law regarding electric and electronic devices, the EU Directive 2002/96/EC (WEEE) and respective statutes in the EU Member States), Customer shall – unless prevented to so by applicable law – pay the Supplier, in addition to the Contract Price, either (i) Supplier's regular fee for the disposal of the Goods concerned, or (ii) – in the absence of any such fee of Supplier – the costs incurred by Supplier for such disposal (including any and all costs of handling, transport and use as well as a reasonable overhead charge for the disposal of such Goods).

16.3 Customer's personnel shall, whilst on Supplier's premises, comply with Supplier's applicable site regulations and Supplier's reasonable instructions, including but not limited to those relating to safety, security and electrostatic discharge.

17. SPECIAL TOOLS, JIGS, TEST RIGS, ETC.

Customer will acquire no title in any special tools, jigs, dies, moulds, patterns, test rigs, etc. developed by or for Supplier or Supplier Affiliates in connection with the Contract and Supplier and Supplier Affiliates shall be entitled to use and dispose of same in any manner they choose.

18. COMPLIANCE WITH LAWS

Customer agrees that the receipt and the use of hardware, software, Services and technologies by Customer is subject to any and all applicable laws, statutes, regulations, ordinances regarding import, export control and permits, as applicable from time to time – including, but not limited to, any such laws, statutes etc. applicable in the United States, the European Union and the jurisdictions in which Supplier and Customer have their registered office respectively or, as the case may be, from which items are supplied – as well as to the requirements of any and all permits, permissions, general licenses or exemptions from licenses related thereto. Customer shall, in no event, use, transfer, release, export or re-export the hardware, software or technology in breach of any such applicable laws, statutes, regulations, ordinances or the provisions of any licenses, permits or exemptions from licenses related thereto. Customer further undertakes not to carry out any activity exposing Supplier or any of Supplier's Affiliates to the risk of penalty under the laws, statutes or regulations of any jurisdiction prohibiting improper payments, including, but not limited to, bribes to officials of any government, authority, institution or any subdivision thereof, or political parties or officials of political parties or candidates for public offices, or staff members of customers or suppliers. Customer undertakes to comply with any and all legal, ethic and other provisions applicable from time to time.

19. SUPPLEMENTARY TERMS AND CONDITIONS

If the Goods comprise a control system, Supplier's Supplementary Terms and Conditions Applicable to the Supply of Control Systems and Related Services shall exclusively apply to the control system and related services with priority. If the Goods are to be used in any nuclear application (including without limitation any nuclear power generation facility), Customer shall execute Supplier's Nuclear Liability Indemnity Form. Such Supplementary Terms and Conditions and Indemnity shall take precedence over these Standard Terms and Conditions of Sale; copies are available from Supplier upon request.

20. MISCELLANEOUS

20.1 If the Contract is subject to the provisions of the German Civil Code on "contracts for works and services" (Werkverträge), Customer may cancel the Contract in respect of any or all of the Goods or Services provided that Customer gives Supplier reasonable advance written notice of such cancellation and reimburses Supplier for all losses (including but not limited to the loss of anticipated profits), damages, costs and expenses arising from such cancellation.

20.2 No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20.3 If any clause, sub-clause or other provision of the Contract is invalid or unenforceable, this shall not affect the validity of the remainder of the Contract. Should one of the clauses be invalid or unenforceable, the parties obligate themselves to replace the invalid or unenforceable clause by such a clause which comes closest to the intended economic purpose of the invalid clause.

20.4 Customer shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Supplier.

20.5 THE GOODS AND SERVICES SOLD OR SUPPLIED HEREUNDER ARE NOT SOLD, OR INTENDED, FOR USE FOR ANY NUCLEAR OR RELATED APPLICATIONS. Customer (i) accepts the Goods and Services subject to the preceding restriction, (ii) undertakes to impose such restriction in writing on all later purchasers and users and (iii) undertakes to indemnify, defend and hold Supplier and Supplier's Affiliates harmless from and

against any and all claims, losses, liabilities, actions, judgments and damage claims – including incidental damages and consequential damages – as a result of use of the Goods or Services for any nuclear or related application, whether based on tort, contract or on any other basis, including any allegation that Supplier's liability is based on negligence or strict liability.

20.6 The Contract shall be construed in accordance with the laws of the Federal Republic of Germany excluding, however, any effect on such laws of the 1980 Vienna Convention on Contracts for the International Sale of Goods. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the Munich courts. Customer however, Supplier is entitled to sue Customer in the court of Customer's residence as well.

20.7 The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.