

General Terms and Conditions of Business **mb-microtec ag (mb-microtec ag)**

Valid with effect of March 19th 2013

1. Preamble

1.0 These general terms and conditions of business regulate the contractual relationship between mb-microtec ag and its clients. The client shall accept these terms and conditions of business upon conclusion of a contract, as being a component of the contract (for example through transmission of an order) if nothing other has been agreed. Upon application to a specified contract any amendment or deviations to the general terms and conditions of business require the written form. The goods to be delivered in accordance to the general terms and conditions of business are referred to as "delivery items" in the following. Hereby, the descriptions GTLS "Gaseous Tritium Light Source" and trivalight® are used in synonym, whereby trivalight® describes GTLS exclusively manufactured by mb-microtec (own brand). Delivery items not specifically sold under the trivalight® product name can come from other manufacturers. When referring to "in writing" in these general terms and conditions of business this means: by means of the written word, that is signed by both parties, or by means of a letter, fax, email or other form agreed by the parties.

2. List of Services and Product Information

2.0 mb-microtec ag manufactures the so-called OEM GTLS (Gaseous Tritium Light Sources) and sells these globally under the branch name trivalight® to manufacturers of instruments of all kinds. The information provided in the general product documentation and price lists – available electronically or in another form are binding only to the extent that the contract specifically refers to them.

2.1 Products may be changed at any time by mb-microtec ag. It also remains reserves that mb-microtec ag may increase its service offers.

3. Drawings and Descriptions

3.0 If one party provides the other party with drawing and technical documents on the delivery items or their manufacture before or after conclusion of the contract, these shall remain the property of the party providing them.

3.1 If one party receives drawing, technical documents or other technical information, it may not use these for any other purpose than the one intended without the agreement of the other party; that is to say it may not use these for other projects, copy them, reproduce them, pass them on or make then known to any third parties.

4. Delivery, Risk Transfer

4.0 If nothing other has been agreed in the contracts, all deliveries comply with IATA/SDR DGR (dangerous goods) under the description of "UN2911, radio-active materials, Category 7, released package, item"

4.1 The agreed delivery clauses shall be designed to comply with the INCOTERMS 2010, valid at the time of conclusion of the contract. On lack of a particular delivery clause in the contract the delivery items are deemed to be supplied "ex works", (EXW Niederwangen Incoterms 2010), that is to say the clients shall collect the delivery items from mb-microtec ag and the risk transfers at the time of collection. If mb-microtec ag is obliged on demand of the client in the case of an EXW-delivery to deliver the delivery items at his place of work, the risk shall transfer by latest the time at which the first shipper takes on the delivery items.

4.2 We reserve the right to invoice according to expenditure for export services in the name of the client.

5. Delivery Terms, Delays

5.0 mb-microtec ag is responsible for the careful provision of the agreed services to its clients in accordance with the contract. If mb-microtec ag envisages that the delivery items will not be delivered within the delivery term, it must inform the client in writing immediately, and let the client know the reasons for this as well as naming a new delivery date as far as possible.

5.1 Partial deliveries are permitted if no agreement specifying otherwise has been made, insofar as the client has not exclusively forbidden this in writing.

5.2 If the delivery is delayed by one of the circumstances mentioned in paragraph 5.0, or owing to actions or omissions by the client, which also includes stopping services pursuant to paragraph 7.1, then a delay in the delivery time shall be granted in accordance with the circumstances. This clause shall apply independently of whether the reason for the delay occurs before or after the agreed delivery term.

5.4 The delivery dates mentioned in the order are only valid at the time of the issue of the order.

5.5 In order to exclude delays in the delivery term where possible, the client shall prepare any vendor parts in agreement with mb-microtec ag, Production Planning on conclusion of the contract, or at least 40 working days before the delivery date at the Niederwangen premises. The quality of the vendor parts should be such that they can be assembled/used without further controls or processes.

5.6 Claims against mb-microtec ag with regard to delays are excluded, insofar as no negligence on the part of mb-microtec ag can be proven. Any further liability is excluded.

5.7 If the client envisages that it will be impossible for him to accept the delivery items in the delivery term, he must inform mb-microtec ag in writing immediately, and let mb-microtec ag

know the reasons for this as well as naming a new date when he can accept the delivery as far as possible.

5.8 If the client does not accept the delivery on the delivery date, he shall still pay the price due at the time of delivery, as though the delivery had taken place. mb-microtec ag shall arrange the storage of the delivery items for the cost and risk of the client. In case of any damage or deterioration of the delivery items owing to the delay caused by the client, mb-microtec ag shall only be liable for gross negligence. If the client requires mb microtec ag shall insure the delivery items for the account of the client.

5.9 If the lack of acceptance by the client is not based on circumstances as set forth in paragraph 5.0, mb-microtec ag may demand in writing that the client shall accept the delivery within an appropriate final deadline. If the client for a reason not attributable to mb-microtec ag does not accept a delivery within such a deadline, mb-microtec ag may in writing withdraw entirely or partially from the contract, mb-microtec ag has a claim on any damages caused by the delay of the client. The amount of the compensation may not exceed the purchase price, for the part of the delivery items that have caused the cancellation of the purchase contract. The client shall pay any disposal costs caused by the lack of acceptance of the delivery.

5.10 As the delivery items concern dangerous goods of category 7, the client must in each case be aware of the import conditions in his country. He must ensure that he has the necessary licenses and documents for acceptance of the delivery. In case of a lack of acceptance owing to problems as set for in paragraph 5.2, mb-microtec ag, based on paragraph 5.9, may withdraw from the contract.

6. Pricing

6.0 Invoicing takes place with the prices and in the currencies offered at the time of the order. The client can at any time request an offer from mb-microtec ag. Product catalogues are published for

information and contain no binding offers. All price information is exclusive of VAT and further expenses.

6.1 mb-microtec ag reserves the right to start manufacture of the delivery items only after full payment of the order. Any delays in the delivery term by the client are for the account of the client.

6.2 Any delivery costs are not included in the sales prices.

6.3 If the client contract mb-microtec ag with the export and dispatch formalities, this expenditure is payable as a separate service.

7. Payment

7.0 On lack of any different agreement 100% of the purchase price (in CHF) is payable in advance on conclusion of the contract.

7.1 Regardless of the payment method used payment is only deemed to have been made when the entire invoice sum is credited to the account of mb-microtec ag irrevocably, in the full amount and in the correct currency.

7.2 The invoice sums are payable within the prescribed payment deadlines. In cases of delayed payment mb-microtec ag can stop the performance of its contractual services following written information to the client until receipt of the payment, or cancel the contract without notice and without compensation, as well as invoicing for a market rate of delay interest and, if applicable any expenses incurred.

8. Liability for Defects

8.0 mb-microtec ag guarantees all trivalight® brand products for a period of 10 years from the date of sale, against any defects as a result of the materials or in the manufacture of the delivery items. Products having a "GTLS" label are guaranteed for a period of 3 years.

8.1 If a defect on the delivery item is removed, mb-microtec ag guarantees the item for a year against the same defect recurring in the same place, however by latest to the end of the guarantee term pursuant to paragraph 8.0.

8.2 The client must warn mb-microtec ag in writing immediately on discovery of a defect. Such a warning must in any case be made within 5 days of receipt of the delivery item. The warning shall describe the defect, whereby the item and delivery lot shall be mentioned.

8.3 Following receipt of the warning MB-microtec ag is obliged to remove the defect within an appropriate deadline.

8.4 Insofar as nothing other is agreed the necessary transport of the delivery item and/or the parts of the delivery item to mb-microtec ag in connection with the removal of defects, under guarantee by mb-microtec ag, shall be for the account and at the risk of the client. The transport of the delivery item to the client after removal of the defect is for the account of and at the risk of mb-microtec ag.

8.5 mb-microtec ag is expressly not liable for defects, which are based on materials added by the client or on a construction prescribed. It is not liable for damages as a result of incorrect use or incorrect assembly of the delivery items.

8.6 Losses in light intensity which correspond with the normal drop in light intensity of GTLS products or can be allocated to the half-life period of the tritium, are excluded from all claims.

8.7 Heterogeneous or also so-called "Laser stripes" form no right to guarantee claims, unless the optical quality was expressly specified by the client in writing up conclusion of the contract.

8.8 The optical quality of the delivery items is deemed acceptable if no optical defects can be seen at a distance of 30 cm from the observer's eyes, in daylight and within 3 seconds of observation. This shall also apply to the light intensity, whereby the observation must be made in absolute darkness and eyes that are fully adapted.

8.7 subject to the conditions pursuant to paragraphs 8.0 to 8.6, the supplier is not liable for defects. This shall apply to any damages caused by the defect such as lost profits and other indirect damages. The liability limitation of mb-microtec ag

shall not apply in cases of gross negligence pursuant to paragraph 5.6.

9. Physical Condition of the Delivery Item

9.0 All delivery items are, unless something other has been agreed or specified, manufactured pursuant to the norms of mb-microtec ag and the standards of the GTLS industry.

9.1 Activeness and brightness: If the client specifies the levels of activity and brightness, then this activeness shall be the main criterion of manufacture. In this case it can entail brightness or interior pressure deviations in the delivery item.

Official SI unit of the activity information is the Becquerel [Bq]. The activeness tolerances of the delivery items are as follows

< 1GBq/delivery item +/-20% of the activeness

> 1GBq/delivery item +/-10% of the activeness

9.2 Colour: mb-microtec ag reserves the right to deviate from colour values, if these have not been explicitly specified by the client before conclusion of the contract

9.3 Dimensions: insofar as nothing other is specified by the client tolerances according to the drawing of mb-microtec ag shall apply.

9.4 Specification: trivalight® with dimension smaller or at 0.99mm apply as so-called trivalight watch components. trivalight® with dimension of ≥1,00mm apply as trivalight sources. The latter also includes all bench made trivalight® (GTLS shell moulds).

10. QA tests

10.0 The delivery item is manufactured pursuant to the ANSI N43.4-2005 (N540) standard and complies with the general requirements of this GTLS specification. More extensive tests shall be specified by the client prior to conclusion of the contract. mb-microtec ag reserves the right to carry out the quality testing as a sample test.

10.1 The sampling for these tests takes place pursuant to the MIL-STD-1916 Version 1996 IAW table II, VLIII

10.2 The calibration of the testing instruments is pursuant to ANSI/ NCSL Z 540.1-1994 (R2002) or ANSI/ISO/ASQ Q1002-2003

10.3 Leakage rate: mb-microtec ag guarantees that a delivery item will have a leakage rate of no higher than 1'850Bq/24h for trivalight® sources or trivalight watch components/ inserts respectively 185Bq/24h for so-called trivalight® "bench made" delivery items. Different leakage rates shall be defined by the client before conclusion of the contract.

10.4 Each trivalight® is tested for leak tightness by means of leak scintillation before packing pursuant to paragraph 10.3. The testing time is 24 hours. The testing time can be decreased to a minimum of 3 hours, whereby the result with a shorter testing time than 24hours has to be extrapolated by calculation.

10.5 All measurement results are archived for 10 years and may be viewed by the client if desired. Viewing the data may include some processing work, which shall be for the account of the client.

11. Liability for Damages caused by the Delivery Item

11.0 The liability of mb-microtec ag for material damages caused by the delivery item following successful delivery, and already in the possession of the client, is excluded insofar as legally permitted. Furthermore, mb-microtec ag has no liability of any kind for damages as a result of products manufactured by the client or of good that contain a product manufactured by the client.

11.1 If mb-microtec ag is drawn upon for liability for damage caused by the delivery item in the sense of the preceding paragraph, the client shall indemnify mb-microtec ag, defend it and hold it harmless, insofar as this complies with the regulation in paragraph 11.0.

11.2 If a third party applies a claim as described in this paragraph, that party shall immediately inform the other party of this in writing.

11.3 mb-microtec ag and the client are obliged to take out a summons from a court of law or an arbitration court, which will investigate the damage compensation claims against one of the parties owing to the damage supposedly caused by the delivery item.

12. Forces Majeures

12.0 Each party is entitled to suspend performance of its contractual obligations to the extent that the following circumstances make it impossible or unreasonably onerous: industrial disputes, law and regulation revisions regarding radiation protection legislation and all the circumstances independent of the will of the parties such as fire, floods, earthquakes and other natural disasters; war, mobilisation, insurrection, requisition, seizure, embargo, restrictions on energy consumption, bankruptcy of the client or mb-microtec ag, and defects or delays in deliveries by sub-contractors on grounds of the circumstances described in this paragraph.

12.1 The party pleading the forces majeures must immediately inform the other party in writing of the start and the end of such circumstances.

13. Foreseeable Non-Fulfilment

13.0 Regardless of all conditions set forth in these general terms and conditions of business, each party has the right to suspend performance of its obligations, where it is clear from the circumstances that the other party will not be able to perform its obligations. A party suspending its obligations must inform the other party of this immediately in writing.

14. Consequential Loss

14.0 Except as otherwise provided for in these general terms and conditions of business, the liability of either party towards the other party for loss of profits, loss of use, loss of contracts or for any other consequential or indirect damages is excluded if no gross negligence is involved.

15. Data Protection

15.0 The customer agrees that mb-microtec ag collects data in connection with the business activity, and stores and processes this data. mb-microtec ag will not pass any not anonymous statistical data to third parties without the consent of the client.

16. Amendments to the General Terms and Conditions of Business

16.0 mb-microtec ag reserves the right to amend the general terms and conditions of business at any time.

17. Court of Jurisdiction and applicable Law

17.0 Exclusively Swiss law is applicable to all disputes between mb microtec ag and its clients in connection with or arising from this contract.

17.1. All disputes in connection with or arising from this contract between mb-microtec ag and its clients shall be finally decided under the arbitration rules of the Chamber of Commerce in Bern by one or more arbitrators, who is/shall be appointed pursuant to this order.

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