

GENERAL TERMS AND CONDITIONS OF ALGRA TEC AG

These conditions are included under the name of 'ALGRA'.

1. PRICES

Prices given are net ex works. All other costs, i.e. postage, freight, packaging and insurance costs, as well as duties and taxes are not included in the price and shall be borne by the Buyer. Contrary price conditions are not valid unless agreed upon in writing.

Due to strongly varying costs in the procurement of components, we reserve the right to make temporary price adjustments at short notice

2. PAYMENT TERMS AND RETENTION OF TITLE

2.1 Invoices must be paid net within 30 days from the date of invoice. Contrary payment terms are not valid unless agreed upon in writing.

2.2 ALGRA remains the owner of the delivered products until the full amount of the purchase price has been paid in accordance with the terms of this agreement.

3. DELIVERY TERMS

3.1 Compliance with the delivery date requires prior performance by the Buyer of his obligations under this agreement.

3.2 Failure to deliver in accordance with the terms of this agreement does not entitle the Buyer to cancel the agreement, refuse acceptance of the delivery and/or claim any damages.

4. TOOLS, BLOCKS, PHOTOGRAPHIC PRODUCTS

Tools, blocks and photographic products remain the property of ALGRA and will be stored in adequate conditions. Storage time: 5 years after last use.

5. INTELLECTUAL PROPERTY RIGHTS

The authorization for the use of models subject to intellectual property rights is the sole responsibility of the Buyer. Claims of third parties arising out of or in connection with the unauthorized use or breach of intellectual property rights, especially copyrights, shall be the responsibility of the Buyer, and the Buyer agrees to defend and hold ALGRA harmless against any such claims.

6. DEFECTS AND WARRANTIES

6.1 The Buyer shall inspect all deliveries immediately upon receipt and notify ALGRA of any defects in writing within 10 days of receipt. The ALGRA surface specifications do apply. Variations are not valid unless agreed upon in writing.

6.2 ALGRA's warranty will last for 24 months from the delivery of the goods. Warranty claims can only be brought by the Buyer if the Buyer has fulfilled his contractual obligations, in particular his payment obligations. The Buyer's warranty claims will expire prematurely if the Buyer or third parties make changes, or carry out repairs, to the products delivered or if, in the event that a defect has become apparent, the Buyer does not immediately take all action required to minimise damage and give ALGRA the opportunity to remove the defect.

6.3 ALGRA undertakes, when requested to do so in writing by the Buyer, to repair or replace, at its choice, as quickly as possible, all parts of the products delivered which demonstrably become damaged or unusable owing to poor materials or defects in design or workmanship, until the end of the warranty period, or else to refund the proportion of the purchase price which corresponds to these parts. The cost of disassembly, transport and reassembly will be borne by the Buyer. Parts which have been replaced will become the property of ALGRA.

6.4 The warranty and liability do not extend to damage which has not demonstrably resulted from poor materials or defects in design or workmanship, but is due, for instance, to natural wear and tear, incorrect storage or handling, defective maintenance, failure to comply with operating instructions, excessive load, use of inappropriate resources, chemical or electrical influences, installation work not carried out by ALGRA, or other factors for which ALGRA is not responsible.

6.5 Products with defects will be replaced by ALGRA free of charge. ALGRA disclaims any further warranties and declines any further liability; especially liabilities for consequential damages. Claims for reduction of the purchase price or rescission of the agreement are excluded.

7. TOLERANCES FOR QUANTITY VARIATION IN DELIVERY

ALGRA reserves the right to deliver the products with a variation of up to 10% in the quantity agreed upon. The invoice will reflect this variation.

8. INCORPORATION OF OTHER PRODUCTS INTO ALGRA PRODUCTS

ALGRA declines any liability for the incorporation or the consequences of the incorporation of products owned or produced by the Buyer into products of ALGRA.

9. PLACE OF JURISDICTION

9.1 **Place of jurisdiction for any dispute arising out of or in connection with this agreement as well as place of performance for the Buyer shall be Merenschwand/Switzerland.** ALGRA, however, may bring any actions against the Buyer before any other competent courts.

9.2 This contract shall be governed by Swiss law.

9.3 Contradictory provisions are only valid with the written approval of both parts.