1. Contract

No contract shall be deemed to exist and no order shall be deemed valid unless and until acceptance shall have been confirmed by seller in writing or by conclusive action (e.g. the immediate delivery of the goods ordered).

2. Extent of Delivery

Seller's confirmation of order and invoice shall determine the extent of the order and performance of delivery.

In the interest of purchase, seller hereby reserves the right to make any modifications, which result from technical development or design changes. Information and illustrations in publications and technical documents such as specifications, drawings, illustrations, brochures, etc. are not binding and are subject to change without notice.

3. Technical Documents

All technical documents shall remain seller's copyright and be returned to him on demand. They shall not be copied in any form nor made available to third parties without seller's prior written agreement. They shall not be used for the manufacture of instruments, equipment or spare parts. They shall be used for purposes of erection, maintenance and operation only insofar as they shall have been designed therefor by seller.

4. Legal Requirements at Destination

At the time of ordering, purchaser shall bring to seller's attention all local laws, regulations and other legal requirements which may apply to the delivery, installation and operation of seller's instruments and equipment together with any such relating to sickness and accident prevention. Seller shall supply protective equipment if such supply shall have been agreed in writing.

5. Prices

5.1 Unless otherwise specified or agreed, all prices shall be deemed to be net ex-works without packaging. All other costs, e.g. for freight insurance, permits for export transit import and/or any others and for certificates shall be at purchaser's charge. Taxes, fees, customs duties and other charges of any kind shall be borne by purchaser.

5.2 Any cost increases due to changes in the general

6. Conditions of Payment

6.1 Payment shall be made in accordance with conditions stated in seller's quotation(s) and/or confirmation of order.

6.2 Payment shall be made by purchaser without any deduction (e.g. discounts, expenses, taxes, fees).

6.3 The date(s) for payment shall be binding, even if transport delivery or acceptance of the goods or services shall be delayed or made impossible by circumstances beyond seller's control and not attributable to seller. Deductions from payments due or any retention or delay in effecting payment shall not be permissible on the grounds of complaints or claims made by purchaser, nor on account of any counter-claims(s) made by purchaser and not accepted in writing by seller. Payments shall be effected punctually even if consequential work shall be found necessary to any of the goods delivered.

6.4 In the event of any delay in receiving payment, seller shall be entitled to charge interest as from the date on which payment shall have been due. The payment of such interest shall not modify purchaser's contractual obligations regarding payment of the principal.

6.5 In the event that purchaser shall fall in arrears with regards to any payment or that other circumstances shall come to seller's knowledge which shall make purchaser's creditworthiness questionable, all and any payments shall become immediately due. At the same time, any credit facilities, which may have been accorded to purchaser for any current orders, shall become null and void. In such cases, seller shall have the right to withhold delivery or to rescind the contract.

6.6 For instruments and products manufactured in accordance with purchaser's requirements, advanced payments(s) may be required or instalments paid in accordance with special conditions agreed between the parties.

7. Delivery Period and Delivery

7.1 As far as possible within the limits of seller's production capacity, deliveries shall be effected as stated in seller's quotation, and/or confirmation of order, or otherwise according to availability which, however, remains reserved. Notwithstanding written confirmation of delivery period, etc. no binding commitment shall be deemed to exist to effect delivery by a certain date.

7.2 Seller reserves the right to effect partial delivery except where otherwise specifically agreed to the contrary at the time of ordering.
And receive payment for the goods at the prices applicable

price situation caused by circumstances beyond seller's control shall entitle seller to invoice at the time of delivery.

7.3 Provided that all formalities have been completed, import and exchange control permits obtained by purchaser and all technical questions clarified, the delivery period shall commence immediately upon acceptance of an order. The delivery period shall be extended in any of the following events:
(a) If any event of Force Majeure including fire and/or explosion and/or strike, etc., and/or other unforeseen circumstances shall arise affecting seller or seller's suppliers. In such an event, seller reserves the right under exclusion of any claims by purchaser to extend the delivery period to withdraw from the contract.
(b) If purchaser shall fall in arrears in fulfilling his contractual obligations, in particular if purchaser shall fail to conform punctually to the conditions of payment. Where payment is to be made by letter of credit, such payment shall as a rule be received by seller at least two months before delivery shall be to be effected.
(c) If purchaser shall inform seller subsequently to seller's confirmation and acceptance of purchaser's order of modifications required by purchaser, and if these can be accepted by seller only subject to an extended delivery period.

7.4 The delivery period shall be deemed to have been met if the goods are ready for dispatch but cannot be despatched for reasons beyond seller's control and not attributable to seller.

7.5 Delayed delivery shall not constitute a valid claim by purchaser for any penalty, liquidated and ascertained damages or for rescinding the contract.

8. Retention of Title Grant of Security Interest

8.1 Until full payment shall have been received by seller, the goods shall not be pledged, sold, managed, or given as security and/or otherwise charged with the rights of any third parties; except upon the sale in the normal course of business, purchaser hereby assigns to seller purchaser's rights to outstanding claim. Until payment in full shall have been received by seller, purchaser hereby agrees to segregate and/or otherwise conspicuously identify the goods as the seller's property or subject to the seller's security interest.

8.2 While seller may title or may be granted a security interest in the goods delivered, purchaser shall maintain the same at purchaser's expense and shall Name seller as insured and shall assign to seller his rights against the insurer. Purchaser shall assist and cooperate with the seller in all and any measures necessary to protect and secure seller's property, in particular in signing financial statements and otherwise completing the formalities which may be required to secure and file the retention of title and security interest.

8.3 In the event of purchaser's delay in payment or of non-payment, or his failure to perform any obligation hereunder, bankruptcy, re-organization, insolvency, assignment for the benefit of creditors or, if seller in good faith shall believe that seller's security is inadequate or the prospect for repayment is insecure, all amounts owed to seller shall become immediately due and payable and seller shall have all the proprietary rights of owner or secured party (as the case may be) including the rights to terminate this contract to enter purchaser's premises and retake and resell the goods and, if applicable, to contact account debtors and require that payment be directly to seller.

9. Packing Materials

Packing Materials are charged at cost and non-refundable.

10. Possession and Risk

10.1 Possession and use of the goods and risk for the same shall pass to purchaser not later than at time of dispatch from the factory, even if delivery shall be free, CIF, FOB, or similar, or if the order shall include installation. If delivery is delayed or made impossible for reasons not attributable to seller, purchaser shall be notified and the goods stored at purchaser's risk and charge.

10.2 Unless expressly otherwise agreed, dispatch shall be at purchaser's charge. In the absence of any specific instructions to the contrary, seller shall, at seller's sole discretion, choose the means of transport and route which appear to seller as the most favourable.

11. Insurance

11.1 Unless expressly otherwise agreed, seller shall insure shipments against the usual transport risks at purchaser's cost. Damage to or loss of goods shall be reported to seller by purchaser by means of the usual average certificate immediately upon taking delivery of

insure them adequately against theft, loss, destruction or damage and shall render proof on demand of such insurance. Purchaser shall damage or irregularities which may be observed without unpacking shall be certified by the railways, airlines, postal authorities or the driver of the vehicle making the delivery immediately on taking delivery of the goods. The extent and probable cause of the damage shall be stated in such certificate, and the purchaser shall refuse acceptance of the consignment if this information is not stated.

11.3 Purchaser shall unpack the goods found during unpacking, the goods shall be left in the packing and in the state in which they shall have been found, and immediately after discovery of the damage, the competent transport firm shall be notified both verbally and in writing (by registered post) and called upon to assess and be made responsible for the damage.

12. Complaints Regarding Defects and Acceptance of Delivery

12.1 Purchaser shall notify seller in writing of any defect within ten (10) days of receipt of goods. Failure to do so shall signify acceptance of the consignment. If the consignment shall be found on acceptance not to be in accordance with the contract, purchaser shall immediately give seller the opportunity to make good the defects within a reasonable time. Purchaser shall have no valid claim whatsoever on account of defective goods and, in particular, for compensation and/or rescission of the contract.

12.2 No complaints on account of wrong delivery or wrong quantities shall be considered unless made in writing immediately upon discovery.

13. Warranty

No alteration or addition shall be made without seller's written approval to the following warranty provisions:

13.1 At purchaser's written request during the warranty period, seller shall eliminate malfunctions within a reasonable time insofar as these malfunctions shall be ascertainably due to poor materials, inadequate design and/or defective construction or workmanship. Defective parts and/or components, which shall have become unserviceable shall be repaired or replaced at seller's sole discretion. Purchaser's remedies for defective goods shall be limited solely to repair or replacement as described in clause 13. Any parts replaced shall become the seller's property.

the goods.

11.2 In the event of transport damage, the general instructions of the insurer must be observed. Any parts, return shipment of parts including packing and insurance and inclusive of labour and costs of seller's service staff (travelling time, travelling expenses, board and lodging, etc.) during the warranty period.

13.5 Transport damage and defective non-durable items such as batteries, lamps, bulbs and fuses and subsequent adjustment made in accordance with the instruction manuals shall not fall within the scope of the warranty.

13.6 Seller shall not be responsible for performing any service under warranty while purchaser shall be in arrears in fulfilling his contractual obligations.

13.7 The place of performance of the work under warranty shall be Kitchener, Ontario, Canada or the nearest authorized service workshop. For fixed equipment, the place of performance for work under warranty shall be the site of the installed equipment.

13.8 No warranties are granted, either express or implied, except for the express warranty set forth above. The goods shall not be deemed to be subject to any implied warranties of merchantability or fitness for a particular purpose. The express warranty shall be in lieu of all liabilities or obligations for damages including (but not limited to) incidental or consequential damages arising out of or in connection with the use of the goods or performance of any service under the contract. No person shall have authority to make any representations or warranties with regard to the goods, either orally or in writing other than the warranties expressly given herein, and the seller shall not be bound by such other representations or warranties. All other claims by purchaser on the grounds of inadequate delivery, repair or replacement in accordance with clause 13.1 and, in particular, for compensation and/or cancellation of contract, are hereby expressly excluded.

14. Returns

14.1 Purchaser shall give prior notice of any intended return of goods and such return shall be subject to seller's decision regarding acceptance. The mere acceptance of returned goods shall not signify the recognition of any obligation by seller to accept the same. Goods returned to seller without seller's prior agreement shall be liable to be returned to purchaser who shall bear any costs arising therefrom

14.2 The warranty shall cover only the replacement or repair free of charge defective

14.3 The warranty period shall take effect on date of shipment and shall amount to 12 months.

14.4 Seller shall not be liable for damage due to normal wear and tear, improper use, inadequate maintenance, disregard of operating instructions, subjection to excessive stresses and other causes beyond seller's control and not attributable to seller. Moreover, seller's liability shall lapse if purchaser or any other unauthorized third party carry our repairs or modifications without seller's prior agreement in writing.

15. Repairs

The price for repairs and modifications shall apply ex works or the nearest service workshop, excluding the cost of packing, carriage, insurance, etc. In all other respects, the present General Conditions of Sale and Delivery shall apply mutatis mutandis

16. Right of Cancellation

In the event of unauthorized sale of goods to others, suspension of payment, initiation of judicial processes for accommodation with creditors or bankruptcy, or in the event of voluntary or forced liquidation or the transfer of purchaser's business and without affecting any more extensive rights of the seller, seller shall be entitled to cease and desist from any further deliveries without regard to any orders still due, current or pending with seller.

17. Place of Performance

The place of performance for executing delivery shall be Kitchener, Ontario.

18. Limitation of Liability

18.1 Seller shall be responsible for delivery according to contract only within the limits of his obligations under warranty and as otherwise expressly set forth herein. Any liability for direct or indirect loss or damage (notably but not exclusively loss of profits and claims by third parties) which may arise as a result of non-fulfilment of seller's contractual obligations and/or cessation of production of any product(s) and/or component(s) to be supplied by seller is hereby expressly excluded. In no event shall seller be liable for incidental or consequential damages even if seller shall have been given notice

14.2 The acceptance of goods returned for reasons other than formal commitments or the exercise of rights shall at all times be excluded in the case of goods manufactured at purchaser's request and not conforming with the standard production. The same shall apply to goods that have been modified, that are no longer in a brand new condition or have been delivered ex works more than four months prior to such return.

20. Validity

20.1 The above General Conditions of Sale and delivery shall apply exclusively even if purchaser shall not specifically refer to them or if purchaser shall draw attention to his own Conditions of Purchase. Any declaration agreement and/or acceptance of any kind of variance with these General Conditions of Sale and Delivery shall be binding upon seller only if and inasmuch as they shall have been expressly confirmed by seller in writing. These General Conditions of Sale and Delivery shall be deemed to be the final expression of agreement between the parties and to constitute the complete and exclusive statement of the terms of such agreement.

20.2 In the event that the present Conditions of Sale and Delivery shall prove to be wholly or partly invalid and/or enforceable, or be made wholly or partly invalid and/or unenforceable, or their observation prejudiced or restricted under any existing or future law(s), decree(s), and/or measures by government or other authorities, or by any changes or amendments thereto, the parties shall notify each other immediately and consider together how the spirit and intent of these conditions can be satisfied in light of the new circumstances.

20.3 The parties hereby undertake to replace any provisions hereof which may be or become invalid by others which shall correspond to the requirements of the law in force at the time and whose economic effect shall be as nearly as possible the same as that of the provisions they replace.

20.4 The invalidity or unenforceability of any provision(s) of these General Conditions of Sale and Delivery shall not in any event affect the validity of these Conditions as a whole

of the possibility of such damages being claimed

19. Applicable Law and Jurisdiction

This contract shall be governed by and construed according to the laws of Ontario, Canada and purchaser hereby expressly consents to the jurisdiction of the courts of Ontario. The parties hereto agree that the courts having jurisdiction at sellers registered offices shall be competent to resolve any disputes and retain exclusive jurisdiction with regard to any claims arising out of or in connection with any sales and or/delivery made or to be made by seller, except that seller shall have the right to pursue any such claims in any court in purchaser's country. Notwithstanding the foregoing, any judgement entered by a court of Ontario shall be enforceable in purchaser's country and seller reserves the right to call upon the courts having jurisdictions in purchaser's country to enforce any such judgement