



General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase pertain to all purchases from Gorba, AG, 9245 Oberbueren, Switzerland and Gorba GORBA GmbH, 30175 Hanover, Germany, to be designated as the "buyer" in the following document. Upon completion of an order, the supplier recognizes these conditions as the sole valid basis of contract. Delivery conditions of the supplier apply only when they have been accepted in writing by the buyer. Section 10 of these Terms and Conditions also applies to non-completed conclusions of contract.

1. Requests - Quotes

Through a request, the supplier is asked to submit a quote. Quotes, consulting, demonstrations, technical documents, and sample devices are cost-free for the buyer, as long as no other agreement has been made in writing. The supplier provides a quote in written or electronic form. The quote is valid for three months after receipt as long as no other time limit is specified.

2. Orders

Orders are placed in written form via fax, letter, or electronically. The order shall be confirmed by the supplier within three days; failing this, it will be considered as accepted. Within reason, the buyer may ask for modifications in the execution and construction of the ordered items. Any changes in cost will be taken into consideration.

In absence of alternate agreements, upon order, the supplier will prepare and store the ordered quantity by the agreed upon date. Delivery will occur upon request of the buyer. Timeframes, appointments, and lot sizes will be agreed upon in written form.

3. Subcontracting

Unless otherwise agreed, the supplier has the right to partially or completely subcontract the order. However, in all circumstances, the supplier is fully responsible for the services provided by the subcontractor.

4. Provision of Materials

Materials, molds, tools, etc., delivered in conjunction with the order will remain property of the buyer. Packaging materials or waste may be returned upon request.

5. Prices

Unless otherwise agreed, the prices listed in the supplier's quote will be considered as fixed prices and will be binding for the entire ordered quantity. Furthermore, these prices are understood to be net prices including transport, but not including value added tax (VAT). Additional costs for import, export, permits, certifications, freight charges, taxes, fees, customs fees, etc. should be specifically designated. For quotes without fixed pricing, the buyer has the right to ask to see the item by item calculation of the invoice and request an appropriate fixed price based on what is customary in the market for that product.

6. Delivery Time and Delay Consequences

The agreed upon delivery dates are understood to be the date on which the materials arrive at the buyer's address or the date by which the service to the buyer has been completed and the completed product is available to the buyer. The necessary delivery time is to be taken into consideration by the supplier in order to ensure punctual arrival of the goods. If delivery delays are anticipated, the supplier will notify the buyer immediately. In cases of delivery delay without notification of the buyer, the buyer maintains the right to cancel the order within 10 work days. If the agreed upon delivery date is missed, the supplier will receive a written warning from the buyer giving formal notice of default and providing an appropriate time limit for the deferred completion of the order. If the new time limit is not upheld, the buyer can immediately cancel the order and



the contract or apply for compensation due to damages caused by the unfulfilled contract. Written agreement from the buyer is required for partial or early deliveries.

7. Delivery, Packaging, Transport

Shipping instructions according to Incoterms 2000 are listed on the ordering form. The transfer of use and risks takes place at the point of transfer in the agreed upon shipping instructions. In the case that

the shipping instructions are not specified, the supplier shall adhere to the "DDP Domicile of the Buyer" regulations. If the buyer has taken responsibility to partially or completely carry out the transport, the freight carrier designated by the buyer is to be incorporated. If not, the buyer has the right to charge the supplier for the accrued transport costs. For an orderly course of business, every delivery should be accompanied by the necessary documents such as packing slips, receipts, etc. clearly designated with our order number. The supplier is responsible for orderly packaging that protects the goods from damage. The supplier is responsible for damages caused by insufficient packaging.

8. Acceptance and Guarantee

The delivery will be inspected as soon as an orderly transaction allows, at the latest within 10 days. The delivery will be accepted if it adheres to the specifications of the order. Goods with hidden deficits discovered during initial start up or use may be rejected. In case of defective goods, the buyer has the choice of having the defect rectified free of charge, an accordingly appropriate reduction in cost, withdrawal from contract with suitable compensation, or a replacement delivery. The buyer maintains the right to charge the supplier for follow-up costs such as installation and de-installation, technical examinations, delivery delays, damage of other components, etc. that occur as a result of deficiencies. The supplier is responsible for any defects that occur through use or operation and to ensure that the goods perform as expected for the 24 month period after initial operation, with or without timely notification of defect. The supplier will then waive objections to the delayed defect notification. The product must meet the expectations set by the relevant laws and regulations for the place of action as well as the recognized safety regulations for that technology. If unsure, the supplier shall ask the buyer for the place of action.

9. Payment

The agreed upon payment period will begin with receipt of the invoice or, in case later, with the date of the receipt of the goods. In cases in which no agreement was made, 60 days in total will be allowed for payment.

10. Copyrights, Patent and Brand Rights, Confidentiality

Patent and trademark rights as well as knowhow and practical experiential knowledge as documented in plans, diagrams, models, molds, tools, software, etc. remain property of the buyer. It is forbidden for the supplier to reproduce documents for other purposes or for third parties without explicit written permission. The supplier is to treat the order and the corresponding work or goods with confidentiality.

11. Place of Delivery, Jurisdiction and Applicable Law

The place of delivery for goods and services is the domicile of the buyer or an otherwise designated destination provided to the supplier in written form.

If one clause of these General Terms and Conditions of Purchase is negated or becomes negated, all other clauses maintain their validity.

Swiss law, specifically the Swiss Code of Obligations, is solely valid for all contracts with Gorba AG, CH-Oberbüren. Jurisdiction for the resolution of any disputes is Oberbüren (Kanton St.Gallen / Switzerland).



German, respectively EU, law governs all contracts signed with Gorba GmbH, D-Hannover.
Jurisdiction for the resolution of any disputes for those contracts is Hanover (Germany).

GORBA AG / Gorba GmbH
Oberbüren / Hannover
Switzerland / Germany

September 2010