

GENERAL DELIVERY CONDITIONS

General: These General Delivery Conditions apply to all orders and are an integrated part of our offers and order confirmations for single orders and call off orders. Orders and order confirmations refer to the current version of the General Delivery Conditions on the internet (www.micronel.ch) and/or will be provided to the customer together with the above mentioned documents and are considered accepted if not rejected immediately. Deviations from these General Delivery Conditions and/or any supplementary and ancillary agreements are only valid if explicitly confirmed by us in writing (mail, fax or e-mail). The remaining unchanged General Delivery Conditions are not invalidated by such modifications. Any general conditions of the customer are not binding on us even if we do not expressly reject them.

Addition for Target Market USA:

In case of export of our products to the USA as well as mounting of our products into customized applications for the US market, our "General Terms and Conditions of Sales and Delivery for US Market" become effective. The current version of "General Terms and Conditions of Sales and Delivery for US Market" is available on the internet on www.micronel.ch. Should any part of the "General Delivery Conditions" and the "General Terms and Conditions of Sales and Delivery for US Market" be contradictory, the conditions of "General Terms and Conditions of Sales and Delivery for US Market" will be applicable.

Deliveries: Our offers are non-binding. The order or call off order is considered accepted or concluded, respectively, when we confirm the customer's order in writing (by mail, fax or e-mail). Our order confirmation or our document „Call Off Order“ is decisive for date, content and size of the delivery as well as for the conditions of payment.

Partial deliveries by us are valid after consultation with the customer and are considered as stand-alone deliveries with respect to the duty of payment, the transfer of risk as well as representations and warranties. Excess- or short-deliveries are possible after consultation with the customer.

Any estimate of costs, drawings and other documents, which we make available to the customer, remain our property. They are considered as personally entrusted to the customer. All our rights (inclusive copyrights) remain fully valid and enforceable. The customer is not authorized to distribute any parts of such documents to any third party or to copy or use them beyond the scope of the delivery to the customer. All such documents must be returned immediately to us if so requested. If the customer does not place an order, the documents must be returned immediately without further request.

Delivery Date: Our order confirmation or the document "Call Off Order", respectively, is decisive with respect to delivery dates. For our compliance with these dates, the customer must timely provide us with all necessary documents, customer supplied parts etc. All dates are valid subject to adequate time extension due to unforeseeable circumstances which are beyond our control such as force majeure, strike, or total or partial destruction of the manufacturing facility. Any liability as a result of exceeding the delivery date is waived by the customer. Exceeding the delivery date does not authorize the customer to cancel his order.

Prices: Our prices do not include VAT and are ex Works Tagelswangen (according to Incoterms 2000). The costs for packaging, transport and insurance will be charged separately.

Payment Conditions: Strictly 30 days net

Assumption of Risk / Transport: The risk passes to the customer after the products have been taken from stock and prepared for delivery at our facility in Tagelswangen, Switzerland. At the customer's request we organize transport. The customer bears the risk for transport (including loading). If the customer does not timely notify us of any specific instructions, we determine the manner, way, carrier and carrier insurance for transport at our absolute discretion. The customer must address any complaints with respect to transport immediately to the last carrier.

Retention of Title: The title to the delivered goods remains with us, even after the transfer of possession of the goods to the customer, until he has fully paid all obligations. MICRONEL AG is authorized to register its title in the respective register at any time, whereof the customer hereby consents. During the retention of title, the customer has to maintain the goods in good condition at his costs and has to insure the goods in favour of MICRONEL AG against theft, fire, breakage, water and other risks. The customer is not allowed to pledge or transfer ownership by way of security until title to the goods passes to the customer. The customer is allowed to sell the goods in the ordinary course of business. The customer is obliged to immediately inform MICRONEL AG of any such sale. For

security purposes, the customer's claims against third parties arising out of such sale or any other cause in law are hereby assigned for security to MICRONEL AG in the amount of the value of the delivered goods or open accounts respectively (extended retention of title). The customer shall give us immediate notice in case of a third party pledge of our delivered goods.

Customer Supplied Parts: We examine parts supplied by the customer only with respect to the dimensions which are of importance for the correct operation of our products. Otherwise, the customer assumes the responsibility for the dimensional accuracy and the functionality of the parts supplied. If we recognize any defects, we will immediately inform the customer.

Tools: Tools and devices for which we charge costs remain our property. We undertake to use these tools and devices exclusively for the orders of the customer. If the customer does not place repeat orders within five years after the last delivery, we are authorized to dispose of the tools and devices or to destroy them unless there is a specific agreement to the contrary.

Warranty / Compensation of Damages: Goods will be delivered in accordance with our standard specifications or customer specific agreements. The customer must give notice in writing of obvious defects within 8 days after receipt of the goods. If the complaint is justified, has been raised in proper form and on time, MICRONEL AG will at its own discretion either repair the defective goods free of charge, replace them with proper goods or reimburse the customer for the reduced value of the goods. Assembly and disassembly costs in connection with the rectification of defects or a replacement are not to be covered by MICRONEL AG. The warranty period ends 12 months after the risk for the goods passes to the customer. Warranty is excluded for any defects which arise out of negligence, wrong or improper use or lack of maintenance. The warranty expires immediately if the customer or a third party makes improper modifications or repairs. Other claims with respect to remedial action or compensation of damages of any kind (especially for consequential damages) are waived, irrespective of the cause of law on which such claim is based. The customer is not authorized to withdraw from the contract due to defective goods.

Intellectual Property: Goods which MICRONEL AG produces in accordance with instructions, diagrams, drawings, samples or other documents provided by the customer will be completed at customer's risk of violation of intellectual property rights (e.g., patents, design, trade marks, semiconductor topography, copyrights). MICRONEL AG is not liable for any claims of a third party whose rights have been infringed by such goods. In case of infringement, MICRONEL AG is authorized to immediately stop the delivery of goods to the customer. The customer shall indemnify MICRONEL AG for all damages arising out of an infringement of a third party's intellectual property rights.

Place of delivery and payment is Tagelswangen, Switzerland. Place of Jurisdiction for both parties is Zürich, Switzerland. Any dispute, controversy or claim arising out of or in relation to the contractual relationship between the parties, including the validity, invalidity, breach or termination thereof shall be governed by Swiss law to the exclusion of international treaties and conventions.

Modifications:

The present General Delivery Conditions replace all previous versions. Modifications and/or additions require written form.

If certain provisions of this General Delivery Conditions should be invalid, the effectiveness of the other provisions shall not be affected. The invalid provision shall be replaced by a legally valid and enforceable analogous provision.