

## Terms of Delivery of RFbeam Microwave GmbH

### 1. Prices

If not stated otherwise all prices do not include value added tax, fees, duties, tariffs, transport, packaging, insurance and support in application.

### 2. Sales Documents

Our publications, data sheets and sales documents are general guidelines. The customer can only invoke the existence of certain properties of the product if they are guaranteed in written form in the concrete case.

### 3. Place of Fulfilment

If no other place of fulfilment is agreed upon, we are entitled to provide our goods at our head office according to EXW Incoterms 2000. In case of delivery to another location the customer bears the risk and cost of transportation as well as the expenditure for packaging and customs.

### 4. Deadlines

Deadlines are only binding if they are assured in written form. They are extended adequately in case of the occurrence of obstacles that are outside our responsibility, such as missing information from the customer, delayed or faulty supply, considerable stoppage, governmental measures and natural phenomena.

In case of delay the customer is obliged to grant us an adequate respite for subsequent fulfilment. If we cannot deliver within this period and a further delay is unacceptable the customer may demand abrogation of the contract if he declares this within three working days after the end of the respite.

We cannot be held liable for losses or claims caused by late delivery.

### 5. Use of the Products

The customer is responsible for the use of the products and their combination with other items. The necessary caution must be applied and all instructions of the manufacturer must be followed.

The customer is obligated to pass on all information relevant for safety in suitable form.

### 6. Use of Work Results and Software

The customer may use work results, software, data carriers and documentations given to him within the limits of existing licence agreements. If there are no such agreements the customer and his client may only use them with the respective products but must not sell them by themselves, distribute, copy, expand or modify them.

### 7. Receiving inspection

The customer must inspect the merchandise immediately after receipt, especially identity, amount, shipping documents and externally visible damage. As soon as possible the customer will also inspect the products for further damage.

In case of damage we must be notified in written form within eight days.

### 8. Defects

We vouch for our employing the necessary care and for our products possessing the assured properties. We are only liable for applicability as far as the customer informed us about the application of the product before contract conclusion.

If there are defective products we will exchange them, mend them or refund the purchase price. We will only assume liability for further claims for consequential damage if the customer has conducted a complete receiving inspection within four weeks of receipt or before further application of the product, whichever took place earlier.

### **9. Third Party Rights**

We are careful not to infringe on intellectual property rights of any third party. If the customer is aware of any third party claims he will notify us immediately and give us the opportunity to ward off any unjustified claims.

We are entitled to make necessary alterations on our own cost in order to avoid property right claims of third parties.

### **10. Liabilities**

The warranty period lasts twelve months.

Claims for consequential damage as well as claims stemming from infringement of intellectual property rights are limited to twenty percent of the value of the defective batch. We cannot be held liable for any lost profit or contractual rights of third parties.

Gross negligence and personal injury are excepted.

### **11. Confidentiality**

All facts from the customer's sphere of business will be held confidential and not passed on to third parties.

The customer is also obligated to keep confidential facts from our sphere of business secret.

### **12. Jurisdiction**

This contract is subject to Swiss law. All legal norms of international law are excluded, especially the United Nations Convention on Contracts for the International Sale of Goods (CISG)

The locality of court is St. Gallen. We may also seek legal redress at a court in the domicile of the customer.

September 29, 2009