

GENERAL TERMS AND CONDITIONS OF SALE

of sterilAir AG, Weinfelden, Switzerland

1. Area of validity

- 1.1 These General Terms and Conditions of Sale shall apply to all purchases made from the firm of sterilAir AG of Weinfelden, Switzerland, hereinafter called the 'supplier', and to all goods and services sold and delivered by this company, hereinafter called 'purchases'.
These General Terms shall apply exclusively in every case of transactions with the supplier. No general terms of purchase or of business that the customer may use shall be accepted unless the supplier has expressly agreed in writing to their validity. These present general terms thus also apply exclusively even if the goods have been sold and delivered and/or the service supplied without reservation in full knowledge of the customer's general terms.
- 1.2 These General Terms shall be binding whenever they are declared to be applicable in an offer or confirmation of order.
- 1.3 No agreements additional to or differing from these present General Terms shall apply unless they have been expressly agreed in writing.
- 1.4 These General Terms shall also apply to all future transactions between the supplier and the customer even if they have not been attached in writing to an offer or a confirmation of order and if no specific reference has been made to them. In any such instance they shall apply in the form last sent to the customer.
- 1.5 Should any provision of these General Terms prove to be invalid, whether in its entirety or in any part, the contractual parties shall replace this provision with a new one that comes as close as possible to it in commercial terms.

2. Scope of goods and/or services

- 2.1 Offers, technical advice, demonstrations, technical documentation, etc., shall be provided free of charge to the customer prior to contract. This shall also apply if such goods and/or services have been supplied in response to an enquiry by the customer. The right is reserved to make other written agreements.
- 2.2 The purchases shall basically comply with the descriptions in the relevant product information documents supplied to the customer. The customer shall not be effectively indebted to the supplier for any goods or services until these have been specified, completely and with finality, in the confirmation of order including any attachments. The data and information in product catalogues and price lists shall thus have no binding effect unless and to the extent that the confirmation of order makes express reference to them.
- 2.3 In the interest of constantly further developing products and methods, the supplier reserves the right to apply new knowledge to them in design, quality, and/or performance terms without prior announcement if this knowledge results in an advantage to the customer and does not result in a price increase. The same shall apply in all relevant respects to goods produced to special order, specific accessories, options specific to any given installation, etc.

3. Plans, technical documentation, drawings, and technical descriptions

- 3.1 The customer shall provide the supplier with the data specific to the application and necessary for the preparation of binding offers in full and free of charge.
- 3.2 If the customer so requests the supplier shall provide him free of charge with such data and drawings as will enable him to start up, use, and maintain the purchase. If no specific agreement has been made on the number of such sets of instructions and drawings, at least one copy of each shall be supplied. The supplier shall be under no obligation to obtain workshop drawings or spare parts for the purchases.
- 3.3 If either party provides the other with drawings and/or technical documentation before or after the parties enter into the contract, these shall remain the property of the party providing them. If either party receives drawings, technical documentation, and/or any other technical information from the other, the recipient party shall use it solely for the assembly and/or installation of the purchase and in order to start it up, use it, and maintain it. Neither party shall use any such material for any other purposes, nor copy it or reproduce it, nor pass it on or make it known to any third party, without the prior consent of the party that provided it.

4. Regional laws and regulations

- 4.1 The supplier hereby gives an assurance that the purchase shall be produced in compliance with all laws and regulations in force at the place of destination and shall comply with them in all other respects as well.
- 4.2 The customer shall be responsible for identifying any contradictions that may exist between the purchase and the laws and regulations applicable at the place of use.
- 4.3 The customer shall inform the supplier no later than when placing the order about any adaptations required so that the purchase complies with the laws and regulations in force at the place of use. Requests for changes shall be binding on the supplier immediately upon receipt. The customer shall bear the cost of any changes to the purchase resulting from changes in laws or regulations occurring between the dates of the order and the delivery.
- 4.4 The customer shall bear all costs incurred separately and all other financial consequences of changes and adaptations to the laws and regulations applicable to the place of destination unless anything to the contrary has been expressly agreed.

5. Creation of contract

- 5.1 No offers shall be deemed to be binding unless they have been submitted in writing with a legally authorised signature and accompanied by detailed specifications and are identified as binding offers. Any offer can be withdrawn at any time unless and until the customer's acceptance of it has reached the supplier in written form with a clear reference to a specific offer and with a legally authorised signature. No offer whatsoever shall be binding on the supplier once 30 days have elapsed since its date of issue.
- 5.2 No orders shall be legally binding unless and until the supplier has issued an unconditional written confirmation of order. This shall also apply to ancillary agreements. If the customer makes changes to the supplier's offer when placing his order, the order shall be construed as a new offer to purchase.

5.3 Technical descriptions and brochures made available to the customer shall serve only as documentation. The supplier's employees are not authorised to make binding concessions or to issue binding product specifications. The customer shall be solely responsible for the correct selection of the purchase.

6. Prices

6.1 The supplier's current price list for standard equipment shall be taken merely for guidance and shall not be binding in any instance. The prices stated in offers and/or confirmations of orders shall apply exclusively.

6.2 Any goods and/or services not included in the price as stated in the offer or confirmation of order shall be charged separately.

6.3 All prices shall be defined, in the absence of any agreement to the contrary, as net ex-works Weinfelden as defined in the relevant Incoterms, exclusive of packing, for delivery within the frontiers of Switzerland, in freely available Swiss Francs, or for orders from abroad in freely available euros, net of any deductions, and excluding Value Added Tax. The customer shall bear all ancillary costs such as freight, insurance, export, transit, and import duties, and any other approvals, licences, and documentation. The same shall apply to all bank and credit-transfer fees and any other costs that may be incurred in connection with the payment. The customer shall likewise bear all taxes, charges, and fees or similar that are levied in his country and shall reimburse against receipt any that are levied against the supplier if he is liable for their payment.

6.4 The supplier shall reserve the right to make price adjustments if wage rates or materials prices rise between the dates of the offer and the contractually agreed delivery date.

7. Payment terms

7.1 Unless anything to the contrary is contained in the confirmation of order the purchase price shall be due for payment net of all deductions within 30 days of the date of invoice. The same shall apply if part-consignments are delivered.

7.2 The payment obligation shall be deemed to have been met on the date on which Swiss Francs or euros as defined in sub-clause 6.3 above are freely available to the supplier at his place of residence. No other means of payment such as cheques or bills-of-exchange shall be accepted unless a specific agreement to this effect has been made. If in any exceptional instance payment in bills-of-exchange has been agreed, these shall not be deemed to represent payment until they have been cashed. The customer shall bear the costs of the discount, tax, and collection expenses associated with any bills-of-exchange.

7.3 The due-dates for payment shall be met even if any agreed transportation, delivery, installation, start-up, or final inspection and acceptance of the goods and/or services has been delayed or frustrated for reasons for which the supplier is not responsible, if non-essential parts are missing, or rework has proved necessary without it being impossible to make use of the purchase.

No part-payment and no other withholding of payment shall ever be permissible and shall have the normal consequences of arrears set out in Clause 8 below.

8. Arrears of payment

8.1 The customer shall be deemed to be in arrears of payment as soon as the due-date has passed, even if no payment reminder has been issued, and shall owe the supplier interest on arrears. The rate of interest shall be 2 percentage points above the discount rate of the Swiss National Bank at the point in time when the arrears arose, but subject to a minimum of 5 percent. The supplier shall also be entitled to suspend with immediate effect all further deliveries to the customer until such time as the total purchase price has been received.

8.2 Should the customer fall into arrears of payment or become generally insolvent, if he has submitted a cheque that is not covered, if his cheque is not honoured for any other reason, or if any bill-of-exchange that has been accepted by the supplier is protested, all invoices and outstanding accounts that the customer owes the supplier shall be pronounced due for immediate payment and all securities (bills-of-exchange and cheques) in the supplier's possession shall become due for immediate payment without any recourse to protest.

In any such case the customer shall return to the supplier, immediately and at his own expense, any purchases that have been delivered under retention of title and have not yet been paid for in full. The supplier shall reserve the right to raise claims for damages over and above the foregoing.

The supplier shall also be entitled, in any such case, to suspend further work on the contract and to retain any parts of the purchase that have been completed until new payment and delivery terms have been agreed and/or the supplier has received sufficient collateral. The supplier shall then supply only against cash in advance or adequate collateral.

As an alternative the supplier can cancel the contract immediately. The customer shall in any case compensate the supplier for any loss he may have incurred.

8.3 If any agreed instalment payment is not made in accordance with contract, or any collateral not provided as agreed when the parties enter into the contract, the supplier shall be entitled to insist on adherence to the contract or to cancel it, and in either case to require compensation for any loss.

8.4 If the supplier has any legitimate suspicion that the customer may be insolvent, even after the contract has come into existence he can either cancel it or make deliveries conditional upon his receiving cash in advance or adequate collateral.

9. Retention of title

9.1 Title over the purchase shall remain with the supplier in full until the contractually agreed purchase price has been paid in full and all other claims that the supplier may have against the customer at the point in time of the delivery have been settled, or in the case of payment by cheque or bill-of-exchange until the supplier has received the certified amount. The same shall also apply if any individual amounts receivable have been taken into a current account and the balance has been struck and acknowledged.

9.2 If parts or all of the purchase has been blended or mixed with other materials not supplied by the supplier, or if they have been used in the customer's equipment, machinery, or products, or if they have been processed with them to create a new object, the supplier shall be deemed to have acquired proportional co-ownership rights over the whole of the new object up to a value equivalent to the purchase price of the supplier's product that has been incorporated into it.

9.3 The customer shall be under an obligation to co-operate in measures taken to protect the supplier's title; in particular the supplier shall be deemed to have authorised the customer, by entering into the contract with him, to make entries or prenotification of his retention of title over the purchase at the customer's expense in public registers, books, or similar places in accordance with the relevant national laws and to complete all associated formalities.

9.4 The customer shall maintain the purchase at his own expense during the period of retention of title and insure it in the supplier's favour against theft, breakage, fire, water damage, and other risks, and shall take all other precautions to ensure that the supplier's rights of ownership are not vitiated or nullified.

10. Delivery period

10.1 Production and delivery times and dates shall not be deemed to be binding unless the supplier expressly so declares in writing.

10.2 The delivery period shall start as soon as the parties enter into the contract, all official formalities have been completed such as obtaining import, export, transit, and payment licences, any agreed collateral has been provided, and all essential technical points have been clarified. The delivery date shall be deemed to have been met if by then notification has been sent to the customer that the goods are ready for despatch.

The foregoing shall also apply to any changes the customer may request.

10.3 Adherence to the delivery date shall be dependent upon the customer fulfilling his contractual obligations.

10.4 The delivery period shall be prolonged by the appropriate length of time if any of the following occur:

- a) if the supplier does not receive the data punctually that is necessary for fulfilling the contract, or if the customer later alters them and thus causes a delay in the delivery of the goods and/or services;
- b) if obstacles arise that the supplier cannot avert or obviate despite applying all due care, regardless of whether they have arisen with him or with a third party, and including for instance epidemics, general mobilisation, warfare, civil commotion, major interruptions to operations, accidents, labour disputes, the delayed or faulty delivery of the necessary raw materials and/or components or semi-finished or finished goods, rejection of important work-pieces, measures taken or omitted by the authorities, and natural events;
- c) if the customer or any third party entrusted with the completion of work falls into arrears of performance or of fulfilment of their contractual obligations, meaning in particular if the customer fails to meet his payment obligations or if any other open claims exist against him.

As an alternative the supplier can in such cases cancel the contract in its entirety or in any part or parts.

10.5 The customer shall be entitled to claim compensation for arrears in the event of a delay in the delivery of goods and/or services if the delay can be demonstrated to be the fault of the supplier and the customer can substantiate the loss he has suffered as a result. His claim to compensation shall be null and void if substitute deliveries solve the problem.

Compensation for delayed delivery shall amount to a maximum of half of one percent for each full week of delay, subject to a maximum cumulative total of 5 percent, based on the contractual price for the delayed part of the delivery. The customer shall have no claim to compensation with respect to the first two weeks of delay.

When the maximum amount of compensation for delay has been reached the customer shall set the supplier an appropriate extension period in writing. If this later delivery date is not met either, and for reasons for which the supplier is to blame, the customer shall be entitled to refuse acceptance of the delayed part of the delivery. If it is commercially unreasonable to expect him to take part-delivery he shall be entitled to cancel the contract, return the goods already delivered, and require the repayment of any sums already paid.

10.6 If a definite delivery date has been agreed rather than a delivery period, this shall be construed as being identical with the last day of the delivery period. Sub-clauses 10.3 to 10.5 shall be applicable in all relevant respects.

10.7 The customer shall have no rights or claims in respect of the delayed delivery of goods or services apart from those expressly defined in sub-clause 10.5 above. This restriction shall not apply if the supplier has acted with unlawful intent or with gross negligence, but it shall also apply in the event of a vicarious agent having acted with unlawful intent or with gross negligence.

11. Packing, despatch, transportation, and insurance

11.1 The supplier shall invoice packaging costs separately, and shall be required to not take any packaging material back. However, if it is labelled as being the supplier's property the customer shall send it back carriage paid to its point of departure.

11.2 The supplier shall be notified in good time of any special requirements with regard to despatch, transportation, and insurance. The goods shall in any event be transported at the customer's expense and risk. Any additional costs that the supplier incurs as a result of the despatch shall be invoiced to the customer.

Upon receipt of the consignments or the freight documents the customer shall address any complaints relating to despatch or transportation to the last freight haulage company to have handled the goods.

11.3 The customer shall be responsible for insuring the goods against loss or damage of any kind.

12. Transfer of use and risk

12.1 Use and risk shall be transferred to the customer as soon as he has been notified that the goods are ready for despatch.

12.2 The supplier shall also be free to notify the customer that part-consignments are ready for despatch unless these consist of non-essential items.

13. Examination and acceptance of the purchase

13.1 The supplier shall examine the goods to the usual extent prior to hand-over. If the customer requires any additional inspections these shall be carried out under a separate agreement and at the customer's expense.

13.2 The customer shall examine his purchase without delay after use and risk have been transferred to him and shall inform the supplier without delay and in writing of any defects. Should he fail to do so, the purchase shall be deemed to have been approved.

13.3 Complaints shall be made in writing without exception. No drivers, laboratory assistants, or dispatchers are ever authorised to take receipt of complaints.

14. Guarantee complaints

14.1 The customer's guarantee rights shall be dependent upon his having met his obligations to examine and inspect the goods.

14.2 If and to the extent that a defect or deficiency has been identified in the goods or service for which the supplier is to blame, the supplier shall at his free discretion either rectify the defect or supply a replacement.

The supplier can in particular require, at his free discretion:

- a) either the return of the defective purchase for repair and redelivery or the delivery of new parts, or
- b) the customer to hold the defective item ready for local repair.

If the customer requires the repair to be carried out at any other place than at the place of execution of the contract he shall bear all travel and labour costs associated with the repair at the supplier's standard rates. The defective material shall be replaced free of charge.

- 14.3 If the supplier is unable to rectify the defect or to replace the defective part, and in particular if he postpones this action for more than a reasonable length of time for reasons for which he is himself responsible, or if his attempt at rectifying the defect or replacing the defective part is a failure, the customer shall be entitled at his own discretion either to cancel the contract or to require an appropriate reduction in the purchase price.
- 14.4 The customer shall have no claims over and above the foregoing on any grounds whatsoever unless the loss or damage is attributable to the supplier having acted with intent or gross negligence. The supplier shall therefore bear no liability for injury, loss, or damage suffered by anyone or anything other than the purchase itself and in particular shall bear no liability for forgone profit or any other asset loss suffered by the customer.
- 14.5 The guarantee period shall be 24 months counting from the date of transfer of use and risk. This period applies at the same time to the statute of limitations and also to claims for compensation for subsequent damage.
- 14.6 No characteristic shall be regarded as an assured property [as defined in Swiss law] unless specifically designated as such in the specification accompanying the confirmation of order. UVC tubes count as consumable material and are not covered by any guarantee.
- 14.7 Any claim under guarantee shall be null and void if the customer has failed to comply with the supplier's operating or maintenance instructions, has made any alterations to the purchase without the supplier's authorisation, or has replaced parts or used consumable materials that were not identical with the original parts or materials.
- 14.8 If parts or all of the purchase have been blended or mixed with other materials not supplied by the supplier, or if they have been used in the customer's equipment, machinery, or products, or if they have been processed with them to create a new object, all guarantee undertakings shall become null and void.

15. Third parties' claims

- 15.1 The supplier shall accept no liability whatsoever for any injury, loss, or damage caused by his products having been blended or mixed with other materials not supplied by the supplier, or if they have been used in the customer's equipment, machines, or products on any third party's premises. If a third party raises a claim against the seller in connection with any such injury, loss, or damage the customer shall indemnify and defend the supplier against the claim and hold him harmless. Should any third party raise a claim of the kind described in this sub-clause against either of the parties, this party shall inform the other about it without delay and in writing.

16. Exclusion of any further liability by the supplier

- 16.1 All cases of contractual violations and their legal consequences and all claims the customer may have, regardless of the grounds on which they are based, are covered finally and completely by these terms and conditions. In particular no claims shall be entertained for damages, reduction of the price, or suspension or cancellation of the contract. Under no circumstances shall the customer have the right to claim compensation for injury, loss, or damage suffered by any person or property other than the purchase itself such as loss of production, losses in use, lost orders, forgone profits, or other direct or indirect injury, loss, or damage.

This exclusion of liability shall not apply if the supplier has acted with unlawful intent or gross negligence, but shall apply if any vicarious agent has so acted. Moreover, this exclusion of liability shall not apply if mandatory law dictates otherwise.

17. Place of jurisdiction and applicable law

- 17.1 The place of jurisdiction for any disputes arising out of or in connection with any contractual relationship based on these General Terms shall be the supplier's place of business. The supplier, however, shall be entitled in every instance to sue the customer at his place of business.
- 17.2 This legal relationship shall be subject to substantive Swiss law to the exclusion of the United Nations Convention of 11th April 1980 on contracts for the international sale of goods (UN law / CISG).

Signed and dated in Weinfelden, Novembre 2003