

PRECISION TEST



HIGH VOLTAGE
TEST SOLUTIONS

Hipotronics, Inc., Route 22, Brewster, NY 10509

TERMS AND CONDITIONS

ACCEPTANCE. All orders become effective only when accepted by Seller's written acknowledgment at Brewster, New York.

SCHEDULING. The shipping date specified herein is approximate and is based upon prompt receipt of all necessary information. Seller shall not be liable for any delay in the performance of orders or contracts or in the delivery of shipment of merchandise or for any damages suffered by Purchaser by reason of such delay when such delay is, directly or indirectly, caused by, or in any manner, arising from fires, floods, accidents, riots, acts of God, war governmental interference or, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond the control of Seller.

CANCELLATIONS. The Purchaser may cancel an order only upon written consent and upon payment to seller of cancellation charges, which shall take into account, among other things, expenses incurred and commitments already made by Seller.

DELIVERY. Once Seller has confirmed acceptance of an order from Purchaser, unless otherwise mutually agreed upon: (a) all goods to be supplied hereunder and delivered within the United States shall be shipped F.O.B. Seller's dock, freight collect (b) all goods to be supplied hereunder and delivered outside the United States shall be shipped in accordance with the applicable provisions of the Incoterms (2000); and (c) title and risk of loss shall pass to Purchaser upon Seller's delivery of the goods to the forwarder/carrier in the country of shipment. Seller shall not be bound by any delivery requirements unless and until mutually agreed upon by the parties in writing. In the event that shipment is deferred at the request of Purchaser, Purchaser agrees to pay a delayed delivery storage fee at the rate of 1 1/2% of the net invoice value of the shipment per month beyond the contracted shipping date.

TAXES. Any and all sales, manufacturer's taxes and or charges levied or imposed by governmental authority, foreign or domestic, upon any merchandise sold or contracted to be sold shall be paid by Purchaser and added to the purchase price unless appropriate tax exemption certificates are supplied to Seller in form satisfactory to Seller.

PAYMENTS. Terms of payment are net thirty (30) days from date of invoice, in United States Dollars, unless otherwise noted and agreed to in writing by Seller. Delinquent payments are subject to service charge on the unpaid balance equal to the lower of 1 1/2% per month or the maximum rate permitted by law until all amounts are paid in full. International Sales are subject to irrevocable confirmed letter of credit terms unless otherwise noted and agreed to in writing by Seller. If the financial responsibility of Purchase becomes unsatisfactory to Seller, or Purchaser is in default to Seller under any order, Seller may require payment in cash before shipment of goods.

PATENT. On merchandise manufactured to Purchaser's specifications, Purchaser shall indemnify and hold harmless Seller against any claims, damages, liabilities, costs and expenses (including attorney's fees) arising out of or resulting from actual or alleged infringement of patent, copyright, trademark or other proprietary rights, or claim of unfair trade or unfair competition arising from or occasioned by the use, possession, sale or delivery of any merchandise sold by Seller.

REPRODUCTION RIGHTS. Drawings, specifications, reports, photographs and other data relating to this contract and all proprietary right and interest therein and the subject matter thereof shall remain the property of Seller. Purchaser agrees that it will not use Seller's drawings, specifications and other materials covered by this contract or any similar article from any other source, or reproduce the same or otherwise appropriate them without the written authorization of Seller.

WARRANTY. Seller warrants to the original Purchaser of any new merchandise that the merchandise is free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of delivery, or acceptance in the event of installation by Seller, but in no event longer than eighteen months from date of shipment. The obligation of Seller under this Warranty is limited, in its exclusive option, to repair, replace or issue credit for parts or materials which prove to be defective. Costs incurred by Purchaser for labor or other expenses option, to repair, replacement or issuance of credit for such parts and/or material shall be the sole responsibility of Purchaser. Seller shall not be responsible for any damage or lack of performance resulting from:

- (a) defects due to accident, negligence, alteration, modification, faulty installation, abuse or misuse by Purchaser or Purchaser's agents or employees.
- (b) attempted or actual dismantling, disassembling, service or repair by any person, firm or corporation not specifically authorized in writing by Seller.
- (c) defects caused by or due to handling by carrier, or incurred during shipment, transshipment or other move.

Any claim of defect must be reported promptly in writing to Seller.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ON THE PART OF THE SELLER, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH THEREOF. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON, FIRM OR CORPORATION TO ASSUME ANY LIABILITY OR OBLIGATION IN CONNECTION WITH THIS SALE ON ITS BEHALF AND PURCHASER ACKNOWLEDGES THAT NO REPRESENTATIONS EXCEPT THOSE MADE HERIN HAVE BEEN MADE TO PURCHASER.

RETURNS. No product may be returned to Seller without Seller's prior written permission, which permission may be withheld by Seller in its sole discretion. All return shipments are to be via prepaid freight. If products are returned to Seller within 60 days from the date of original shipment for reasons other than an error by Seller in filling the Purchaser's order, Purchaser shall only be entitled to receive a credit in an amount equal to the payment received by Seller for the product minus handling charges determined solely by Seller which shall not exceed twenty five percent (25%) of the invoiced amount. If products are returned to Seller after sixty (60) days from the date of original shipment for reasons other than an error by Seller in filling the Purchaser's order, Purchaser shall only be entitled to receive a credit in the amount equal to the payment received by Seller for the product minus a handling fee in excess of twenty five (25%) which shall be subject to negotiation between Seller and Purchaser.

SECURITY TITLE. Security title and right of possession to the products sold hereunder shall remain with Seller until all payments hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in cash, and the Purchaser agrees to do all acts necessary to perfect and maintain such security right and title to Seller.

ARBITRATION. All controversies or claims arising out of or relating to the sale contemplated hereby or the performance or breach thereof shall be settled by Arbitration in the City and County of New York in accordance with the rules and procedures then obtaining of the American Arbitration Association, unless otherwise specified in writing by the parties.

LIMITATION OF LIABILITY. SELLER WILL NOT UNDER ANY CIRCUMSTANCES WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASER'S CUSTOMERS. IF FOR ANY REASON THE FOREGOING PROVISIONS SHALL BE INEFFECTIVE, SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF ITS MANUFACTURE OR SALE OF MERCHANDISE, OR USE THEREOF, SHALL NOT IN ANY EVENT EXCEED THE FULL PURCHASE PRICE.

GENERAL. This order shall be governed by the laws of the State of New York. If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated and shall be given effect so far as possible. The waiver by either party of any breach of any of the terms and conditions contained herein shall not be construed as a waiver of any subsequent breach of the same or any other term or condition.

Acceptance
 Quote# _____ Company: _____
 Customer Signature: _____ Date: _____

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Haefely Test AG

General Conditions of Supply As per August 3, 2011

1. General

- 1.1. The contract shall be deemed to have been entered into upon receipt of supplier's written acknowledgement stating its acceptance of the order.

Tenders which do not stipulate an acceptance period shall not be binding.

- 1.2. These general conditions of supply shall be binding if declared applicable in the tender or in the order acknowledgement. Any conditions stipulated by the customer which are in contradiction to these general conditions of supply shall only be valid if expressly acknowledged by the supplier in writing.
- 1.3. All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid.
- 1.4. Should a provision of these general conditions of supply prove to be wholly or partly invalid, the parties to the contract shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision.

2. Scope of supplies and services

The supplies and services are exhaustively specified in the order acknowledgement and in appendices thereto. The supplier shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

3. Technical documents

- 3.1. Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such.
- 3.2. Each party to the contract retains all rights to technical documents provided to the other. The party receiving such documents recognises these rights and shall - without previous written consent of the other party - not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

4. Regulations in force in the country of destination and safety devices

- 4.1. The customer shall at the latest when placing the order, draw the attention of the supplier to the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant as well as to the health and safety of personnel.
- 4.2. Unless otherwise agreed upon, the supplies and services shall comply with those standards and regulations at the place of business of the customer about which the supplier has been informed under Clause 4.1. Additional or other safety devices shall be supplied to the extent as having been expressly agreed upon.

5. Prices

- 5.1. Unless otherwise agreed upon, all prices shall be deemed to be net ex works, excluding packing, in freely available Swiss francs without any deduction whatsoever.

Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied out of or in connection with the contract, or shall refund them to the supplier against adequate evidence in case the supplier is liable for them.

- 5.2. The supplier reserves the right to adjust the prices in case the wage rates or the raw material prices vary between the submission of the tender and the contractually agreed performance. In such case the adjustment shall be made according to the attached price adjustment clause.

In addition, an appropriate price adjustment shall apply in case

- the delivery time has been subsequently extended due to any reason stated in Clause 8.3, or
- the nature or the scope of the agreed supplies or services has changed, or
- the material or the execution has undergone changes because any documents furnished by the customer were not in conformity with the actual circumstances, or were incomplete.

6. Terms of payment

- 6.1. Payments shall be made by the customer at supplier's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like.

Unless otherwise agreed upon, the price shall be paid in the following instalments:

- One third as advance payment within one month after receipt of the order acknowledgement by the customer,
- one third on expiry of two thirds of the agreed delivery time,
- the remainder within one month after supplier's advice that the supplies are ready for dispatch.

If delivery is made in several shipments, payments become due for every shipment separately.

Payment shall be deemed to be effected as far as Swiss francs have been made freely available to the supplier at supplier's domicile. In case payment by bills of exchange is agreed, the customer shall pay the cost of discounting of such bills, bill of exchange taxes and collection charges.

- 6.2. The dates of payment shall also be observed if transport, delivery, erection, commissioning or taking over of the supplies or services is delayed or prevented due to reasons beyond supplier's control, or if unimportant parts are missing, or if postdelivery work is to be carried out without the supplies being prevented from use.
- 6.3. If the advance payment or the contractually agreed securities are not provided in accordance with the terms of the contract, the supplier shall be entitled to adhere to or to terminate the contract, and shall in both cases be entitled to claim damages.

If the customer, for any reason whatsoever, is in delay with a further payment, or if the supplier is seriously concerned that it will not receive payments in total or in due time because of circumstances having taken place since entering into the contract, the supplier, without being limited in its rights provided for by law, shall be entitled to refuse the further performance of the contract and to retain the supplies ready for dispatch until new terms of payment and delivery will have been agreed and until the supplier will have received satisfactory securities.

If such an agreement cannot be reached within a reasonable time, or in case the supplier does not receive adequate securities, the supplier shall be entitled to terminate the contract and to claim damages.

- 6.4. If the customer delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the customer's domicile, but not less than 4 per cent over the current discount rate of the Swiss National Bank. The right to claim further damages is reserved.

7. Reservation of title

The supplier shall remain the owner of all supplies until having received the full payments in accordance with the contract.

The customer shall cooperate in any measures necessary for the protection of supplier's title. In particular upon entering into the contract it authorises the supplier to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfil all corresponding formalities, at customer's cost.

During the period of the reservation of title, the customer shall, at its own cost, maintain the supplies and insure them for the benefit of the supplier against theft, breakdown, fire, water and other risks. It shall further take all measures to ensure that the supplier's title is in no way prejudiced.

8. Delivery time

- 8.1. The delivery time shall start as soon as the contract is entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled. The delivery time shall be deemed to be observed if by that time the supplier has sent a notice to the customer informing that the supplies are ready for dispatch.
- 8.2. Compliance with the delivery time is conditional upon customer's fulfilling of its contractual obligations.
- 8.3. The delivery time is reasonably extended:
- if the information required by the supplier for performance of the contract is not received in time, or if the customer subsequently changes it thereby causing a delay in the delivery of the supplies or services;
 - if hindrances occur which the supplier cannot prevent despite using the required care, regardless of whether they affect the supplier or the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw materials, semifinished or finished products, the need to scrap important work pieces, official actions or omissions by

- any state authorities or public bodies, natural catastrophes, acts of God;
- if the customer or a third party is behind schedule with work it has to execute, or with the performance of its contractual obligations, in particular if the customer fails to observe the terms of payment.

- 8.4. In case a specific date instead of a delivery period is fixed, such date shall correspond to the last day of a delivery period; Clauses 8.1 to 8.4 apply by analogy.
- 8.5. Any delay of the supplies or services does not entitle the customer to any rights and claims. This exclusion does, however, not apply to unlawful intent or gross negligence on the part of the supplier, but does apply to unlawful intent or gross negligence of persons employed or appointed by the supplier to perform any of its obligations.

9. Packing

Packing shall be charged for separately by the supplier and shall not be returnable. However, if it is declared as supplier's property, it shall be returned by the customer, carriage paid, to the place of dispatch.

10. Passing of benefit and risk

- 10.1. The benefit and the risk of the supplies shall pass to the customer upon Supplier's delivery of the goods to the forwarder/carrier in the country of shipment.
- 10.2. If dispatch is delayed at the request of the customer or due to reasons beyond supplier's control, the risk of the supplies shall pass to the customer at the time originally foreseen for their leaving the works. From this moment on, the supplies shall be stored and insured on the account and at the risk of the customer.

11. Forwarding, transport and insurance

- 11.1. The supplier shall in time be notified of special requirements regarding forwarding, transport and insurance. The transport shall be at customer's expense and risk.
- Objections regarding forwarding or transport shall upon receipt of the supplies or of the shipping documents be immediately submitted by the customer to the last carrier.
- 11.2. The customer shall be responsible for taking insurance against risks of any kind.

12. Inspection and taking-over of the supplies and services

- 12.1. As far as being normal practice, the supplier shall inspect the supplies and services before dispatch. If the customer requests further testing, this has to be specially agreed upon and paid for by the customer.
- 12.2. The customer shall inspect the supplies and services within a reasonable period and shall immediately notify the supplier in writing of any deficiencies. If the customer fails in doing so, the supplies and services shall be deemed to have been taken over.
- 12.3. Having been notified of deficiencies according to Clause 12.2, the supplier shall as soon as possible remedy them, and the customer shall give the supplier the possibility of doing so. After remedy of such deficiencies, a taking-over test according to Clause 12.4 will be carried out at the request of the customer or of the supplier.

12.4. Subject to Clause 12.3 the carrying out of a taking-over test as well as laying down the conditions related thereto need a special agreement. In the absence of such agreement the following shall apply:

- The supplier shall advise the customer in time of the execution of the taking-over test so that the customer or its representative can attend.
- A taking-over report shall be prepared which shall be signed by both the customer and the supplier or by their representatives. Such report shall either state that the taking-over has taken place, or that it has taken place under reservations, or that the customer has refused the acceptance. In the last two cases, the deficiencies shall be listed individually in the report.
- In case of insignificant deficiencies, in particular those which do not substantially hinder the efficient functioning of the supplies or services, the customer shall not be entitled to refuse the acceptance of the supplies or services and the signature of the taking-over report. The supplier shall remedy such deficiencies without delay.
- In case of important deviations from the contract or of serious deficiencies the customer shall give the supplier the possibility of remedying these within a reasonable time. Thereafter a further taking-over test shall take place.

If during this test important deviations from the contract or serious deficiencies appear again, the customer shall be entitled to claim either a price reduction or an indemnity or other compensations from the supplier, provided this has been agreed before. If however, the deviations and deficiencies appearing during such test are of such importance that they cannot be remedied within a reasonable time and provided the supplies and services cannot be used for their specified purpose, or such use is considerably impaired, then the customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified for it, to terminate the contract. In such case the supplier can only be held liable to reimburse the sums which have been paid to it for the parts affected by the termination.

12.5. Taking-over shall also be deemed completed

- if the taking-over test cannot be carried out on the date provided for due to reasons beyond supplier's control;
- if the customer refuses the acceptance without being entitled to do so;
- if the customer refuses to sign the taking-over report prepared in accordance with Clause 12.4;
- as soon as the customer uses the supplies or services.

12.6. Deficiencies of any kind in supplies or services shall not entitle the customer to any rights and claims other than those expressly stipulated in Clauses 12.4 and 13 (guarantee, liability for defects).

13. Guarantee, liability for defects

13.1. Guarantee period

The guarantee period is 12 months, or 6 months in case of a multi-shift system. It starts when the supplies leave the works or at the taking-over of the supplies and services should such taking-over have been agreed upon before, or, if the supplier undertakes the erection, upon completion thereof. If dispatch or taking-over or erection are delayed due to reasons beyond supplier's control, the guarantee period shall end not later than 18 months after supplier's notification that the supplies are ready for dispatch.

For replaced or repaired parts the guarantee period starts anew and lasts 6 months after replacement or completion of the repair or taking-over, but not longer than the expiry of a period being double to the guarantee period stipulated in the preceding paragraph.

The guarantee expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility of remedying such defect.

13.2. Liability for defects in material, design and workmanship

Upon written request of the customer, the supplier undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become supplier's property. The supplier shall bear the costs of remedying the defective parts in its works. If the repair cannot be carried out in supplier's works, the customer shall bear the related costs to the extent exceeding the customary costs of transport, personnel, travelling, living, dismantling and reassembly of the defective parts.

13.3. Liability for express warranties

Express warranties are only those which have been expressly specified as such in the order acknowledgement or in the specifications. An express warranty is valid until the expiry of the guarantee period at the latest. If a taking-over test has been agreed, the warranty shall be deemed to have been fulfilled as soon as the test results prove the relevant quality or capacity.

If the express warranties are not or only partially achieved, the customer may first of all require the supplier to carry out the improvements immediately. The customer shall give the supplier the necessary time and possibility of doing so. If such improvements fail completely or in part, the customer may claim such compensation as has been agreed before for such case, or, if such an agreement has not been made, a reasonable reduction of price. If, however, the defects are of such importance that they cannot be remedied within a reasonable time and provided the supplies and services cannot be used for their specified purpose, or if such use is considerably impaired, then the customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified for it, to terminate the contract. In such case the supplier can only be held liable for reimbursing the sums which have been paid to it for the parts affected by the termination.

13.4. Exclusions from the liability for defects

Excluded from supplier's guarantee and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or erection work not undertaken by the supplier, or resulting from other reasons beyond supplier's control.

13.5. Supplies and services of subcontractors

For supplies and services of subcontractors requested by the customer, the supplier assumes guarantee and liability for defects only to the extent of such subcontractor's guarantee and liability obligations.

13.6. Exclusivity of guarantee claims

With respect to any defective material, design or

workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in Clauses 13.1 to 13.5.

13.7. Liability for additional obligations

The supplier is only liable to the extent of unlawful intent or gross negligence as far as claims arising out of faulty advice and the like or out of breach of any additional obligations are concerned.

14. Non-performance, bad performance and their consequences

14.1. In all cases of bad performance or non-performance not expressly covered by these general conditions of supply - in particular if the supplier, without valid reasons, starts execution of the supplies and services so late that punctual completion is unlikely to be foreseen, or if an execution contrary to the terms of the contract can be clearly foreseen due to supplier's fault, or if the supplies and services have been executed contrary to the terms of the contract due to supplier's fault -, then the customer shall be entitled to grant a reasonable additional period for the supplies or services affected thereby by simultaneously warning to terminate the contract in case of non-compliance. If such additional period lapses due to supplier's fault, the customer shall be entitled to terminate the contract with respect to the supplies or services executed, or certain to be executed, contrary to the terms of the contract, and to claim a refund of the payments already made for such supplies or services.

14.2. In such case Clause 16 shall apply with regard to any claims for damages on the part of the customer and with regard to the exclusion of any further liability, and any claim for damages shall be limited to 10 per cent of the contract price for the supplies and services affected by the termination.

15. Termination of the contract by the supplier

The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the supplies or services or considerably affect the activities of the supplier, or if performance subsequently becomes impossible. In so far as such adaptation is economically not justifiable, the supplier shall be entitled to terminate the contract or the parts affected thereby.

If the supplier wishes to terminate the contract it shall - after having recognised the consequences of the event - immediately inform the customer; this applies even if an extension of the delivery time has been agreed before. In case of termination of the contract the supplier shall be entitled to the payment of those parts of the supplies and services which have already been carried out. Claims for damages on the part of the customer because of such termination are excluded.

16. Exclusion of further liability on the supplier's part

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer, irrespective on what ground they are based, are exhaustively covered by these general conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs of remedying defects in the supplies which shall in any event not exceed the full contract price. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of the supplier, but does apply to unlawful intent or gross negligence of

persons employed or appointed by the supplier to perform any of its obligations.

17. This exclusion of liability does not apply as far as it is contrary to compulsory law.

18. Right of recourse of the supplier

If, through actions or omissions of the customer or of persons employed or appointed by it to perform any of its obligations, personal injury or damage to the property of third parties occurs and if a claim is made against the supplier, then the latter shall be entitled to take recourse against the customer.

19. Vienna Sales Convention

It is expressly agreed that the provisions of the Vienna Sales Convention of 11 April 1980 shall not apply.

20. Incoterms

In so far as these General Conditions of Supply do not provide for to the contrary, the provisions of Incoterms 2010 shall also apply.

21. Dispute resolution and applicable law

All disputes shall be settled through friendly negotiations. In the case no settlement can be reached through negotiations, the case should then be submitted and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Switzerland according to Swiss law. The decision of the arbitration committee shall be final and binding on both parties, neither party shall seek recourse to a law court or other authorities for revising the decision. The arbitration fee shall be borne by the losing party.