GENERAL TERMS AND CONDITIONS FOR THE SALE AND DELIVERY OF EQUIPMENTS AND MACHINES

All contracts and agreements as well as any offers for deliveries of equipments, machines and other services therefore by all4-PCB (Switzerland) are subject to the following General Terms and Conditions. The customer accepts these terms and conditions by placing a written order. Unless agreed upon explicitly and in writing by all4-PCB (Switzerland), none of the customer's terms and conditions is binding on all4-PCB (Switzerland). These terms and conditions also apply to any transactions following a first business transaction, even without specific reference to the present General Terms and Conditions.

1) VALIDITY OF OFFER

all4-PCB (Switzerland) Ltd. prices and delivery terms are valid 6 weeks from the date of issue. For reasons of technical improvement, the equipment may be modified or altered without prior notice to the customer.

2) EQUIPMENT DESIGN AND CAPACITIES

2.1 Operating Voltage

The operating voltage is 400V/50 cycles.

2.2 Safety Standards

Engineering and construction of the equipment correspond to currently applicable technical and safety standards.

2.3 Capacity Figures

Capacity figures serves as an indication only. The actual capacity of the System is subject to the customer's specific production parameters such as size and weight of the printed circuit boards, design and configuration of the line, production cycle, infrastructure and the type of materials for circuit boards used on the System etc.

3) PRICES

3.1 Offers

The dispatch of price lists, catalogues and the like does not constitute a binding offer. Price offers are binding only if and when orders are received by all4-PCB (Switzerland) Ltd. within the period for which the offer is valid.

3.2 Net Prices

The prices are net prices calculated on an ex works basis (Incoterms 2000), ex suppliers' works or European intermediary warehouse, excluding cost for packaging, freight, insurance, duties and taxes of any kind.
Prices for equipment from overseas shall be calculated as *ex works* (Incoterms 2000) in this case meaning ex European intermediary warehouse, excluding packaging, taxes, but including customs duties up to the European intermediary warehouse.
Prices include all4-PCB (Switzerland) Ltd. services as listed in Article 11.

3.3 Invoices

Prices shall always be invoiced according to those stated in writing in the confirmation of order.

3.4 Future Orders

Prices are not binding for future orders.

4) TERMS OF DELIVERY

4.1 Commencement and Termination

Unless otherwise agreed, delivery of the equipment shall be made from supplier's works within 4 to 6 months after receipt of a written confirmation of order. For delivery within Europe initiated and provided for by all4-PCB (Switzerland) Ltd. 10 additional working days have to be taken into consideration. The Installation shall commence at the customer's site as mutually agreed upon immediately on arrival of the goods.

4.2 Confirmation in Writing

The dates of delivery, the beginning of installation, and the production start-up will be confirmed in written by all4-PCB (Switzerland) Ltd. after clearing of all details.

4.3 Approximate Agreement

The dates of delivery indicated by all4-PCB (Switzerland) Ltd. are considered as approximate agreements. An overrun of the delivery date gives the customer not the right to refuse the delivery or to claim for indemnity.

4.4 Default in Delivery

all4-PCB (Switzerland) Ltd. shall not be liable for any default in delivery unless all4-PCB (Switzerland) Ltd. has been caused by them by gross negligence or willfully.
Delayed or inadequate delivery by all4-PCB (Switzerland) Ltd. subcontractors, interrupted operations as well as all cases of force major shall not result in default in delivery. In this case all4-PCB (Switzerland) Ltd. shall have the right to determine a new date for delivery.

4.5 Postponement of Term of Delivery

Any additional costs due to postponement of agreed dates by the customer (e. g. in the event of intermediate storage) shall be borne by the customer.

5) PACKAGING, DELIVERY AND TRANSFER OF PERILS

5.1 Conditions of Delivery

The deliveries are (according to Incoterms 2000) ex works alternatively ex European intermediary warehouse excluding packaging, customs duties and taxes.
Equipment from overseas shall be delivered ex European intermediary warehouse (Incoterms 2000) excluding packaging and taxes, but including customs duties up to the European intermediary warehouse.
Partial deliveries are permitted.

5.2 Transfer of Perils

The risk passes to the customer as soon as the equipment is made available at the place of dispatch (supplier's works or intermediary warehouse).

5.3 Packaging and Transport

all4-PCB (Switzerland) Ltd. shall arrange for packaging, transport and transport insurance of the equipment on behalf of the customer. The respective costs shall be invoiced to the customer.

5.4 Means of Transport

all4-PCB (Switzerland) Ltd. shall determine the most appropriate means of transport. If the customer requests any special transportation, any excess costs resulting shall be borne by the customer.

5.5 Transport Insurance

Insurance coverage shall terminate immediately upon the unloading of the shipment from the transportation vehicle after arrival at customer's site.

5.6 Examination of Goods

Immediately upon receipt of the goods, the customer must examine them as to any damages suffered in transit and inform the carrier immediately in writing of any complaint with a copy of such complaint to all4-PCB (Switzerland) Ltd. The burden of proof as to any defects or damages lies with the customer.

5.7 Transportation Damages

In case of damage or loss occurring in transit, the customer shall undertake all necessary steps to have the damage or loss properly recorded and reported and to keep damage at a minimum. all4-PCB (Switzerland) Ltd. shall be notified in any such event immediately.

6) CUSTOMS DUTIES, TAXES AND CHARGES

The customer shall arrange customs clearance of the equipment. Customs duties, taxes and charges of any nature shall be borne by the customer. Any expenses incurred by all4-PCB (Switzerland) Ltd. in this respect (e.g. VAT) shall be invoiced to the customer at cost.
Regarding equipment from overseas, all4-PCB (Switzerland) Ltd. shall be responsible for customs clearance and customs duties. However, not for taxes and other charges.

7) TERMS OF PAYMENT

7.1 Due Date of Payment

40% net 10 days upon delivery of the confirmation of order
50% net 10 days upon acceptance of the equipment before dispatch
10% net 30 days after delivery of the equipment at each case strictly net.

Expenses (Packaging, Transport, Installation, Insurance, Duties, Taxes etc.):
100 % net 30 days after the date of invoice.

7.2 Payment

All payments shall be effected in the invoiced currency to the account stated in the invoice.

7.3 Delayed Payment and Default Interests

Should payments by customer be delayed, default interests of 12 % p.a. shall be charged.

8) RETENTION OF TITLE

8.1 Agreement of Retention of Title

Until full payment of all the customer's obligations resulting from the customer's business connection, all4-PCB (Switzerland) Ltd. shall retain title to all delivered equipment. The inclusion of a specific invoice in a current account as well as a statement of account and respective acknowledgment shall not influence retention of title. all4-PCB (Switzerland) Ltd. shall officially register such retention of title wherever possible. Cost for such registration shall be borne by the customer.

8.2 Pledging, Chattel Mortgage, and Securities

The customer may not pawn, assign or transfer the title of the equipment for the purpose of securing a debt.

8.3 Seizure or Distrainment by Third Parties

Should third parties instigate the issue of a distress warrant during the duration of the retention of title, the customer shall notify all4-PCB (Switzerland) Ltd. immediately by registered letter and include all necessary documents to enable all4-PCB (Switzerland) Ltd. to intervene. The same applies in case of bankruptcy or composition proceedings and the like. all4-PCB (Switzerland) Ltd. reserves the right to institute all necessary legal proceedings to secure its ownership.

8.4 Default of Payment

If payments are overdue, all4-PCB (Switzerland) Ltd. may reclaim any goods supplied under the applicable rules and provisions or suspend further shipments. all4-PCB (Switzerland) Ltd. reserves the right to assert claims for indemnity.

8.5 Insurance of Property

The customer must adequately insure the equipment at his cost against loss, damage and destruction on the customer's premises as long as all4-PCB (Switzerland) Ltd. retains title to the equipment. all4-PCB (Switzerland) Ltd. may request proof of insurance before delivery of the equipment in the form of an insurance certificate from the insurer or a copy of the insurance contract.

9) REFUSAL OF PERFORMANCE, RETENTION AND COMPENSATION

9.1 Compensation
The customer shall not refuse or retain or compensate payments due to counterclaims unless such counterclaims are acknowledged by all4-PCB (Switzerland) Ltd. or verified by a competent court on the due date of payment.

9.2 Damage of Goods
Loss of, destruction of or damage to the goods during transport or on the customer's premises do not exempt customer from payments when due.

10) SERVICES INCLUDED IN SUPPLY SCHEDULE

- Assistance in devising both floor plan and sequence of operations;
- assistance with installing and commissioning the equipment;
- training of the operating personnel;
- all documentation in duplicate either in English, German or French.

11) SERVICES EXCLUDED FROM SUPPLY SCHEDULE

Any services, performances and parts not specifically mentioned in the quotation, in particular:
- unloading the equipment upon arrival at customer's premises, unpacking and internal transport from the delivery vehicle to the installation site;
- responsibility for above handling procedures;
- insurance coverage for internal transport and installation;
- appropriate foundation and support structures;
- supply and connection of necessary services - and any materials required therefore - such as water, electricity, compressed air, ventilation and air conditioning;
- discharge and disposal of services - and any materials required therefore;
- providing electricians and auxiliary personnel for the installation of the equipment;
- working of all4-PCB (Switzerland) Ltd. personnel during night shifts and weekends.

12) INSTALLATION

12.1 Beginning of Installation
Installation work may begin only under the condition that the necessary manpower (electricians, auxiliary personnel etc.) is available.

12.2 Duration of Installation
Installation and commissioning of the equipment according to the information in the quotation provided that room facilities, electricity, compressed air, exhaust ventilation, air conditioning etc. as well as equipment parts to be supplied by the customer are fully prepared at customer's cost and expense.

12.3 Default of Installation
Should the customer be unable to provide the above-mentioned necessary facilities and conditions in time prior to installation, the beginning of the installation will be jeopardized seriously and may be renegotiated. Costs incurred by all4-PCB (Switzerland) Ltd. due to this delay shall be borne by the customer. Default of installation does not allow customer to retain payments.

12.4 Customer's Internal Rules and Regulations
To ensure a smooth implementation of operations, the customer should arrange for all4-PCB (Switzerland) Ltd. project engineer to be familiarized in time with all pertinent internal regulations and technical rules of conduct (i.e. no smoking, security measures, rules on wearing protective glasses and clothing etc.).

13) ANCILLARY PRODUCTS

Details of delivery of these products are subject to a separate delivery agreement.

14) PLACE OF DELIVERY AND PAYMENT

Place of delivery and payment is Therwil, Switzerland

15) WARRANTY

15.1 Warranty
all4-PCB (Switzerland) Ltd. warranty for all goods and equipment shall last 12 months with effect from the day of the delivery of the goods, but shall not exceed 2500 working hours.

15.2 Notification of Defect
all4-PCB (Switzerland) Ltd. shall be notified immediately in writing in case of recognizable defects within 8 days after delivery and as soon as defect is noticed, if not apparent.

15.3 Replacement and Repair
During the warranty period, all4-PCB (Switzerland) Ltd. shall repair or replace, free of charge, any defective parts or equipment, provided the defects are clearly due to faulty material or faulty construction on the part of all4-PCB (Switzerland) Ltd. or their subcontractors. The customer has to provide evidence.

15.4 Exclusion of Warranty
The warranty shall not cover
- parts subject to wear or consumption items;
- defects and damages resulting from inappropriate handling or use of the equipment;
- defects and damage resulting from use of products other than those specified by all4-PCB (Switzerland) Ltd..
- defects and damage due to the use of chemical products.

The warranty will cease if the customer or third parties attempt to repair or modify the equipment or parts thereof without all4-PCB (Switzerland) Ltd. explicit consent.

15.5 Exceeding Claims
Any claims exceeding those defined in this Article, as well as any claims for damage of any kind on the part of the customer are explicitly excluded. No warranty claim shall entitle the customer to withhold payment that is due, or to make any deduction on payments of the invoices.

15.6 Malfunctioning
In the case of malfunctioning or other difficulties, the local group company or distributor of all4-PCB (Switzerland) Ltd. or its Service Department at all4-PCB (Switzerland) Ltd. in Therwil must be informed immediately.

15.7 Return of Goods
Goods may be returned to all4-PCB (Switzerland) Ltd. at the customer's request, provided such return is explicitly accepted by all4-PCB (Switzerland) Ltd. prior to shipment, subject to prepaid freight.

16) AFTER-SALES SERVICE

For systems and machines all4-PCB (Switzerland) Ltd. offers the following maintenance services:
- maintenance services during the warranty period by all4-PCB (Switzerland) Ltd.;
- for emergency situations, all4-PCB (Switzerland) Ltd. recommends purchase of the standard spare parts kit available along with the equipment.
- Maintenance contracts for regular care of your equipment for preventive measures

17) CUSTOMER'S TERMS OF PURCHASE

Any stipulations in the customer's terms and conditions of purchase that are inconsistent with the present General Terms and Conditions shall be considered invalid without any express objection being necessary.

18) ORAL AGREEMENT

Any oral agreements deviating from, or complementing the present General Terms and Conditions shall be valid only if confirmed in writing by all4-PCB (Switzerland) Ltd.

19) VENUE AND APPLICABLE LAW

19.1 Venue
For any dispute, the Courts of Therwil (Switzerland) shall be held competent.

19.2 Applicable Law
These General Terms and Conditions are subject to the Laws of Switzerland.

In the case of discrepancies between the German, French and English versions of the present General Terms and Conditions, the German version shall prevail and be binding.