

Sales Terms and Conditions

Date 22 October 2007

1. Terms and Conditions

The commercial relationship between FiveCo Sàrl and the Purchaser is exclusively subject to these Sales Terms and Conditions. These terms and conditions do in any case prevail upon other terms and conditions.

2. Delivery

The products mentioned in our catalogues are usually delivered immediately ex warehouse. In the event that a delivery ex warehouse is not possible, the date of delivery shall be mentioned in the order confirmation. In any event, we will not be liable for possible delivery delays.

3. Technical Data

Every technical information shall be mentioned in the user manuals and shall be considered as the only appropriate information. The latest version of the user manual prevails upon the previous ones.

4. Prices

All prices are in Swiss francs. VAT is not included. All prices are target prices and shall apply as long as the catalogue, the price lists or the offer are in force, except in case of writing, printing or calculation errors. Besides, we remain entitled to reasonably increase our prices, in case a price increase is decided after publication of the concerned catalogues.

Postage and packing costs shall be invoiced separately.

5. Payment

Our prices are net. Therefore our invoices shall be paid without deduction and within 30 days after the date of the invoice. In case this term of payment is not met, we are entitled to request interests of 7% and administration costs. We may choose to carry out orders from new clients or from present clients under the condition that they pay on delivery or prior to delivery.

6. Complaint

If the delivery does not correspond to the order, the Purchaser may send a written complaint describing this situation. Such complaint must be sent to us within 5 days after the date of delivery. If no complaint has been sent within this time-limit, the delivery is deemed to be accepted.

7. Return Policy

The products mentioned in the catalogues can be returned to us within 14 days from the date of the invoice under the following cumulative conditions:

- All the returned products have to be unused and in their original packaging.

- All products must be complete and in working condition.
- The products shall not be opened.

If one or several of presaid conditions have not been fulfilled, the return shall be refused and no money shall be refunded.

8. Warranties

If there is no written agreement to the contrary, the products shall benefit from a one-year warranty from the date of the invoice.

In case the warranty is invoked, defective products shall be sent to us with a copy of the invoice. Any warranty is excluded if the defect results from handling, or from normal wear, or from negligence or bad maintenance on the part of the Purchaser, or if the defect results from a case of force majeure or if the product has been opened.

In any event, our warranty is limited to the replacement of the defective products; in particular, there shall be no right to indemnification.

9. Responsibility

The Purchaser is responsible for the choice and the use of the products, as well as for the combination with other products. He is also responsible for putting into place all appropriate security measures. Besides he shall use the products with care and follow all instructions of FiveCo and of the supplier.

We shall in no case be held liable in relation with the installation or the use of the purchased products.

10. Applicable Law and Place of Jurisdiction

The relationship between FiveCo and the Purchaser is subject to Swiss law. Place of jurisdiction is Lausanne.