

## General

By giving his order the customer recognizes the conditions of supply set out below. In order for them to be binding, all mutual agreements must be confirmed in writing.

## Offers

Unless otherwise stated, our offers are binding for 30 days from date of issue.

## Conclusion of contract

The contract is concluded when we have confirmed in writing the acceptance of the order.

## Documents and drawings

Documents and drawings remain our property and may not be made available to third persons without our written permission. Violations of this condition commit the guilty party to full indemnification for damages. Copyright is expressly reserved.

## Pricing

Our prices are net EXW Sargans (INCOTERMS 2010) and, if not otherwise stated, do not include VAT, transport, packing, insurance, assembly, installation and later application support.

We reserve the right to apply a relative price increase if after the conclusion of the contract, material prices or wages increase, including pending orders.

In the case of fluctuations in exchange rates or other changes in import-export costs, we reserve the right to adjust our prices accordingly.

## Payment conditions

The payment conditions are:

30 days net without any discount reduction - payable in Swiss francs as far as not otherwise mentioned .

For late payment we reserve the right to apply a late payment interest of 9 % p.a.

## Delivery conditions

In the absence of mutual agreements our delivery times are not binding. We are entitled to delay the delivery date:

- a) if the delivery conditions are not met;
- b) if through no fault of our own events of any sort whatsoever occur which interfere with the normal course of work for us or for our suppliers regarding the carrying out of the order;
- c) if the information necessary to the carrying out of the work is not made known to us at the correct time or is subsequently modified.

A delay in delivery does not entitle the buyer to withdraw from the contract, nor does it give him any claim for damages or financial losses. A lateness penalty can be claimed only if a corresponding agreement exists.

## Transfer of risk

Dispatch takes place at the buyer's expense and risk, including the case of carriage-free DDP deliveries. Damages can be claimed only in cases where ESPROS is at fault.

## Warranty

ESPROS guarantees products supplied for 24 months from delivery date or 30 months from production date, whatever is longer. If within this period manufacturing or material faults become apparent, we will, at our option, replace, repair or bestow a credit entry for the affected covered parts. We are at liberty to carry out this work at the place of assembly or to require the carriage-free return of the defective parts. Defects caused by incorrect handling, exceptional stresses, failure to follow the instructions for assembly, operating and maintenance, or unauthorized operations are not covered by the guarantee. Our guarantee services apply only to the apparatus and parts supplied by us. We take no responsibility for direct or indirect damage.

Support over and above the guarantee service is charged at the currently applicable hourly rate of ESPROS.

## Limitation of Liability

In no event shall ESPROS be liable for special, indirect, incidental, consequential or punitive damages by whomever incurred, including damages for lost profits, data, time, revenues or the like, nor shall ESPROS' total liability for any claims or damages arising out of or connected with this agreement with respect to any particular ESPROS product, or the manufacture, sale, delivery or use of any particular product, exceed the purchase price of such products.

## Replacement supplies

Complaints are considered only within fourteen days of receipt of the delivery. We reserve the right to deal with justified complaints by replacement, repair or credit entry.

## Retention of property

The goods remain our property until full payment has been made; this is also true in the case of installations or building-in. Counterclaims or complaints give no entitlement to withholding of payment or offsetting of costs without our agreement.

## Law and legal domicile

For the above conditions of offer, payment and supply, including export only Swiss law is applicable. Legal court domicile in every case is the registered office of ESPROS AG.

## Quality control

The CCD / CMOS high performance image sensors by ESPROS Photonics are made up of thousands of pixel sites that are microscopic photodiodes—charged electronic elements that respond to light. A small number of these pixels may cease to function after some time or may not even be functional when the sensor is manufactured, due to the delicate production process and the involved statistics of large pixel numbers.

ESPROS Photonics applies stringent quality control procedures and limits the number of such under-performing pixels allowed on a good imager product. ESPROS Photonics explicitly reserves the right, to supply a customer with products within these set limits for imager quality control, which are available on request.