

1. GENERAL

The terms and conditions of sales and purchasing contained herein shall apply to all quotations and offers made by and purchase orders accepted by DICO-POWER. These terms and conditions contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions contained herein irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of goods ordered hereunder. DICO-POWER's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing, signed by a corporate officer of DICO-POWER, before becoming binding on either party.

2. QUOTATIONS

Quotations are dated and valid for thirty (30) days for any distribution products with products provenience directly from the manufacturers represented by DICO-POWER. All other products located and purchased on the open market are quoted upon their current availability and are subject to prior sales.

3. PRICING

Quoted prices are subject to modification or withdrawal without notice. All billings for products and services will be at the price indicated on the quotation to customer and are strictly net. Unless otherwise specified or required by law, all prices will be quoted and billed exclusive of International duties and customs, VAT - Value Added Tax, Foreign taxes, sales- or any other taxes. Cost for packing and transportation is not included and will be billed accordingly. A fee for international banking applies for all Export customers.

4. TERMS OF PAYMENT

All sales orders will be invoiced in advance - T/T in advance. Orders will be processed only after full payment has been received. A banking fee will be charged for all international sales. Until Buyer has made payment completely and according to invoice, all goods will remain in DICO-POWER's possession.

5. TITLE AND DELIVERY

Unless otherwise agreed upon by DICO-POWER, all sales are made EX WORKS (Incoterms 2000) point of shipment at supplier's main office. DICO-POWER's title passes to Buyer and DICO-POWER's liability to deliver ceases upon making delivery of material purchased hereunder to carrier at shipping point in good condition; the carrier acting as Buyer's agent. All claims for damages must be filed with the carrier. Claims against DICO-POWER for shortages must be made within five (5) days after arrival of shipment. DICO-POWER assumes no responsibility for delay, breakage or damage after having made delivery in good order to the carrier.

6. ACCEPTANCE

The Buyer shall accept or reject nonconforming products within five (5) days of receipt of each shipment. Failure to notify DICO-POWER in writing of nonconforming products within such period shall be deemed an unqualified acceptance.

7. COUNTRY OF ORIGIN

Unless otherwise confirmed, nothing in DICO-POWER's publications are to be taken as a representation of the source of origin, manufacture or production and date code of the goods and parts thereof.

8. LIMITED WARRANTY

DICO-POWER warrants that the products covered hereby shall be free from defects in workmanship and materials, and shall conform to DICO-POWER's published specifications or other specifications accepted in writing by DICO-POWER for a limited time of 1 (one) year following the date of manufacture of the products. The foregoing warranty does not apply to any products which have been subject to misuse (including static discharge), neglect, accident or modification or which have been soldered or altered during assembly and are not capable of being tested by DICO-POWER under its normal test conditions. DICO-POWER shall make the final determination as to the existence or cause of any alleged defect. DICO-POWER's sole obligation to Buyer hereunder for products failing to meet the aforesaid warranty shall be, at DICO-POWER's discretion, to replace the nonconforming product or issue Buyer credit for the purchase price of the nonconforming product where: 1) DICO-POWER has received written notice of any nonconformity, and 2) after DICO-POWER's written authorization to do so Buyer has returned the nonconforming product to DICO-POWER, freight prepaid, and 3) DICO-POWER has determined that the product is nonconforming and that such nonconformity is not a result of improper installation, repair, test, or other misuse by Buyer. In no case are products to be returned without first obtaining permission and a customer return order number (RMA) from DICO-POWER. None of DICO-POWER's products may be used in a life support application or in aeronautical appliances. The foregoing warranty and remedies are exclusive and are made expressly in lieu of all other warranties expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose. DICO-POWER neither assumes nor authorizes any other person to assume of it any other liability in connection with sale, installation or use of its products and shall not be liable for damages due to delay in deliveries or use and shall in no event be liable for incidental or consequential damages of any kind, whatever arising from contract, tort or negligence, including but not limited to, loss or goodwill, over-head or other like damages.

9 WARRANTY EXCLUSION

Warranty exclusion applies with all other products and parts whose provenience is not directly from the original manufacturers represented by DICO-POWER and thus are located and bought on the open market. These products are bought on the Buyer's sole responsibility and in no case can DICO-POWER may be liable for such parts not complying either with their function specified by the original manufacturer or failure during use.

10. NCNR AGREEMENT

In some cases, parts or products will be either manufactured or purchased exclusively on the Buyers order and thus cannot be used for any other customer or purposes. DICO-POWER reserves the right to accept and proceed with orders containing such parts only in connection with a clause that states these parts expressively under an NCNR-agreement - "non cancellable, non returnable". Orders with a NCNR clause cannot be cancelled, amended or postponed after DICO-POWER's firm sales confirmation and parts cannot be returned to DICO-POWER in any case, including non-compliance of parts to specifications and function or failure during test or application.

11. TECHNICAL ADVICE

No liability shall result from goods that have been used by the customer in any way at variance with the manufacturer's instructions. This includes moisture sensitive devices which are purchased without a sealed original manufacturer's dry pack and must be correctly dried prior to use. Buyer shall refer to the manufacturer's guidelines for the required bake time and temperature. Failure to observe these precautions will invalidate any warranty offered by DICO-POWER. Also, any technical advice or service given by DICO-POWER regarding use or application of parts, shall not amount to a warranty as to fitness for any purposes, other than in accordance with the manufacturers specifications.

12. CONTINGENCIES

All orders will be processed chronologically to incoming purchasing orders. DICO-POWER will use its best efforts to fill all orders according to the agreed schedule and quantity. DICO-POWER shall not be responsible for any failure to perform due to delays of subcontractors, due to unforeseen circumstances or to cause beyond DICO-POWER's control. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, labour or materials or for any other causes beyond DICO-POWER's reasonable control. In the event of any delay caused by such contingency, the date of delivery shall, at the discretion of DICO-POWER, be deferred for a period comparable to the time of loss by reason of the delay.

13. CANCELLATION, ALTERATION, POSTPONEMENT

Orders placed with DICO-POWER can be cancelled within 5 (five) days according international laws. After that period orders cannot be cancelled or altered and will be billed in full amount. Extra costs incurred as a result of cancellation or postponement will be charged to the Buyer in full amount.

14. LIMITATION OF LIABILITY

DICO-POWER's liability under or for breach of this agreement shall be limited to refund of the purchase price of the products. In no event shall DICO-POWER be liable for costs or procurement of substitute goods, loss of profit, or for any other special, consequential or incidental damages, however caused, whether for breach of warranty, breach of contract, repudiation of contracts, negligence or otherwise.

In case products bought from DICO-POWER are commodities or goods for resale and DICO-POWER acts only as a broker, in between Manufacturer and Buyer, as a sales organisation, DICO-POWER shall in no case be held responsible for the quality of the products, their function and technical specifications or any problems and consequences resulting. Complaints regarding quality and function may be directed to the manufacturer only.

15. CONTROLLING LAW / PLACE OF JURISDICTION

The terms and conditions contained herein shall be governed by and construed under the laws applicable at the place of DICO-POWER's headquarters'. Thus, all orders and deliveries are governed by Swiss material law. Place of performance for any obligations resulting directly or indirectly from these is the domicile of DICO-POWER in Switzerland.

16. SUBSTITUTIONS AND MODIFICATIONS

DICO-POWER reserves the right to modify the specifications of components offered by DICO-POWER providing that, in DICO-POWER's opinion, the modification will not materially affect the performance. No liabilities may result from such modifications made in the best of DICO-POWER's knowledge.

17. CONSEQUENTIAL DAMAGE

In no event shall any claim for consequential or special damages be made by either party.

18. CRITICAL APPLIANCE POLICY

DICO-POWER's products are designed for commercial use and are not authorized for use as critical components in life support devices, aeronautical, aerospace or other critical appliances. DICO-POWER shall in no case made liable for any damages or claims resulting.

As used herein:

- Life support devices or systems are devices or systems which (1) are intended for surgical implant into the body, or (2) support or sustain life and whose failure to perform when properly used in accordance with instructions for use provided in the labelling can be reasonably expected to result in a significant injury to the user. A critical component is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.
- Appliances in the Aircraft or Aerospace industry that are part from requirements for a certificate of conformance, Reference QD 4.6-40, Section 4.15.5.3 and similar.

19. GENERAL LEGAL

The prevailing party in any legal action brought by one party against the other shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including court costs and reasonable attorney's fees. Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, DICO-POWER may decline to make further shipments. If DICO-POWER elects to continue to make shipments, such action shall not constitute a waiver of any default by Buyer or in any way affect DICO-POWER's legal remedies for such default. The terms and conditions herein, constitute the entire contract between the parties and supersede all previous communications, whether oral or written. Any changes to this contract must be made only upon mutual agreement of the parties in writing.

In the event that any section of these terms and conditions are deemed unenforceable, the remaining sections shall remain in force.

20. IMPORT / EXPORT

Buyer agrees to comply with all applicable laws and regulations of Switzerland and the destination country. Buyer understands that DICO-POWER is subject to regulation by agencies of the Swiss government, including Department of Commerce, which prohibit export or diversion of products sold by DICO-POWER to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable Swiss laws and regulations. Buyer warrants that it shall not sell any products in countries or to users not approved to receive classified technical equipment under applicable laws and regulations or that Buyer otherwise has knowledge of such laws and regulations, and that it will abide by such laws and regulations. Buyer shall hold harmless and indemnify DICO-POWER for any damages resulting to DICO-POWER from a breach of this paragraph by Buyer. Furthermore, DICO-POWER shall in no circumstances be liable for any damage, loss or claim however occasioned by an act of omission on the part of the Buyer, in contravention of any regulations issued by the United States Government concerning the export of goods, services or technology.

21. PRIVACY

When ordering with DICO-POWER, you will be asked for your name, your e-mail address, and when applicable, your billing address and the address for shipment of your order. DICO-POWER maintains personal information for statistical purposes to improve for users' needs, to offer services, to improve administration and to correspond with users. If you wish DICO-POWER to discontinue correspondence with you, DICO-POWER will terminate the activity upon receipt of your request. DICO-POWER will not give or sell this information to any third party for its use in marketing or solicitation for products from other companies. However, DICO-POWER will only provide your information to third parties that DICO-POWER uses for delivering specific services to you - such as for shipping purposes when you ask DICO-POWER to send you something.

If payments are made by using a secure server to make purchases, DICO-POWER will also ask for your credit card number, expiration date and security code. DICO-POWER will only use this information for the limited purpose of processing your orders through DICO-POWER's credit card clearing service or bank.

22. INFORMATIONS AND LINKS TO OTHER COMPANIES

The DICO-POWER Web site contains links and informations to third party Web sites. These links are provided solely as a convenience to you and not as an endorsement by DICO-POWER of the contents on such third party Web sites. DICO-POWER is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of material, services or products on such third party Web sites. If you decide to access linked third party Web sites, you do so at your own risk.

Effective August, 2008

DICO-POWER GmbH (Ltd.)