

General Terms and Conditions

1. General

This document is a translation of the German original. For legal purposes, only the German original is binding. The recommended prices are in Swiss francs excl. VAT. We reserve the right to adjust prices without prior notice. Special prices are only valid subject to a written quotation.

Small volume surcharge: Orders **below CHF 100.-** are subject to a handling surcharge of **CHF 30.-** in Switzerland, and **CHF 100.-** for export orders

2. PAYMENT

All payments are due net 30 days after date of invoice unless otherwise agreed. An interest of p.a. 5% will be charged for overdue payments. Other terms for larger orders are negotiable.

3. SHIPPING AND SCHEDULING

All shipments are ex works I.L.E.E. AG Urdorf, partial deliveries are allowed. I.L.E.E. AG shall undertake best effort to ascertain that deliveries are to schedule. I.L.E.E. AG does not accept claims for damages, penalties or cancellation of contract based on delayed shipments.

4. OBJECTIONS AND LIABILITY

Objections to shipments must be made immediately upon receipt of shipment, otherwise the merchandise is accepted. Shipments with damages caused by transport must be accepted with reservation and notice must be given to the shipping company for verification within the legal period.

5. GUARANTEE

For distributor items, the manufacturers warranty applies. For I.L.E.E. products, the guarantee is for a duration of 12 month starting from the date of shipment. I.L.E.E. AG warrants that all merchandise is shipped in perfect condition. Upon written notification of the customer, I.L.E.E. AG shall by own choice correct or replace all parts which are proven to be defect or not fit for use due to faulty material, design or workmanship. Ownership of replaced parts is with I.L.E.E. AG. Any claims for damages in excess of this guarantee are not acceptable.

Defects not caused by I.L.E.E. AG due to act of God, normal wear, improper use, changes made by others, overload, unsuitable equipment or voltage variations (i.e. breakage's of laser tubes or defaults caused by attempts to repair equipment by own accord) or similar acts, are excluded from the guarantee.

6. LIABILITY

Laser can be dangerous and cause damage to eyes. The user accepts the responsibility to obtain all necessary on applicable regulations and standards prior to the use of a laser system and to ascertain the implementation of these regulations and standards. I.L.E.E. AG rejects all liabilities and rights of recourse, irrespective of fault, for all third party claims against I.L.E.E. AG under product liability, if and in so far as the claims being asserted are not attributable to a technical fault decisive for product liability in goods supplied by I.L.E.E. AG and /or the user has incorrectly applied the necessary care to satisfy the requirements of the applicable regulations.

7. IMPORT AND EXPORT

The customer accepts any regulation in regards to import and export of equipment supplied by us and to pass these on to the end user.

8. PACKING OF REPAIR ITEMS

Packing and shipping of repairs (general):

- Returns to be made in suitable packing.
- Shipping cost are to be paid by the customer

9. PROCESSING OF REPAIR ORDERS

In order to avoid unnecessary cost and delays due to missing information, please follow the guidance below:

- Always provide an exact description of the defect. This will reduce unnecessary test cost.

Conditions for Guarantee claims:

- To accept guarantee claims we require either a copy of the original invoice or delivery note.

10. APPLICABLE LAW AND LOCATION

Our contracts of delivery are subject to Swiss law. The court of jurisdiction for both parties is Zürich.

Urdorf February 2006

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