

General terms and conditions of

**CD Lab AG
Irisweg 12
CH - 3280 Murten**

1. Scope of application

These general terms and conditions apply to all agreements concluded by the company CD Lab AG (hereafter referred to as "CD Lab").

Any additional conditions, including in particular the general terms and conditions of the contracting partner of CD Lab, shall only apply if CD Lab expressly consents in writing. If a contradiction exists between these general terms and conditions and the additional conditions of the contracting partner of CD Lab, it shall be the responsibility of the contracting partner of CD Lab to initiate negotiations, otherwise it shall be deemed to have waived its own conditions.

Ancillary agreements as well as changes and supplements to these general terms and conditions must be made in writing in order to be valid. This also applies to any change to the requirement of the written form.

The contracting partner of CD Lab declares that it accepts these general terms and conditions as of the conclusion of the contract.

2. Offers / price lists

Unless specified otherwise in the documents, the offers of CD Lab shall remain valid for 30 days after the offer is made.

The price lists shall be valid for 30 days after their publication, but do not constitute offers.

3. Orders

Orders and order confirmations must be in writing in order to be valid. Until conclusion of a contract, CD Lab remains free to break off the contract negotiations at any time without liability for any costs.

If the conclusion of a contract requires an order confirmation, CD Lab shall only be bound if the confirmation does not diverge from the order, even with respect to the ancillary points.

4. Prices/payment conditions

All indicated prices are net prices, exclusive of value-added tax, which shall be payable in addition.

The prices are shown in Swiss francs (CHF).

Any incidental expenses, especially packaging costs and, in cases where the merchandise must be shipped to some other place than the place of performance, the transport costs, shall be payable in addition.

Unless otherwise agreed, payment shall be made within 30 days from the date of the invoice.

5. Delivery period

The delivery is done on the agreed delivery date.

The agreed delivery period shall be regarded as having been fulfilled if, at the end of that period, the merchandise has left the factory of CD Lab or, insofar as the merchandise is not shipped from CD Lab, the contracting partner of CD Lab has been informed that it is ready to be picked up.

6. Transfer of risk

The transfer of risk occurs as soon as the merchandise leaves the factory of CD Lab.

The contracting partner of CD Lab shall bear the risk of transportation.

7. Reserved ownership

CD Lab remains the owner of the goods until receipt of full payment.

In the event of behaviour by the contracting partner contrary to the contract, CD Lab is authorised to take the merchandise back, and the contracting partner is obliged to return the same. The taking back of the merchandise has no effect on the contractual obligations of the contracting partner, in particular the obligation to pay the price.

8. Warranty

The contracting partner is obliged to inspect the merchandise immediately after delivery and, if necessary, to notify CD Lab of any defects.

Notice of defects made more than five days after delivery shall be deemed late, except for latent defects, which must be notified immediately after discovery.

Notice of defects must be made by registered letter.

CD Lab is authorised to remedy, or have remedied, any defects by repairing or replacing the merchandise within an appropriate period.

Warranty claims expire one year after delivery of the merchandise.

9. Liability

The contractual liability of CD Lab as well as its legal representative and vicarious agents is limited to intent and gross negligence.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL CD LAB BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO USE OR INABILITY TO USE THE CD LAB SOFTWARE, HOWEVER CAUSED AND EVEN IF CD LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Cancellation

CD Lab shall be entitled to cancel the contract in particular in the following events :

- In the event of breach of essential contractual obligations by the contracting partner.
- In the event that the claim for payment of CD Lab is endangered.

For the rest, the right of cancellation of the two contracting parties is determined in accordance with the respective legal provisions.

11. Place of performance

The place of performance is Murten, Switzerland.

12. Choice of law

The entire contractual relationship is governed by **Swiss law**. Application of the Vienna Sales Convention (SR 0.221.211.1) is expressly excluded.

13. Jurisdiction

Jurisdiction for all legal disputes deriving from the contractual relationship as well as concerning its formation and its effectiveness is Murten/CH. However, CD Lab is entitled to sue the contracting partner at his place of residence/registered office.

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