

Standard Terms and Conditions of Sale

The terms and conditions of sale contained herein apply to all quotations made and purchase orders entered into by NVS Technologies AG., (NVS).

1. All prices quoted are in US funds, FOB NVS facility in Montlingen, unless otherwise stated.

2. The prices quoted herein will be valid for a period of Thirty (30) days, beyond which the prices may be subject to change without notice.

3. The quoted price does not include applicable taxes, tariffs, duties, fees, surcharges or shipping charges.

4. NVS payment terms are: Net Thirty (30) days from the date of invoice.

5. All technical, commercial and business information disclosed pursuant to this quote shall be maintained in confidence by both parties, and not disclosed to any third party without written authorization.

6. Title to product purchased shall not vest in purchaser until payment is made in full. Risk of loss shall pass to purchaser FOB NVS facility in Montlingen. All claims for damages must be filed with the carrier. All shipments will normally be made Parcel Post, Air Express, or Air Freight. Unless specific instructions from the Buyer specify which of the foregoing methods is to be used, NVS will exercise its own discretion.

7. Products sold by NVS are warranted to be free from defects in materials and workmanship and to meet the applicable specifications when tested to published specifications for a period of twelve (12) months from date of sale to the end-customer but not exceeding period of twenty four (24) months from date of shipment from NVS (in case of sales via a distributor or an agent). THE FOREGOING IS IN LIEU OF ANY OTHER WARRANTY EXPRESS, IMPLIED OR STATUATORY, INCLUDING THE IMPLIED WARRANTIES OR MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. The Liability of NVS under this warranty is limited solely to replacing, or repairing, or issuing credit (at the discretion of NVS) for such products that become defective or fail to meet the specifications during the schedule period, or prior to the date Buyer uses or resells such products, whichever date sooner occurs, provided that NVS will not be liable under this warranty unless; (i) NVS is promptly notified in writing by Buyer upon discovery of defects or failure to meet specification, (ii) the defective unit is returned to NVS, transportation prepaid by the Buyer, (iii) the defective units is received by NVS for adjustment no later than Four (4) weeks following the last day of the warranty period, and (iv) NVS examination of such unit shall disclose, to its satisfaction, that such defects or failures have not been caused by misuse, neglect, improper installation, repair, alteration or accident.

8. VOIDING WARRANTY: IN NO EVENT SHALL NVS BE LIABLE TO THE BUYER FOR LOSS OF PROFITS, LOSS OF USE, OR DAMAGES OF ANY KIND BASED UPON A CLAIM FOR BREACH OF WARRANTY.

9. Technical advice: NVS warranties as hereinabove set forth shall not be enlarged, diminished, or affected by, and no obligation of liability shall arise or grow out of, NVS rendering of technical advice or service in connection with the Buyer's order or the products furnished hereunder.

10. LIMITATION OF LIABILITY: IN NO EVENT IS NVS LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS OR GOODWILL) OR SPECIAL DAMAGES RESULTING FROM ITS PERFORMANCE OR USE OF ANY GOODS OR SERVICES SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY OR SUCH PARTYS NEGLIGENCE.
