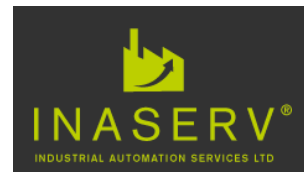


TERMS OF DELIVERY



1. Scope

All our supply contracts are governed exclusively by these terms and conditions of delivery. We shall not be bound by the client's purchasing conditions. The client shall be bound by his order for a period of four weeks.

Software transactions are with precedence governed by the Software Conditions issued by the Austrian Electrical and Electronics Industry Association (available at our homepage), assembly work by the Terms and Conditions for Assembly Work issued by the Austrian Power Current and Light Current Engineering Industry and/or (where applicable) the Terms and Conditions for the Assembly of Electrical Equipment used in Medicine issued by the Austrian Electrical and Electronics Industry (the current versions are available at www.feei.at).

Any departure for the terms and conditions mentioned shall be valid only if expressly accepted by a written acknowledgment on our part.

2. Submission of offers

Our tenders, price lists, quotations and specifications are not binding. All offers are without engagement and we reserve the right of change due to typing mistakes and errors. Offer is only valid until stocks last and only until the market situation allows it.

Tender documents and project documentation must not be duplicated nor made available to third parties without our permission.

3. Conclusion of contract

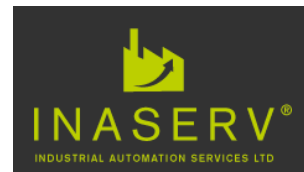
The contract is considered to be concluded when after receiving the order a written order confirmation from ourselves have been sent. Subsequent amendments of or additions to the contract shall be subject to written confirmation.

4. Prices

Our prices shall be quoted from our site in 4600 Wels. Prices are based on costs obtaining at the time of the first quotation. In the case that the costs have increased by the time of delivery, we have the right to adjust prices accordingly. Expenses for estimates of costs of repair and maintenance or for expert valuations shall be invoiced to client.

In the case of service contracts, invoices will be submitted on completion of the services actually provided. In the case of unscheduled services charged on an hourly basis and services which are only invoiced if actually performed, the full amount shall be payable even if the confirmation documents have not been signed. If services are not performed at the place of fulfilment, travelling time from our site shall be regarded as working time.

TERMS OF DELIVERY



Clients shall be liable for any and all charges, taxes or other duties levied in respect of delivery.

5. Delivery

All delivery dates and periods are approximate. Fixed contracts are not permitted. The period allowed for delivery shall commence at the latest of the following dates:

- a) the date of order confirmation;
- b) the date of fulfillment by client of all the conditions, technical, commercial and other, for which he is responsible;
- c) the date of receipt ourselves of a deposit or security due before delivery of the goods in question.

Claims for compensation on the part of the client due to delayed delivery/services or non-fulfilment are precluded.

Any partial services already performed must be accepted and paid for by the client. Partial deliveries and part invoices are admissible and payable by the client in accordance with the specified terms and conditions of payment.

6. Passage of risk and place of performance

Our products are dispatched from our site in 4600 Wels at the client's risk, even if we are responsible for shipment and other costs. This provision also includes the case of shipment being effected, organized and supervised by ourselves and the case of delivery being made in connection with assembly work to be undertaken by ourselves. Risk is transferred to the client when the products are handed over to the carrier.

For services the place of performance shall be the place at which the service is rendered; the risk in respect of such services or any part thereof that may have been agreed upon shall pass to the client at the time the services have been rendered.

The client undertakes to do everything in his power to ensure that our operations and services can commence and that they can be performed in due fashion and without any problems. If this is not the case, we must be compensated for any additional outlay incurred.

If the client does not accept the products or services, either in part or in full, or does not meet the conditions for the services to be performed, we may terminate the contract after setting a 14-day notice period and/or claim compensation on the grounds of non-fulfilment. We are entitled to claim either thirty percent of the agreed contractual sum without the need to provide proof of loss, or compensation for the actual loss incurred. This also applies if the contract is cancelled for other reasons beyond our control.

7. Payment

Unless otherwise agreed, our invoices are payable in full within 14 days of the invoice date. Any other target or discount agreements require separate notification.

Payment shall be deemed to have been effected on the date at which the amount in question is at our disposal.

In the event of an instalment agreement, the full amount shall become due even if only one instalment is missed.

The client is not entitled to withhold payment for any reason whatsoever or to offset payments against our claims. If, in the case of a delivery or service, the client has the right to withhold payment, this is limited to the amount of capital required to cover the appropriate remedial costs.

If the client fails to meet the terms of payment or any other obligation arising from this or other transactions, we may without prejudice to his other rights

- a) suspend performance of his own obligations until payments have been made or other obligations fulfilled, and exercise his right to extend the period of delivery to a reasonable extent,
- b) call in debts arisen from this or any other transactions and charge default interest amounting to 1.25 % per month plus turnover tax for these amounts beginning with the due dates, unless we proves costs exceeding this.

In any case we have the right to invoice all expenses arising prior to a lawsuit, especially reminder charges and lawyer's fees.

Discounts or bonuses are subject to complete payment in due time.

We retains title to all goods delivered by ourselves until receipt of all amounts invoiced including interests and charges. If the client falls into arrears in respect of his payment obligations or if he contravenes any of the requirements arising from the agreed reservation of ownership, the entire outstanding claim shall be payable immediately. In any event, we are entitled to demand the return of the items which are still our property, without terminating the contract, and to collect these from the client. The client has no right to retain these goods under these circumstances.

8. Warranty

If all claims are otherwise excluded, the client shall undertake to inspect the delivered goods or services provided without delay and to submit an immediate written report detailing any defects which he has observed. **Warranty claims only refer to the goods. Any warranty is excluded by delivery, installation and maintenance.**

TERMS OF DELIVERY



Our warranty periods apply as following:

REPIP EXPIP USPIP LNPIP OLPFS	6 months
NIBFS EXPFS REPFS	12 months
PC/ PC's by NIBFS/EXPFS/REPFS	24 months

Basically for the products **NIBFS / EXPFS / REPFS** we only pass on the warranty of the producer.

REPIP: Warranty claim only for products or spare parts that are explicitly stated on the invoice.

We may, at our discretion, fulfil warranty claims by rectifying the defect or replacing with perfect goods or by offering an appropriate price reduction, especially if rectifying the defect is not possible or would only be possible by incurring disproportionately high costs on our part. We assume that if items will be returned our applied yellow seal is undamaged.

We accept no liability for complete or partial failure or in the event of damage caused by the material or preliminary service provided.

If the client does not notify us in writing, giving full details, of the precise use (type, place of use, extent of use, etc.) which he intends to make of the goods or services we have provided, we do not accept liability for damage or any other consequences which may arise as a result of the specific usage.

9. Exclusion of warranty

If you are sending defect articles to our stores, there do not exist any claim to a warranty in case of an improper package or transport, overvoltage, lightning strike, inappropriate equipotential bonding or incorrect earthing. In case of an inappropriate use concerning the environmental conditions such as excess temperature or air humidity a warranty on our part is excluded. We do not take any warranty for corrosion damage.

10. Special terms

- The products NIBFS / EXPFS / REPFS may be older modules from the produces, which are pre-processed or used. These products may not necessarily have to be sealed.
- Special-purpose modules need not necessarily be sealed.
- The return goods of the EXPFS products must be repairable, otherwise the new price will be charged. New items can be pre-processed.
- If REPFS products are not repairable, costs for the assessment will be charged

11. Liability

Any claims for damages against us shall be excluded, irrespective of the legal grounds on which they are based. This also includes claims made on the grounds of breach of contract and/or conclusion of a contract, but also in accordance with the provisions of the Product Liability Act for damage to persons or property as a result of a defect in the goods. This applies unless we are found to be guilty of deliberate intent or gross negligence, in which case the burden of proof lies with the client. All claims for compensation for consequential damage, such as loss of output or profits, etc. are excluded in their entirety.

All claims for damages and any appeals against us must be enforced within six months, otherwise they will lapse.

The amount in dispute must not exceed the double product value of the delivery.

We are not liable for production stoppages.

12. Industrial property rights

Information required in order to process the order and accounts will be stored in our IT system, e.g. client's name, address, order and accounting information. We will only use the stored data in accordance with the statutory provisions.

13. Seminar conditions

Training Fees: The costs listed are in Euro excl. VAT per participant and include in addition to all courseware lunch, soft drinks and coffee during the break. On request we will also make hotel reservations for you.

Cancellation: 25% of course fees will be charged in case of a training cancellation within 10 working days before the start. With less than 4 participants per seminar, we reserve the right to postpone or to cancel the seminar.

Copyrights: It is not allowed to keep the software which is provided during the training, with you or to copy it or to make it available to third parties.

All rights are owned by the company INASERV Ltd.

14. Jurisdiction and applicable law

In the event of any disputes which may arise from this supply contract, the sole place of jurisdiction shall be the competent court in Wels.

The place of fulfilment shall be Wels.

The contractual relationship shall be governed exclusively by Austrian law, with the exception of UN sales law which is excluded.