

1. SOLE TERMS. Sensorwell's sale is expressly limited to the terms herein and any additional or different terms or conditions on Buyer's purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Sensorwell. Sensorwell's acceptance of Buyer's purchase order is expressly conditional upon Buyer's assent to the terms and conditions contained herein in their entirety. Buyer's acceptance of delivery from Sensorwell constitutes Buyer's acceptance of these terms and conditions in their entirety.

2. QUOTE/ PRICES. Sensorwell's quotation, if constituting the reverse side of this document, is firm only if Buyer enters an order within the time specified on the quote or, if none be mentioned, 30 days. Buyer must request shipment of the entire quantity of goods ordered within 12 months from date of order, otherwise, Sensorwell standard prices at time of shipment may, at Sensorwell's option, apply to those quantities actually delivered, even if already invoiced. All tooling, designs, drawings, and other intellectual property produced or delivered hereunder are owned by Sensorwell. If, at any time, Sensorwell's costs of materials have increased by 5% or more, then Sensorwell may increase the price on all affected goods accordingly with respect to existing and future Sensorwell quotations and/or Buyer purchase orders.

3. PAYMENT. Unless otherwise stated on the face hereof, all payments are to be in EURO unless stated otherwise on the face hereof and are due in Sensorwell's account within 30 days from date of invoice. Invoices remaining unpaid after their due date will be subject to an interest charge of 2% per month above Sensorwell's bank base rate applicable at the time (or the maximum rate allowed by law). Buyer will pay all costs of collection on unpaid amounts, including attorneys' fees.

4. DELIVERY. All delivery dates are estimates unless agreed otherwise by Sensorwell in writing. Delivery terms for goods are EXWORKS (Incoterms 2000) Sensorwell's facility with all risk of loss or damage to goods passing to Buyer upon delivery to carrier. Within 30 days of delivery, any claim for shortage must be reported in writing to Sensorwell, otherwise all goods will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Sensorwell caused by or related to Buyer's acts or omissions. Title to the goods shall pass to Buyer when it has paid the full price for the goods.

5. TAXES. The amount of any and all applicable taxes will be added to the price and paid by Buyer, unless Buyer has provided Sensorwell with exemption certificates acceptable to the taxing authorities.

6. FORCE MAJEURE. Sensorwell is not liable for any delay in production or delivery of goods if due to a force majeure event, which includes, among other things, shortages or inability to obtain materials or components, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any government that would limit Sensorwell's ability to perform, fire, earthquake, flood, severe weather conditions, or any other acts of God, quarantines, epidemics, pandemics, or other regional medical crises, labour strikes or lockouts, riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (or imminent threat of same), or any other cause whatsoever beyond Sensorwell's reasonable control. If the force majeure event continues for longer than 90 days, either party may terminate Buyer's purchase order and Buyer will pay Sensorwell for work performed prior to termination and all reasonable expenses incurred by Sensorwell as a result of such termination. In the event of delays in delivery or performance caused by force majeure or Buyer, the date of delivery or performance shall be extended by the period of time Sensorwell is actually delayed or as mutually agreed. If, for reasons other than the foregoing, Sensorwell should default or delay or not deliver goods, Buyer's sole remedy against Sensorwell is an option to cancel Buyer's purchase order, through prior written notice to Sensorwell.

7. TERMINATION. No Buyer purchase order may be terminated without Sensorwell's prior written consent. Goods scheduled for shipment within 30 days cannot be rescheduled. Goods scheduled for shipment between 30 and 60 days may be rescheduled with Sensorwell's prior written consent and if rescheduled beyond 60 days that quantity may not be further rescheduled. Buyer is, nonetheless, liable for termination charges, which may include (a) a price adjustment based on the quantity of goods delivered, (b) all costs, direct and indirect, incurred and committed for Buyer's terminated purchase order, (c) the full cost of all unique materials required for custom goods, and (d) a reasonable allowance for prorated expenses and anticipated profits consistent with industry standards. Sensorwell may terminate a Buyer purchase order in whole or in part upon Buyer's breach of these terms and conditions or Buyer's bankruptcy, insolvency, dissolution, or receivership proceedings.

8. INFRINGEMENT INDEMNIFICATION.

(a) Sensorwell shall not be responsible for any settlement or compromise of any such third party claim made without Sensorwell's written consent. Sensorwell has no obligation and this Section 8 will not apply to any claim of infringement of any intellectual property right of a third party (i) by goods not in Sensorwell's catalogue or goods developed pursuant to Buyer's direction, design, process, or specification, (ii) by the combination of any goods with other elements if such infringement could have been avoided but for such combination, (iii) by goods that have been modified if such infringement would have been avoided by the unmodified goods, (iv) by goods not used for their ordinary purpose, or (v) by software if such software is other than the latest version of the software released by Sensorwell. Buyer agrees to defend, indemnify, and hold harmless Sensorwell from and against any claims, suits, or proceedings whatsoever arising from such exclusions identified in this Section 8(b).

(b) At any time after a claim has been made or Sensorwell believes it likely to be made, or a court of competent jurisdiction enters an injunction from which no appeal can be taken, Sensorwell will have at its option the discretion to (i) procure for Buyer the right to continue using such goods, (ii) replace or modify such goods, or (iii) accept the return of such goods and refund the purchase price less 20% annual depreciation from shipment date. The foregoing states Sensorwell's entire liability and Buyer's exclusive remedy for any actual or alleged infringement of intellectual property rights. This section 8 is in lieu of and replaces any other expressed, implied, or statutory warranty against such infringement.

9. SOFTWARE. Software, if listed on the face hereof or installed on a good listed on the face hereof, is governed by the following terms unless a software license agreement is included with such software. Software is hereby licensed and not sold. Subject to Buyer's compliance with these terms and conditions, Sensorwell grants a personal, limited, nonexclusive license to use the object code of the software solely for Buyer's internal purposes. The license is limited to such goods and/or location(s) as are specified on Buyer's purchase order for which this instrument serves as either a quotation or acknowledgment. No other use is permitted. Sensorwell retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes, without limitation, all rights in patents, copyrights, trademarks, and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation, disassembly, or redistribution of the software except as expressly permitted herein. Nor shall Buyer copy, disclose, distribute, or display any such software, or otherwise make it available to others (except as Sensorwell authorizes in writing) or allow any unauthorized use of the software. If the software is delivered with a good listed on the face hereof, Buyer may only transfer its license of the software to a third party in conjunction with the sale by Buyer of the good on which the software is installed. Sensorwell may terminate this license if Buyer defaults under these terms and conditions.

10. WARRANTY. The following is in lieu of all other warranties and conditions, express or implied (other than the terms implied by section 12 of the Sale of Goods Act 1979), including those of satisfactory quality and fitness for particular purpose.

Except as otherwise expressly provided herein, Sensorwell warrants goods of its manufacture in all material respects to be free of defective materials and faulty workmanship and as conforming to applicable specifications and/or drawings. Sensorwell may, without notice to Buyer, incorporate changes to goods that do not alter form, fit, or function. Commencing with Sensorwell's date of shipment, Sensorwell's warranty shall run for the period specified on the face hereof or, if none be mentioned, 12 months. Non-complying goods returned transportation prepaid to Sensorwell will be repaired or replaced, at Sensorwell's option, and return-shipped lowest cost, transportation prepaid. No goods will be accepted for return without an authorization number obtained in advance of shipment to Sensorwell. Goods subject to wear and tear or burnout through usage shall not be deemed defective because of such wear and tear or burnout. No warranty shall apply if, in the sole opinion of Sensorwell, the defect or damage was caused by or related to installation, combination with other parts and/or products, modification to or repair of any goods other than by Sensorwell, or resulted from Buyer's acts, omissions, misuse, or negligence. Repaired or replaced goods shall be warranted for the remainder of the unused warranty term or for 90 days from shipment, whichever is longer. Experimental goods (which may be designated by the letter "X" or "E" beginning their part number identification) or unreleased or beta software are prototype, pre-production items that have yet to complete all phases of release testing; these goods are sold "AS IS" WITH NO WARRANTY. It is Buyer's responsibility to ensure that the Goods are fit for the application in which they are used. Software, used within goods and warranted by Sensorwell, will be furnished on a medium that's free of defect in materials or workmanship under normal use for so long as the hardware and/or system is under warranty. During this period, Sensorwell will replace without charge any such medium it finds defective. As for the quality or performance of any software or data, they are supplied "AS IS" WITH NO WARRANTY. Where hardware and/or a system is installed by Sensorwell, such installation is warranted against faulty workmanship for the same period (if any) as applies to the installed items. During this concurrently running period, Sensorwell will correct without charge any workmanship it finds to be faulty.

These warranties are for the benefit of the Buyer only and are not assignable or transferable.

11. LIMITATION OF LIABILITY.

(a) In no event shall Sensorwell be liable for (i) any indirect, incidental, consequential loss; (ii) any loss arising from business interruption; (iii) loss of profits; (iv) loss of revenue; (v) loss of use of any property or capital; (vi) loss of anticipated savings; or (vii) loss of data. Sensorwell shall not be liable for any loss or damage where that liability arises as a result of its knowledge (whether actual or otherwise) of the possibility of any such loss or damage.

(b) Sensorwell's liability in respect of any purchase order or otherwise under these terms and conditions shall in no case exceed the contract price of the specific goods that give rise to the claim.

(c) These exclusions and limitations on damages shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based in contract, tort, indemnity or otherwise.

12. RECOMMENDATIONS. Any recommendations or assistance provided by Sensorwell concerning the use, design, application, or operation of the goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Sensorwell. It is the Buyer's sole responsibility to determine the suitability of the goods for use in the Buyer's application(s). The failure by Sensorwell to make recommendations or provide assistance shall not give rise to any liability to Sensorwell.

13. LAWS.

(a) Buyer will comply with all applicable laws, regulations, and ordinances of any governmental authority in any country having proper jurisdiction, including, without limitation, those laws of the United States or other countries that regulate the import or export of the goods provided by Sensorwell and shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Sensorwell. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the goods in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

(b) Goods and services delivered by Sensorwell hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer confirms that it will ensure that all goods are properly installed and used in accordance with the applicable Health and Safety regulations, and Buyer will indemnify Sensorwell in respect of any costs, claims, actions or liability arising out of that Act, or otherwise arising out of the supply by Buyer or use by others of the goods.

14. Export control regulations and dual use goods:

It applies the COUNCIL REGULATION (EC) No 428/2009 of 5 May 2009 of setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items and technologies. Accordingly, there is a general ban on exports in highly sensitive countries like Iran, Cuba, North Korea, Sudan and Syria. Furthermore are applying country and individual-related embargos and sanctions based on resolutions of international organizations such as UN, OSCE and / or the European Union and with US share (Note ECCN) according to US RE - Export control laws and embargo regulations.

15. PRECLUSION AGAINST SETOFF. Buyer shall not set off any invoiced amount against any amount due or to become due from Sensorwell to Buyer or its affiliates.

16. WEEE

(a) Prices do not include the costs of recycling goods covered by the European WEEE Directive 2002/96/EC and such costs may be added to the prices quoted.

(b) Unless a charge has been made therefore under section 15 a above, if the provisions of the WEEE Directive 2002/96/EC as implemented in any local jurisdiction apply to goods, the financing and organisation of the disposal of the waste electrical and electronic equipment are the responsibility of the Buyer who herewith accepts this responsibility, and Buyer will indemnify Sensorwell in respect of all such liabilities. The Buyer will handle the collection, processing and recycling of the goods in accordance with all applicable laws and regulations, and shall pass on this obligation to the final user of the goods. Failure by the Buyer to comply with these obligations may lead to the application of criminal sanctions in accordance with local laws and regulations.

17. APPLICABLE LAW. Austrian law will govern, excluding its provisions on conflict of laws. These terms and conditions are excluded from the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The English courts will have exclusive jurisdiction to adjudicate any dispute related to these terms and conditions.

18. INDEMNIFICATION. Buyer shall indemnify Sensorwell for all costs and damages, including attorneys' fees, suffered by Sensorwell as a result of Buyer's actual or threatened breach of these terms and conditions.

19. MISCELLANEOUS. The parties may exchange confidential information during the performance or fulfillment of any purchase order. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of 10 years following the date of disclosure. These obligations shall not apply to information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Sensorwell may disclose confidential information to its supplying companies and their employees, officers, consultants, agents, and contractors. These terms and conditions (including those stated on the face hereof) constitute the entire agreement of Sensorwell and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by a mutually executed writing. Buyer may not assign any rights or duties hereunder without Sensorwell's written prior consent. Sensorwell may subcontract its obligations hereunder without Buyer's consent. No representation, warranty, course of dealing, or trade usage not contained or expressly set forth herein will be binding on Sensorwell. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these terms and conditions. No failure by Sensorwell to enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Sensorwell to enforce thereafter each and every provision. In the event any provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto. Provisions herein which by their very nature are intended to survive termination, cancellation, or completion. All stenographic and clerical errors are subject to correction. These terms and conditions shall confer no benefit on any third party or the right to enforce any term or condition under the Contracts (Rights of Third Parties) Act 1999.

20. LANGUAGE

The German language version of these terms and conditions will prevail in case of conflict with any translations provided for convenience purposes.

January 2011