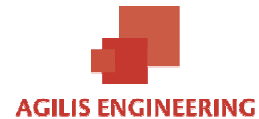


TERMS AND CONDITIONS OF SALE



DEFINITIONS

"The Supplier" AGILIS ENGINEERING

"The Purchaser" The purchaser of the goods from the Supplier

"The Contract" the agreement between the Supplier and the Purchaser for the sales of goods

1. GENERAL

1.1 The Contract is based exclusively on the General Conditions of Sale as hereinafter set forth. All orders are accepted and all contracts are made subject to the General Conditions of Sales.

1.2 Unless otherwise agreed in writing by the Supplier these conditions shall override any terms and conditions stipulated or referred to by the Purchaser in his order or pre-contractual conditions

1.3 These General Conditions of Sale are also valid for future businesses without further express agreement.

2. BASIS OF THE SALE

2.1 Quotations of the Supplier are without obligation and do not constitute an offer by the Supplier. If the quotation contains quantities, dimensions, weights or drawings, these are deemed approximate. If the Purchaser requires the adherence to exact dimensions, this must be an expressed requirement in the order of the Purchaser.

2.2 Plans, drawings, or other documentation are handed over to the Purchaser for the purpose of conclusion of contract and, if applicable, for its completion and are only approximate. The Supplier reserves property of this documentation. There is no right of use. The documentation must not be made accessible to third parties. The Purchaser is obliged to return all documentation if the contract negotiations fail or if they are no longer required for completion of the contract.

2.3 Samples are only supplied against payment

2.4 In the event that the goods are to be manufactured or any process is to be applied to the goods by the Supplier in accordance with a specification submitted by the Purchaser, the Purchaser shall indemnify the Supplier against all loss, damaged, costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for the infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Supplier's use of the Purchaser's specification.

2.5 The contract becomes valid by the order of the Purchaser and the order confirmation of the Supplier. For the contents of the contract, the order confirmation of the Supplier shall prevail if the Purchaser does not contradict the confirmation within three working days from receipt. In the absence of an order confirmation, the Purchaser's contract offer is accepted by the execution of the order.

2.6 Order quantities may be exceeded by +/- 10%. In any case, invoicing is based on the actually supplied quantity.

2.7 Changes or amendments to the contract are required in written form. This applies also to an agreement on revocation of the requirement of written form.

2.8 All pricing mentioned are net prices exclusive of VAT. Prices are ex works; costs for transport and packing will be additional to the price of the goods.

2.9 If raw material prices increase after conclusion of the contract the supplier has the right to increase the prices accordingly. This does not come into effect if the period between conclusion of the contract and the agreed time of contractual supply is less than four months. If the price increase exceeds 10% the Purchaser has the right to withdraw from the contract. Conversely, the Supplier has the right to withdraw from the contract in the case that due to an increase in raw material prices the price would have to be increased by 20% or more.

3. DELIVERY

3.1 The terms of delivery mentioned on the quotation begin with the receipt of the Purchaser's order, but in any case not before clarification of all details necessary for fulfilling the contract and not before furnishing of all documentation or parts by the Purchaser. It is prolonged by the period of time necessary for any import and export procedures. It is furthermore prolonged by the period of time of any obstacle whatsoever beyond the reasonable control of the Supplier, sub-suppliers and sub-contractors and by the period of time of any right of retention of the Supplier. The occurrence of any obstacle whatsoever or force majeure shall entitle the supplier to terminate the contract without any formalities or notice being required

3.2 The Supplier has the right of retention as long as the Purchaser is in arrears with an obligation from this or another contract between the parties, except if this obligation is minor and does not affect the fulfillment of the contract by the supplier.

3.3 Delivery may be made by installments and each installment shall be deemed to be sold under a separated contract and no failure of delay in delivery of any defect in the contents thereof shall entitle the Supplier to treat the contract as repudiated with regard to the remaining installments

3.4 If shipment is delayed upon the Purchaser's request, the supplier may require prepayment in the agreed form.

3.5 The delivery time indicated in the present conditions, except in the event of the supplier providing a formal unconditional undertaking in writing, are indicative. Failure to respect the delivery time for any reason whatsoever may not under any circumstances invoke the liability of the Supplier which may not be considered as an obligation of result. The purchaser renounces as of now any recourse against the Supplier in this respect for any reason whatsoever.

4. DISPATCH

4.1 Our terms and conditions of sales should be understood in accordance with the latest version of the Incoterms mentioned on our invoices

4.2 The method of shipment is selected by the Supplier's reasonable discretion. Any insurance of the goods has to be ordered and paid separately by the Purchaser. The Supplier has the right to supply COD; all costs arising are chargeable to the Purchaser.

4.3 Notice of transport damage is to be given immediately to the transporter by the Purchaser or to be written down in a protocol together with the transporter.

5. PAYMENT

5.1 Payment conditions are mentioned on our invoices. The amount is payable at the supplier's address of place of business and invoices are to be settled according to the amounts and conditions of payment set out on the invoices, with no discount or rebate.

5.2 Purchaser shall not be entitled to withhold or set off payments for the goods delivered against any alleged debt or claim against the Supplier unless the Purchaser's counterclaim is undisputed or legally valid.

5.3 In case of payments arrears, the statutory regulations will be apply.

5.4 In case of payment arrears, the Supplier has the right to prohibit resale, further use, or processing of the goods supplied, and to require their return.

5.5 If payments are delayed or circumstances become known after acceptance of the contract, which indicate that the Purchaser will not be able to pay, the supplier may require prepayment prior to delivery.

6. WARRANTY

6.1 Notice of defects is to be given immediately. Notice of defects which could not be detected even after detailed inspection at receipt of the goods is to be given without undue delay, at most 7 days after discovery. The notice has to be given in writing and per fax in advance. The Purchaser has to allow the Supplier to inspect the defects.

6.2 If the customer has the right of replacement the Supplier has the right for improvement or substitution upon his choice. In case of failure or refusal, the customer has the right to withdraw from the contract or claim reduction.

6.3 Claims arising from defects will lapse one year after delivery of the goods. Claims of recourse are not affected by this regulation. 3.3. will be apply accordingly.

6.4 Except in respect of death or personal injury caused by the Supplier's negligence or if Supplier disregards the essential obligations of any contract, the Supplier shall not be liable to the Purchaser by reason of any representation, unless fraudulent or grossly negligent, or any implied warranty, condition or other term, or any legal duty, or under the express terms of the Contract.

7. TITLE/RISK

7.1 The Supplier reserves ownership of the supplied goods until fulfillment of any obligation by the Purchaser. And full payment. If a reservation of ownership does not come to effect according to the laws in the country of the customer, the Purchaser has to inform the Supplier of this circumstance. In this case the Purchaser is obliged to offer to the Supplier an equal security. In circumstances of unsatisfactory reservation of ownership the Supplier can require prepayment or a Letter of Credit.

9. LONG-TERM TRANSACTIONS

9.1 During long-term transactions, the Purchaser has to make notification timely in advance of the required monthly quantities and request for delivery respectively. Otherwise the Supplier has the right to fix the quantities to be supplied monthly himself and supply accordingly after the extension of the original time limit.

9.2 If the agreed total quantity is exceeded by the total of individual requests for delivery, the Supplier has the right to make the supply of the exceeding quantity dependent on a new price agreement.

10. GENERAL PROVISIONS

10.1 This contract is subject to Luxembourg Law with the exception of the UN Convention on Contracts for the International Sale of Goods.

10.2 The place of jurisdiction is exclusively the court of Luxembourg, Grand Duchy of Luxemburg. The Supplier is free to pursue satisfaction of the Contract in an appropriate court of law in the country of the Purchaser.