

GENERAL TERMS AND CONDITIONS

1. The Contract

1.1 Fasmatech Science and Technology SA, (Fasmatech), offers to sell and deliver the products, meaning the hardware and software products, including documentation and services, specified herein, in accordance with the Contract. The Contract consists of the following documents, which in case of conflict shall apply in their stated order; (i) the Offer - Quotation; and (ii) these General Terms and Conditions.

1.2 In case the products contain software owned by third party the Buyer undertakes to accept and be bound by license agreement imposed by such third party. The products may be delivered with a CD-ROM or other mass storage means containing additional software products belonging to Fasmatech or third party and applicable End User License Agreements, in which case the Buyer undertakes to accept and be bound by such agreements.

2. Prices and Terms of Payment

2.1 All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions which are not a part of the original price quotation. Prices are exclusive of all taxes, tariffs, customs, duties and importing fees.

2.2 Terms are ten (10) days from the date of invoice. Fasmatech will issue invoices on delivery in the case of all products; and if deliveries are authorized in installments, each shipment shall be invoiced and paid when due without regard to other scheduled deliveries. Fasmatech is entitled to interest on overdue payment as prescribed by law and, where appropriate, shall be entitled to withhold delivery or part thereof. Amounts owed by the Buyer with respect to which there is no dispute shall be paid without set-off for any amounts which the Buyer may claim are owed by Fasmatech.

3. Delivery

3.1. Terms of delivery of the products are Ex Works Fasmatech's premises, Athens, Greece, (INCOTERMS 2000), unless otherwise specified.

3.2 Buyer does hereby grant to Fasmatech a security interest in the products as security for the performance by Buyer of all its obligations hereunder.

3.3 Under no circumstances shall Fasmatech be liable to Buyer for any delay in delivery. All claims for damages to the product or shortages must be made within thirty (30) days of delivery.

4. Cancellation, Rescheduling, Returns and Modifications

Any request for order cancellation, rescheduling, return, or modification must be made in writing and such action must be approved in writing by Fasmatech. Fasmatech, at its option, may accept or reject any request by Buyer to return product for credit. Buyer shall not return any products for any reason without the prior written authorization of Fasmatech.

5. Warranty

Fasmatech warrants that each product will be free of defects in materials and workmanship, and conform to specifications set forth in published data sheets (or in its published user manuals for its system products), for a period of one (1) year. The warranty commences on the date the product is shipped by Fasmatech. Fasmatech's sole liability and responsibility under this warranty is to repair or replace any product which is returned to it by Buyer and which Fasmatech determines does not conform to the warranty. Product returned to Fasmatech for warranty service will be shipped to Fasmatech at Buyer's expense and will be returned to Buyer at Fasmatech's expense. Fasmatech will have no obligation under this warranty for any products which (i) has been improperly installed; (ii) has been used other than as recommended in Fasmatech's installation or operation instructions or specifications; or (iii) has been repaired, altered or modified by entities other than Fasmatech. The warranty of replacement products or parts shall terminate with the warranty of the product.

6. Warranty Disclaimer and Limitation of Liability

6.1 FASMATECH'S EXPRESS WARRANTY TO BUYER CONSTITUTES FASMATECH'S SOLE LIABILITY AND THE BUYER'S SOLE REMEDY WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES AND REMEDIES. EXCEPT AS THUS PROVIDED, FASMATECH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

6.2 FASMATECH DOES NOT INDEMNIFY, NOR HOLD THE BUYER HARMLESS, AGAINST ANY LIABILITIES, LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES) RELATING TO ANY CLAIMS WHATSOEVER. IN NO EVENT SHALL FASMATECH BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT, LOST DATA AND THE LIKE, DUE TO ANY CAUSE WHATSOEVER. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST FASMATECH MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL THE ACCRUED TOTAL LIABILITY OF FASMATECH FROM ANY LAWSUIT, CLAIM, WARRANTY OR INDEMNITY EXCEED THE AGGREGATE SUM PAID TO FASMATECH BY BUYER UNDER THE ORDER THAT GIVES RISE TO SUCH LAWSUIT, CLAIM, WARRANTY OR INDEMNITY.

7. Intellectual Property Rights Indemnity

Fasmatech agrees to indemnify and defend Buyer against any claim for infringement of patent, copyright, trademark or other intellectual property right resulting from use in agreed countries of delivered products, provided Fasmatech is promptly advised of any such claim or action and has sole control of the defence of any such action and all negotiations for its settlement or compromise. If at any time use of the product is enjoined or is discontinued because of a settlement, Fasmatech shall have the right, but not the obligation, at its sole option and expense, to either procure for Buyer the right to continue using the product, replace or modify the product so that it becomes non-infringing or grant Buyer a credit for the product as depreciated, and accept its return. Fasmatech shall not have any liability to Buyer if the infringement or other violation of a third party right is based in any way upon (i) the use of a product in combination with other components, equipment or software not furnished by Fasmatech, provided that Fasmatech shall have no liability related to third party software;

(ii) use of a product in practicing any process; (iii) any product which has been modified or altered; (iv) the manner in which the product is used even if Fasmatech has been advised of such use; or (v) Fasmatech's compliance with the Buyer's designs, specifications or instructions. Fasmatech shall also not have any liability to Buyer if the infringement or other violation of a third party right results from a product complying with an industry standard or communication protocol. In no event shall Fasmatech's total liability to Buyer under this section exceed the aggregate sum paid to Fasmatech by Buyer for the products hereunder.

8. Force Majeure

Fasmatech shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is due to any cause or event beyond Fasmatech's control, including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, epidemics, pandemics, fires, strikes, labour difficulties, delays in transportation, delays in delivery or defaults by Fasmatech's vendors, or acts or omissions of the Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and the Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for a period in excess of three (3) months, Fasmatech or Buyer shall have the right by written notice to the other to cancel the order for the products subject to the delayed delivery without further liability of any kind.

9. Export

Buyer certifies that it will not export or re-export the products furnished hereunder to other territories unless it complies fully with all laws and regulations of such territories relating to such export or re-export, including but not limited to applicable U. S. Export Administration rules and regulations.

Buyer additionally certifies that it will not export or re-export the products furnished hereunder to any country or territory where an export ban is in force for such goods by the European Union or the Hellenic Republic.

10. Use in Life Support or Diagnostics Applications

Products sold by Fasmatech are for Research Use Only (unless otherwise specified) and are not designed for use in life support, diagnostics and/or safety equipment where malfunction of the product can reasonably be expected to result in personal injury or death. Buyer uses or sells such products for use in life support, diagnostics and/or safety applications at Buyer's own risk and agrees to defend, indemnify and hold harmless Fasmatech from any and all damages, claims, suits or expense resulting from such use.

11. Intellectual Property Rights

11.1 The products contain intellectual property belonging to Fasmatech, (Fasmatech IP). Fasmatech retains all ownership rights in Fasmatech IP and no license is granted under any patent right or other intellectual property right of Fasmatech except as expressly authorized by these General Terms and Conditions or applicable End User License Agreement.

11.2 The Buyer undertakes not to (i) rent, disclose, sell, assign, lease, sublicense, market, or transfer any part of Fasmatech IP or use it in any manner not expressly authorized by these General Terms and Conditions or applicable End User License Agreement; (ii) copy, modify or make derivative works of Fasmatech IP; (iii) derive or attempt to derive the source code, source files or structure of all or any portion of Fasmatech IP by reverse engineering, disassembly, decompilation or any other means; or (iv) alter or remove any copyright notice or proprietary legend contained in or on the Fasmatech IP.

12. Confidentiality

The parties undertake not to disclose to any third party, but to treat strictly confidential, and not to use for any other purpose than for fulfilling its contractual undertakings under this Contract, any information it has received or will receive pursuant to this Contract, which is clearly identified by the disclosing party as confidential by an appropriate legend or if orally disclosed identified as confidential at the time of disclosure by the disclosing party. Information concerning Fasmatech's prices and technical solutions relating to the products is deemed confidential also without such identification. The parties shall ensure the observation of confidentiality by imposing a duty of confidentiality on their personnel or by taking other appropriate steps. This obligation shall for each and every part of such information remain valid for three (3) years from the date of receiving such part of the information. However the obligation shall not apply to information that was known to the receiving party prior to receipt of such disclosure according to this Contract or that is or becomes generally available to the trade or to the public, otherwise than by breach of this Contract.

13. Entire Agreement and Amendments

The Contract between the parties supersedes all previous communications, whether oral or written. Any change to this Contract may be made only upon mutual agreement of the parties in writing.

14. Assignment

This Contract is not assignable by Buyer and any attempt to assign any rights, duties or obligations arising hereunder shall be void.

15. Applicable Law and Disputes

15.1 This Contract shall be governed by and construed in accordance with Hellenic law.

15.2 Any dispute, controversy or claim arising out or in connection with this Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules of the Department of Arbitration of the Athens Chamber of Commerce and Industry. The language to be used in the arbitral proceedings shall be English.