

METKON GENERAL SALES CONDITIONS

TERMS and CONDITIONS

GENERAL

Unless otherwise expressly agreed to by METKON in writing, these conditions apply to all sales of goods and services from METKON. Conditions and agreements in addition to or deviating from these conditions must be confirmed by METKON in writing before coming into force.

In case there are contradicting items in the Customer "General Purchasing Conditions", then, METKON "General Sales Conditions" will prevail.

QUOTATIONS and ORDERS

Quotations shall be subject to prompt acceptance. Purchase Orders are subject to official Acknowledgement to be issued by METKON. Orders shall be subject to cancellation or modification by buyer only on receipt of METKON's written consent. Stated times of delivery shall be approximate. METKON shall accept no liability in case of delayed delivery.

Weights and measurements specified are approximate.

Net weight indicates the content of the product. Gross weight indicates the total weight of the product including packaging material, but excluding export packaging material.

Buyer must give notice within two weeks after receipt of goods of any alleged defect.

Returns shall be accepted only according to previous agreement, and shall be subject to such return conditions as METKON may prescribe from case to case.

WARRANTY

METKON warrants goods supplied for a period of one year from date of delivery (Single working shift), to be free from defects in material and workmanship under normal and proper use and operating and storage conditions. The buyer's sole and exclusive remedy hereunder shall be limited, at METKON's option, to repair or replacement at METKON's address in Bursa (or at which other place METKON may prescribe), of any defective or damaged goods or parts which are returned, shipping prepaid. In case spare parts are to be shipped under warranty terms, shipping costs belong to the buyer. METKON shall be under no obligation if the goods become defective as a result of misuse or repairs which have not been authorized by METKON.

Warranty will automatically become void in case any constructional amendment is made on the

equipment by the buyer. The period to support and supply spares for discontinued products is limited with 5 years after the date of discontinuation.

RETURNED PRODUCTS

Distributor or Customer shall not have the right to return any Product (including, without limitation, any item which is returned due to manufacturing defects, incorrect shipment by METKON or other error on the part of METKON) to METKON unless and until METKON shall give its express written consent to such return on METKON's Return Authorization Form.

All shipping charges on any Product (including, without limitation, any product which is returned to METKON by Distributor or Customer due to manufacturing defects, incorrect shipment by METKON or other error on the part of METKON) must be prepaid by Distributor or Customer.

With respect to any Product (including, without limitation, any item which is returned due to manufacturing defects, incorrect shipment by METKON or other error on the part of METKON) which is accepted for return by METKON, Distributor or Customer shall, at the option of METKON, receive either (i) a credit for such returned Product in an amount to be determined solely by METKON in the exercise of its reasonable judgment after receipt and inspection of such returned Product (but in no event greater than the original purchase price of such Product), or (ii) a new or repaired Product of the same model in substitution for or replacement of such returned Product; however, no credit shall be granted on, and no new or repaired Product shall be delivered in substitution for or replacement of, any Product which is returned to METKON more than one (1) year after the date of the invoice for such Product.

PRODUCT LIABILITY

Under no circumstances shall METKON be liable for operational losses, anticipated profits or other incidental or consequential damages or penalties.