

1. Scope of supply

Schweizer Electronic AG, referred to below as "SEAG", rents out to the customer operational MINIMEL systems to be set up on site (the term "SEAG" always denotes both Schweizer Electronic AG Reiden/Switzerland and all companies affiliated to it). MINIMEL systems are one or more products from the SEAG product segment and any desired combinations thereof. SEAG may also accept responsibility for planning, assembly, disassembly, implementation, repair work etc. for MINIMEL systems as definitively stated in the offer and order confirmation from SEAG.

2. Performance dates/Period of use

The dates for making the operational MINIMEL systems available ex-SEAG warehouse or for their assembly and disassembly on site shall be agreed in each individual case between the customer and SEAG and set out in writing in the order confirmation. Rental payment begins on the date of delivery of the device from the SEAG factory. Rental payment ends on the day on which the devices are returned to the SEAG works, that day being included in the rental. The minimum rental period is 30 days.

If the customer asks for an extension of the rental period, SEAG shall use its best endeavours to enable the rental to be extended. For each such extension, the customer must pay rental calculated on the same basis as the previous rental sum. All other costs incurred as a result of the extension of the rental period will be notified by SEAG to the customer and must be credited by the customer to SEAG over and above the rental sum.

3. Rental sum and other services

The rental sum for the agreed rental period is stated in the offer. Planning, assembly and disassembly of MINIMEL systems may be included in the rental sum or will be payable by the customer over and above the rental at the rates listed in the SEAG offer.

All costs of transport, taxes, official charges and insurance are excluded from the rental price.

Where packing is designated as being the property of SEAG, the latter will pay the costs itself and the customer must return such packing materials to SEAG on the expiry of the rental period. Packing which is not returned will be invoiced at the SEAG rates.

The customer will check all deliveries made by SEAG for completeness immediately after receipt. If no written notice is given to SEAG within five working days of receipt, the consignment will be deemed to be complete.

4. Invoicing

As a rule invoices will be issued monthly and for each order. The customer and the site concerned must be stated on the individual invoices. The customer undertakes to settle all SEAG invoices within 30 days of the date of the invoice, strictly net.

Save where specifically stipulated otherwise in the SEAG offer, the offered prices and rates do not include value added tax. Value added tax will be billed additionally. If the offer does not quote prices or rates, the SEAG rates and prices valid at the relevant time shall be binding.

5. Ownership / Maintenance

SEAG is and remains the owner of the MINIMEL systems. The rental sum includes all costs of maintenance by M2S Maintenance in the SEAG works. If the rental period is longer than one year, SEAG will make a replacement device available to the renter free of charge at the time of the annual inspection. Transport costs, taxes, levies and insurance will be invoiced.

6. Operation

After assembly or handover of the MINIMEL systems by SEAG, SEAG will perform a functional test. SEAG will then give training to a representative of the customer in the use of MINIMEL systems and hand over to him the keys necessary for operation. The functional test, instruction and handover of keys will be recorded by SEAG. From the time when the keys are handed over, the customer will operate the MINIMEL systems under his own sole responsibility.

The customer undertakes to handle the MINIMEL systems carefully for the duration of their use and to avoid causing any kind of damage to the MINIMEL systems. The customer is only entitled to effect the settings of the MINIMEL systems indicated during the training provided by SEAG; as a general rule the settings are confined to switching the system on or off. The customer is expressly prohibited from making other changes to the settings or from intervening in the MINIMEL systems. The customer shall notify SEAG immediately in writing of all extraordinary events and occurrences. The customer shall note every occasion on which the MINIMEL systems are switched on or off, together with every fault, in the operating manuals accompanying the MINIMEL systems.

For the assembly, disassembly and functional testing of the MINIMEL systems, SEAG will not employ any personnel who are suffering from impaired hearing or vision or other illnesses which might have an influence on the security of the MINIMEL systems.

If the customer operates the MINIMEL systems himself, he must make sure that he has personnel who have received adequate M2S TRAINING and

are familiar with the use and mode of operation of MINIMEL systems and with all the safety precautions to be respected.

If, on dismantling or return of the MINIMEL systems, SEAG finds that parts of the MINIMEL systems are missing or damaged, it will notify that fact in writing to the customer. The customer must compensate SEAG for all missing or defective parts of MINIMEL systems at the new prices applicable at any particular time.

7. Repairing faults and standby service

SEAG maintains a standby service for the purpose of fault repair. If the MINIMEL system is assembled by SEAG, SEAG accepts all the costs relating to repair of the fault on site caused by defects in MINIMEL systems and defective assembly by SEAG.

If the MINIMEL system is assembled by the customer himself and if faults occur because of defects in the MINIMEL systems, SEAG will replace the defective MINIMEL systems for the customer on weekdays from the place at which they are held in storage. Transport costs, taxes, official charges and insurance are payable by the customer.

8. Civil liability insurance and other insurance

SEAG has taken out a civil liability insurance which covers personal injury and material damage worth up to CHF 10 million per event and insurance year. SEAG is liable for all damage covered by the insurance and accepted by the insurers up to the maximum amount of the benefits provided by the insurance. Over and above this sum, SEAG is liable only for damage which it caused either deliberately or through gross negligence on its part. SEAG is not liable for indirect or consequential damages of any kind, such as financial prejudice, loss of profit, supplier damage, loss of use, costs caused by delayed trains or emergency braking etc. All other risks, such as misuse, improper use, deliberate damage or damage caused by gross negligence, excessive wear and tear, loss and theft, vandalism etc. to the MINIMEL device shall be borne by the lessee.

9. Safety regulations

The statutory regulations on the use of MINIMEL safety systems valid at the place of installation shall apply. All business conditions of the customer and all other standards and regulations to which the customer may make reference are expressly declined.

10. Exclusive validity

These general terms and conditions of business apply to all deliveries and services provided by SEAG in connection with the rental/service and use of MINIMEL systems. A contract is only concluded between the customer and SEAG after the customer has placed a written order for SEAG deliveries and services on the basis of an offer from SEAG and SEAG has made out an order confirmation. Offers and order confirmations of SEAG are always made subject to the express condition that these general terms and conditions of business are an integral part of the contract.

11. Governing Law and Jurisdiction

The legal relations between the customer and Schweizer Electronic are governed by the substantive law at the headquarters of Schweizer Electronic, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 ("CISG").

The place of jurisdiction for both contractual parties for any disputes arising in connection with or from the contract is at the headquarters of Schweizer Electronic. Schweizer Electronic is however entitled to bring proceedings against the customer at the customer's headquarters as well.

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