

General Terms and Conditions (T&Cs) for the UTL-3 Scientific Datalogger incl. GEOTEST AG accessories (hereinafter referred to as "GEOTEST")**1. Contractual Basis**

1.1 All of our offers, deliveries and invoices are based on our Terms and Conditions. The Customer expressly acknowledges this with its order.

1.2 Prices and technical specifications are subject to errors and misprints. We reserve the right to introduce model changes.

2. Prices, Offer, and Contract Conclusion

2.1 The prices are net prices in CHF, plus transportation and packaging costs, unless otherwise agreed. The price lists in CHF, as effective on the respective date, apply according to the offer. The prices do not include Value Added Tax and in the case of deliveries abroad the prices do not include customs or other fees. GEOTEST reserves the right to adjust prices in response to actual cost increases (e.g. salary and material costs). GEOTEST is bound to its offers for a 2-week period, unless otherwise agreed.

2.2 A contract is concluded via corresponding declaration of intent and/or acceptance of our offer.

2.3 Delivery dates are only considered to be firm if such dates have been expressly agreed in writing.

2.4 GEOTEST offers are subject to the timely delivery by its suppliers and the availability of the goods, unless otherwise expressly agreed on in writing. In the event delivery cannot be performed or expressly agreed delivery dates cannot be met, the customer is entitled to withdraw from the contract after a reasonable grace period which is, however, at least two weeks. Any other customer rights are expressly excluded.

3. Payments

GEOTEST invoices are payable net cash in full within 30 days and without any deductions. Default interest in the amount of 2 % p.a. will be charged to late payments. Other payment methods can be arranged in coordination with GEOTEST. Any right to offset is excluded.

4. Reservation of Title

The title to the delivered goods is passed to the customer only upon payment of the purchase price in full. The customer is not entitled to dispose of the goods prior to the transfer of title. As long as GEOTEST is still the owner of the goods, the customer must inform GEOTEST without undue delay, if any third party asserts any claims whatsoever to the goods.

5. Warranty

4.1 The GEOTEST delivery is defect-free, if the delivery has the agreed quality upon the passing of risk. If the quality of the goods is not contractually agreed to, the quality is defined such that it is

suitable for the supposed intended, common usage according to the Agreement. The customer is required to inspect the products, in regard to their functionality and/or the contractually agreed quality of the products without undue delay, however, within 48 hours at the latest.

4.2 It is common knowledge that according to today's technical standards it is not possible to guarantee that a complex technological product is totally fault-free. Faults, which do not significantly restrict or limit the ordinary use of the product, are as such not considered to be defects.

4.3 In the case of a justified notice of defects within the statutory periods, GEOTEST may choose to remedy the defect or replace the product free of charge. In the event the remedy or replacement fails twice, the customer, at its option, may demand a reduction in the purchase price or the annulment of the contract. The warranty does not apply to damage resulting from the improper treatment or use of the goods. Wear and tear does not constitute defects.

4.4 Any compensation for subsequent damage caused by defects, as well as any liability for damage claims exceeding the compensation for the equipment value according to the valid price list is excluded.

4.5 A warranty period of 12 months applies to new products. A warranty is excluded for any goods that are marked as used. Individual contractual agreements regarding the article description are to be taken into consideration. The warranty period commences with the transfer of the goods to the customer. In the event of defects of title the statutory provisions apply.

4.6 GEOTEST is entitled to make obligations arising from warranty dependent upon the prior return of the defective goods to GEOTEST to allow for the inspection of the goods. If in spite of a detailed inspection defects are not identifiable or the defect is caused by the customer itself, any warranty claims are excluded. In such a case the product is returned to the customer at its own expense and risk, unless the customer has agreed to the assumption of the repair and shipping costs beforehand.

4.7 The presentation of an invoice copy is sufficient to furnish proof of warranty.

4.8 Warranty claims do not entitle the retention of outstanding payments owed to GEOTEST.

6. Transport Damage

5.1 Damage or other defects that are identified at goods receipt are to be acknowledged in writing by the delivery man (e.g. mailman) and GEOTEST is to be informed in writing of such damage or defects without undue delay, at the latest however within 48 hours after goods receipt. The same periods also apply to damage that can only be identified once the goods have been unpacked. Damage claims are excluded if these provisions are not complied with.

5.2 If the customer has informed GEOTEST within the period stipulated in Section 5.1 that the goods have been damaged or lost in transit, GEOTEST will lodge replacement claims vis-à-vis the responsible party or will initiate a trace on the whereabouts of the goods. GEOTEST is not obligated to provide the customer with a replacement as long as explicit proof of transport damage has not been furnished or the trace has not been concluded.

7. Data Protection Declaration

Customer data is exclusively utilized for the processing of orders and for internal marketing purposes. Customer data is not provided to any third party. Customers have the right to request information on the data pertaining to them, as well as the right to correction, blocking, and deletion of their data free of charge.

8. Place of Jurisdiction and Governing Law

Place of jurisdiction is at the main office of GEOTEST AG. The legal relationship is governed by Swiss law, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.

CH3052 Zollikofen, March 2010

Software License Agreement for "UTL Management Tool"

1. WARRANTY AND EXCLUSION OF LIABILITY

The software was created and tested with due diligence and is being provided to you on an "as is basis". Please note that software programs cannot be developed in such a manner that they can be operated in all application situations and environments without any defect. GEOTEST does not warrant the suitability of the software for a specific application or a specific configuration. GEOTEST does not assume any liability or warranty for software defects, errors, or damage, which result from the use of the software or inability to use the software. This includes the loss of business profits, the interruption of business processes, the loss of data, as well as all other material and immaterial losses and their consequential damage and also applies even in the event that GEOTEST has been expressly notified of the possibility of such damages prior to such event. GEOTEST is also not liable for any damages of any kind whatsoever caused by viruses spread via the software. The customer agrees, with the usage of the software, to the usage conditions stipulated above, as well as the warranty and liability exclusion. If individual provisions of these Terms and Conditions are or become null and void, ineffective or voidable, the remaining provisions or agreements remain unaffected and in effect.

2. COPYRIGHT

The software products were developed by GEOTEST with the support of QuiBus. The programs and documentation are copyright protected. GEOTEST owns any and all copyrights to the programs and documentation, all rights reserved. All protected third party utility marks, trade names, registered trademarks etc. are recognized. The absence of a respective marking in the software or the documentation does not mean that such name is not protected within the meaning of trademark legislation.

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