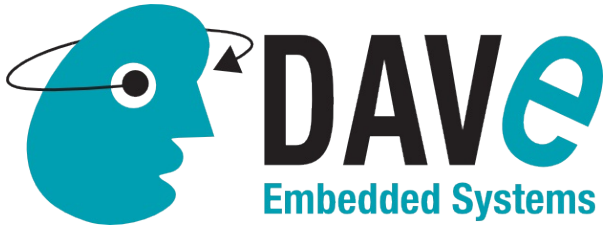


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General Sales Terms and Conditions





General Sales Terms and Conditions

All performances are exclusively based on the General Sales Terms and Conditions shown below. Any terms to the contrary set by the Customer will only be accepted on condition that such have been explicitly agreed upon in writing. The following terms and conditions shall be applicable to any follow up orders (referring to new products, reparation, engineering services etc.).

Different agreement as well as modifications of this standard Terms and conditions as to be agreed by written confirmation between Customer and DAVE Embedded Systems

Order confirmations and prices

A Customer's order is accepted by DAVE Embedded Systems only after the written order confirmation that DAVE Embedded Systems will provide to Customer after the order reception. In this confirmation will be reported the request date and the confirmed (promised date) that the only one to be considered valid due to is based on DAVE Embedded Systems production flow analysis.

DAVE Embedded Systems is entitled to appropriate price adjustments if there should be unforeseen changes of customs duties, import and export fees as well as exchange rates. DAVE Embedded Systems is entitled to appropriate price adjustments if there should be unforeseen product modifications based on new requirements and/or certification to be satisfied.

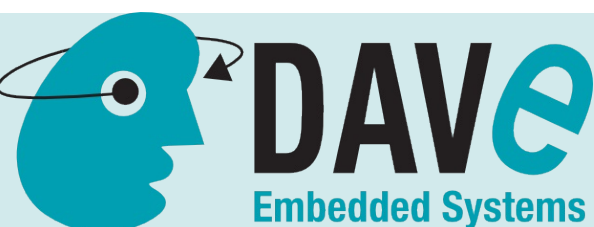
Deliveries

The times of delivery shall be scheduled on a calendrical basis. Cases of force majeure, operational breakdown, strikes, riots or civil unrest do not constitute a delay in delivery. DAVE Embedded Systems are entitled to make partial deliveries. If DAVE Embedded Systems should not perform on time, the customer may withdraw from the contract after setting an additional period of time of reasonable length in writing and warning against the refusal of taking delivery.

Payments

The invoices shall be paid within the terms specified in the terms of payment section. In the event of default in payment DAVE Embedded Systems is entitled - notwithstanding any other established rights - to charge interest on payment in arrears as from the due date. Payment of interest shall be made without undue delay.

If a customer should fail to pay, DAVE Embedded Systems may withdraw from the contract after setting an additional period of time of reasonable length or asking for damages on account of non-performance.



Notifications

The customer shall notify the supplier without undue delay, however, no later than twelve (12) months after receipt of the subject matter of the contract, of any objections referring to incomplete or incorrect deliveries, or of complaints because of apparent defects.

If the remedy of a defect or substitute delivery has failed twice, the customer is entitled to file a claim for the rescission of sale or the reduction of the purchase price. Any claims for damages resulting from a negligent breach of the supplier's obligation to remedy a defect or a delay in such obligation to remedy are excluded.

If any alterations have been made to the goods delivered without the DAVE Embedded Systems authorisation such warranty is inapplicable.

In the event of damage the customer shall permit DAVE Embedded Systems the rectification in order to bring about a reduction in defect, notwithstanding these claims. With respect to the technical matter the customer is bound to act in accordance with the instructions given by DAVE Embedded Systems referring to those. The maximum amount for which liability will be assumed is considered maximum equal to the contract value not exceeding 10.000,00 EUR.

Exclusions

All the equipment, services, accessories, materials, etc. not described and quantified in the "commercial proposal" is automatically excluded from this proposal.

Moreover, the following items are not included:

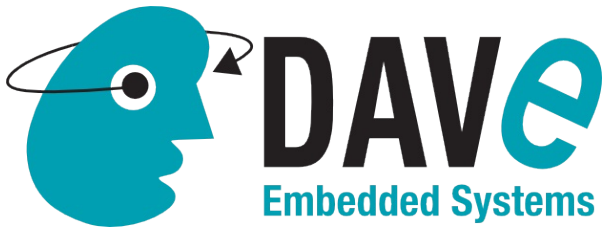
- Consumable materials, spare parts and cables
- Electrical and mechanical modifications at the existing systems/modules that can be connected with the proposed one.
- Installation, start up activities of the system/modules proposed
- Travel, living and board & lodging expenses of our personnel, during not foreseen activities
- Direct, indirect damages and failed-profit losses, following the use, for any purpose, of the supply

Whatever else not expressly described and quoted in this commercial offer.

Force majeure

All the external or extraordinary events which are not known at the time that the order is placed (or the contract is signed) and which may be encountered independently of the wishes or control of DAVE Embedded Systems or the Customer, and whose effects cannot be avoided by action instigated party, will be considered as "force majeure causes".

During the period of the force majeure cause, the obligations of DAVE Embedded Systems and the Customer will be suspended and the sanctions foreseen for the failure to satisfy the supply (or contractual terms) will not be applicable.



General Sales Terms and Conditions

The party injured by the force majeure event will be expected to demonstrate the existence of such events with official documents.

Patents and Licenses

DAVE Embedded Systems guarantees that the equipment as designed and built at the present state is original and does not violate anybody's rights.

If the customer receives legal warnings from any third party, concerning the equipment in supply, he shall advise immediately by writing DAVE Embedded Systems who will take up the defence of its actions.

Dangerous Activities

Unless explicitly specified in writing in a particular case, DAVE Embedded Systems' products are not fault-tolerant and are not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation and communication systems, air traffic control, direct life support machines or weapon systems, in which the failure of products could lead directly to death, personal injury, or severe physical or environmental damage. DAVE Embedded Systems specifically disclaim any express or implied warranty of fitness for any high risk uses listed above.

Complaints

The contractual relations exclusively governed by the law of the Republic of Italy. The regulations and/or other international agreements are not applicable. The place of jurisdiction is the court of Pordenone (Italy) for all disputes arising from the contractual relationship.

