

Subject exclusively to our Standard Terms of Contract (in the version applying at the time of signature of the contract).

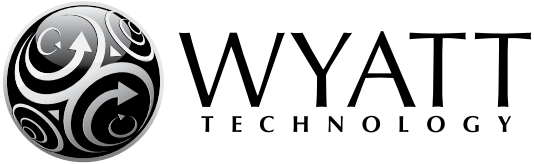
Wyatt Technology Europe GmbH - Standard Terms of Contract

1. General

- (1) All contracts are subject exclusively to our Standard Terms of Contract (hereinafter called STC). We do not recognise conditions stipulated by the customer conflicting with or otherwise differing from these STC except in cases where we have expressly confirmed our acceptance thereof in writing. Our STC will also apply in cases where we fulfil our contractual obligations without any reservations despite the fact that we are aware of the customer's conflicting or otherwise differing conditions.
- (2) Our STC apply solely to business persons (as defined in Section 310, Paragraphs 1 and 14 of the German Civil Code (BGB) to public law entities and to funds created pursuant to public law. In cases where our offer is in response to an invitation to tender issued in accordance with statutory provisions on award of contracts, our STC are subordinated to the tendering conditions.
- (3) Our STC also apply to any future business transacted with the customer.
- (4) The place of performance and place of jurisdiction are our registered office, but we are also entitled to file suit against customers at other venues.
- (5) All contracts are governed by German law.

2. Offers – Written Confirmation Requirement

- (1) Our offers are without engagement until their acceptance by the customer.
- (2) The sale can be handled by a third party agent or distributor.
- (3) Documents supplied prior to submission of the offer, e.g. advertising brochures, illustrations, drawings, statements of weight and dimensions are subordinated to the specifications of goods and services contained in our offer, unless expressly defined as binding and prior-ranking. Technical changes of goods with respect to the offer are possible as long as specifications are not changed or improved.



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- (4) Our offers remain valid for 3 weeks from date of issue, except in cases where a shorter or longer period has been agreed in writing. Acceptance can be in the form of either express notice from the customer or by commencement of provision of goods and services.
- (5) In cases where contracts are negotiated by an agent who is neither a legal representative of our company nor an officer possessing statutory authority, they are not binding until issue of our written confirmation. This confirmation is authoritative for the contents of the contract.

3. Prices – Payment Terms - Price Changes

- (1) Unless otherwise stipulated in the order confirmation, all prices are “ex factory” and do not include packing and carriage which are charged separately. Our prices do not include value-added tax (VAT) which is shown on our invoice as a separate item at the rate applicable on invoice date.
- (2) Unless otherwise stipulated in the order confirmation or on the invoice, payment terms are as follows: 100% is payable net cash within 30 days after delivery of the goods and services.
- (3) No discount may be deducted, except where explicitly agreed. All banking charges have to be covered by the customer.
- (4) Customers are not entitled to deduct counterclaims from outstanding invoices except where these are either res judicata, undisputed or recognised by us. Customers are entitled to exercise rights of retention only in cases where the counterclaim originates from the same contract.
- (5) If the customer is late in paying according to the terms of section (2) or with respect to payment terms negotiated in the sales contract, a late payment interest charge of 1% of the payable amount per month applies.

4. Lead times - Delivery Delays

- (1) Except in cases where firm delivery dates have been explicitly agreed, the lead time runs from the date of the customer's receipt of the order confirmation. In cases where further information on technical questions is required from the customer, the lead times quoted by us will not commence until this information has been received.
- (2) Should we or any of our suppliers of parts required for manufacture of the order suffer delays through industrial disputes, strikes or lockouts, the lead time will be extended by the period of the delay thereby incurred. The same shall apply to any other unforeseen events beyond our control, for example, significant operational disruption attributable to outside influences at our factory or a supplier's factory.
- (3) Should we be unable through our own fault to meet the stated delivery date, any claims for compensation on grounds of delay (including claims for loss of profits) shall be limited to not more than 10% of the net value of the goods and services to be delivered, whereby statutory liability shall apply if it can be shown that the delay was attributable to our wilful act, gross negligence or fundamental breach of contract. The customer shall be entitled to claim higher compensation if he can show proof of greater damage or loss. Conversely, we are entitled to furnish proof that the customer suffered less loss or damage or none at all.
- (4) Should we still fail to meet our delivery obligations after expiry of a reasonable extension granted by the customer, the customer shall be entitled to withdraw from the contract. In this case the customer shall not be entitled to claim compensation equivalent to the foreseeable loss or damage suffered, unless he can show that the delay was attributable to our wilful act, gross negligence or fundamental breach of contract..
- (5) Compliance with our delivery obligations is conditional on the customer's due and prompt fulfilment of his obligations to cooperate with us in progressing the order.

5. Transfer of Risk

Unless otherwise stated in the order confirmation, all deliveries are "ex factory" and the risks attaching to them pass to the customer as from this point, even in cases where we have agreed delivery "free customer's address".

6. Retention of Title

- (1) We retain title to the goods and services delivered until receipt of all payments due against the order. In the event of breach of contract by the customer, in particular default in payment, we shall be entitled to reclaim the goods and services. Unless otherwise expressly stated by us in writing, any such reclaim shall not constitute our withdrawal from the contract. Levy of attachment against the goods and services by us constitutes withdrawal from the contract in all cases. After regaining possession of the goods, we shall be entitled to realise their value and apply the proceeds therefrom - after deduction of a reasonable charge for the cost of the realisation proceedings - against the customer's outstanding liabilities.
- (2) The customer must treat the goods supplied by us with due care and, in particular, insure their replacement value adequately at his own expense against fire, water damage and theft. In cases where maintenance and servicing are essential, the customer must have these duly performed at his own expense.
- (3) The customer must inform us in writing and without delay if any third party obtains an attachment order or similar encumbrance against the goods, in order to enable us to institute proceedings pursuant to Section 771 of the German Code of Civil Procedure. Should the relevant third party prove unable to reimburse the judicial and extra-judicial costs incurred by us in connection with proceedings pursuant to Section 771 of the German Code of Civil Procedure, the customer shall be liable to reimburse us for the expenses thereby incurred.
- (4) Although the customer is entitled to resell the goods during the normal course of his business, he hereby assigns to us all claims thereby accruing to him against his customers or other third parties up to the agreed amount invoiced by us (including VAT), irrespective of whether the goods were resold in an unchanged state or after further processing. Although the customer shall be entitled to collect the claim arising from the resale despite this assignment, our right to collect the claim ourselves is not thereby affected. We nevertheless hereby undertake not to collect the claim as long as the customer meets his payment obligations to us from the proceeds received, is not in arrears with his payments and, in particular, has not stopped payments and is not the subject of an application for institution of insolvency proceedings. If these conditions are not fulfilled, we shall be entitled to require the customer to provide us with all necessary information for collection of the assigned claims, in particular, the amounts and the persons responsible for their payment, to hand over to us all relevant documentation and to give the debtors (third parties) notice of the assignment of the claims.

- (5) We hereby undertake to release securities furnished by the customer at his request if and to the extent that their realisable value exceeds the amount of our secured claims by more than 10% or the nominal value by more than 50%. We shall be free to select the securities thus released.

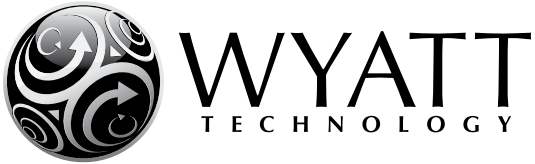
7. Warranty

- (1) We accept no liability for malfunction, incorrect measurements or other functional impairments of goods supplied resulting from the customer's failure to examine the goods or from his incorrect validation of the goods prior to their first use. Parts subject to wear and tear, light sources and glass components are excluded from the warranty in cases where their impaired function results from using the supplied goods not in accordance with the relevant instructions and when the impaired function is not attributable to design or production errors or material defects.
- (2) The descriptions contained in the order confirmation and/or the contract defines the contractual specifications of the goods. Unless expressly agreed in a written document stating that a "guarantee" has been granted, we grant no guarantee.
- (3) The customer's rights to file warranty claims is conditional on due fulfilment of his obligations to perform the inspection and complaint procedures stipulated in Section 377 of the German Commercial Code (HGB). Complaints relating to recognisable defects, incorrect deliveries or quantitative delivery errors must be filed within 7 working days of acceptance of contractual works and services or receipt of goods ordered. The foregoing notice period relates to date of our receipt of the complaint. Complaints relating to defects discovered at a later date must be filed in writing and received by us not more than 7 working days after their discovery.
- (4) In the event of defects in goods supplied by us, we shall be entitled, at our sole discretion, to opt for repair of the defect or replacement by non-defective goods. In cases where we opt for repair of the defect, we hereby undertake to bear all the expenses thereby incurred, in particular transport, labour and material costs and travel expenses, to the extent that these have not been increased by removal of the goods to a place other than the original place of delivery or the destination stated in the contract.
- (5) Should we prove unable or refuse to remedy the defect or replace the goods, the customer shall be entitled, at his sole discretion, to opt for withdrawal from the contract or reduction of the purchase price.

- (6) Unless otherwise stipulated in Clause 7 below, no further claims by the customer - of any kind whatsoever - will be recognised. In particular, we accept no liability for loss or damage not affecting the goods delivered by us or, in the case of contracts for works and services, not affecting the items on which we have performed the work. Nor do we accept any liability whatsoever for consequential losses such as loss of profits or other pecuniary losses incurred by the customer.
- (7) Should the loss or damage have been caused by our deliberate act or our gross negligence or should death, bodily or health injury be involved, our liability shall be in accordance with the provisions of German law. Should we be proved guilty of breach of a fundamental contractual obligation or a so-called "cardinal" obligation, our liability shall be limited to the loss or damage typical for such contracts. We accept no liability whatsoever for damage or loss caused by deliberate act or gross negligence of our agents.
- (8) All warranty claims against us lapse on expiry of 6 months from the date of transfer of risk.
- (9) Warranty for OEM parts is limited to the warranty granted by the original manufacturer of the respective part.

8. Other Compensation Claims

- (1) We recognise no further claims, whatsoever and irrespective of their legal basis, for compensation or reimbursement of expenditure, in particular claims for breach of contractual obligations not relating to warranty claims.
- (2) The disclaimer in the preceding paragraph does not apply in cases where liability is subject to mandatory legal provisions, in particular by the provisions of the German Product Liability Act, by the provisions governing liability resulting from deliberate act or gross negligence or by the provisions governing liability for death, bodily or health injury or where breach of fundamental contractual obligations occurs. In the case of breach of fundamental contractual obligations compensation claims are limited to the foreseeable loss or damage typical for such contracts, except in cases where it can be shown that it was attributable to deliberate act or gross negligence or where death or bodily or health injury occurs. The third sentence of Clause 5 (3) applies accordingly.. This provision does not imply any shift of the onus of proof to the detriment of the customer.



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9. Secrecy

The parties to the contract hereby mutually undertake to treat all information on operational procedures and other information obtained during the course of evaluation, installation, maintenance or other activities performed in connection with performance and execution of the contract in strict confidence. This undertaking does not apply to information available from generally accessible sources or to corporate announcements directed at the general public.