

1. Scope of Applicability

These general terms and conditions of business and delivery are applicable to all contracts entered into between Oraise Schweiz AG (referred to as "Oraise" hereinafter) and the customer as well as any other agreements made within the scope of the business relationship. The customer's general terms and conditions shall not become a part of the contract unless Oraise expressly acknowledges them. In the event the customer does not want to acknowledge the general terms and conditions of business and delivery shown below, it shall notify Oraise in writing before entering into the contract.

2. Payment Terms and Prices

All invoices by Oraise shall be paid immediately and without deductions unless other conditions were agreed with the customer. The relevant dates are the invoice date and date when the payment is received by Oraise. After expiration of the payment period the customer will be in default without receiving any further reminder. In this case Oraise shall have the right to suspend any further deliveries and services and to assess interest. All prices are exclusive of statutory sales tax. Oraise shall have the right to make partial deliveries. Unless the prices are guaranteed in cost estimates or offers, Oraise will immediately notify the customer if it is expected that costs will be more than 15% higher than shown in the preliminary estimate. In this case the customer shall have the right to withdraw from the contract by sending a written notification.

3. Delivery and Shipment

All offers are non-binding. Goods will only be delivered as long as the inventory lasts. All delivery dates mentioned by Oraise are non-binding delivery dates unless a delivery date was expressly agreed by the parties. In the event the buyer requests modifications or amendments after placing the order or if circumstances occur that make it impossible for Oraise to adhere to the delivery date, the delivery date shall be delayed by an appropriate period. In the event it is impossible for Oraise to fulfil the contract in full or part for the aforementioned reasons, it shall be released from its obligation to deliver.

The costs for shipping and transportation insurance shall be borne by the customer. Oraise shall be at liberty to select the shipping route and type. The risk will be passed to the customer as soon as the goods leave the factory or Oraise. The customer shall be obliged to inspect the goods upon receipt and to immediately notify Oraise of any obvious transportation damages as well as any packaging damages. The same shall apply to hidden damages. In the event the buyer does not fulfil these obligations and Oraise loses its claims against the insurer or sub-supplier for this reason, the customer shall be liable for all costs arising in connection with this breach of duty.

4. Retention of Title

The delivered goods shall remain the property of Oraise until all receivables by Oraise have been paid in full. The customer shall be obliged to take out proper insurance for the property subject to reservation of title by Oraise (i.e. theft, fire, water and electronics insurance) and

disclose proof of insurance to Oraise upon request. In the event of damages the customer's insurance shall be considered assigned to Oraise. The customer shall not be entitled to dispose of any property subject to reservation of title. In the event of pledging or confiscation, the customer shall immediately notify Oraise in writing and shall notify third parties that Oraise retains title to the property. In the event the customer nevertheless sells the delivered items and Oraise gives its consent, the customer shall transfer all claims against its buyers already when entering into contract. The customer shall be obliged to provide to Oraise any information necessary to assert these rights and to provide the required duties of cooperation.

5. Limitation of Liability

Oraise's liability shall be limited to intentional acts and gross negligence by its employees in management positions and vicarious agents. Reimbursement for damages not typical for this type of contract and not foreseeable shall be excluded. Oraise shall not be liable for the re-procurement of data. The customer shall be obliged to ensure that data can be reconstructed with reasonable effort by using relevant security measures. Furthermore, the customer shall be obliged to take precautions to minimize any potential damages and especially to back up data on a daily basis. When backing up data special attention shall be paid to changing the data carriers on a regular basis. Liability by Oraise shall be excluded for damages that can be avoided by backing up data properly.

6. Warranty

Oraise shall guarantee that the goods possess the attributes promised in the contract and do not have defects that void or diminish the value or fitness for regular use or use as agreed under the contract. Any insignificant reduction of value or suitability for the intended use shall be disregarded. The warranty period will be 6 months and will commence on the day of delivery. The customer shall immediately notify Oraise in writing if any defects occur during the warranty period. The warranty shall not include removal of errors that occur due to normal wear and tear, outside influences or operating errors. The warranty shall not be applicable if the customer independently modifies or commissions a third party to modify devices, elements or supplemental equipment unless the customer keeps full documentation that the defects in question were neither entirely nor partially caused by such modifications and that the removal of errors was not complicated by the modification.

Oraise may repair or exchange defective devices, elements, supplemental equipment or parts within the scope of its warranty obligation. The customer shall remove any programs (including its application programs), data, data carriers, modifications and supplemental equipment within the scope necessary before the exchange. The customer shall be obliged to give Oraise the necessary time and opportunity to carry out the work to remedy the defects. In the event Oraise fails to remove insignificant defects within 6 months of receiving proper notification of the defects, the customer may grant Oraise a reasonable period to comply with the statement that it will reject any errors removed when this period expires. After expiration of the period the

customer shall be entitled to modify the contract or reduce the price if the defect has not been removed. Information shown in manuals, documentation and/or advertising materials that refer to expansion options of a product or available accessories are non-binding, in particular because products are subject to on-going enhancements and the information may also refer to future developments.

7. Software

Oraise shall guarantee, for a period of 6 months from the date of delivery, that the software developed and delivered by Oraise is generally free of material and manufacturing defects. The warranty shall be limited to these services. The customer is aware that errors in the programs cannot be excluded according to the current state of the art.

In the event there is a justified notification of defects Oraise shall reserve the right to remedy the defects three times, or in the event Oraise finally fails to remedy the defect it will grant the customer the right to modify the contract or reduce the price. The customer is only entitled to modify the contract or reduce the price if a programming error is significant or serious in terms of the overall performance and the error cannot be resolved through other software workarounds. Any other guarantees, especially regarding suitability of the software for use in the customer's business as well as for damages caused directly or indirectly (for example lost profits, interruption of operations) as well as for loss of data or damages that are caused by restoring lost data shall be expressly excluded unless it can be proven that Oraise or its employees acted intentionally or with gross negligence. Oraise shall reserve the right, also after delivery, to make modifications to the programs that improve performance of the program and do not affect other parts of the software.

Information shown in manuals, documentation and/or advertising materials that refer to expansion options of a product or available accessories are non-binding, in particular because products are subject to on-going enhancements and the information may also refer to future developments. If our services have to undergo a formal acceptance, they also shall be considered accepted when they are put into operations without any objections.

8. Leasing

The right to use hardware and software shall only apply to the installation location specified in the acceptance report. If software was provided to the lessee, it is only designated for use together with the hardware as agreed under the contract; it shall not be used for any other purposes. The lessee may not allow third parties to use the leased items without prior consent by Oraise. The lessee may not modify and make additions to the leased items without prior consent by Oraise. The lessee shall be responsible for selecting the leased items. The lease period will be specified in the order and shall commence on the day the leased items are ready for operations. The lease period shall be renewed automatically by 6 months unless the lease is terminated by one of the parties in writing with a registered letter and with advance notice of 4 weeks before the respective lease period ends. The lessee shall be obliged to create the proper installation and setup conditions as shown in the installation meeting report.

The parties shall record the time and date of operational readiness in an acceptance report. The duty to pay the leasing fee shall commence on the first business day after operational readiness has been established. The lessee shall be obliged to handle the leased items with due care. The leased items may only be used for their intended purpose. Oraise shall have the right to inspect the leased items at the site of operation at any time during regular business hours. In the event of loss or theft of the leased items the lessee shall be obliged to reimburse Oraise for the value of a new product. Oraise shall only have a duty to maintain the leased items and maintain operational readiness within the scope of a service agreement to be entered into separately. In such a case the leased items may be replaced by other hard- or software with the same functions. In other respects any liability by Oraise shall be excluded. The parties shall agree on the terms and conditions of the return and deinstallation of the leased items in a separate order after the lease agreement has expired.

9. Confidentiality

Oraise and the customer shall be obliged to keep confidential and not to disclose any business and trade secrets by the other party they become aware of. Documents, drawings and other information may only be used within the scope of the purpose of the contract.

10. Miscellaneous

In the event individual provisions set out in these general terms and conditions are or become fully or partly invalid, the validity of the remaining provision shall not be affected. More so, the invalid provisions will be replaced with a valid provision that comes closest to the intended purpose. The parties did not enter into any subsidiary agreements. Contract amendments are only valid if they were confirmed in writing. The customer may only assign its rights arising from the business relationship with Oraise with written consent by Oraise. The customer may only offset the purchase price with recognized or legally established counterclaims.

Place of jurisdiction is Schindellegi/Switzerland.

This contract shall be governed by Swiss Law and in case of doubt the German version shall be binding.

Schindellegi/Switzerland, March 2011