



**Multitest elektronische Systeme GmbH
Multitest Electronic Systems (Asia) Pte Ltd
Multitest Electronic Systems, Inc.
Multitest Electronic Systems (Penang) Sdn. Bhd. (513668-H)**

Terms and Conditions

These terms and conditions (the "Contract") shall govern the sale of all products ("MT Products") and Services relating thereto by Multitest elektronische Systeme GmbH, Multitest Electronic Systems (Asia) Pte Ltd, Multitest Electronic Systems, Inc. or Multitest Electronic Systems (Penang) Sdn. Bhd. (513668-H) ("MT") to buyer ("Buyer").

Dissenting conflicting or subsidiary general T&C's of the buyer will not become part of the contract –even if noted -, unless specifically agreed in writing.

1. Offer and Acceptance

Buyer's acceptance of this Contract is limited to acceptance of the express terms of the offer contained herein. The Sales Contract takes effect when MT's written order confirmation is dispatched (per mail, fax or e-mail). The order confirmation of MT shall also be valid without hand-written signature. Any document supplied by Buyer containing additional or different terms or conditions is considered a proposal to MT, and is hereby objected to and rejected. If Buyer uses its purchase order form in connection with the ordering of MT Products or services, such purchase order will be governed by the terms of this Contract and any provision of such purchase order which in any manner differs from or is in addition to the provisions of this Contract shall be of no force or effect.

2. Pricing

MT's prices do not include transportation, insurance, duty, customs clearance fees, unless specified, nor do they include sales, use, excise, value added, personal property or any other taxes. In addition to the prices specified herein, the amount of any transportation charges or any present or future sales, use, excise, value added, personal property or other similar taxes applicable to the sale or use of the MT Products sold there under shall be paid by Buyer, or in lieu of an applicable tax, Buyer shall provide MT with a tax-exemption certificate acceptable to the applicable taxing authority, prior to shipment.

3. Credit Approval

All orders are contingent upon and subject to approval by the MT Credit Department. MT's Credit Department may at any time in its sole discretion require different payment terms. MT's Credit Department may periodically request financial information from Buyer in connection with reassessment of credit terms.

4. Packaging

MT will provide commercial packaging sufficient under normal conditions, to protect the MT Products during shipment. MT Products will be packed for shipment in a manner selected by MT in the absence of instructions. Buyer may request special packaging, however, such special packaging must be mutually agreed upon by the parties at least 60 days in advance of the scheduled shipment date and the cost of such special packaging shall be borne solely by Buyer.

5. Shipping Terms; Delivery

Unless otherwise agreed in writing, all sales of MT Products are made under INCOTERMS 2000 EXW, ex works. Risk of damage to or loss of the goods shall pass to the Buyer at the time when MT notifies the Buyer that the MT Products are available for collection. Accordingly it shall be Buyer's responsibility to have appropriate insurance coverage and to file any claims therefore with the carrier. Shipment schedules are approximate and are based on conditions at the time of acceptance by Buyer. MT will use commercially reasonable efforts to complete shipment as indicated but assumes no responsibility or liability for loss or damage by reason of *force majeure* (see Section 19). In some cases, Buyer will be instructed under separate cover to provide a temperature controlled air-ride van. International shipments also require air



freight. Buyer shall accept delivery and will, at Buyer's sole expense, provide facilities for setup which comply, in all respects with MT's instructions, all government laws, codes, regulations, orders and the like and with all agreements and understandings with labor unions. Partial and/or instalment shipments are authorized and shall be paid for at Contract prices. If any part of the MT Products are not delivered by MT or are not in accordance with the order, the remainder of the order and Buyer's obligations therefore shall not be affected thereby.

6. Inspection Upon Delivery

Buyer shall visually inspect the exterior packaging which contains MT Products immediately (latest within 3 working-days) upon arrival. If the inspection is not conducted immediately (latest within 3 working-days), warranty will be void. If Buyer notes any abnormalities as a result of its visual inspection of the packaging, Buyer shall take exception on the delivery documents and notify MT immediately. If, as a result of Buyer's visual inspection there are no exceptions taken, Buyer shall immediately notify MT to schedule configuration. Buyer shall ensure that a MT representative be present and supervise the uncrating of the MT Products (Base Unit Systems only) or else warranty will be voided. Transportation charges for returned goods shall not be paid by MT unless authorized in writing in advance by MT. MT may, at its option, repair, replace or refund the purchase price for any or all returned MT Products within a reasonable time after it is finally determined that the returned goods are not in accordance with this Contract; and in such event MT shall not be liable for any damages arising from the defective delivery or delay caused thereby.

7. Acceptance

Unless noted otherwise, each MT Product is given a standard acceptance test (the "Standard Acceptance Test") as defined in the current MT Acceptance Procedure at MT's plant. Buyer is invited to observe this Standard Acceptance Test. Buyer may propose in writing an alternative acceptance procedure (the "Customer Acceptance Test"), which, if specifically agreed to in writing by MT, will substitute for the Standard Acceptance Test. MT needs to have Buyer's test vehicles at least 30 days prior to the proposed date of the Customer Acceptance Test. Any tests requested by Buyer to be done in the field shall be a duplicate of the test performed at MT's plant. The MT Product shall be deemed accepted upon satisfactory completion of the applicable acceptance test. Neither the standard shipping terms nor special shipping terms agreed to by the parties shall affect the time of acceptance of the MT Products and Buyer's obligations.

8. Setup/Configuration

Unless otherwise mutually agreed to by the parties, MT agrees to supervise initial setup of a MT Product (for base units systems only) at Buyer's facilities. MT agrees to provide a standard performance test as defined in the current MT Acceptance Procedure at the time of MT Product configuration at Buyer's facility and will provide Buyer with a signed Acceptance Procedure document for Buyer's acceptance signature. If prior to Buyer providing MT with a signed acceptance signature, Buyer uses the MT Product for production purposes (whether for internal use or resale), such use shall be deemed acceptance of the MT Product. MT Products shall be deemed to have been accepted no later than 60 running days from configuration.

If specifications are cited in the MT supplied facilities requirements documentation, it is Buyer's responsibility to provide facilities meeting these specifications at Buyer's expense. It is Buyer's responsibility to prepare the area in which each MT Product is to be configured and to provide utility services specified by MT prior to the specified date. If, as a result of Buyer's failure to ensure that the facilities or personnel are prepared for configuration, MT is unable to complete a configuration as scheduled, charges may be applied for subsequent or extended visits necessary to complete the configuration.

9. Payment

Payment terms under this Contract shall be as follows:

9.1 MT Products

Unless otherwise stated, 90% of the Contract price of each MT Product is due within 30 running days after shipment and the remaining 10% of the Contract price is due within 15 running days of satisfactory completion of the applicable acceptance test, if any, of the MT Product at Buyer's facility and in no event shall the remaining balance be paid later than 90 running days after shipment (see Section 7).



If the applicable acceptance test has not been completed due to Buyer-caused delays of 15 running days or more in completing configuration, the remaining balance will be due within 30 running days of delivery of the MT Product to Buyer's facility.

For spare parts, 100% of the Contract price is due within 30 running days after invoice date.

If a Letter of Credit is required for payment, Buyer shall open a fully operable irrevocable Letter of Credit to MT at least 30 running days prior to the scheduled shipping date. The Letter of Credit shall be opened in accordance with the terms of MT's instructions and subject to the International Chamber of Commerce's Uniform Customs Practices for Documentary Credits, Publication 500.

9.2 Service Contracts / Training

Payment terms under all service contracts are net 30 running days from date of the MT invoice. Shipments, deliveries and performance of work shall at all times be subject to approval of MT's Credit Department and MT may at any time decline to make any shipments or deliveries or to perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to the Credit Department.

9.3 Tooling Costs

Tooling costs are due within 30 days after invoice date.

9.4 Overdue Payment

For overdue payment we charge 1.5% interest per month.

10. Security Interest / Retention of Title

Buyer grants MT a security interest in any MT Product provided to secure performance of all obligations hereunder.

Notwithstanding delivery and the passing of risk in the products, or any other provision of the Contract, the property in the goods shall not pass to Buyer until MT has received payment in full of the price of the goods and all other goods agreed to be sold by MT to the Buyer for which payment is then due. MT shall have the absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in MT.

If the goods are proceeded or reshaped by the Buyer and if proceeding is done with goods that MT has no property in, MT shall become co-owner of the goods. The same shall apply if MT's goods are completely reshaped and mixed with other goods. If third parties take steps to pledge to otherwise dispose of the goods, the Buyer shall immediately notify MT in order to enable MT to seek a court injunction. If the Buyer fails to do so in due time he will be held liable for any damages caused.

11. License Grants

MT grants to Buyer a non-transferable, non-exclusive license to use the software (the "Software") incorporated into a MT Product or independently shipped for use with a MT Product and to any written materials (the "Software Materials") which accompany either the MT Product or the Software. Buyer agrees not to copy the Software except Buyer may make a copy of the Software for backup purposes. Buyer agrees not to copy the Software Materials, and further agrees not to make the Software Materials accessible from remote locations or accessible simultaneously by multiple users unless Buyer first secures written consent from MT. The term of this license will be for the duration of Buyer's ownership of the MT Product. Buyer acknowledges that no title to the intellectual property in the Software or Software Materials is transferred to Buyer. Buyer further acknowledges that title and full ownership rights to the Software and Software Materials remain the exclusive property of MT, and Buyer will not acquire any rights to the Software or Software Materials except as expressly set forth above. Buyer may not transfer the Software or Software Materials to any third party without the prior written consent of MT. Buyer agrees that any copies of the Software will contain the same proprietary notices which appear on and in the Software.

In the event data is supplied by MT, it shall be conclusively presumed to pertain to products, components, or processes developed at MT's private expense and no rights in such data or in any inventions, patents, or copyrights related thereto shall pass to the Buyer. Correspondingly, if data is furnished to MT may use such



data for any purpose unless expressly forbidden from doing so by a written agreement signed by both parties.

12. Warranty

MT warrants that the hardware and other non-software components of any MT Product to be delivered under this Contract will be substantially free from defects in material and workmanship under normal use and service for 12 months after acceptance of the MT Product, but in no event longer than 13 months after shipment by MT (the "Warranty Period"). Consumable items and travel expenses are not included and will be charged in any case. Warranty is only valid if the Multitest recommended preventive maintenance is performed using original Multitest parts. Spare parts are warranted for 90 days. It is recognized that some components and accessories, by virtue of their purpose and design, are not intended to function for a full year. If such components and accessories fail to give reasonable service for a reasonable period of time, as such is determined solely by MT, then MT may at its election, replace or repair them. Some newly manufactured products may contain remanufactured parts equivalent to new in performance.

Where any valid claim in respect of any MT Product which is based on any defect in the quality or conditions of the goods or their failure to correspond with specifications is notified to MT in accordance with these conditions, MT shall be entitled at MT's sole discretion to either replace the goods free of charge or repair the goods.

Unless otherwise provided in a written agreement between the parties relating to the software components (the "Software"), MT warrants to Buyer that during the Warranty Period, the Software will substantially conform with MT's published specifications on the date of the order for the Software, if such Software is properly used in accordance with the procedures described in the Software materials supplied by MT. MT's exclusive obligation with respect to non-conforming Software shall be, at MT's option, to replace the Software or use diligent efforts to provide Buyer with a correction of the defect, or to refund to Buyer the purchase price paid (or if not paid directly, the price allocated by MT) for the Software. Defects in the Software will be reported to MT in a form and with supporting information reasonably requested by MT to enable it to verify, diagnose and correct the defect.

Notwithstanding the foregoing, in lieu of repairing or replacing a MT Product, MT may at any time discharge its warranty as to any item by refunding the purchase price and taking back the MT Product.

The aforementioned provisions do not extend the original warranty period of any MT Products which have either been repaired or replaced by MT. MT assumes no responsibility for the performance of a MT Product manufactured to Buyer's design or specifications, nor for defects in raw materials, parts, or sub-assemblies furnished by Buyer or its agents.

12.1 Exclusions from Warranty

MT's obligation under this Section 12 shall not apply to items sold by MT to Buyer which have been (1) altered by Buyer in any respect, especially if third party parts are being used in replacement of original MT parts; (2) combined by Buyer with other equipment or technology not authorized in writing by MT; (3) subjected to unusual physical or electrical stress, misuse, abuse or accidents; (4) otherwise used by Buyer in an unauthorized manner; or (5) configured at a location different from that agreed to in the Contract without prior written notification to MT.

Furthermore, MT shall not be liable in respect to any defect in the MT Products arising from any design or specification supplied by the Buyer.

MT shall not be liable under the warranty given under this Section 12 if the total price of the goods has not been paid by the time period specified in Section 9.

12.2 DISCLAIMER OF WARRANTY

The foregoing warranties are stated in lieu of all other warranties, express, statutory, or implied, including the implied warranties of merchantability, non-infringement of third party rights and fitness for a particular purpose, and of all other obligations or liabilities on MT's part in connection with the sale of any MT product, and MT neither assumes nor authorizes any other person to assume for MT any other obligations or liabilities in connection with the sale of any MT Product.

13. Spare Parts Supply

For customer specific developed and manufactured items (e.g. conversion kits, contact sockets) we guarantee a regular spares supply and service labour for five years starting with the date of delivery. Beyond this period, Multitest will provide spares and service labour for this product based on a "best effort" basis.

14. Infringement

The parties shall indemnify each other as follows:

14.1 MT's Indemnification

MT agrees to indemnify and hold harmless Buyer, its officers, directors, employees and agents against any claims, actions or demands that the MT Product purchased under this Contract directly and literally infringes any German copyrights, German patents, trade secrets or other proprietary rights of any third party arising under German law which exist on or prior to the delivery date of a MT Product, unless such claims, actions or demands result in whole or in part from:

- (a) Buyer's use of the MT Product in a combination which violates the rights of third parties or in a combination with materials or products not supplied by MT (even if those materials or products are necessary for the operation of the MT Product);
- (b) The modification or attempted modification of the MT Product by parties other than MT or the use or distribution of such modified MT Product;
- (c) The use of other than the latest version of any software or hardware of MT included in the MT Product, if such claim would have been avoided by the use of such later version;
- (d) The use or sale of the MT Product which was designed in accordance with Buyer's specifications;
- (e) The method of Buyer's use of the MT Product (even if that is the only reasonable use of such MT Product); or
- (f) Infringement of any patent or equivalent right that Buyer was aware of or should have been aware of at the time of purchase of the MT equipment.

This indemnification obligation is contingent upon (1) Buyer giving written notice within 15 running days to MT of any such claim, action or demand, (2) Buyer allowing MT to control any defense and related settlement negotiations, and (3) Buyer fully assisting, at MT's expense, in any defense.

To terminate this indemnification obligation, MT may, at its option, (1) modify or replace the MT Product with one which is functionally equivalent, (2) obtain a license for the Buyer to continue to use the MT Product, (3) accept the return of the MT Product held by Buyer and return the purchase price of MT Product to Buyer.

THE FOREGOING STATES BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.

14.2 Buyer's Indemnification

Buyer agrees to indemnify and hold harmless MT, its officers, employees and agents against any claims, actions or demands alleging that MT is liable for infringement of patents, copyrights, trade secrets or other proprietary rights of any third party due to the actions of Buyer including but not limited to:

- (a) Buyer's use of the MT Product in a combination which violates the rights of third parties or in a combination with materials or products not supplied by MT;
- (b) The modification or attempted modification of the MT Product by parties other than MT or the use or distribution of such modified MT Product;
- (c) The use of other than the latest version of any software or hardware of MT included in the MT Product, if such claim would have been avoided by the use of such later version; or



- (d) The use or sale of the MT Product which was designed in accordance with Buyer's specifications.

This indemnification obligation extends to liability arising under any theory. This indemnification obligation is contingent upon (1) MT giving prompt written notice to Buyer of any such claim, action or demand, (2) MT allowing Buyer to control any defense and related settlement negotiations and (3) MT fully assisting, at Buyer's expense, in any defense.

15. Personal Injury

Buyer shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any activity that may be performed by any employees, agents, or subcontractors of the Buyer during Buyer's receipt or inspection of any MT Product at MT's facilities and Buyer shall indemnify and hold harmless MT from and against all loss, liability, and damages arising from or caused directly or indirectly by any negligent act or omission of such agents, employees, or subcontractors of the Buyer. MT agrees to indemnify Buyer against any claims against Buyer in respect of personal injury or loss of or damage to tangible property, but not otherwise, up to the limits of the MT's applicable insurance per occurrence, as a result of any negligent act or omission of MT's employees during any work at Buyer's facility. MT's indemnification obligations under this clause shall apply only if Buyer has provided notice to MT, in writing, of any such claims within the scope of this indemnification within 10 running days after the date on which Buyer first receives any notice, written or oral, that such claims may be asserted against Buyer. Upon receipt of any such written notice from Buyer, MT or its representative shall have the right to defend any such claims and/or to participate in any discussions or agreements entered into by Buyer to settle same. MT shall have the right to refuse to settle or compromise any such claims, or in its sole judgment, to defend Buyer against any lawsuit at MT's expense. MT shall not be bound by any judgments or settlement agreements to which it has not been a party or to which it has not consented in writing. The above constitutes the full extent of MT's indemnification obligation, express or implied, to Buyer.

16. LIMITATION OF LIABILITY

16.1. The remedies provided herein are buyer's sole and exclusive remedies. MT shall not be liable for incidental, consequential or punitive damages arising out of the sale, setup, service or use of the MT products sold hereunder. In no event shall MT's liability on any claim of any kind exceed the price allocable to the MT product or service or part which gives rise to the claim and such maximum liability shall be reduced each year after the delivery date of the MT product by 20% of the price allocable to the MT product or service or part which gives rise to them claim. In the event of patent infringement, MT's entire liability shall in no event exceed the purchase price for any MT product purchased under this contract. MT shall have no liability for any claim of indemnification concerning an alleged infringement where the damages alleged or awarded are based directly or indirectly upon the quantity of value of goods manufactured by means of the product, or upon the amount of use of the product. If the remedies provided herein shall be found to have failed of their essential purpose by a court of competent jurisdiction, the limitation of incidental and consequential damages shall nevertheless apply, such limitation on damages being independent of buyer's exclusive remedies.

16.2. Any discharge of liability shall be void if a defect results from gross negligent or intentional breach of contract on the part of MT or in case of personal injury. The same applies if the seller may be held liable for the breach of any further essential contractual obligation. Buyer's total liability is also limited to intent and gross negligence.

17. Cancellation; Rescheduling

Buyer may unilaterally cancel this Contract upon written notice to MT and upon payment of cancellation charges as follows:

- (a) If notice is within 30 days of the scheduled shipment date, 80% of the purchase price of the order.
- (b) If notice is more than 30 days, but within 60 days of the scheduled shipment date, 50% of the purchase price of the order.



- (c) 80% of the purchase price of the order is payable for any conversion kit cancellation.
- (d) 100% of the purchase price is payable for tooling costs, custom made items, spare parts and contact sockets.
- (e) All incurred costs are due for any Service Contracts/Training cancellation.

Buyer may unilaterally reschedule this Contract upon written notice to MT and upon payment of rescheduling charges as follows:

- (a) If notice is within 30 days of the scheduled shipment date, 80% of the purchase price of the order.
- (b) If notice is more than 30 days, but within 60 days of the scheduled shipment date, 50% of the purchase price of the order.
- (c) 80% of the purchase price of the order is payable for any conversion kit rescheduling.
- (d) 100% of the purchase price is payable for tooling costs, custom made items, spare parts and contact sockets.
- (e) All incurred costs are due for any Service Contracts/Training rescheduling.

18. Default

In the event of (1) breach by Buyer of any agreement, term or condition set forth herein; (2) breach by Buyer of any representation or warranty made by Buyer in connection with this transaction; or (3) default by Buyer in the payment of any indebtedness due there under, MT may unilaterally suspend further shipments or terminate the contract without in any way affecting its other rights under this Contract and may exercise all rights and remedies available to it at law or in equity.

19. Export

Export or re-export of MT Products and technical data is controlled by and is subject to prior approval by German Bundesamt für Wirtschaft und Ausfuhrkontrolle (Federal Office of Economics and Export Control). It is the responsibility of the exporter or re-exporter to obtain an appropriate export licenses or authorizations before exporting to any country. Order acceptance and delivery are contingent upon export license screening and/or receipt of validated license. Buyer agrees to assist MT in the screening process and/or obtaining said license by providing at the time of order complete End-Use Information.

20. Force Majeure

MT shall not be liable for delays or failures in performance of any obligation hereunder by reason acts of God, fires, floods, wars, embargoes, labor disputes, acts of sabotage, acts of terrorism, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any governmental act, regulation or request, shortage of labor, materials or manufacturing facilities, delays or unavailability of transport or any other cause or causes beyond MT's reasonable control. If by reason of any of these things, MT's supplies of the MT Products covered hereby are limited, MT shall have the right to prorate the available supply in such a manner as it, in its sole discretion, determines. Deliveries suspended or not made by reason of this Section shall be cancelled without liability; provided however, that payment obligations for MT Products already delivered or for services rendered pursuant to this Contract shall otherwise remain unaffected.

21. Disposal in the end-of-life case

MT and the Customer agree that Customer is obliged to dispose old equipment in the end-of-life case in a professional way and according to the prevailing local legal regulations.

22. Confidential Information



Buyer shall not disclose confidential proprietary information to MT except in accordance with these provisions. All information claimed to be confidential or proprietary shall be reduced to writing and appropriately marked to so identify it. MT agrees to hold such information in confidence for Buyer and not use it, except as authorized by Buyer, for a period of two (2) years from the date of this Contract. In protecting the confidentiality of such information, MT shall be held to the standard of care it uses in protecting its own such confidential and proprietary information. Notwithstanding Buyer's claim of confidential or proprietary status, the following information shall not be subject to the obligation of confidentiality or non-use: information which was or becomes known to MT from sources other than Buyer; information which is independently developed by MT, or by its consultants, without breach of these terms; information which is or becomes part of the public domain without breach of these terms; information which is disclosed to third parties without restriction or breach of these terms. All information regarding the MT Products, including without limitation manuals, software, and portions of the MT Product not ordinarily visible during normal operation, shall be considered confidential information of MT and shall not be disclosed to any third party without MT's prior written consent.

Buyer agrees that MT has a vital interest that MT original parts will not be copied by third parties. The Buyer agrees to take all reasonable steps to prevent MT original parts from being copied by third parties. A failure of Buyer to do so constitutes a substantial breach of this contract.

23. Governing Law; Jurisdiction

The validity, interpretation and performance of this Contract and any dispute connected herewith shall be governed by and construed in accordance with the laws of Germany, excluding choice of law rules. Any patent disputes that arise under this Contract shall be heard and decided by a German Court, and the parties hereby submit to the jurisdiction of, and waive any venue objection against such court. Any dispute, other than relating to patents, arising from or in connection with this Contract and which is not resolved by the parties within 90 days after original written notices of dispute shall thereafter be submitted to the exclusive jurisdiction of the competent court. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods in its entirety to the Contract. No action by Buyer may be brought at any time more than 12 months after the facts occurred upon which the cause of action arose.

24. Miscellaneous

All communications required or permitted under this Contract must be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered mail, return receipt requested, postage prepaid. All communication must be sent to the receiving party's initial address, or to such other address that the receiving party may have provided for purpose of notification as provided herein. This Contract may not be amended except by a written instrument signed by appropriate officers of each party. Any attempted assignment of this Contract or of any rights arising hereunder by the Buyer without the prior written consent of MT shall be void and of no effect. No term or provision hereof shall be waived or deemed waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against it is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If any provision of this Contract is held to be ineffective, unenforceable or illegal for any reason, such decision shall not effect the validity or enforcement of any or all of the remaining portions thereof. Except as otherwise specifically stated herein, this Contract represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, negotiations and agreements, whether written or oral. Each party shall be responsible for all its legal, accountancy or other costs and expenses incurred in the performance of its obligation hereunder.

25. Severability

If any of the provisions contained herein shall be held to be void or unenforceable for any reason, such unenforceability shall not affect any other provision herein, but these terms shall be construed as if such unenforceable provision had never been contained herein.

26. Subject to Change



These Terms and Conditions are valid starting October 22nd, 2008. Multitest reserves the right to change these Terms and Conditions at any time. All previous Terms and conditions lose their validity.