GENERAL TERMS AND CONDITIONS OF SALES

Article 1 - Object and scope

Every order implies the buyers acceptance to these and below mentioned rules and conditions. These general rules and conditions supersede any other documents or contract except express and prior agreement of our company. All other documents apart from these general terms and conditions only carry informative status and are not binding.

Article 2 – Intellectual property

All technical documents (technical drawings, plans, studies, etc) given to the clients of our company are the sole ownership of our company and must be returned upon request. The client takes charge not to share them with any third party, under risk of penalty.

Article 3 – Orders

Every Purchase order needs to be accepted and our company will send an order confirmation. Once accepted on our behalf, the order becomes irrevocable. Should our company accept an order change or replacement, and having already begun the production of the initial purchase order, the client will pay any costs relating to the already accomplished manufacturing, as well as any tooling costs associated, or other special preparations. Any payment made relating to the purchase order will be considered a deposit on the purchase order itself.

Article 4 - Delivery

Delivery times are given for informational and indicative purposes only; these depend in particular on the availability of the carriers and the dates of arrival of the orders. Our company strives to execute orders, except in cases of force majeure, or in the event of circumstances outside of our control, such as strikes, frost, fire, storm, flood, epidemic, difficulties of procurement, without this list being restrictive. Late delivery cannot give rise to any penalty or compensation, nor motivate the cancellation of the order. Any delay in relation to the initially provided delivery deadlines cannot justify a cancellation of the purchase order placed by the customer and accepted by our company. The deliveries will be done with transport until specified destination. The transfer of risks on the products sold by our company takes place at the delivery of the products to the carrier or at the exit of our warehouses. It is the responsability of the client to take any misgivings regarding the state of the goods delivered directly with the transporter. Any product which was not claimed faulty within 3 days (confirmed by registered letter with acknowledgement of reception) from its reception by the client, in accordance with article L. 133-3 of the Commercial Code, and which a copy will be sent to our company, will be considered accepted by the client. Independently of the steps to be taken against the carrier, as described above, in the event of apparent defects or missing products, claims will be considered only if they are done in writing, by registered letter with acknowledgement of reception, within 3 days from reception of goods. It is the responsability of the buyer to define any and all missing or damaged goods. No return of goods can be made by the customer without the express prior written agreement of our company. The return shipping costs will be borne by our company only in the case where an apparent defect, or missing, is actually noted by the latter or his representative. Only a transporter of our choosing will be allowed to execute the transfer of goods once return is accepted by our company. Once the goods have been inspected in our company and an apparent defect or missing is confirmed, the client can request a replacement of the non-compliant articles and/or the additions to be sent to make up the missing articles at the expense of our company. The client is not entitled to claim for any compensation or order cancellation. The unreserved receipt of products ordered by the customer shall cover any apparent defect and/or missing part. The complaint made by the customer under the conditions and according to the modalities described by the present article does not suspend the payment by the customer of the concerned goods. Our company cannot be made responsible for any damages made to the goods during the course of transportation, even if we have chosen the carrier. In case of partial or full non-payment of an invoice due, after formal notice remained ineffective within 48 hours, our company reserves the right to suspend any delivery in progress and / or future.

Article 5 – Prices

Our prices are invoiced based on the prices quoted on the day of the placing of the order. The prices in our offers and quotations are valide for thirty days as from their sending. Our prices are always excluding taxes, unpackaged products, taken in our warehouses. They do not include the installation costs, start-up, staff training. Our prices do not count transport costs, unless otherwise agreed with the client. They are calculated net, without any discounts and cannot be effected by any claims of damage or interests. Any penalty clauses appearing on the commercial papers of our customers are hereforth unenforcable. Unless otherwise agreed, packaging is determined and prepared by our company.

Article 6 – Terms of payment

Our invoices are payable 45 days end of month at the head office of our Company. Any amounts not paid by date due, can be subject to penalty fees set at three times the legal interest rate. These penalties are automatically due and will automatically be debited from the customer's account.

Article 7 – Reservation of title

The transfer of ownership of our products is suspended until the Customer pays the full price of both the principal amount and additional charges, even where a payment extension has been granted. Any contrary clause, particularly inserted into the terms and conditions has no validity. Our company also reserves the right to request the resolution of the sale 48 hours after sending a simple formal notice, if payment of due invoices is not made. Similarly, our company may unilaterally, after sending a formal notice,

also compile an inventory of its products that are in the possession of the client, who is engaged to allow free access to its warehouses, shops or other facilities to this end, ensuring that the identification of the Company’s products is always possible. The present clause does not prevent the risk related to the product(s) from being transferred to the client upon their delivery. Upon delivery, the client is appointed depositary and responsible for the delivered product(s). In the case of non-payment and unless we prefer to request the full and complete execution of the sale, we reserve the right to terminate the sale after formal notice and to claim the delivered goods, the cost of return remaining the responsibility of the buyer and all payments already executed to be acquired by the Company as penalty clauses, without prejudice to any legal action.

Article 8 – Guarantee regarding apparent and hidden defects

The products need to be checked by the client upon delivery and all claims or contestations concerning defaults are to be made under the conditions laid down in Article 4. Our Company reserves the right to verify directly or indirectly the validity of any claims on the premises. Any defective and deteriorated products due to abnormal storage and/or conservation at the client’s premises, shall not be eligible for liability from the Company.

Under this liability, the Company shall be in charge of free defective product replacement. The client shall not be entitled to any interests or damages for any reason whatsoever.

Our guarantee applies solely to products that have become regularly a property of the client. It only applies to products manufactured entirely by our company. It shall not apply to products that have been used under unforeseen performance or use conditions. Our guarantee is in accordance with the Article 1641 of the Civil law. We do not cover any damages resulting in the assembly, or mounting of goods unless the same was done under our supervision. Our guarantee ceases automatically if the client has not notified us of the alleged defect within 20 clear days from its discovery. The duty to prove the date when the faults were discovered is on the buyer/client. In any case, our guarantee is limited to six months from delivery.

Article 9 – Getting started

By express prior agreement between the parties, our Company can engage setup and installation of our products and material. The conditions of intervention of our Company will be specified in the particular conditions contract established by our Company. The buyer is obliged to provide all necessary material and human resources. In case of accident our company is liable only for the actions executed by our personnel. The buyer is solely responsible for all the routing and installation of the equipment.

Article 10 - Jurisdiction

The selection of service address is set by our Company, at its headquarters. Any dispute regarding the application of the present terms and conditions, their interpretation, their implementation, sales contracts and invoice payments shall be brought before the Commercial Court attributed to the Company headquarters region irrespective of the place of order, delivery, payment or mode of payment, even in the event of appeal or multiple defendants. The allocation of jurisdiction is general and applies whether it is a main claim, an interlocutory claim, an action on the merits or an interim.

Article 11 - Disclaimer

The fact that our Company does may not at some point rely to some or one of the present clauses cannot imply future renunciation towards the aforementioned terms and conditions.

Article 12 - Applicable Law

Any questions regarding the present terms and conditions that would not be covered by the present contractual provisions shall be governed by the French law to the exclusion of any other law and, in a suppletive basis, by the Vienna Convention on Contracts for the International Sales of Goods.