

GENERAL TERMS AND CONDITIONS

1. General terms and conditions. These terms and conditions apply to the contractual relationships between the "Supplier" and the customer company hereinafter referred to as "the Customer". They constitute the legal basis of contracts, except for transactions in which other provisions to the contrary are stated in writing with the Supplier's agreement.

2. Establishment of the contract. Unless otherwise provided, the offer is valid for one month. The contract is deemed to be completely established only after the Supplier's written acceptance of the order.

3. Content of the contract. The contract shall be strictly limited to the supplies and services that are expressly specified by the parties based on the data provided by the Customer. The Supplier reserves the right to replace the subject supplies by those with equivalent specifications, on the condition that such replacement does not increase the price thereof or alter the quality for the Customer. The Supplier reserves the right to subcontract all or part of the studies, supplies and services that are the subject of the contract.

4. Documents. Information, photos, weights, prices and drawings appearing in catalogues, leaflets and price lists are provided only for indicative purposes, and are non-contractual. The Supplier reserves the right to make any modifications thereof.

5. Cancellation of the contract. The order expresses the Customer's irrevocable consent ; hence, the Customer cannot cancel it, unless the Supplier expressly consents thereto beforehand. In such case, the Customer shall indemnify the Supplier for all costs resulting from said cancellation, which costs shall not be less than 30% of the cancelled amount. The Supplier is not obligated to accept any new equipment returned to it.

6. Changes in the Contract. Any change in the contract requested by the Customer is subject to the Supplier's express agreement and shall be specified by amendment to the contract. If such occurs, the Customer shall compensate the Supplier for the costs incurred and for all direct and indirect consequences resulting therefrom (especially, without being limited thereto, costs of supplements requested, stock replenishment, logistical costs, inspections).

7. Ownership of studies, plans and documents. The Supplier shall retain complete ownership of the intellectual property rights in its studies, plans and documents. Any reproduction requires the Supplier's prior written agreement. If studies conducted at the Customer's request, or documents provided thereto, are not followed by orders of products, the costs incurred thereby shall be charged to the Customer with return of the documents. All of the intellectual property rights, as well as the knowledge and expertise contained in the documents transmitted, the products delivered and the services performed remain the Supplier's exclusive property. Any transfer of intellectual property rights or knowledge must be subject to a contract with the Supplier.

8. Price. The prices determined upon acceptance of the order are established net of taxes, customs duties, transport, insurance, "standard" packing and "ex-factory". In case an event occurs that is beyond its control, which compromises the equilibrium of the contract, the Supplier reserves the right to revise its prices according to the modes determined by the parties beforehand (especially in the event of fluctuations in the prices of raw materials, or changes in customs duties, exchange rates, provisions of law).

9. Terms of payment.

9.1. Terms and modes of payment – Act n° 2001-420 of May 15, 2001 recommends payment within 30 days following the date of provision.

The dates of payment agreed to by contract shall not be contested unilaterally by the Customer for any reason whatsoever, even in the event of dispute. Early payments are made without discount, unless otherwise specifically agreed to.

9.2. Late payment – In accordance with Act n° 2001-420 of May 15, 2001 and with the European Directive 2000/35 EC of June 29, 2000, any late payment entails the application of accrued interest equal to the most recent refinancing rate of the European Central Bank increased by seven points. Any payment not made on a due date, or deterioration of the Customer's financial position observed by a financial institution, constitutes a breach of the contract and results in the immediate payability of all of the debts. The fact that the Supplier relies on any one of these provisions does not deprive it of the right to apply the reservation of ownership clause stipulated in article 14. In the event of late payment, the Supplier has a right of retention of the manufactured products and related supplies.

9.3. Practice of automatic debits – The Customer is prohibited from any illegal practice of automatic debit or credit and, generally, from charging to the Supplier any sum which has not been expressly recognized thereby to be under its responsibility.

10. Times for delivery. The time for availability of the equipment, before receipt, commences to run from the time on which all of the following conditions have been satisfied:
1° Receipt of all information necessary for proper performance of the contract.
2° Receipt of any possible deposits due for the order.

Unless otherwise stipulated, the times for delivery are given only for indicative purposes. A late delivery may not result in the rescission, even partial, of the contract.

11. Technical acceptance, tests, inspections, certificates. Upon receipt, the Customer must meticulously inspect the product. In the absence of a statement of any reserves within

4 days of delivery, the product shall be deemed to be in conformity with the contract. Any operations of acceptance, inspections, tests and certificates requested by the Customer are its responsibility. These additional operations shall be carried out in the factory or on the site at the Supplier's choice. If the Customer, advised of the date of these operations, is not present, a report thereof will be transmitted to it and the acceptance shall be deemed to have occurred.

12. Packaging, delivery, transport, insurance, customs. The agreed conditions of delivery shall be interpreted under the INCOTERMS in effect on the date of establishment of the contract. If no particular condition of delivery is agreed to, delivery is made "ex-factory". In the absence of a special request from the Customer, the necessity of a packaging is at the Supplier's sole discretion. The cost of packaging is always due from the Customer and the packaging is not recovered by the Supplier. From the date of provision, the Customer is liable for damages possibly caused to or by the products.

13. Installation, putting into service : Unless otherwise agreed to, only the Customer is responsible for the installation and putting into service, which must be carried out according to the rules of the profession.

14. Reservation of ownership. The Supplier retains the full ownership of the subject products until the effective payment of the total principal price and ancillary items. Default of payment on any due date may entail the repossession of these products.

15. Warranty. Unless otherwise stipulated, and without prejudice to the provisions of legal warranty, the Supplier provides a 12-month warranty from the date of provision of the products in the Supplier's premises. Said warranty covers only the repair of equipment recognized as being defective, once it has arrived at the Supplier's premises. The warranty does not apply:

- to elements, which, because of the nature of their materials and functions, are subject to wear and tear,
- in the event of deterioration or accidents due to :
 - an installation or use that is not in conformity with the rules of the profession,
 - failure to comply with the installation, use or maintenance instructions,
 - defective surveillance, storage or maintenance,
 - a change or intervention by the Customer in the original product.

The warranty does not apply in the event of non-payment by the Customer, and the Customer shall not prevail thereon in order to suspend or defer payment.

16. Liability. The Supplier's civil liability, for any causes except those involving physical injuries and serious fault, is limited to the amount of sums received under the contract. The Supplier expressly excludes any other liability for indirect material and/or direct and indirect non-material damages, and for redress of any financial loss resulting from a loss of profit, deprivation of a right, interruption of a service carried out by a person or an item of equipment, insofar as such limitations or exclusions are compatible with the legal provisions in effect and are of a mandatory character.

17. Force majeure. Neither party in this contract shall be held liable for its delay or failure to fulfil one of its obligations under the contract if such delay or failure is the direct or indirect consequence of an event of force majeure within a meaning broader than that of the French case law such as : occurrence of a natural disaster, earthquakes, storms, fires, floods, conflicts, wars, attacks, labour conflicts, total or partial strikes, mandatory orders of the public authorities (import prohibitions, embargos), operating and transport accidents, machine breakdowns, explosions, serious defects of suppliers. The affected party shall immediately inform the other of the occurrence of a case of force majeure brought to its knowledge, which, in its opinion, is of a nature to affect the performance of the contract.

18. Rescission. If payment is not made within 8 days following the postal date of a notice by registered letter, the Supplier may rescind the contract. It may also obtain redress of all of the damage incurred. If, following events of force majeure as those described in article 17, performance of the contract is no longer possible within a reasonable time, each of the parties is entitled to withdraw from the contract by simple written notice, without the need to request termination by a court. Rescission of the contract for any reason whatsoever does not affect the debts already due between the parties.

19. Disputes. In the event of any disputes that might arise related to a supply or the payment therefore, whatever the terms and conditions of sale and mode of payment agreed to, and even in the context of an action for enforcement of a warranty, or a multiplicity of defendants, unless an amicable settlement has been reached, the Commercial Court located in the area of the Supplier's registered office shall have exclusive jurisdiction to adjudicate such dispute. Only French law is applicable.

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