

GENERAL CONDITIONS OF SALE

CONTRACTS AND ORDERS

1.1 Our offers, sales and delivery are subject to the general conditions herein, which shall prevail over all conditions of sale, except with our express waiver thereof.

1.2 A contract of sale shall not be considered completed without our written confirmation of same or our issuance of a receipt.

1.3 Any order that is submitted to us directly or through an intermediary does not imply an obligation on our part toward the purchaser until after express acceptance on our part.

TERMS OF PAYMENT

2.1 Our prices are expressed in euros for merchandise sold and approved for shipping from factory or warehouse, not including shipping. All other charges and taxes which are or may become applicable shall also be billed to the purchaser.

2.2 Our prices are inclusive of VAT for France and Germany and exclusive of VAT for the United Kingdom. The VAT shall be applied to deliveries within the European Union. Deliveries outside of the European Union shall be exclusive of taxes, but may be subject to import taxes or local taxes at the time of delivery.

2.3 Shipping and handling charges are added on all orders. The purchaser authorizes us to add a delivery charge to the agreed price.

2.4 Rates are for payment in cash upon order and without a discount. With express acceptance on our part, merchandise and services shall be payable upon order, at our office, for all agreed forms of payment.

2.5 Invoices which are not paid by the required date shall automatically be assessed interest at the legal rate plus 2 points. In the event of recovery through collection action, a penalty shall be added at a flat rate of 20% of the amount owing.

DELIVERY

3.1 Except with our express written confirmation otherwise, delivery dates are approximate. Any delay in delivery shall not be grounds for cancellation of the order or for any claim for damages or penalties.

3.2 The purchaser assumes all risks related to shipping (even in the case of Franco delivery) and, on receipt of delivery, must direct all claims for damage to the shipper with respect to normal carrier responsibilities. Unless otherwise agreed, merchandise shipped and accepted is not returnable.

RESERVATION OF PROPERTY

4.1 To secure full settlement of our accounts, including current account balances or related amounts which may be charged to the purchaser for any reason, he/she agrees to the provisions hereinafter specified.

4.2 All goods remain our property until full payment of principal and all other charges has been made.

4.3 An obligation to pay, such as a bill of exchange, shall not constitute payment for the purposes of this clause. Any default on payment by the required date may result in a claim against the goods. The provisions hereinabove do not preclude, on delivery of the goods, the transfer to the purchaser of risk for loss, deterioration of goods or damages.

4.4 The purchaser may not pledge the merchandise or otherwise provide it as security. The purchaser assigns to us all

rights with respect to the goods, such as resale price, insurance indemnity and damages, even in the event of a balance in the purchaser's account. We may be assigned partial property rights in proportion.

WARRANTY

5.1 The warranty is subject to manufacturer warranties with respect to coverage and time limits. Defective products covered by the warranty must be returned to the seller by Franco [*free domicile delivery*] duly insured and in their original packaging, with the agreement of the seller. The mode of delivery shall be based on the value of the merchandise so as to avoid any loss or damage.

5.2 Claims for obvious defects, differences in quantity or delivery errors shall be communicated to the seller in writing within 48 hours of delivery. The purchaser shall advise the seller of hidden defects within a month of delivery of the merchandise.

5.3 The warranty does not cover damage for prejudice which the purchaser may suffer by reason of defects in equipment and accessories sold.

It is null and void:

- when the equipment and accessories have been repaired by persons not authorized by the seller prior to the claim.

- when defects are due directly or indirectly to faulty maintenance or abnormal or extreme use, even temporarily or in abnormal or extreme conditions.

FINAL PROVISIONS

6.1 No demand for cancellation will be considered after receipt of the order, which irrevocably binds the purchaser, without receipt of written notice one week before delivery accepted by the seller.

6.2 Failure to pay the entire price by the agreed date shall result in automatic termination without prejudicing any claim for damages which may be made against the purchaser. The termination shall take effect FIFTEEN DAYS after non-response to our formal notice.

6.3 The provisions herein are subject to French law.

6.4 Any claim with respect to the sale herein shall be delivered to us in writing within 15 days of receipt of the invoice by the client, in order to be valid. Even action to enforce a warranty or that involving multiple defendants shall, in the absence of a settlement, be under the exclusive jurisdiction of the commerce court of Paris.

Good for agreement, signature of the customer :