

GENERAL TERMS OF BUSINESS

ORDERS

Orders imply the entire adhesion and unquestionable approbation of these terms and conditions to the exclusion of any other documents such as a prospectus or a brochure, which only serve for reference purposes. Without an explicit agreement in writing from the seller, any other contractual conditions will therefore have no effect on the seller, regardless of when the seller becomes aware of the information. The seller shall not be considered as bound by the order absent an explicit agreement of such order, which may result from a written confirmation of the order or the effective delivery of the ordered products. Any modification or cancellation of an order will only be valid subject to the explicit agreement of the seller. The products are sold subject to stock availability and according to the sequence in which orders are received. In that capacity, the seller is allowed to proceed to global or partial deliveries without incurring any liability as a result.

DELIVERY AND RECEPTION

Unless otherwise indicated on the estimate, the prices are 'Ex Works' (Incoterm 2010) and delivery costs will be invoiced in addition. Where products are shipped outside the EEA, any taxes, duties, levies, imposts, fees or other charge will be borne by or invoiced to the purchaser. Irrespective of the applicable delivery conditions, products are always transported at the purchaser's risks: in compliance with the provisions of article L. 133-3 of the French Commercial Code, purchaser must notify any reserve to the transporter by registered letter with acknowledgement of receipt within 3 days following receipt of the products. Information concerning delivery dates or delay is non-binding. Delays cannot give rise to any damages, interest, holdback or cancellation of order. In any case, any delivery can be unilaterally suspended by the seller until the day the purchaser has performed all his obligations towards the seller.

GUARANTEE

In case of any defect of the delivered products, and provided the purchaser informs the seller within the 72 hours following the discovery of the defect, the seller undertakes to provide the purchaser with technical hotline services using the number given upon delivery, for a period of 3 months starting from the delivery of the products. This obligation can only be considered as an obligation of means and the seller will not be held responsible in case the defect is not repairable.

PAYMENT CONDITIONS

Products will be invoiced in euros upon confirmation of the order by the seller. Unless otherwise agreed in writing, Purchaser shall pay the invoice in accordance with the following procedure: a down payment corresponding to fifty percent (50%) of the invoice shall be paid concomitantly to the confirmation of the order; the balance of the invoice shall be paid upon delivery of the products. Any late payment is automatically subject to a penalty equivalent to 3 times the applicable legal interest rate in effect at the due date, and to a fixed allowance for recovery costs 40 euros. If the recovery costs are superior, the seller reserves the possibility to ask for a supplementary compensation on justification.

RETENTION OF TITLE

The seller retains the ownership of the delivered products until the full payment of the price, interests, taxes and other accessory

expenses. In case of non-payment of a fraction of the price, the transaction may be cancelled ipso jure by the seller 7 days after the sending of a registered letter with acknowledgement of receipt giving notice remained inefficient.

CONFIDENTIALITY

By all necessary means, the purchaser undertakes to keep strictly confidential the information that it will receive from the seller (including the specification on products or name of seller's customers and partners), for a period of 10 years starting from the date of delivery. The purchaser will take all necessary measures to preserve the confidentiality of this information. In particular, the purchaser undertakes: (i) not to use, directly or indirectly for an industrial, commercial or research use, the information provided, except under a specific written agreement with the seller; (ii) not to reproduce, totally or partially, the products and information if such reproductions have not been authorized beforehand by the seller; (iii) not to publish or use this information for its own account or for the account of third parties. The purchaser expressly acknowledges the seller's rights on the technology encompassed in the products, and undertakes not to contest them or use them without prior agreement from the seller. Alone and across the world, the seller can enforce or have enforced the corresponding intellectual property rights. The purchase of products does not imply any assignment or licence of intellectual property rights.

RESPONSABILITY

Purchaser commits to comply with any applicable legislation in relation to the products in the territory where use of the products is considered, and shall be solely responsible in this regard. The purchaser acknowledges being informed of the products specifications, of the risks, and of the precautions necessary when using the products. On this basis, the seller does not take any commitment to comply with any standards or with an expected use of the products. The purchaser specifically declares that the purchase is made at its own risks. Therefore, the seller does not provide any warranty and cannot be held liable in relation to a non-conformity to the specifications or to the relevant legislation, provided such non-conformity does not concern the violation of an essential contractual obligation, a serious misconduct or wilful wrong of the seller, or a corporal prejudice (except particularly any prejudice caused by the default or act of a third party or of the purchaser, or by a force majeure event). The seller does not give any warranty and cannot be held liable in relation to any hidden defects since the purchaser is a professional of the same speciality. Should the liability of the seller be acknowledged, only direct, personal and certain prejudice may be compensated to the exclusion of any indirect damage such as financial or commercial prejudice, loss of earnings, operating loss or loss of data.

APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

The contractual relations and all the resulting litigations, regardless of their nature, will be governed by French law and submitted to Lyon Courts which are explicitly granted jurisdiction, even in case of the plurality of defenders or under a guarantee or incidental claim.