

GENERAL TERMS OF SALE

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. 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

The seller warrants the product meets specifications according to the technical data sheet provided by the seller. The seller makes no warranty these specifications shall be adequate for merchantability or use of the product in the Territory. The purchaser shall be fully responsible to make all necessary adaptations to the product as required to ensure the product is in compliance with local law or regulations.

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 12 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.

THIS ARTICLE SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES OF THE PURCHASER, AND THE SOLE AND EXCLUSIVE LIABILITY OF THE SELLER, IN CONNECTION WITH ANY BREACH OF REPRESENTATION OR WARRANTY OR ACTUAL OR ALLEGED FAILURE OR DEFECT OF THE PRODUCT.

This warranty does not apply to issues resulting from (i) a force majeure event; (ii) any use by the purchaser or the end-user of the product other than in accordance with the product documentation or other instructions provided by the seller; or (iii) any other equipment other than the products supplied by the seller or used by the purchaser or the end-user.

THE SELLER EXPRESSLY EXCLUDES ALL LIABILITY FOR ANY WARRANTIES OR CONDITIONS – EXPRESS, IMPLIED, OR STATUTORY – RELATING TO THE PRODUCTS OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO ITS MARKET VALUE, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT AND ALL REPRESENTATIONS OR PROMISES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

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. In case of non-payment of a fraction of the price, the seller may suspend or cancel the orders in progress without any other remedy and the right to request immediate payment of all debts outstanding or that fall due following the service of formal notice.

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. Notwithstanding the foregoing, the risks in the product shall pass to the purchaser on the delivery date of the product by the seller to the purchaser.

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 license 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.

THE SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGE OR LOSS OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, SALES, LOSS OF BUSINESS OPPORTUNITIES, LOSS OR INACCESSIBLE DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY), INDEMNITY, OR OTHERWISE, AND IRRESPECTIVE OF WHETHER THE SELLER (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS.

THE TOTAL LIABILITY OF THE SELLER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY), INDEMNITY, OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE FOR ALL CLAIMS AN AMOUNT EQUAL TO THE AMOUNT OF THE PRICE PAID BY THE PURCHASER FOR THE PRODUCTS IN QUESTION.

THE SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR (A) ANY DAMAGE OR LOSS RESULTING FROM THE UNAUTHORIZED OR IMPROPER USE OF THE PRODUCT IN BREACH OF THIS AGREEMENT, THE PRODUCT DOCUMENTATION AND SPECIFICATION, AND THE USER MANUAL BY THE PURCHASER, (B) ANY ABUSE, MISUSE, ACCIDENT OR NEGLIGENCE OF THE PRODUCTS BY THE PURCHASER OR END-USERS, (C) ANY FAILURE TO PROPERLY INSTALL OR MAINTAIN THE PRODUCTS BY THE PURCHASER OR THE END-USERS, (D) ANY USE OR COMBINATION OF THE PRODUCTS WITH EQUIPMENT THAT DO NOT MEET THE REQUIREMENTS DEFINED BY THE SELLER IN THE PRODUCT DOCUMENTATION, THE SPECIFICATION OF THE PRODUCT, THE USER MANUAL OR THIS AGREEMENT, (E) ANY CHANGES, VARIATION OR OTHER MODIFICATIONS MADE TO THE PRODUCTS BY THE PURCHASER OR THE END-USER, (F) ANY FAILURE TO PROMPTLY IMPLEMENT THE PRODUCTS RECALL PROCEDURES AS REQUIRED BY THE SELLER; AND (G) ANY DEFICIENCY, DELAY, OR

FAILURE BY THE PURCHASER TO PERFORM ITS OBLIGATIONS HEREUNDER AND ANY VIOLATION BY THE PURCHASER OF ANY APPLICABLE LAWS OR REGULATION.

Nothing in this agreement is intended and nor will it be construed as an attempt by any Party to exclude or limit its liability for death or personal injury.

INDEMNIFICATION

The purchaser shall defend, hold harmless, and indemnify the seller and its respective officers, directors, managers and employees against any third party claim including attorney fees arising out of (i) any negligent, intentional, willful, reckless action or omission committed by the purchaser or its employees, agents or contractors in connection with this Agreement, (ii) the purchaser's use of the Product, or (iii) any violation by the purchaser of applicable laws and regulations, including any Data Protection Laws, and (iv) pay any and all sums due to such third party and the seller as a result of, and to the extent attributable to, such claim.

The purchaser may not settle any third-party claim in a manner that adversely affects the seller without the seller's express consent (not to be unreasonably withheld or delayed). The seller may participate in the defense with counsel of its own choice at its own expense.

APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

This agreement is governed by the laws of New York without reference to its conflict of law rules.

All disputes arising out of or in connection with this agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Paris and the language of arbitration shall be the English language.

THE PURCHASER, THE SELLER, AND ANY ASSIGNEE, SUCCESSOR OR LEGAL REPRESENTATIVE OF THE PURCHASER OR THE SELLER, WAIVE ANY RIGHT TO A JURY TRIAL AND SHALL NOT SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, OR COUNTERCLAIM ARISING, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. ADDITIONALLY, NEITHER THE PURCHASER NOR THE SELLER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

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