

**STANDARD TERMS AND
CONDITIONS OF SALE****1 - ORDERS**

1.1. Except as specifically agreed to in writing, the Customer's lack of objection for a period of eight days from receiving the acknowledgement of receipt of the order shall be deemed on acceptance of these terms and conditions of sale, notwithstanding any Customer's terms and conditions that might be inconsistent.

1.2. The minimum amount for each shall be Euros 305 exclusive of taxes or any equivalent amount in foreign currency.

2 - PRICES

2.1. Prices are exclusive of taxes, f.o.b. Seller's plant, for delivery within the time period indicated in the catalog or the quotation.

3 - DELIVERY

3.1. Except as otherwise agreed upon, delivery shall be f.o.b. Seller's plant.

3.2. Unless a specific provision to the contrary has been accepted by the Seller, a delay in the delivery shall never result in the cancellation of the order.

3.3. The Seller shall always be relieved automatically of all its obligations regarding time deliveries if the Customer has not performed its obligations regarding the corresponding order, if the Customer owes past due payments to the Seller, or if the delay is the result of force majeure of an unexpected event such as, for example, but not limited to, fire, flood, war, governmental action, strike, incidents of any nature resulting in total or partial work stoppage for the Seller or its suppliers, and more generally any event independent of the will, or beyond the control of the Seller.

**4 - FREIGHT, INSURANCE,
CUSTOMS**

4.1. All freight and customs operations are at the Customer's expense and its responsibility. The Customer shall bear all the risks and exposures thereof, whether the carrier was selected by the Seller of the Customer.

It is therefore the Customer's responsibility to inspect the shipped goods upon arrival and to take action against the carrier if appropriate.

4.2. The goods are not insured by the Seller. The Customer may insure the goods himself or send a request to do so to the Seller. All insurance costs shall be the Customer's responsibility.

4.3. Shipment by the Seller shall be c.o.d., except when requested otherwise by the Customer.

5 - PAYMENTS

5.1. For domestic customers invoices shall be payables within 45 days end of month, and for international customers within 30 days from the date of invoice.

5.2. If no payment has been made by the due date as stated on the invoice, and as a penalty, the Customer shall automatically be liable for late charges calculated on the total amount due and according to the date of complete payment, for an interest rate equal to two and one half (2 1/2) times the legal rate in force on the due date as originally planned.

5.3. Non payment of an invoice shall give the Seller, without prejudice to its rights and remedies, the right to suspend all deliveries to the Customer until payment in full.

6 - TRANSFER OF TITLE

6.1. The agreement between the parties is definitive and irrevocable and the sale is final as to the parties, on the expiration date of the period set forth in Article 1 herein.

However, the transfer of title of the contract goods to the Customer shall occur after payment by him of the total agreed upon price.

To this effect, remittance of a check, negotiable instrument, promissory note or acknowledgement of debt, even when discounted by the Seller, shall not be deemed payment as long as they have not been completely and unconditionally cashed by the Seller.

If the parties have agreed on an installment plan for payment, the lack of effective payment of one of the installment payments to the Seller shall trigger cancellation of the term payment granted to the Customer and the automatic cancellation of the sale. This shall authorize in Seller to reclaim ownership and possession of the goods wherever they are, without the need of a court order and without notification to the Customer by the Seller.

The same shall occur if payment was agreed upon in one payment and was not effectively paid to the Seller on the due date.

Although, the transfer of title is perfected after complete and final payment within the conditions as described above, the Customer assumes all risks and costs incurred in the possession and custody of the goods from the day when he receives them or is deemed to have received them.

7 - CONFIDENTIALITY

7.1. The studies, plans, drawings, documents sent or remitted to the Customer by the Seller remain the

ownership of the Seller. The Customer may not disclose them to



third parties for any reason whatsoever.

8 - CANCELLATION OR POSTPONEMENT OF ORDER

8.1. If the Customer requests that the Seller cancel all or part of its order, it is agreed that the conditions of cancellation shall be as follows :

- a) the price of any finished merchandise shall be as specified in the order,
- b) the price for any merchandise being manufactured shall be the raw materials and manufacturing costs actually incurred, plus 30 %, without prejudice as to damages that the Seller could claim because of such cancellation.

8.2 In the same fashion, any postponement of the delivery date shall give right to payment or additional deposit up to 70 % of the amounts herein above described.

9 - WARRANTY

9.1. The Seller warrants the goods to the Customer against any material or manufacturing defect except if :

- the material has been provided by the Customer,
- the design of the product has been imposed or requested by the Customer,
- the Customer tempered with, or had someone tempered with the goods, without prior authorization,
- the functioning defect is the result of regular wear and tear, or of negligence, or lack of maintenance by the Customer.

9.2. The warranty is valid for a definite period pursuant ta specific conditions of the program concerned.

9.3. In order to benefit from the warranty set forth above, the Customer must immediately advise the Seller in writing of the alleged

defects and allow the Seller an opportunity to proceed himself with all necessary verifications and expert examinations. Except with the express consent by the Seller, the Customer may never engage in the repair himself or have a third party engage in it.

10 - GOVERNING LAW AND JURISDICTION

10.1. Any sale contract entered into with a Customer other than a French customer shall be governed by the laws of Switzerland.

10.2. Except in the case of amicable understanding or express provision to the contrary, any dispute regarding the contract shall be adjudicated by a court of competent jurisdiction within the district where the Seller's corporate address is, notwithstanding any other sale terms and conditions, or even the case of impleading of third parties or plurality of defendants.