

STANDARD TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE** - Any offers and sales made by the Company, save as otherwise provided by the Company or expressly and specially agreed in writing thereby, shall be subject to the present standard terms and conditions and this notwithstanding any other document or statement to the contrary appearing in the Customer's Standard Terms and Conditions of Purchase. Any order shall involve acceptance without reservation of the present terms and conditions.
- 2. GENERAL** - The Company's proposals, plans, advertising and publicity, in any form whatsoever, shall not constitute a firm commitment. The Company reserves the right to make any technical modifications that it shall deem fit, without being required to apply such modifications to orders previously received.
- 3. ORDERS** - Any order shall become firm and final only after written acceptance from the competent Department of the Company. In the event of discrepancies between order and acceptance, acceptance of the order by the Company shall determine the contract's content, unless the Customer has signified his refusal in writing within eight calendar days following the date of issue of such acceptance.
- 4. TERMS OF SALE** - Save as otherwise provided, delivery shall be deemed to take place in the Company's plant or stores. Products shall travel at the Customer's own risk even where the contract's specific terms and conditions are drafted on a carriage paid basis.
- 5. LATE COLLECTION**
- 5.1 If for any reason outside the Company's control, the Customer does not take delivery at the place or on the date stipulated in the contract, it shall nonetheless be obliged to adhere to the contractual payment dates as if the products had actually been collected. In such a case, the products shall be stored by the Company in a place of its choosing at the Customer's expense and risk, and the Company shall refuse to accept any subsequent liability in this regard.
- 5.2 If two months after the delivery date stipulated in the contract and eight calendar days after the issue of a formal notice by recorded delivery letter referring to this clause, the Vendor has not taken delivery, the Company shall be entitled, without any other formality, to withdraw from the contract as far as the said products are concerned.
- 6. DELIVERY TIMES** - Delivery times given are for guidance. The Customer shall be unable to claim delay and shall be unable to seek any compensation whatsoever or damages. Any force majeure circumstances such as, in particular, strikes inside the Company or outside (transport, postal services ...) shall be sufficient reason for any cancellation by the Company.
- 7. PAYMENT TERMS** - Unless otherwise stipulated, invoices shall be paid to the Company's Registered Office, without discount, within a period of 30 days from receipt of such. Any protest or return of a bill of exchange or delay in paying any invoice shall entitle the Company to request without formal notice immediate payment of all the sums, even those which are not yet due, that may be owed to it. Any delay in payment by reference to the contractual dates shall give rise to a penalty for delay calculated by applying to the sums still owed an interest rate equal to three times' the statutory interest rate, but such penalty shall not affect payability of the debt. Agreed payment dates shall not be delayed on any grounds whatsoever, including in the event of a dispute.
- 8. RESERVATION OF TITLE - THE COMPANY SHALL RETAIN TITLE TO PRODUCTS THAT HAVE BEEN SOLD UNTIL THE WHOLE OF THE PRINCIPAL SUM OF THE PRICE AND INCIDENTAL AMOUNTS HAVE ACTUALLY BEEN PAID**
- The Customer shall nonetheless assume, from delivery under Clause 4 above, the risks of loss or deterioration of such products and responsibility for the damage they may cause.
- 9. WARRANTY**
- 9.1 The Company shall warrant to the Customer, within the limit of use that corresponds to the software's purpose, that the software shall globally operate as specified by its documentation for a period of three (3) months, as from the signature of the Software delivery note, and shall be free of all design faults that are evidenced by dysfunctions that can be reproduced, provided that the Software is used in the recommended hardware configuration. Upon expiration of the warranty, the Software Package shall be deemed to comply with the order.
- 9.2 The Company shall warrant to the Customer, an informed professional, that all the equipment supplied under this document shall be free of any defect in materials or manufacture and it shall undertake to remedy any defect free of charge, for a period of **6 months** from the delivery date.
- 9.3 To be eligible under the warranty, the following conditions must be met:
- the Customer must have notified the Company, as soon as possible, in writing, of the defect that has been found, supplying any evidence that such exists.
 - any return of equipment without the Company's agreement shall be rejected.
 - in the event of the Company's agreement, the equipment shall be quickly made available in the Company's plants for the purposes of repair and every facility shall be given to the Company for the purposes of establishing such defects and remedying them.
 - The Company may decide that it is necessary to establish a latent defect on the Customer's site. The Customer shall, where appropriate, allow unrestricted access to the Company's servants.
- 9.4 The following shall not be covered by the warranty or fall within the scope of such:
- any repairs or replacement of parts, as well as any work due to accidental causes, or vandalism or to any use of the products that does not conform to that prescribed by the Company.
 - products that have been intervened upon by personnel not authorised by the Company or a modification not authorised by the Company.
 - price change operations and any consequences thereof.
 - any intervention that is directly caused by a change in infrastructure or in power or hydraulic supply to the apparatus.
 - interventions in respect of metering units through which a product has passed for which the apparatus is not designed.
 - maintenance, repair or replacement of any item of bodywork, including plate glass, advertising plates, price display plates, ownership plates or keys
 - replacement of electric motors rendered necessary by the absence of the appropriate protection device or bypassing of the existing device
 - interventions arising from unjustified calls, for reasons such as:
 - + unpriming due to a lack of fuel in the tank
 - + failure in the mains supply
 - + a fuse that has not been replaced
 - + a circuit-breaker that has not been re-set, etc...
 - + interventions for reasons due to adverse weather conditions (flooding, lightning, frost, wind...)
 - + breakdowns and failures arising or caused by force majeure circumstances
 - + kits or sub-units manufactured by the Company that the Customer has not obtained directly from the Company
- In particular, the Company shall not be liable for faults and consequences arising from improper use of such kits or sub-units by the Customer or by a third party.
- 9.5 In the circumstances listed in Clause 9.3 above, travel, interventions and supplies shall be invoiced by the Company at current prices to the Customer, who shall undertake to pay for such.
- 9.6 The replacement of a part shall not lead to an extension or renewal of the warranty period.
- 9.7 The Company shall not accept any responsibility for loss of product dispensed and/or an operating loss on any grounds whatsoever.
- 10. RESOLUTIVE CLAUSE** - In the event of a breach of any of such standard terms and conditions or special terms and conditions of sale or any other obligation relating to any order already entered into or that is subsequently entered into, the Company shall be entitled to treat as cancelled as of right this order, or any order that is in hand, without being liable for compensation and without prejudice to any damages for its benefit.
- 11. COMPETENT JURISDICTION AND APPLICABLE LAW** - The interpretation and implementation of these Standard Terms and Conditions of Sale, as well as any acts, instruments or transactions arising therefrom shall be subject to French law. In the absence of an amicable agreement, it is expressly agreed that any dispute relating to the contract shall fall within the sole competence of the Court within the jurisdiction of which the Company's registered office is situated even in the event of third-party notice or plurality of defendants.

GENERAL PURCHASING CONDITIONS

- 1. ACCEPTANCE OF ORDERS** - These General Terms of Purchase apply to all orders placed by the Company, notwithstanding any conflicting terms or conditions received from the supplier. The Company shall be bound only by signed orders drawn up using Company forms. The supplier must sign and return the duplicate of the order form within eight days of receipt. In the event the supplier fails to respond within said period, or starts to execute the order, this shall be deemed to signify its complete acceptance of all the terms and conditions of the order.
- 2. DELIVERIES** - Delivery dates shown on the order are not negotiable. In the event of any delay of more than five days, and even if some of the goods have been delivered, the Company reserves the right either to cancel the order by letter sent by recorded delivery (lettre recommandée) without any obligation to pay compensation, or to claim a contractual penalty of 0.3% of the value of the order per calendar day's delay, in either case without prejudice to any damages it may be entitled to claim. It is expressly agreed that the amount of the contractual penalty defined above shall be capped at 30% of the value of the order.
- 3. PAYMENT** - Unless agreed otherwise in writing before the order is placed, payments shall be due 90 days from the end of the month in which the goods are delivered, on the 10th of the following month, or from the date of receipt of the invoice, by cheque or a bill presented for acceptance. Postage costs and collection charges shall not be paid.
- 4. ACCEPTANCE OF GOODS** - Unless agreed otherwise, the place of final acceptance of the goods shall always be the delivery address shown on the order, even if the order is "Ex Suppliers' Works". Until final acceptance, goods shall transit at the risks of the supplier or carrier. The Company nevertheless reserves the right to carry out inspections on the supplier's premises, although any such inspection shall not be deemed to constitute approval of any goods.
- 5. REFUSAL OF GOODS** - Any goods that do not comply with the order specifications shall be refused on arrival at the delivery address shown on the order. Said goods shall be returned to the supplier carriage due, and shall be replaced immediately under the same terms and conditions and at the same prices as the initial order.
- 6. DUTY TO INFORM AND ADVISE** - As a professional, the supplier shall be required to provide written information and advice in connection with the goods sold.
- 7. WARRANTIES** - The supplier warrants that the Company shall have the peaceful enjoyment of the goods sold, particularly with respect to intellectual property rights and hidden defects. The supplier, as an experienced professional, undertakes to deliver goods that are suitable for the Company's needs and in compliance with applicable regulations. The supplier warrants the goods against any apparent or hidden defects in their design or materials for a period of **two years** from the discovery of said defects, and undertakes, for the entire duration of the warranty period, to either repair or change the faulty goods, as the Company wishes, at the supplier's expense and within a maximum of eight days from the date of the Company's written request.
- 8. RETENTION OF TITLE - THE COMPANY DOES NOT ACCEPT RETENTION OF TITLE CLAUSES**
- 9. RESOLUTIVE CLAUSE:** In the event the supplier fails to perform any of its obligations whether in whole or in part, the Company shall be entitled, if it so wishes, to cancel all or any part of the order ipso jure without prejudice to any damages it may be entitled to claim.
- 10. INSURANCE** - The supplier shall assume all risks of foreseeable or unforeseeable damage, as at the date the sale is agreed (including operating losses), that may be caused to persons or goods by its actions or the goods sold. In view thereof, it undertakes to take out all the necessary insurance policies.
- 11. If the supplier has obtained a quality certification (such as ISO 9000) or official approval**, it undertakes to apply all the criteria making up its quality system in its dealings with the Company.
- 12. NON-ASSIGNABILITY OF THE CONTRACT** - The supplier shall not be entitled to assign any part of the contract **directly or indirectly** under any circumstances, nor to subcontract it without first obtaining the Company's written consent.
- 13. PACKAGING.** The supplier attests that it is familiar with the provisions of Decree 98-638 of 20 July 1998 requiring environmental factors to be taken into account in the design and manufacture of packaging, and declares that it expressly agrees to abide by said provisions in their entirety.
- 14. JURISDICTION AND APPLICABLE LAW:** The interpretation and performance of these General Terms of Purchase and all documents resulting herefrom shall be governed by French law. Failing an amicable solution, it is expressly agreed that the Courts in the judicial district of the Company's registered office shall have sole jurisdiction to settle any dispute relating to this contract, including in the presence of a third-party guarantor or if there are several defendants.