

1. General statement

The following General Terms and Conditions of Sale of applies to all the products and services provided by Omeax SARL.

2. Orders, acceptance, and return

The general terms and condition of sale are accepted by the client once the order is validated.

The order expresses the Purchaser's irrevocable commitment ; hence, the Purchaser cannot cancel it unless the Supplier expressly consents thereto beforehand. Consequently, if the Purchaser requests cancellation of all or part of the order, the Supplier has the right to demand execution of the contract and full payment of the sums stipulated therein.

The return of goods and the establishment of a credit for the Purchaser - may be effectuated only with the express prior written agreement of the Supplier, which will specify the conditions thereof. The fact that the Supplier agrees to take back a product, does not confer on the Purchaser the right to return other products, even if identical.

If the Supplier consents to a return, it must, in particular, meet the following cumulative conditions :

- # the Purchaser must return the product carriage paid, at its expense and risk, to the place indicated by the Supplier ;
- # the product must be returned in perfect condition, protected and packed in its original packing;
- # a return does not exempt the Purchaser from its obligation to pay;
- # a return gives rise to the establishment of a credit corresponding to the price of the products involved, after verification of the condition thereof, less a fixed deduction for administrative processing of the return (from 15 up to 30%), an additional reduction may be applied if repackaging, paint or change of packing was required for the equipment to be put back on the shelf.

In the case of the manufacturing of a product pursuant to specifications meeting the Purchaser's technical specifications, no return shall be accepted.

3. Products, modifications

1 : The quality of the products which Supplier manufactures or supplies shall be exclusively as set out in the current specifications of Supplier. Measures and tolerances are subject to EN standards as amended from time to time, otherwise to use in the business and the state of the art.

2 : Supplier may at any time make changes to its performance or the Products as far as such changes: are required to comply with applicable safety or other statutory or regulatory requirements; and do not materially affect their quality or performance, and are not unreasonable for the Customer.

3 : The product information on catalogue, website are for reference only.

4. Price and conditions of payment

1- Price

Unless agreed differently, the prices of Supplier shall be Ex Works Supplier (INCOTERMS 2010) in EURO. Expenses for packaging shall be charged separately.

VAT is not included in the prices of Supplier. It shall be charged separately and at the respective statutory rate. VAT shall be separately stated in each invoice.

If more than four months pass between conclusion of the Agreement and delivery, Supplier shall be entitled to increase prices in line with development of market and cost of production.

Minimum order value shall be € 300 net. Supplier shall be entitled to charge a handling surcharge of fifty Euro (€ 50) for orders with a lower value. The risks are thus transferred to the Purchaser upon delivery as specified above, without prejudice to the Supplier's right to invoke the reservation of ownership clause or use its right of retention.

In the event that the Purchaser contracts for the transport and assumes the cost thereof, it shall assume responsibility for all financial consequences of a direct action of the carrier against the Supplier. Any storage requested by the Purchaser shall be subject to an express agreement in which the financial terms, duration and risks must be specified.

2- Payment

Unless otherwise expressly agreed, payments shall be made in advance, before the goods are collected by the forwarder.

The contractually agreed dates of payment shall not be contested unilaterally by the Purchaser for any reason whatsoever, even in the event of dispute. Early payments are made without discount, unless otherwise specifically agreed.

Late payment :In accordance with Act n° 2001-420 of May 15, 2001 and with the European directive 2000/35 EC of June 29, 2000, any late payment entails the application of default interest equal to the most recent refinancing rate of the European Central Bank increased by seven points.

Any payment not made on a due date constitutes an event of default which, at the Supplier's discretion, results in the immediate payability of all sums outstanding, even those that have not yet fallen due. The fact that the Supplier invokes any one of these provisions does not deprive it of the right to apply the reservation of ownership clause stipulated in article 10.5. In the event of late payment, the Supplier has a right of retention in the manufactured products and related supplies pursuant to article 2286 of the Civil Code.

3- Changes in the Purchaser's situation

In the event of deterioration in the Purchaser's situation observed by any means and/or attested by late payment or repeated tardiness, or when its financial situation substantially differs from data that are provided, delivery of orders in process shall be made only in consideration of the immediate payment thereof.

In such event, or in the event that the Purchaser sells, transfers, pledges or contributes its business to a company, or a significant part of its assets or equipment, or if a draft has not been honoured within seven business days of its sending, the Supplier reserves the right without notice to :

- # declare a default resulting in the immediate payability of all sums that remains owed in any respect whatsoever ;
- # suspend any shipment ;
- # establish first the rescission of all current contracts and, second, retain the instalments,
- # tooling equipment and parts that it received ;
- # reject any new order.

4- Offsetting of payments

The Purchaser is strictly prohibited from any illegal practice such as automatic debiting or invoicing of the Supplier for sums that the latter has not expressly recognized to be its responsibility. Any automatic debiting constitutes an outstanding payment giving rise to the application of the provisions regarding late payments, and may be sanctioned pursuant to article L442-6 I 8° of the Commercial Code. Only an offsetting effectuated under conditions specified by law is permitted.

5- Reservation of ownership

The Supplier retains full ownership of the subject products until the effective payment of the entire principal and ancillary items. Default of payment on any due date may entail the repos- session of these products. However, upon delivery, the Purchaser assumes liability for damage that these products might incur or cause.

5. Delivery, transport, Verification and acceptance of products

1- Delivery times commence to run from the latest of the following dates

- # date of the order's acknowledgement of receipt ;
- # date of receipt of all of the information, approvals, materials, products, details of execution due from the Purchaser or which are necessary for execution of the contract, or, when applicable, receipt of the down payment ;

date of execution of preliminary contractual or legal obligations incumbent on the Purchaser.

The agreed time limits are important elements that must be specified in the contract, including their nature (times for availability, presentation for acceptance, delivery, legal acceptance, etc.). However, the stipulated time limits are only indicative and shall not be invoked in circumstances that are beyond the Supplier's control, particularly in the event of the Purchaser's failure to perform its contractual obligations.

2- Verification of products upon delivery.

Whatever the terms of delivery, it is up to the recipient, at its expense and under its responsibility, to verify the products or have them verified upon their arrival.

In the event of damage or non-conformity with the purchase order, the recipient :

- shall note its reservations on the delivery slip, and shall immediately inform the Supplier in writing ;

- shall express its reservations to the carrier according to the procedures and within the times specified by the regulations applicable to the mode of transport, with a copy thereof to the Supplier.

3- Taking over

Upon the unpacking, the Purchaser must verify the conformity of the products with the terms and conditions of the contract, and must report to the Supplier any visible or detectable defects within 7 days of delivery. Any collections, controls, inspections, tests and certificates requested by the Purchaser are at its expense. These additional operations shall be carried out in factory or on site at the Supplier's discretion.

In the case of products manufactured pursuant to specifications, the contract may specify conditions of taking over.

Each of these acceptances may be effectuated with or without reservations. If acceptance is pronounced with reservations, the parties shall agree on a deadline for the lifting thereof. The Supplier shall notify the Purchaser of the date of these acceptances which, unless otherwise agreed to, must occur within a maximum of 10 business days of receipt of the notification.

If the Purchaser, having been advised of the date of these operations, is not present, a report of failure to attend, and acceptance shall be deemed to have occurred on the date that was set, without reservations.

Acceptance shall also be deemed to be given without reservations if the Purchaser uses the product (even in a limited way) or if he expresses reservations considered to be minor, which do not prevent use of the product in normal conditions independent of the level of the observed performance.

6. Warranty and liability

1- Exclusions of warranty and liability

The warranty does not apply, with all liability of the Supplier being excluded, in the following cases :

- # parts subjected to normal wear and tear;
- # installation or use that is not in conformity with the proper professional standards, or with the defined technical specifications ;
- # failure to comply with the installation, use or maintenance instructions ;
- # defective oversight, storage or maintenance ;
- # a change or intervention by the Purchaser or a third party in the product that is not authorized by the Supplier, or which is made with parts and/or consumables that are not original.

The warranty does not apply, with all liability of the Supplier being excluded, in the event of default of payment by the Purchaser, without the latter having the right to prevail thereon in order to suspend or defer its payments.

2- Contractual warranty

Unless otherwise stipulated, the Supplier provides a 1 years warranty from the date of invoice. To invoke the warranty, the Purchaser must immediately notify the Supplier in writing of defects it has observed in the product, and specify the operating circumstances in which these defects were noticed.

The warranty, at the Supplier's discretion, consists only of repairing or replacing products that it finds defective upon their arrival at its premises.

Travel, transport and shipment costs and assembly and disassembly costs such as handling costs are not included in the warranty.

3- Liability

The Supplier's liability is strictly limited to compliance with contractual specifications.

The Supplier shall manufacture the product or provide the service requested by the Purchaser in compliance with the standards of its profession.

The Supplier's liability shall be limited to direct material damage suffered by the Purchaser due to wrongful acts or omissions of the Supplier when executing the contract.

The Supplier shall not be required to indemnify consequential or indirect damage such as operating losses, profits, deprivation of a right or opportunity, commercial injury, financial loss.

The Supplier is not required to redress the injurious consequences of wrongful acts or omissions of the Purchaser or third parties in respect to execution of the contract, and that is especially so in the events listed in article 9.1.

The Supplier is not liable for damage resulting from the Purchaser's use of technical documents, information or data coming from, or imposed by, the Purchaser.

The Supplier's civil liability, for any causes except for bodily injuries and gross negligence, is limited to the cost of supplies collected on the date of the service.

The Purchaser guarantees the Supplier or its insurers against recourse taken by its insurers or third parties in contractual relationships therewith, above the limits and exclusions specified above.

7. Penalties

When penalties and indemnities are mutually agreed, they are deemed to serve as a fixed and liquidated indemnification, and exclude any other type of sanction or indemnification. These contractual penalties are capped, and apply only to the part of supplies or services that is involved.

8. Hardship and force majeure

1- Hardship

If an event that is beyond the parties' control compromises the equilibrium of the contract to such an extent that one of the parties is unable to execute its obligations, the parties agree to negotiate in good faith a modification of the contract. Such events include particularly the occurrence of a fluctuation in the price of raw materials, a change in customs duties, a change in the exchange rate or in the applicable laws and regulations. Should the parties fail in their negotiations, they agree to appoint a mediator or to call for a conciliation with the Presiding Judge of the competent Commercial Court acting as the arbitrator.

2- Force majeure

Neither party in this contract shall be held liable for its delay or failure to execute its obligations hereunder if such delay or failure is the direct or indirect consequence of an event of force majeure, defined in a broader scope than that of the French case law, such as the occurrence of a natural disaster, earthquakes, storms, fires, floods, conflicts, wars, attacks, labour conflicts, total or partial strikes at the premises of the Supplier, Purchaser, or the suppliers, subcontractors, providers of services, carriers, post, public services, etc, mandatory orders of the public authorities (import prohibitions, embargos), operating accidents, machine breakdowns, explosions.

Each party shall immediately inform the other party of the occurrence of an event of force majeure brought to its knowledge which, in its opinion, is of such a nature as to affect the performance of the contract.

The parties must consult with each other within the shortest possible time to examine in good faith the consequences of the event of force majeure, and mutually consider the measures to be taken.

9 . III- Intellectual property and Confidentiality

1- Intellectual property and knowledge of documents and products

All of the intellectual property rights, as well as the knowledge included in transmitted documents, delivered products and provided services remain the Supplier's exclusive property. Any transfer of intellectual property rights or knowledge must be subject to a specific contract. The Supplier reserves the right to make use of its knowledge and results in its research and development work. All plans, descriptions, technical documents or estimates provided to the other party are transmitted thereto as a gratis loan, the purpose of which is to evaluate and discuss the Supplier's commercial offer. They shall not be used by the other party for any other purposes. These documents must be returned to the Supplier upon first request.

2- Confidentiality

The parties are reciprocally committed to a general obligation of confidentiality regarding any oral or written information, regardless of the medium thereof (discussion reports, plans, exchanges of computerized data, activities, installations, projects, expertise, prototypes developed at the Purchaser's requests, products, etc.) that are exchanged when preparing and executing the contract, unless said information is a matter of common knowledge or will become so by means other than through the Purchaser's wrongful act or omission.

Therefore, the parties commit to :

- # keep strictly secret all confidential information and, in particular, refrain from disclosing or transmitting all or part thereof to any person by any means, directly or indirectly, without the other party's written authorization beforehand ;
- # refrain from using all or part of confidential information for purposes or an activity other than execution of the contract ;
- # refrain from making copies or imitations of all or part of confidential information.

The parties commit to take all necessary measures to ensure compliance with this obligation of confidentiality throughout the duration of the contract and even after the expiration thereof, and guarantee compliance therewith by all of their employees and subcontractors or other contracting parties. This obligation is absolute.

3- Guarantee in the event of infringement

Each party guarantees that the elements it provides or designs for execution of the contract (plans, specifications, processes, and their conditions of application, etc..) do not use intellectual rights or proprietary expertise owned by third parties. They guarantee that they have the right of free disposal of said elements without conflicting with a contractual or legal obligation. They mutually guarantee each other against the direct or indirect consequences of any action for civil or criminal liability, particularly an action for infringement or unfair competition.

10 . Disputes and applicable law

The parties commit to resolve their disputes by amicable means before submitting them to the competent Court.

In the absence of amicable settlement, it is expressly agreed that any dispute related to the contract shall be adjudicated exclusively by the Court located in the area of the Supplier's domicile, even in the event of an action for enforcement of a guarantee or a multiplicity of defendants. Only French law and, when applicable, the Vienna Convention regarding international sales of goods, shall apply.