

## TERMS AND CONDITIONS OF SALE

### 1. General agreement

The terms and conditions as set forth herein shall constitute the entire agreement between CLERAD, "the seller" and the "buyer".

Dealing with the seller shall imply full and total support, without reserve from the buyer concerning the sales conditions hereunder, and shall exclude all the details of the documents, leaflets or catalogs issued by the seller in an information purpose. Any unlawfulness or avoidance of any article, paragraph or provision shall in no case affect the lawfulness of any other article, paragraph or provisions here in.

### 2. Order and cancellation

2.1 Any particular sales provision written on the customer's delivery order form, different from the provisions herein, shall be considered as voidable. No addition, omission or alteration to any article, paragraph of the sales conditions hereunder shall bind the seller ; except if the sales conditions herein are modified through to a written consent by the seller. In the case of any modification (quantity, description...) of an order fully received and confirmed by the seller, the previous accepted conditions shall not be renewed without the seller prior agreement. Both parties hereto bind themselves into a sale contract only after the acceptance of the buyer's order form through to a written consent by the seller.

2.2 Cancellation of orders

The seller only accepts total or partial cancellation in the two following cases:

- Incapacity to fulfill the technical specificities required by the buyer
- The manufactured process did not begin yet.

If the manufacture process began, the seller shall draft an invoice at the prorata of it. Total or partial cancellations shall be send to the seller by doubled registered mail at a 8 days notice after receipt of the order form by the seller.

### 3. Shipping conditions

3.1 Delivery time:

The delivery time are given for your information but depends on supply and transport availability of the seller. Delays shall not in any case justified the cancellation of an order, an indemnity or a delay penalty. The seller shall not be liable concerning the delays of its delivery time and takes the right to postpone it:

- When the agreed conditions of payment are not respected by the buyer.
- When the technical and commercial information and specificities given by the buyer did not arrived on time to the seller's.
- In case of force majeure or any other technical events such as: strikes, epidemic, war, earthquake, requisition, tool hazards, fire, material shortage, transportation interruption of any kind, total or partial unemployment in the seller's or supplier's offices.

The seller shall inform the buyer on time if the cases or events listed above occur.

Delivery on time shall only intervene if the buyer's obligation towards the seller are fulfilled in all the cases.

3.2 Risk of delivery

The products are delivered to the buyer and paid by him at the convinced place. In each case, the products travel under the liability of the buyer who has to make the necessary recognitions in case of damages, and has to confirm its reserves under extra judiciary act or by doubled registered mail towards the carrier at 3 days notice after receiving the products.

3.3 Receiving :

Without the prejudice on the provisions to take towards the carrier, any claims about visible defects or the nonconformity of the delivered products towards the ordered one, or about the packing list shall be submit through to a written document at 8 days notice after receiving the product. The buyer shall notify any justification about the true and verified defects. The buyer shall give to the seller all access to proceed against those defects an to solve it.

3.4 Return conditions and consequences;

Any return of a product shall respect a formal agreement between the both parties hereto. Any returned product which is not respecting this agreement shall stay available to the buyer and shall not give any rise to any debit. The return costs and risks are always under the liability of the buyer. No return shall be accepted at a 1 month notice following the delivery date.

In case of visible defects or nonconformity of the delivered products, dully noticed by the seller in the conditions edicted in the article 3.3, the buyer shall obtained a free replacement or the replacement of the products according to the seller preference, excluded any indemnity or any damages.

3.5 Exportation of the products by the customer :

According to the regulations in force, the buyer commits himself to obtain a written consent of the seller and of the authorities, prior to any exportation or reexportation of the sailed device out of the French territory. The seller shall not be liable if this prior procedure of authorization was not respected by the buyer.

### 4. Warranty

Excluded any clause provision to the contrary, the warranty is of one year and begin the day of the delivery and shall only be applied on the delivery products. The buyer shall submit himself in any case to the seller's proposals. During the time of warranty the seller commits himself to make a free exchange of all the defective spare parts. In any case this exchange shall prolong the time of the warranty of the device. The warranty does not include spare parts damaged on purpose or following an inadequate use from a general point of view: negligence, lack of attention, lack of maintenance, inadequate storage or handling, nonconformity with the manufacturer specifications. The warranty shall not apply when repairs or any other interventions have been done by a person who does not belong to the seller's after sale department. In any case, the seller shall be liable for the direct or indirect consequences on either people or goods of the failure of one of its device. No indemnity shall be claimed to the seller in any way, even in the case of enjoyment privation. Possible freight charges shall be paid by the buyer.

### 5. Prices and conditions of payment

5.1 Prices

The prices are established on a standard base of economical conditions and on in force supplier's prices. If the conditions change (law, rights, tax and prices, exchange rate...) the invoiced prices are subjected to change with it. Any taxes, rights or any other benefits to be paid in relation with the French law or one of an import transit country shall be paid by the buyer.

5.2 Conditions of payment

The invoice of the seller are established after the delivery and shall be paid on receipt, in cheque or bank's draft. Any alterations of the terms and conditions of sales are submit through to a written consent of the seller's sales department. No special discount shall be done in case of payment before due date.

5.3 Failure to pay

Any delay in payment lead to a full payability of fixed interests in a monthly rate (which means to a standard bank's rate in force at the time where the delay was recognize) and marked up by 50% (law 92 1442 of December 31 1992), in addition to refund costs. This provision is made definitely and irrevocably between the both parties hereto and shall not require any preconditions of putting in default as stipulated in the articles 1146 and 1153 of the "code-civil". If the seller give a deadline extension there shall not exist any substitution of debt. In case of failure to pay of one term (or one draft at its deadline) the entire payment from the buyer to the seller shall become immediately payable. The sale is completed only when the entire payment of the invoice occurs.

### 6. Ownership

The goods shall stay under the property of the seller until the entire payment by the buyer, notwithstanding the acceptance of any trade bill (law May 12 1980). The buyer shall not have access to the goods in any way until the accomplishment of this condition. During this time the goods shall stay, labeled, in the client's warehouse or workshop. The buyer is considered liable in case of losses or destruction.

### 7. Confidentiality

The buyer commits itself to respect scrupulously the confidentiality of the documents given (prices offer, technical specificities...).

### 8. Governing law

Any dispute arising from this sales contract or in relation with, shall be settled by the French law and shall be subjected to the jurisdiction of the "Tribunal of Commerce" of Clermont-Ferrand.

### 9. Language

French shall be the prevailing language in case of litigation.