

ARTICLE 1 – PRELIMINARY PROVISIONS

1.1 The present general conditions cancel and supersede the previously applicable conditions and govern the relations between the company AXEOS, hereinafter referred to as « our company » and its clients. Any other document issued by our company and amongst other catalogues, flyers, adverts are for information purposes only.

1.2 The fact that our company does not prevail itself at one specific moment of any of the clauses of the present conditions shall not be interpreted as a waiver of any such clause for the future. Should a clause of the present conditions be declared null and void, it shall not affect the validity of the conditions as a whole. The French version of the present conditions shall prevail over any translation. Our company reserves the right not to satisfy a client request that is exorbitant or that varies from the present conditions.

1.3 The client declares that it expressly accepts the present conditions that prevail over any document of the client, unless specifically agreed in writing with the client. In any case, any provision of the present conditions that is not contrary to specific agreements entered into with the client or to the general conditions of sale of the client expressly accepted in writing shall remain in force.

ARTICLE 2 - COLLABORATION

The client undertakes to do its utmost to be available for our company in order to enable it to carry out its obligations in the best conditions. Our company's offer is made according to the data given by the client who alone has knowledge of its environment and the specific constraints of its clients. The information must be sufficiently clear to enable our company to make its offer. In this respect, the client remains responsible for the content and the accuracy of the information forwarded to our company and shall remedy our company against any legal action arising out of said information. The client shall therefore modify any data it deems inaccurate before its order so that our company may revise its offer in consequence.

ARTICLE 3 – OFFER – ORDER

3.1 Any client of our company has an account and undertakes to fill in a form to this effect and to provide the documents necessary to process its order.

3.2 The offers made by our company, including the present conditions, are formalised either by our catalogue in force on the date of the order, or by a quote, valid one month as from its issuance. The weights, sizes and general conditions set out in our quotes are for information purposes only and do not bind us formally.

3.3 Any order must be confirmed by the client in writing (by post, e-mail or fax) pursuant to the offer made by our company. The parties are committed and the order becomes definite only once the plans for the products having given rise to a quote are accepted and as from the date of confirmation of the order by the client pursuant to the present conditions for the catalogue products.

3.4 No cancellation, in full or in part, or quantitative or qualitative modification of the definite order shall be accepted. They could, if they are expressly agreed by our company, give rise to a price increase or to new delivery or reception deadlines. In any case, if an order is cancelled, our company shall invoice the client the price of the work already carried out and the raw material ordered on the date of cancellation, in addition to damages for the prejudice incurred. Our company being an independent company reserves the right to subcontract all or part of the order.

ARTICLE 4 – EXECUTION/DELIVERY/RECEPTION

4.1 If, while the order is being carried out, our company requests that the client give its approval, the client must make its answer known in writing within 48 hours.

4.2 The delivery is made either by direct delivery of the products to the client, or by delivery to a forwarding agent or carrier on our company's premises (collect) or the client's premises (carriage paid), according to the indications mentioned on the quote. The client's attention is drawn to the fact that, unless it is otherwise explicitly indicated, the deadlines and dates set on the offer are deadlines and dates for disposal on our premises and not for delivery on the client's premises. Our company is authorised to make full or partial deliveries. If for any reason whatsoever our company makes a delivery in full or in part of all or part of the products, machinery and equipment necessary for instalment, the latter are under the custody and responsibility of the client with all the ensuing legal consequences.

4.3 The delivery or supply deadlines are given for reference purposes only in view of the supply and transport possibilities of our company unless expressly agreed in writing between the parties. If the products ordered are unavailable, our company shall inform the client as soon as possible and indicated the date on which the order is likely to be fulfilled, as the case may be.

In any case, our company is freed from any delivery deadlines if the client is not up to date with its obligations towards our company for whatever reason.

4.4 If the products are kept on our premises at the client's request, it is at the client's risk and peril. If the client refuses or is not in a position to take delivery of the products more than eight days after they have been made available, our company can take all the necessary measures to stock the products at the client's expense and risk or to cancel the order without prejudice of any other course of action. If the product ordered has been made specifically, the client has to pay the full price as a penalty clause without prejudice of any other action. In any case, if the client refuses to take delivery of the products with the carrier, except in case of force majeure, our company can, without prejudice of any damages, invoice all the expenses incurred and specifically storage and new delivery.

4.5 It is the client's responsibility in case of contestation, deterioration of the product, damage, shortage or delay to make clear and precise reserves on the carriage note and to notify the carrier by registered post with acknowledgement of receipt its motivated claim with two business days from the receipt of the products, bank holidays not included. Furthermore, claims about delivered products must be made in writing to our company within 5 business days from the delivery of the product. The client shall furnish all justifications to substantiate the alleged defects or faults by sending us amongst other things copies of the reserve letter sent to the carrier and the carriage note with the reserves. Our company shall be allowed to ascertain all defects.

ARTICLE 5 – PRICE/PAYMENT

5.1 The products are invoiced according the rates in force mentioned on our price list on the date of the order or on the quote. Unless expressly agreed otherwise, our prices are without tax, in euros, customs duties not included instalment expenses not included and prepaid (incoterm DAP). The applicable taxes are those in force on the date of the invoice.

5.2 The client can pay by cheque or bank transfer. The first order is due upon invoice. Unless otherwise provided, the following invoices are due 30 days end of month following the issuance of the invoice, net and without rebate. In any case, the payment obligation is fulfilled when the amount is definitely credited to our company. Our company applies, according the data forwarded by its credit insurer, a ceiling to the amounts due by the client (outstanding amounts). Our company shall interrupt the client's orders for any outstanding amounts exceeding the ceiling. The ceiling is revalued in case of deterioration of the client by the credit insurer and, in any case, every six months. Late payment shall give rise by right and after prior notice, on top of the possible judicial costs, to a late payment penalty equal to 1.5 % per month of delay and to the payment of the legal fixed indemnity of 40 euros. The invoicing of these amounts shall not be considered as a waiver and shall not prevent us from acting in resolution or termination of the sale by right without judicial formalities, fifteen days after a simple notice to pay by registered post with acknowledgement of receipt remained unremedied. A claim regarding the quality of a product cannot suspend payment unless the proof of its defect is brought before the invoice is due, and only on the invoice of the incriminated products. In any case, in case an invoice is not paid at due date, the amounts due for the order in question but also all the orders already delivered or in course of delivery become immediately due. Deliveries can also be suspended without indemnity until full payment of the amounts due with interest.

ARTICLE 6 – TOLERANCES – RESPONSABILITY – GUARANTEE

One-year contractual guarantee

6.1 All our products are sold with the usual manufacturing tolerances, amongst others as regards the sizes indicated on our company's plans. The slight opacity, colour, shade differences cannot justify a delivery refusal or price reduction. Consequently, our company's responsibility cannot be sought by the client in cases where the products manufactured by our company come within the scope of the above mentioned tolerances.

6.2 Our company guarantees that the products comply with French regulations in force on the date of the order confirmation.

6.3 Our company undertakes to manufacture and market the products defined in the offer. Our company therefore declines any responsibility for the products whose technical or aesthetic choices are imposed by the client. Our products are produced and/or sold for the use, destination, technical characteristics and disposal provided in the offer. Any different and/or non-compliant and/or anomalous use or that has not received our written approval shall totally releases us from any direct or indirect liability of our company. Our company specifically declines any liability for bodily injuries or damages caused to goods that might result from incorrect use of the equipment suitable to use our products, from deteriorations or accidents arising out of negligence, lack of supervision or maintenance, or from improper, inappropriate and/or altered use in terms of storage, conservation or use of the products sold by our company. In this respect, the use of the goods as such or in combination with other products or goods shall be made at the client's risk, the client must check the interaction of our products with its products. The client undertakes to store and use the goods pursuant to the regulations in force and to respect all its legal obligations towards its own clients.

6.4 In case of established and legally recognised defect our obligation shall be limited to the replacement of the faulty quantities. The guarantee does not imply the possibility to request damages or an indemnity for any reason whatsoever. The client must justify the alleged defects or anomalies.

6.5 Should our company be held liable following a fault on its part, the remedy only applies to the damages directly caused by our products ant that are personal and definite for the client with the express exclusion of the reparation of any indirect and intangible damages and/or prejudices such as financial damages, infringement of personality rights, waste of time for packaging, loss of stock, time spent by collaborators, and time of use of the machines, The amount of damages our company may be required to pay in the above mentioned conditions is limited to the price of sale indicated in the offer.

6.6 In case of an event of force majeure defined as being an event either unavoidable or external or unforeseeable or in a fortuitous case or external cause amongst others because of war, fire, epidemic, flooding, bad weather conditions such as snow or ice, total or partial strikes, absence of qualified personnel, machine breakdown, closure of an entity, partial unemployment, restrictions on movements, transit ban by the prefect, transport interruption, voluntary damages, stealing, changes in the applicable regulations, impossibility to be supplied by the manufacturer or default in the raw material received, energy supply shortages, malfunction or interruption of the electric or telecommunications networks ; the parties shall be freed by right and without indemnity of its delivery obligation for our company and of its payment obligation for the client as from the date of the occurrence of these events. However, the party undergoing force majeure undertakes to inform the other party in writing within 3 days and to do all that is possible to resume deliveries and the performance of the

services or to proceed with payment. Each party can terminate the order in question by registered post with acknowledgement of receipt if the force majeure event lasts more than one month.

ARTICLE 7 – INTELLECTUAL PROPERTY – CONFIDENTIALITY – NON SOLLICITATION

7.1 Unless otherwise provided or if documents are provided by the client, the services, studies, drafts, plans, models and documents of any nature established, handed over or sent by our company always remain its property. They must be handed over upon its request. Our company keeps its intellectual property on its creations (know-how, patentable invention, copyright, brands...) that cannot be used, represented, communicated, executed, adapted or translated without its prior written authorisation. In any case, the client shall only use the documents in compliance with the purpose for which they were forwarded.

7.2 The client expressly acknowledges our company's right to prevail itself for advertising purposes of its quality as supplier of the client and the services rendered can appear on all documents promoting the activity of our company towards third parties. Our company shall also be free to use the name or any distinctive sign of the client after the execution of the order on its advertising documents or to communicate to third parties.

7.3 Our company and the client mutually undertake to respect the strictest confidentiality on all they may learn during the execution of their obligations under the orders or quotes. The parties undertake not to communicate to third parties, except if legally obliged to do so, the information or intelligence made known to them for their obligations under the present agreement. They undertake to have this obligation strictly complied with by their personnel and agents.

7.4 The client undertakes not to solicit the personnel working on their order, and beyond that period for one year following the end of the order, for whatever reason.

ARTICLE 8 – RETENTION OF TITLE

The products sold by our company remain its property until full payment of the price in principal, costs, interest and accessories by the client. However, the risks are transferred as soon as the products are handed over. In any case, the products in stock with the client are presumed to be the unpaid products. In case of resale of the products by the client either as such or after transformation, the client undertakes to transfer the price paid by its own clients to our company up to the balance of the price of the unpaid products. In case of non-payment, our company, without forfeiting any of its rights, can demand the restitution of the products by registered post with acknowledgment of receipt at the client's expense and risk. The client shall also bear the legal and judiciary costs as the case may be.

ARTICLE 9 – GOVERNING LAW – LIMITATION – JURISDICTION

9.1 The parties agree that the present conditions and their consequences are governed by French law. The language of the present conditions and of the relations between the parties is French.

9.2 The parties agree that all the actions brought under the present conditions by the client are time barred after one year pursuant to article 2254 of the French Civil Code as from the date of delivery of the products.

9.3 Any dispute shall be brought before the Caen (France) Trade Court to which express jurisdiction is given even in case of third party guarantee claims or multiple proceedings.

Agreed and Accepted :

Stamp and signature of the customer :

Date :