

///General conditions of purchase////////////////////////////////////

This order shall be considered as a purchasing contract. By its acceptance the supplier shall be obliged to make a conform delivery and shall not insist on opposite terms mentioned in his order acknowledgements, confirmations, tariffs or others. The terms of this purchasing order can only be changed by our agreement.

A delivery note mentioning the complete order references shall accompany the goods.

Control /Cancellation /Stoppage /Modification////////////////////////////////

The incoming material is controlled by us. However, we reserve the right to return the material in case of fabrication defects occurring when material shall be used. We reserve the right to cancel, to stop or to modify an order in case of act of God. Value date of invoices received after the 10th of the delivery month will be deferred to the following month. Value date for deliveries made after the 25th will be deferred to the following month.

Invoicing////with two copies.

Jurisdiction////Any dispute arising out of or in connection with any such contract shall be referred to arbitration to the Law Courts of Lyon, France.

Certificates////Certificates are entire part of the order. The date of receipt determines the payment of the invoice.

///General Terms and Conditions of Sale and Delivery of JACQUET International////////////////////////////////////

1/ General provisions////

1.1/ JACQUET International SAS (hereinafter to be referred to as: "the Seller"), with its registered office located 7 rue Michel Jacquet in Saint-Priest (69800) France, and listed in the commercial register in under number 497 558 296, is a private company with limited liability and is formed under French law.

1.2/ Any references to the Seller in the text below mean the Seller in its capacity as distributor, contractor or subcontractor, project executor or in any capacity whatsoever. Any references to Buyer in the text below also mean the prospective buyer, prospective client and in more general terms the other party of the Seller.

1.3/ These General Terms and Conditions of Sale and Delivery apply to all agreements between the Seller and the Buyer as well as to any subsequent agreements ensuing from these agreements. As soon as these general terms and conditions apply, they apply in full to any subsequent transactions without an additional statement of applicability being required. The applicability of any other general terms and conditions is hereby explicitly excluded which means that the general terms and conditions of Buyer do not apply unless they have been accepted in writing by the Seller.

1.4/ Commercial terms used in these General Terms and Conditions of Sale and Delivery as well by the Seller in its offers, confirmation of offers, invoices and other correspondence must be construed in accordance with the Incoterms rules issued by the International Chamber of Commerce as they apply at the time of concluding the agreement.

2/ Offers and confirmation of contract////

2.1/ All offers remain valid until the time limit as indicated by the Seller. If no time limit is included in the offers of the Seller, then they are without any obligation. Recommendations, offers, price lists and other communications on the part of the Seller are without any obligation and are based on information as provided by Buyer. Any oral promises and arrangements with the staff of the Seller are only binding to the Seller after and in so far as they are confirmed in writing.

2.2/ Any samples or models shown or provided are for identifying purposes only without the item to be delivered being required to meet their specifications.

2.3/ The information included in the confirmation of contract from the Seller is binding to both parties, which means that in the event of a discrepancy between the order placed by Buyer and the confirmation on the part of the Seller, the confirmation from the Seller will exclusively be binding.

3/ The agreement////

3.1/ If the Buyer accepts the offer as it has been made by the Seller, the agreement is formed the moment on which the Seller either confirms the acceptance within a reasonable time period, or begins with the execution of the agreement, or proceeds with the actual delivery.

3.2/ The Seller will never be obliged to begin with the execution of a contract or with the delivery of the goods at an earlier date than after the date on which the Seller has in its possession all the necessary information required for that purpose and after the date on which the Seller has received the agreed installment or advance payments, if any.

3.3/ Any additions and amendments to the agreement and any further arrangements with regard to the agreement apply exclusively if they are agreed in writing or if they are confirmed by the Seller in writing. A digital transmission is considered to be in writing.

3.4/ The Seller has the right to demand payment in advance or provision of security and in anticipation thereof to suspend in full or in part the execution of the agreement if it sees reason to do so on reasonable grounds. One of the grounds on the basis of which the Seller may suspend the execution of the agreement is if it reasonably believes that the financial situation of Buyer warrants this. If this advanced payment is not forthcoming or this security is not provided in accordance with the Seller's reasonable request, then the Seller will have the right to terminate the agreement by means of one single written statement and without judicial intervention being required, notwithstanding the Seller's right to claim damages if there are any grounds to do so and without Buyer being allowed to assert its right for compensation.

3.5/ The goods will be sold and delivered subject to the generally acceptable tolerances with regard to dimensions, quantities and weights unless explicitly agreed otherwise. Minor discrepancies with regard to the provided illustrations, measurements, weights, properties, colors and other kind of information do not count as defects. The Seller cannot be held liable for any of these discrepancies.

3.6/ The Buyer may only cancel a concluded agreement with the written approval of the Seller. In the event that the Seller has agreed to the cancellation made by the Buyer, Buyer must pay the Seller 30 % of the price that the Buyer would have to pay (VAT included) to the Seller on execution of the agreement, with a minimum amount of €50 for each cancellation. The Seller reserves its rights to claim full compensation for the costs and the damage or loss.

4/ Delivery and transport////

/Delivery////

4.1/ The delivery periods agreed between the Seller and Buyer are in each case by approximation only and subject to unforeseen circumstances. The agreed delivery period will be observed as much as possible but will never constitute a deadline for the Seller.

4.2/ In the unlikely event that the delivery cannot be made on the agreed date or within the agreed period, the Seller has the right to make the delivery in partial deliveries. In addition to this right, the Seller has the right to a reasonable period of later deliveries of at least three months.

4.3/ If, for whatever reason, the delivery period is exceeded, the Buyer will never have the right to terminate or cause to terminate the agreement, to claim damages or the right to suspend or not to perform one or more obligations arising from the agreement, unless the Buyer shows evidence of intent or willful recklessness on the part of the Seller and except as provided in **chapter 10** of these General Terms and Conditions.

/Transport////

4.4/ The Seller will make its own choice with regard to the means of transport, notwithstanding the provisions of article **4.3**. The transport of the goods will be for the risk and expense of the Buyer unless it has been agreed otherwise in writing.

4.5/ In the event that the goods are ready to be taken delivery of by the Buyer and the Seller has informed this to the Buyer, then the Buyer is obligated to take possession of these goods immediately. This provision applies notwithstanding the agreed means of transport. If the Buyer fails to comply with this obligation, the Seller has the right to either store the goods for the risk and expense of the Buyer or the right to terminate the agreement on the basis of the provisions of **chapter 10** of these General Terms and Conditions.

4.6/ The delivery will take place in accordance with the Incoterms 'Ex Works', unless it has been explicitly agreed otherwise in writing.

5/ Force majeure////

5.1/ If, on reasonable grounds, performance of a delivery obligation or another obligation cannot be demanded from the Seller on account of an event of force majeure on the part of the Seller, the Seller has the right to suspend delivery. An event of force majeure on the part of the Seller includes in any event any failure to perform that is caused by circumstances that are beyond the control of the Seller. Force majeure will always include but is not limited to:

/business interruption or interruption of operations of any kind and irrespective of the manner in which these interruptions have come about;

/difficulties or obstacles of any kind with the transport of the goods as a result of which the transport to the business premises of the Seller or the transport from the Seller to the Buyer has become difficult or is obstructed;

/delayed or overdue delivery by the suppliers or one of the suppliers of the Seller or by one or more third parties;

/import and export restrictions irrespective of what kind;

/breakdown and defect of equipment and/or tools;

/government measures;

/wars, riots, acts of war and natural disasters.

5.2/ In the event of a force majeure, the Seller has the right to suspend its obligations for as long as the force majeure event continues or to terminate the agreement. If the force majeure event continues for more than three months, the Buyer has equally the right to terminate the agreement. In the event of a force majeure, the Seller is never obliged to pay damages.

6/ Price and payment////

/Price////

6.1/ All the prices quoted by the Seller are based on the information provided on application. The prices are based on delivery 'Ex Works' (Incoterms) and do not include taxes, charges, import duties and other government charges that are imposed on sale and delivery.

6.2/ The prices quoted by the Seller are based on the prices of the Seller's suppliers and other (price determining) circumstances as they are known to the Seller at the time of the offer or acceptance of the order or contract. If following the date of offer or acceptance of the contract or order the prices quoted by one or more suppliers of the Seller increase, even if this price increase is the result of foreseeable circumstances, as well as in the event of an increase in other cost factors, the Seller has the right to increase the price as was agreed at the time of the acceptance of the contract or order, plus the Seller's customary profit margin. In those cases, Buyer does not have the right to invoke or claim termination of the agreement, unless it concerns a price increase of more than 5 % (VAT not included).

/Payment////

6.3/ Invoices from the Seller must be paid within thirty days following the delivery, in net cash payment, and without the Buyer having the right to any discount or settlement that has not been explicitly agreed.

6.4/ Payment arrangements to the contrary will only be binding if and to the extent that they are confirmed in writing.

6.5/ The right of the Buyer to settle any claims or to suspend its payment obligations is explicitly excluded. Even if the Seller has delivered the goods but the Buyer is of the opinion that the Seller should have provided together with the delivery or after the delivery also certain certificates or other documents, then this will not constitute grounds for the Buyer to suspend its payment obligations.

6.6/ Unless otherwise agreed between the Seller and the Buyer, the payment term of 30 days from the issuance day of the invoice is the final deadline. This means that if the payment term is exceeded an additional demand letter or notice of default is not required. In addition to this, the Buyer will automatically be in default if a suspension of payments or the bankruptcy of the Buyer has been applied for or granted. In that case the claims the Seller has in respect to the Buyer are immediately due and payable.

6.7/ Any late payment will give rise to the application of late-payment interest equal to 12 % with a minimum of €40 (VAT not included).

6.8/ In the event of an extrajudicial collection or any attempts of an extrajudicial collection, the Buyer will have to pay these collection costs which will be to the amount of 15 % of the unpaid principal amount with a minimum of €150 (VAT not included) in addition to the principal sum and interest, without prejudicing Seller's right to full compensation. The Buyer is liable to pay the collection costs the moment on which the Seller retains the services of a third party to effect the collection.

6.9/ In the event of a judicial collection, all the costs to be incurred by the Seller, including court registry fees, bailiff's fees, attorney's fees or the fees of a representative ad litem will be at the expense of Buyer in full. If the judicial costs to be incurred by the Seller exceed the assessed process costs, then the Seller may claim compensation from the Buyer of these higher judicial costs.

6.10/ The Seller has the right to deduct all payments in an order of its choosing from the amounts Buyer must pay on account of the deliveries, interest and/or expenses.

6.11/ In the event of an overdue payment and/or non-payment in full or in part, the Seller has the right to suspend performance of the agreement.

7/ Retention of title////

7.1/ All the goods delivered by the Seller will remain the exclusive property of the Seller until the moment on which the Buyer has met all its obligations that ensue or relate to the agreement concluded between the Seller and Buyer. These obligations do not only regard payment of the price but also any claims with regard to penalty payments, interest payments, expenses, including expenses on account of the loss of value and/or the repossession of the delivered goods.

7.2/ Until the moment on which the Buyer has met in full its obligations ensuing from the agreement, it is obliged to keep the goods delivered by the Seller strictly separate from other goods. The Buyer must store the goods of the Seller as clearly identified as the property of the Seller and must insure them properly and keep them insured.

7.3/ The Buyer is not allowed to process the goods of the Seller until the Buyer has met all the obligations arising from the agreement concluded with the Seller.

7.4/ The Buyer is not allowed to alienate goods or to create a right of pledge or a right of non possessory pledge until the Buyer has met all the obligations arising from the agreement concluded with the Seller.

7.5/ If the Buyer fails to meet the obligations in respect to the Seller arising from these General Terms and Conditions or from the agreement, or the Seller has a well-founded reason to fear that the Buyer will not meet these obligations, then without a notice of default being required the Seller has the right to repossess or take into possession immediately the goods, irrespective of their location. The costs of this repossession or taking possession of these goods by the Seller will be at the expense of Buyer. Repossession in accordance with the provisions of this article does not affect the right to claim compensation on the part of the Seller under the rules that apply to an attributable failure in the performance of obligations.

7.6/ If Buyer has met all its obligations in respect to the Seller ensuing from the agreement the Seller will transfer the ownership to Buyer of the goods delivered subject to the right of pledge of the Seller for any other claims that the Seller may have on Buyer. At first request, Buyer will give its cooperation to the Seller to perform any actions that are required in that respect.

8/ Complaints////

8.1/ The Buyer has the obligation to examine immediately on delivery whether goods delivered by the Seller meet the specifics of the agreement. If the Buyer fails to do so he may not rely on the agreement unless the Buyer informs the Seller as soon as possible and in any event within ten workdays following the delivery date in writing of the complaint and stating the reasons of the complaint. After this period has expired then the delivered good is deemed to be irrevocably and unconditionally accepted by the Buyer. The Buyer must inform the Seller in writing of any non visible defects within ten days following the discovery of the defect but not later than a year following the delivery date.

8.2/ Any legal actions on account that the goods failed to meet the specifications of the agreement must be commenced against the Seller by the Buyer not later than one year following the timely communication of the complaint at the risk of forfeiting all rights.

8.3/ The Buyer must put at the disposal of the Seller the goods to which the complaint relates and to grant the Seller the opportunity to examine these goods. During this period, the Buyer is not allowed to process these goods. If the Buyer has processed these goods then the Buyer will no longer be able to rely on the defect and the Seller will no longer be obliged to repair the defect or to pay compensation. The payment obligation of the Buyer is not suspended as a result of making a complaint.

8.4/ Quality requirements or standards of the goods to be delivered by the Seller must be explicitly agreed in writing. Any departures and differences in the properties, color, size or finishing that are customary in that particular field or are technically unavoidable are not considered to constitute a failure and can therefore not be the reason for Buyer to suspend or terminate the agreement or [claim] compensation.

8.5/ Return shipments are only allowed after the Seller has given its approval. A return shipment will be at the expense of the Buyer unless a different cost apportionment has been agreed.

9/ Guarantees and liability////

9.1/ In the event of a delivery purchased by the Seller from third parties, the Seller will only provide guarantee for these goods if and to the extent the Seller itself has obtained a guarantee from these third parties. In that event the guarantee that the Seller provides to the Buyer will be the same as the guarantee that the Seller has been granted from these third parties.

9.2/ Quality requirements or quality standards of the goods that are to be delivered by the Seller must expressly be agreed. The obligation to provide a guarantee on the part of the Seller does not extend any further than the quality provisions that have explicitly been made or the quality standards that have explicitly been agreed.

9.3/ The Seller does not guarantee, however, and will never be deemed to have guaranteed or have warranted that the delivered goods are suitable for the purpose for which the Buyer want to process, use or cause others to use them. Any samples or models shown or provided are for identifying purposes only without the item to be delivered being required to meet their specifications.

9.4/ Except for the provisions set out below, the Seller, its staff and/or third parties it has engaged, are never liable on whatever grounds for any damage or loss the Buyer or a third party may have with regard to any delivery obligation, the delivery of the goods, the delivered goods themselves or the use of these goods or any activities or recommendations. This unless the Buyer shows that there is intent or willful recklessness on the part of the Seller.

9.5/ The Seller is never liable for any indirect trading loss or damage or consequential loss or damage that is connected in any manner whatsoever with or is caused by an error or failure on the part of the Seller in the performance of the agreement with the Buyer that includes but is not limited to transport costs, travel and accommodation expenses, assembling and disassembling costs and/or installation or reinstallation, reduction of profits, loss incurred or business interruption, even if the Seller has been informed of the likelihood of these forms of damage.

9.6/ The Seller's liability for the direct costs and direct loss or damage on the part of the Buyer caused by an error or failure in the performance of the agreement is at all times limited to a renewed delivery or reimbursement of the invoice amount (VAT excluded) that relates to the one or more deliveries out of which the costs or loss or damage have ensued. In that case the Seller has the choice between redelivery and paying compensation.

9.7/ If, notwithstanding the provisions of these General Terms and Conditions, the Seller is held liable for the damage or loss incurred by the Buyer, irrespective of what kind, the liability of the Seller will in all these instances be restricted to a maximum amount of €750000 per claim. A series of comparable claims will count as one single claim. In the event of various claims in one calendar year the liability the Seller will have in respect to the Buyer will also be restricted to €150000 per calendar year.

9.8/ Buyer may not rely on any guarantee as though there was no failure in the performance of the agreement on the part of the Seller if and for as long Buyer is in default, has exposed the goods to abnormal circumstances, has acted carelessly or ineptly or the goods were stored for a period longer than normal and that it is therefore likely that the loss in quality was the result of that.

9.9/ If the agreement relates to goods that the Seller has acquired from one or more third parties then the liability and/or responsibility on the part of the Seller is limited to the degree in which the third party engaged by the Seller is held liable and/or responsible.

9.10/ Buyer indemnifies the Seller against all claims from third parties on account of the compensation for any damage or loss or otherwise, which may be related directly or indirectly to any delivery obligation, the delivery of the goods, the delivered goods themselves and the use of the goods or on account of any work or recommendations. Buyer will also indemnify the Seller against all claims on the part of third parties to compensate damage or loss or otherwise that are directly or indirectly related to the processing and/or shipment as well as the electronic transmission of the information provided by the Seller.

9.11/ Any legal action on the part of the Buyer in respect to the Seller ensuing from a failure (attributable or otherwise) or civil wrong on the part of the Seller in respect to Buyer or ensuing from any other statutory basis will expire after twelve months after Buyer has made a complaint first with the Seller on account of this failure, civil wrong or other statutory basis.

10/ Suspension and termination of the agreement////

10.1/ If Buyer fails to perform one or more of its obligations in full, properly or on time then the Seller has the right to suspend all or some of its obligations entered into in respect to the Buyer irrespective under which name or in what capacity until the Buyer has fulfilled its obligations in full and properly.

10.2/ The agreement may be terminated immediately by the Seller in writing (or through electronic mail) without judicial intervention being required and without the Seller being held liable to pay any form of compensation for whatever loss or damage in the instances listed below:

1/ In the event that Buyer refuses at first request to provide advance payment or security in the circumstances as listed in article **3.4**;

2/ In the event that the Buyer fails to perform any obligation in respect to the Seller arising from the agreement or fails to perform such obligation in full, properly or on time and, notwithstanding being requested to do so, Buyer has failed to repair the failure within seven days following such request;

3/ In the event that the Buyer applies for a suspension of payments or bankruptcy or a third party applies for the bankruptcy of the Buyer, or if the Buyer is dissolved;

4/ In the event that the Buyer acknowledges in writing that it is unable to pay its debts at all or on time;

5/ An executory attachment has been levied on a tangible asset of the Buyer.

11/ Concluding provisions////

11.1/ The laws of France apply to all the agreements concluded by the Seller. The provisions of the Vienna Sales Convention are explicitly excluded from the agreements concluded by the Seller.

11.2/ The courts of France have exclusive jurisdiction to take cognizance of disputes that may arise between parties. Any disputes between the Seller and the Buyer will be resolved by the District Court of Lyon, notwithstanding the authority the Seller has otherwise to apply to the competent court, all this with due observance of the rules governing the subject-matter jurisdiction.

11.3/ If and to the extent that as a result of an unreasonable onerous character of any provision in these General Terms and Conditions it is not possible to rely on that provision on account of reasonableness and fairness then that provision will be attributed such meaning and scope that this provision can be relied upon.

11.4/ To the extent that these General Terms and Conditions have been drafted in a different language than the English language, the English version will always prevail in the event of any discrepancies.

These General Terms and Conditions of Sale and Delivery of the Seller apply to all offers and agreements with regard to the deliveries and/or services to be performed by us.

Other General Terms and Conditions are explicitly rejected by the Seller.