

**PREAMBLE**

In accordance with applicable law, these general conditions of sale apply to any order placed with the seller. They may be adapted within the context of special conditions of sale when the specifics of the transaction warrant it.

Any order placed with the seller (BFI OPTILAS SAS) constitutes acceptance without reservation by the buyer of the general conditions of sale and the waiver of the buyer's own conditions of purchase unless the seller formally and expressly waives this condition; the formal or express outlook of this condition may in no case be assumed by the simple sending of an acknowledgment of the receipt of an order.

**1 GENERAL INFORMATION AND FORMATION OF THE CONTRACT**

The prices and information contained in catalogues, brochures, leaflets, tariffs or scales are only indicative and are not binding on the seller; the latter reserves the right to make any changes in layout, form, size or material of its equipment, machines and machine components, the designation and description of which appear on its publications in the form of publicity. Similarly, any exchanges of information between the seller and the buyer, regardless of the form and nature of such information, prior to the sending of the order by the buyer, are not contractual.

Unless otherwise specified, prices do not include taxes for equipment made available by the seller.

The equipment supplied comprises, exactly and only, the equipment specified in the quotation and the acceptance of offers also implies adherence to these conditions.

The specific offers of the seller are not contractual in nature and are, unless otherwise expressly stated, valid for 30 days. It is only after written acceptance by the seller of the order of the buyer in the form of an order acknowledgment that both parties are bound by the contract of sale. Any additional supplies, prices and new time limits will be specifically discussed between the seller and the buyer. In no case may the conditions for the additional supplies be prejudicial to those of the main order.

Only guarantees with respect to the quality of the product specifically granted in writing by the seller are binding. Any differences in quality which the product sold may evidence with respect to the guarantees expressly provided by the seller shall be deemed accepted by the buyer insofar as they do not exceed what the buyer is reasonably entitled to expect of the product.

**2 PRICES**

2.1 All prices are stated net of tax. Their amounts are specified in special conditions (the Special Conditions) which are usually evidenced by the quotations.

2.2 The prices are based on the economic and tax provisions in force. If the latter provisions change (change of exchange rates, customs tariffs and taxes, value of raw materials, etc. ...), the prices invoiced might vary in accordance with the terms permitted by law or expressly provided in the contract.

**3 INTELLECTUAL PROPERTY**

The seller retains all the intellectual property rights of its projects, studies and documents of any kind, and which may not be disclosed or used or implemented without the written

authorisation of the seller. The seller retains ownership of any studies or documents delivered or sent to the buyer. These must be returned on request.

Moreover, the technology and know-how, patented or not, embedded in products and services, and all intellectual and industrial property rights relating to products and services remain the exclusive property of the seller. The buyer is only granted a right to use products on a non-exclusive basis.

In cases where the products sold include the use of software or intellectual property rights (IPR), the use and implementation of this software and IPR are granted to the buyer as provided in the licence agreement with respect to the software or the IPR in question. Nothing in these general conditions may allow the assumption that the rights granted may be used for another purpose or in another way than that expressly provided for by the above-mentioned licence agreement

**4 DELIVERY AND INVOICING**

4.1 Delivery is effective on the day agreed with the buyer provided that the suppliers have supplied the seller within the agreed timeframe. Delivery may only be performed after the order has been confirmed.

4.2 Delivery is deemed to be made at the factories or stores of the seller. Delivery is made either by direct delivery to the buyer, or by simple notice of availability or by delivery to a shipper or carrier selected by the buyer at factories or stores of the seller or, failing such designation by the buyer, selected by the seller. On the other hand, delivery times are considered to have been met when the seller delivers the goods to the carrier/intermediary agreed between the parties within a reasonable period which implies that in normal circumstances, the goods will be delivered to the buyer in a timely manner.

4.3 Notwithstanding the preceding paragraph, the buyer acknowledges that delivery dates agreed with the seller are subject to change.

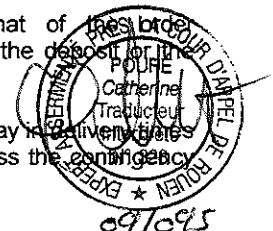
4.4 The receipt of the goods excludes any claim except for reservations made by the buyer in the form of a letter with acknowledgment of receipt addressed to the carrier within three working days from delivery and with a formal notification to the seller within the same period.

4.5 The delivery is the triggering event for invoicing. The principle of delivery at factories or shops of the seller may not be contested by virtue of indications such as free delivery at the station, on the quayside, or total or partial reimbursement of transportation costs. If shipment is delayed by any cause outside the responsibility of the seller and the seller agrees, then the material will stored and handled, if necessary, at the costs and risks of the buyer; the seller declining any subsequent responsibility in this respect. In this case, an invoice of availability is established.

These provisions will in no way affect the obligations of payment for the supplies and does not constitute a novation.

Delivery times begin from the later of the following dates: that of the order acknowledgment, those on which the seller receives the information, the deposit for the supplies that the buyer had committed to deliver to the seller.

Delays may not justify the cancellation of the order. In the event of a delay in delivery compared to the contracted delivery times, no penalty shall apply unless the



has been expressly provided for by the parties at the time of the order, and duly notified at the time of delivery. In the latter case, these penalties will have the character of all-inclusive fully-discharging damages, excluding any other kind of redress.

## 5 INTERRUPTION OR FAILURE OF DELIVERY

5.1 Where circumstances or events prevent the delivery of the goods and unless the seller can be held liable, the seller is authorised to suspend the fulfilment of his obligation to deliver during the period of inability to deliver, which said period will include an appropriate start-up period, which is granted to the seller by the buyer in accordance with the law.

5.2 Unless expressly agreed otherwise between the parties, the seller is not held responsible for the following: events of *force majeure* as defined by French law or events which are beyond the control of the seller, including natural disasters, acts or omissions of third parties or governmental authorities (including the refusal, or abnormally long time for approval, of export licenses), regulatory, legislative or military reasons, changes in the law, goods out of stock, insurrection, war, terrorist attack, delays in transport or breakdown in the use of human and material resources, requisition or improper retention of the property by a French or foreign authority, lockout, strike, epidemic, fire, flood, accident to equipment, scrapping of important elements during manufacture

The seller will keep the buyer informed, in a timely manner, of cases or events of this kind. The payments for the supplies may not be delayed or modified because of possible penalties.

5.3 In the event that delivery is prevented due to a change in legal requirements or import regulations, the seller has the right to terminate the contract. In such a case, at the buyer's request, the seller may conclude a new contract with the buyer taking into account the changes in the import conditions

5.4 The seller is released, automatically, from any commitment to delivery times if the conditions for payment have not been respected by the buyer.

5.5 If the seller is in breach of his contractual obligations, his liability may be involved within the limits laid down in Article 10 of these general conditions.

## 6 ENVIRONMENT AND SUSTAINABLE DEVELOPMENT

### 6.1 Packaging

Non-reusable packaging is always the responsibility of the buyer and is not taken back by the seller. In the absence of any special indication in this respect, the packaging is prepared by the seller to serve in the best interests of the buyer.

Reusable packaging remains the property of the seller. It is entrusted to the buyer under the latter's responsibility. This packaging is subject to a deposit and/or rental invoice. An invoice for sale of assets will be sent to the buyer for packaging not returned within the period which is customary in the industry.

### 6.2 Waste management: provisions for sales between professionals

When the equipment which is the subject of the sale is outside the scope of Decree No. 2005-829 of 20 July 2005 with respect to the composition of electrical and electronic equipment and the disposal of waste from these facilities, and pursuant to Article L 541-2 of the Environmental Code, it is the holder of the waste who must ensure, or arrange to ensure, its disposal.

When the equipment which is the subject of the sale comes within the scope of Decree No. 2005-829 of 20 July 2005 with respect to the composition of electrical and electronic equipment and the disposal of waste from these facilities, it is expressly stipulated that:

Pursuant to Decree No. 2005-829 of 20/07/05 with respect to Waste from Electrical and Electronic Equipment (WEEE), the company BFI OPTILAS is registered in the National Register of manufacturers of electrical and electronic equipment.

To meet the requirements of Decree No. 2005-829 of 20 July 2005 - amending the Directive 2002/96/EC - and its implementation decrees, the organisation and funding of the removal and treatment of waste from electrical and electronic equipment sold by the company BFI OPTILAS are transferred to the buyer who accepts them. It is the responsibility of the professional subsequent buyers to arrange for the subsequent transmission of the above obligations to the end user.

The subsequent professional buyer(s) undertake to inform the end user that, when electrical and electronic equipment becomes waste, the end user must ensure, or arrange to ensure, the processing of the waste electrical and electronic equipment in facilities meeting the requirements of Articles 21 and 22 of Decree No. 2005-829 of 20 July 2005, and complying with the provisions of Title I of Book V of the Environmental Code. The buyer(s) and/or user(s) who wish(es) to have the EEE taken back at the end of life may call on the services of the company BFI OPTILAS but all costs related to this service will be invoiced to him/them.

In accordance with Article 7 of Decree No. 2005-829 of 20 July 2005, the company BFI OPTILAS, keeps information needed for this processing held at the disposal of operators of facilities responsible for the processing of waste electrical and electronic equipment.

The subsequent buyer and/or professional buyers and/or the end user guarantee(s) the company BFI OPTILAS against any consequences of non-compliance with the obligations stipulated in this Article. The company BFI OPTILAS shall under no circumstances and for any reason whatsoever be held responsible for the failure of the subsequent buyer and/or professional buyers and/or the end user to fulfil his/their obligations in accordance with this Article.

The failure by the buyer to respect the obligations imposed upon him, may lead to the enforcement of criminal sanctions against him as provided for by Article 25 of Decree 2005-829.

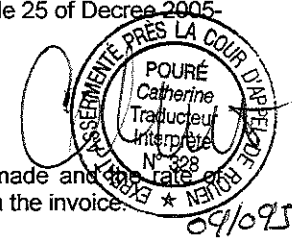
## 7 TERMS OF PAYMENT

The contract specifies the terms of payment.

The invoice should mention the date on which payment must be made and the penalties applicable as of the day following the payment date given on the invoice.

In accordance with Article L 441-6 of the Commercial Code, the following rules apply:

7.1 **The term of payment** agreed between the parties may not exceed 45 days end of the month, or 60 days net, of the date of issue of the invoice. In the absence of any agreed period, by default a period of 30 days net from the date of receipt of goods or performance of the contract applies. For the supply of goods which are subject to an import tax in the fiscal region of the DOM-COM (*French overseas dominions*), the period of settlement must occur within 45 days end of the month, or 60 days net, of the date of receipt of the goods.



7.2 **Any delay in payment with respect to the contractual dates will automatically give rise to a penalty for late payment** calculated in accordance with the amount outstanding at a rate equal to the interest rate applied by the European Central Bank at its most recent refinancing operation increased by ten percentage points without the penalty adversely affecting the enforceability of the debt (i.e. 12.50% in December 2008).

7.2 **The penalties for late payment** are due without the necessity of a reminder.

The payment is considered to have been made on the date on which the funds are placed at the disposal of the seller or his surrogate by the buyer.

In the event of a dispute or partial performance of the contract, payment remains due on the part of the contract which is not disputed or which has been partially performed.

In the event of the sale, transfer, pledge or contribution to the company of its goodwill or its equipment by the buyer, as well as in the event that one of the payments or the acceptance of one of the bills of exchange is not made on the due date, then the amounts due become immediately payable, irrespective of any previously agreed conditions.

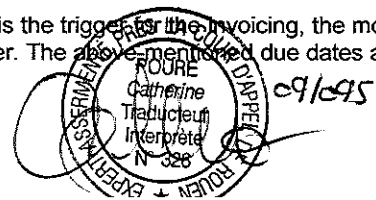
Repair and maintenance work, as well as supplementary supplies or those delivered during installation are invoiced monthly and payable in cash, net and without a discount.

In addition, if the buyer does not meet the financial conditions required by the seller or if the buyer delays payment to the seller or is already a debtor of the seller or a third party or if there is any objective reason which leads the seller to reasonably believe that the buyer is unable to pay the confirmed orders, the seller may, at his sole discretion, require the payment in cash or in advance for the delivery of goods of confirmed orders to the buyer. In the event that a buyer does not fulfil his obligation of payment for the goods delivered, the seller reserves the right, without giving up any other right, to claim the goods in order to sell them to a third party on behalf of the buyer or on his own behalf, while the buyer remains liable for any difference in price resulting from the sale of the goods at a price below the price agreed with the buyer, the case may be.

In the event of the seller initiating proceedings to obtain payment, the buyer has no right to detain the goods on his premises except to show that the judicial proceedings have ended or that a ruling has been pronounced.

In addition, failure to pay a bill or the non-return within eight days of an instrument sent for acceptance, authorises the seller, while reserving all his rights and actions, to suspend any delivery, whatever the conditions of the order, until full payment has been made and to cancel any discount which may have been allowed. In addition, twenty-four hours after an official notice by registered letter which is not followed by payment, the sale of the products not paid for will be automatically determined and the products will again become the property of the seller who wishes to take advantage of this provision; these provisions do not preclude the application of the provisions in the preceding paragraph, whereby the resale of the goods to a third party could be at a price below the price originally agreed with the defaulting buyer.

The making available of the products ordered is the trigger for the invoicing, the most often confirmed by the delivery of goods to the carrier. The above-mentioned due dates are as of that date.



In the event of payment before the due date provided in the order, a discount of 0.5% for each period of 30 days will be granted to the buyer who has specifically requested this. In case of doubt on the creditworthiness of a buyer, the seller may require him to provide guarantees of all kinds, especially a bank guarantee or a cash payment. The fixed price will then be considered net of discount as no payment due date had been expressly granted with respect to the said order.

## 8 RETENTION OF TITLE

In accordance with law number 80-335 of 12 May 1980 and by express agreement, the equipment sold remains the property of the seller until full payment of the price. The transfer of ownership does not take place in favour of the buyer until after settlement of the final instalment. As long as the ownership of the material has not been transferred, the buyer undertakes not to modify, transform or resell the equipment without the prior consent of the seller. Non-respect of payment on any of the due dates may lead to the reclaiming of the goods in accordance with the provisions of the preceding article.

These provisions do not prevent transfer to the buyer upon delivery of the risks of loss and deterioration of the goods sold and any damage which they may cause.

## 9 TRANSPORT, DELIVERY AND TRANSFER OF RISK

Unless otherwise expressly agreed between the parties, the goods are shipped under the responsibility and at the risks of the buyer once the goods are handed over to the carrier. The choice of the carrier and the route is made by the seller unless otherwise expressly stipulated by the buyer. The seller will make every effort to ensure that the loading and transportation of the goods meet the delivery times agreed with the buyer. However, delivery times shown on order receipts are for illustrative purposes only. The seller reserves the right to make partial deliveries. Any delays in deliveries or partial deliveries shall not entitle the buyer to cancel the sale, to refuse the goods or to cancel deliveries under way.

All operations related to the transportation, insurance, customs handling, bringing to the place of work, are the responsibility and at the expense and risk of the buyer who is responsible for verifying the shipments on arrival and exercising, if necessary, an appeal against the carriers even if the shipment was made free.

**The minimum order is for 150 Euros (without the possibility, in this case, of scheduling delivery on the initiative of the buyer)** for continental France and 300 Euros for any delivery outside this geographical area. To limit the administrative costs of an order, it is requested the buyer to group orders and respect the minimum quantities shown on the proposal of the seller who reserves the right to modify these minimum quantities without notice.

No deliveries of orders for standard products ("Standard Products") may be changed or cancelled without the prior agreement of the seller who reserves the right to accept or reject the change. In addition, the seller reserves the right to allocate orders from different buyers on a discretionary basis depending on availability. Notwithstanding the existence of any contrary provisions contained in these general conditions of sale, any special orders for products which are tailor made to the requirements of the buyer and, in general, any non-standard products ("Non Standard Products"), especially products sold as an assembly kit, products of manufacturers not appearing on the list of products offered by the seller and all the products identified by the seller as being neither exchangeable nor refundable ("Not Exchangeable or Redeemable Products") may not be cancelled, returned or refunded.

Returned products must follow the RMA procedure described in paragraph 12.

**10 GUARANTEES****10.1 Defects giving right to the guarantee**

The seller undertakes to remedy operational defects resulting from a defect in design, materials or performance (including assembly if this is entrusted to him) within the limits of the following provisions.

The obligation of the seller does not apply in the event of a defect resulting either from material supplied by the buyer, or a design imposed by the latter.

All guarantees are excluded for incidents relating to acts of God or *force majeure* and for replacements or repairs resulting from wear and tear of the equipment, damage or injury arising from negligence, defective installation, monitoring or maintenance and abnormal use, or use not in accordance with the instructions of the seller, of such equipment or inadequate storage conditions.

**10.2 Duration and starting point of the guarantee**

Unless otherwise expressly provided for by the parties, the guarantee of the seller will be limited to twelve (12) months from the day the product is delivered to the buyer. In the event that the guarantee of the manufacturer is granted for a longer period than that provided in these general conditions, the seller agrees, at the request of the buyer, to transfer the guarantee of the manufacturer to the latter, subject to obtaining the prior explicit consent of the manufacturer.

If shipment is delayed, the guarantee period is extended by the length of the delay. However, if the delay is not the responsibility of the seller, the extension may not exceed three months.

Spare parts or replaced parts are guaranteed for the remaining period under the terms of the guarantee referred to above.

**10.3 Obligations of the buyer**

To be able to claim the benefit of these provisions, the buyer must:

- (i) communicate to the seller prior to the order, the destination and the conditions of use of equipment
- (ii) notify the seller promptly and in writing, of any defects he attributes to the equipment and provide justification as to the reality of these defects
- (iii) give the seller every help to allow the determination of these defects and the remedying of them,
- (iv) in addition, abstain without the explicit permission of the seller, of taking it upon himself to perform, or have performed by a third party, any repair, modification or change by a third party of any part of the said equipment.

**10.4 Procedure for exercising the guarantee**

It is the responsibility of the seller thus informed to correct the defect and at his own expense and with all diligence; the seller reserves the right to modify, if necessary, the equipment devices in order to meet his obligations.

The work resulting from the guarantee shall be performed in principle in the workshops of the seller after the buyer has returned the equipment or defective parts to the seller for repair or replacement.

However, if, given the nature of the equipment, the repair must be performed at the site of the installation, the seller will bear the cost of labour for this repair, excluding the time spent in any preliminary work or disassembly and reassembly operations required by the conditions of use or the installation of this equipment and for elements not included in the supplies in question.

The cost of transporting the equipment or defective parts, as well as the return of the repaired or replaced equipment or parts shall be borne by the buyer as will also, in the case of repairs at the site of the installation, the travel costs and lodging expenses of the agents of the seller.

Replaced parts are delivered free to the seller and become his property.

**11 12 PRODUCT DEFECTS - PROCEDURE FOR RETURN OF PRODUCTS - RMA PROCEDURE**

Prior to any return of good, the buyer must first obtain the agreement of the seller both with respect to the return itself and to the financial and operational procedures.

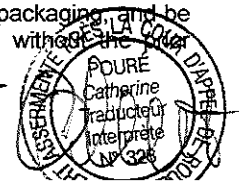
11.1 The product characteristics are those defined in the manufacturer's specifications, as published in their latest version, unless other characteristics are expressly agreed between the seller and the buyer ("Characteristics").

11.2 If at the time of transfer of risks, the goods sold are found to be defective and that such defectiveness has been notified in accordance with the procedure described above, the seller may, as he decides, exchange or repair the parts which are covered by the guarantee and the defectiveness which has been established. In the event that the seller is unable, for whatever reason, to repair or exchange the defective part within a reasonable period of time which may not be less than 2 weeks, the buyer may, as he decides, terminate the contract or request a price reduction. In this case, if the buyer has suffered harm or had to cope with unforeseen expenditure due to the seller, Article 13 of these general conditions shall apply.

11.3 In no way, can the seller be held responsible for:

- (i) orders placed by the buyer for products instead of other products for a particular use without informing the seller and obtaining his explicit agreement
- (ii) the occurrence of injury or damage of any nature whatsoever, whether due to misuse of the product in violation of the characteristics specified by the manufacturer or the exposure of a product to outside influences which could damage it such as transport, storage by the buyer under inadequate conditions or the subjection of components to excessive conditions (mechanical, electrical or thermal), etc. ... (in this case, it is recommended that before beginning work with a product, users ensure it is exactly suitable for the intended use by performing a check of the inputs, preliminary tests and any other useful checks).
- (iii) notification of the defect in the product made in excess of ten days referred to in paragraph 4 of this article,
- (iv) when other persons than the buyer are involved (third parties).

11.4 Any claims must be received by the seller within ten days of receipt of the product and in accordance with the RMA procedure as described in the next paragraph. The product in question must be made available to the seller at no cost of shipping or packaging, and be recognisable as being defective. No returned goods will be accepted without the buyer's written consent of the seller in accordance with the RMA procedure.



11.5 *RMA Procedure*: no return of a product will be accepted by the seller if it does not include a Return Material Authorisation (RMA) number issued by the seller at its sole discretion. Returned products must be packaged so as not to suffer any damage. The buyer returns the goods under his own responsibility. All products must be returned postage paid as specified in the RMA, except as expressly provided for otherwise by the seller. If the returned product is deemed to be defective, a full description of the nature of the alleged defect must accompany the returned product. If the returned product is not eligible for the RMA procedure, the product will be returned to the buyer at his expense.

## 12 LIABILITY

### 12.1 General provisions

With the exception of gross negligence or fraud on the part of the seller in the implementation of the contract and reparation of bodily injury, death or related to health in general, the liability of the seller is limited, all causes considered, to payment of a sum which, in the absence of other provisions in the contract, is limited to the amounts having been received by the day of the claim in connection with the goods or services.

The buyer undertakes not to resort to his insurers or a third party in a contractual relationship with him, against the seller or the latter's insurers beyond the limits and for the exclusions set out below.

### 12.2 Liability for direct material damage.

The seller is obliged to repair the material damage caused to the direct buyer resulting from errors attributable to the seller in the implementation of the contract. As a result, the seller is not obliged to repair the harmful consequences of the errors of the buyer or the errors not detected by the seller.

### 12.3 Liability for indirect and/or intangible harm.

Under no circumstances, will the seller be obliged to compensate the intangible and/or indirect harm such as: operating losses, profit losses or commercial harm

The liability of the seller is strictly limited to the obligations expressly stipulated in the contract. All penalties and indemnities provided for therein are in the nature of all-inclusive fully-discharging damages, excluding any other penalty or compensation.

### 12.4 Safety advice and limitation of liability

The products sold by the seller may not be used for any other purpose than that provided for by the manufacturer and according to his specifications. In any event, the products sold by the seller are not designed as components to be implanted in the human body or for use in life-saving equipment (resuscitation, rescue, etc ...) or any other application where the use of the products sold by the seller would result in death or personal injury or for the use of nuclear material or for any other purpose which might cause deterioration of the product liable to cause injury or death or particularly high monetary damages. In the event that the buyer still wishes to use the products sold by the seller under the conditions and applications described in this article, the buyer agrees to act under his sole responsibility. In addition, under such circumstances, the buyer agrees to indemnify fully and at the first request, the manufacturer and seller for any claim which might be addressed to them because of the use of products for a purpose other than provided for by the manufacturer, including legal and court fees which could result from such claims.

## 13 SAFEGUARD CLAUSE

In the case of an event of an economic or commercial unpredictably occurring after the conclusion of this contract and making its implementation prejudicial to one of the parties, the parties will meet to review the situation and try to restore the initial balance. In the event of agreement between the parties, an amendment will clarify the new provisions for implementing the contract. In case of disagreement and within 1 month of the first meeting of the parties, they will submit themselves to the mediation process provided for in Article 15 of these general conditions of sale. If mediation fails, the parties will agree on the termination of contract.

During the time of negotiation, the contract will be suspended, unless the parties agree otherwise.

## 14 MEDIATION CLAUSE

Any dispute arising from the contract may, at any time, be subject to this mediation process.

To this end, either party may so inform the other party by registered letter with acknowledgment of receipt and provide the name of one or more mediators with the aim of deciding within 15 days on the appointment of a single mediator who is accepted by both parties. At the beginning of the mediation, the parties will agree with the mediator on a mediation agreement governing the mediation process.

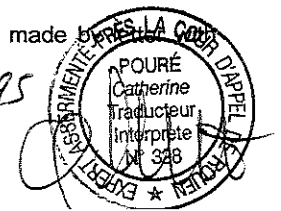
The parties agree as of now that:

- (i) The duration of the mediation may not exceed two months from referral to the mediator, except by common agreement of the parties.
- (ii) All documents and exchanges between the parties in the context of the mediation are confidential, unless agreed otherwise by the parties.
- (iii) If the parties reach an agreement within the time laid down, this will be embodied in a settlement agreement signed by each of them and the mediator and is binding.
- (iv) If the parties fail to agree on the mediator or the outcome of the mediation, the mediation has failed and either party may refer the matter to the competent court under the provisions of Article 16 below.

## 15 JURISDICTION

Failing agreement, it is expressly agreed that any dispute concerning the contract shall be the exclusive jurisdiction of the court in whose jurisdiction is located the residence of the seller, even when exercising a guarantee or there being multiple defendants, and this applies, whatever the place of delivery and method of payment accepted. If any provision of these general conditions is void under a rule of law or a court ruling which has become final, it will be deemed not written, but all the other provisions will retain all their power. In this case, the parties undertake to rewrite the provision by reflecting, wherever possible, the economic spirit and essence of the cancelled provision. The personal data used by the seller in the implementation of these general conditions are stored and processed by the latter in accordance with the Data Protection Act dated 6 January 1978, and any legal arrangement which may be made. This law gives rise to the exercise of individual rights of access, rectification or opposition by post to the seller.

For the purposes of these general conditions, notifications must be made by registered acknowledgment of receipt to the addresses of the parties.



**16 APPLICABLE LAW**

The rights and obligations of the parties are exclusively governed by French law

**17 REGULATION OF EXPORTS**

All products sold by the seller are intended to remain in the country of delivery agreed with the buyer. The re-export of goods and technical documents or related technology must be

carried out in accordance with customs regulations (judgements, decree, law, rulings, circulars, directives, orders ...) of the United States of America, the European Union and the countries concerned of the contracting parties. Re-exportation of the products sold must also meet the provisions for control of goods exported from or to third countries. The buyer undertakes to take cognisance of all the procedures for the control of exports and is to know and enforce all legislation in force and to obtain any export or re-export licence if necessary. The responsibility of the buyer is involved for any breach of these obligations.

- 6 pages -

I, the undersigned, Sworn Translator to the Court of Appeals of Rouen do hereby certify that the foregoing is a true and faithful translation of the French original signed by me "ne variatur" under Nr. 09/095  
This

26 FEB. 2009

