

1. General provisions

Sales by MANUDAX France SA (hereafter "**MANUDAX**") shall be exclusively governed by the following general conditions (hereafter the "**Sale's conditions**"). The Sale's Conditions supersede all other conditions appearing in other documents such as general purchase conditions of buyers. The conditions of sale are communicated to all buyers upon request.

Any order issued by a buyer implies that the same is aware of, and has accepted, the Sales Conditions, unless otherwise specifically indicated in the acknowledgment notice sent and signed by MANUDAX. In particular, buyer is deemed to have accepted the reservation of ownership clause of article 6 and warranties limitations set out in articles 7 to 9 which constitute the essential conditions of the present agreement.

Failure to rely on the provisions of the present Sale's conditions by MANUDAX at any given moment may not be interpreted as a waiver by MANUDAX to invoke them later on. MANUDAX reserves the right to modify the Sale's conditions at any time by observing a one month notice.

2. Formation of the contract

2.1. The information provided on the commercial documents of MANUDAX (catalogs, brochure, internet website, etc) is mainly intended for information purposes. It shall not be considered as a firm offer from MANUDAX.

2.2. Prior to any order, the buyer shall detail to MANUDAX the precise nature of its needs, and notably the nature of the contemplated use of the goods as well as the expected level of quality assurance expressed in parts per million (ppm). According to the needs of the buyer, MANUDAX sends an offer containing the designation of the goods it can offer, their price and the foreseeable time of delivery. Within three months following the date of the offer from MANUDAX (unless expressly stated otherwise), buyer shall send an order to MANUDAX by e-mail, mail or facsimile.

2.3. The contract between the buyer and MANUDAX is formed as soon as MANUDAX, on the basis of the order of the buyer, sends an acknowledgement notice summarizing the terms of the order, which is itself confirmed by the buyer by e-mail within three days following its receipt. MANUDAX shall only be bound by the terms of the present sale conditions, the acknowledgement notice and the specifications added thereto, as the case may be. The buyer's order becomes null and void if it fails to confirm the acknowledgment notice of MANUDAX within the specified time.

3. Prices

3.1. Goods are invoiced according to the prices in force at the time of the receipt of the order, as indicated in the acknowledgment notice, subject to deducting all rebates and discounts applicable to the order.

Unless, otherwise indicated, prices are unit prices in Euro before tax. They are firm. Nevertheless, if the acknowledgment notice contains a price indexation formula, this shall constitute the basis for the invoice.

3.2 Prices are EXW (Inco term 2010) unless a prior and express agreement with MANUDAX is obtained.

4. Terms of payment

4.1. Invoices are established on the day the order is shipped.

4.2. Payments are made at MANUDAX headquarter in Paris via a bill of exchange stipulated 30 days end of the month. In case the buyer is outside Metropolitan France, payments shall be made via a telegraphic transfer.

In case of a first order, payment shall be made by cheque at MANUDAX headquarter on the day the order is issued.

Payments are deemed to have been made on the day the funds are effectively made available to MANUDAX.

Any payment pays off the oldest debt.

4.3. In case of any payment incident or of any apparent lack of solvency of a client, MANUDAX shall be entitled to:

- Require a cash payment;
- Refuse new orders ;
- Interrupt deliveries within 8 days following an injunction to pay which was left without effect.

Moreover, in case of deferred payments, if an injunction to pay is not complied with within 8 days, payments become immediately due and sales in progress shall be cancelled.

4.4. Penalties shall be imposed if the payment is not made within the time limit indicated on the invoice. Late penalties' rate corresponds to the rate applied by the European Central Bank to its most recent refinancing transaction, plus seven hundred base points.

4.5. No discount will be granted in case of an early payment.

5. Delivery and transfer of risks

5.1. Unless otherwise expressed by parties, Inco term EXW 2010 is applicable to sales between parties. MANUDAX FRANCE ZA-Les Petites Haies-28 rue de Valenton-BP302-94709 MAISONS-ALFORT Cedex.

MANUDAX will inform buyer when the goods are available in its warehouse.

From the moment the risks are transferred until the full payment of the price, buyer has the duty to subscribe to an insurance covering all risks, notably risks related to theft, accidental destruction or damages, and should justify thereof at any time, on a simple request of MANUDAX.

5.2. Delivery delays are indicated for information purpose only. Any delivery delay may neither give rise to claims for damages nor lead to the cancellation of orders.

6. Transfer of title

6.1. MANUDAX maintains ownership of goods until effective payment is made in full of the principal as well as all other accessories. Until such date, goods are considered as placed in consignment at the buyer's. Failure to pay on the due dates allows MANUDAX to claim back the goods at the buyer's sole risk and expense.

6.2. The buyer must inform its own clients and their sub contractors of the provisions of the above mentioned article 6.1.

7. Conformity of the goods

7.1. At the time of delivery, it is the buyer's duty to examine the goods and make sure they conform to the terms of the acknowledgement notice.

In case of lack of conformity, the buyer shall put down clear, precise and complete reservations on the delivery form. Such reservations are to be confirmed or addressed to the shipping company and MANUDAX by registered letter with acknowledgement notice within three days following the

receipt, pursuant article L. 133-3 of the French Commercial Code. Finally, the buyer shall request, if necessary, the appointment of a court appointed expert pursuant to article L. 133-4 of the same Code. In any event, the buyer keeps the goods at the disposal of MANUDAX for inspection and ensures they are well kept until the dispute is resolved.

In the absence of reservations being duly formulated, the goods are deemed to have been accepted by the buyer.

7.2. The buyer loses the right to claim on the conformity of delivered goods or on their apparent defects if no reservations have been formulated pursuant to article 3.1 above. Moreover, the action on the basis of reserve duly formulated must be brought within 2 months following the receipt of the letter confirming reservations.

In case delivered goods are recognized as none conforming by MANUDAX or by a definitive court decision, MANUDAX shall, at its expenses, cause the goods to be conforming or shall replace them excluding the award of any additional damages. In such a case, buyer must, at its expense, send back the non conforming goods to MANUDAX.

8. Guarantee

8.1. Unless otherwise agreed by the parties, in the acknowledgment notice described under article 2.3 above, MANUDAX, acting as a simple seller of manufactured goods guarantees neither the technical characteristics of the goods sold nor their suitability to the purpose of the Buyer.

In all cases, it shall be the buyer's duty to test the goods and/or to examine their conformity with those equipments into which they are to be incorporated.

8.2. From the delivery date and for a period of 6 months, the goods sold are covered by a warranty limited to replacement or free repair of parts duly recognized as defective, excluding any other warranty or coverage for damages.

Nevertheless, this warranty cannot be activated unless the following conditions are met:

- The buyer notified the defect to MANUDAX by registered letter with acknowledgment of receipt within the 6 months period set forth in the preceding paragraph ;
- The buyer is able to prove the existence of a defect which must be inherent to the sold good ;
- The present warranty does not cover the wearing out of goods due to the effect of time, nor damages resulting from negligence or faulty use of goods, lack of experience of the user or a material accident.
- The buyer shall keep the goods at the disposal of MANUDAX for inspection and repair as soon as they become deteriorated ;
- Hidden defects shall be admitted by MANUDAX following a contradictory analysis by the parties or following a definitive court decision ;
- Once hidden defects are established, the Buyer shall deliver the defective goods, at its own expenses, to the workshop chosen by MANUDAX.

8.3. Warranties shall not benefit to professionals having the same speciality as MANUDAX or with a specialty implying a perfect knowledge of the products sold by MANUDAX.

8.4. The buyer shall pass the limitation of warranties set out in this article on to its own clients and shall safeguard MANUDAX against all actions which could be brought on that basis.

9. Liability

9.1. The buyer shall carry out use tests on the Products before any mass production in the event he can reasonably think that such products are defective or non conforming. Failure to carry out such tests shall deprive the buyer from any guarantee or indemnification.

9.2. The buyer shall ensure traceability of MANUDAX products in order to allow identification of the MANUDAX products that have been incorporated into other products and the clients to which such products have been delivered to. In any event, MANUDAX shall not be held liable for any payment of any cost incurred due to the failure of the buyer's traceability procedure.

9.3. MANUDAX may not, in any case, be held liable for damages caused by its defective products, the defects of which would need to be demonstrated by the buyer pursuant to article 1386-1 of the French civil code, to professional assets or mostly not private assets of the buyer or of any other professional to whom the goods have been resold.

9.4. Buyer commits itself to forwarding to MANUDAX, as soon as possible, any claim against its products initiated by a client, a consumer or a third party. And it also commits itself to consulting MANUDAX before providing any written or oral response to such claims. Responses made without prior consultation of MANUDAX are not opposable to the same and may trigger the buyer's liability if damage is caused to the reputation of MANUDAX.

10. Confidentiality [for MANUDAX: please check whether this clause is useful]

Documents and/or specific information of any nature in particular technical or commercial which will be communicated by MANUDAX to the buyer are strictly confidential.

Making copies of, disclosing or communicating such documents to a third party without the express written authorization of MANUDAX is strictly forbidden.

11. Force Majeure

MANUDAX shall not be under any liability whatsoever to the buyer in the event of non performance of its contractual obligations directly or indirectly caused by unforeseen circumstances beyond MANUDAX and its suppliers' control. In such a case, the performance of the sale contract shall be suspended.

Unforeseen circumstances refer to exceptional events which prevent or delay, in a temporary or permanent way, production, delivery or dispatch of products such as:

- War, events similar to war, mobilization, calling out of the army, embargo, fire, riot or insurrection
- Interruption of the manufacturing process resulting from a strike, lock out, shortage of materials or sudden or abnormal price increase of raw material.

12. Jurisdiction clause and applicable law

Disputes related to the interpretation of the Sale's Conditions, the formation, the performance or the termination of contracts entered into as a result thereof, shall be subject to French law and to the exclusive jurisdiction of the courts in which jurisdiction MANDUAX registered office is located.