

Sales conditions

1. Opposability

These sales conditions are sent with our bid to all purchasers to raise an order. Consequently, raising an order implies full, unreserved acceptance of these conditions, excluding any other type of document such as a brochure or catalogue, which only give approximate information. No special condition can have priority over these conditions, except if formal written approval is received from Ebo Systems. Furthermore, the purchaser renounces his own general purchasing conditions. The fact that Ebo Systems does not invoke, at a given moment, one of the present conditions, cannot be interpreted as being a renunciation of future invocations of such a condition.

2. Contract validity

Bids by Ebo Systems are only valid for a duration of 2 (two) months unless specified otherwise. Orders are only definitively accepted when they have been confirmed in writing by Ebo Systems and where applicable, after payment of the agreed advance. The fact that the purchaser does not reply within 8 (eight) days following the sending of written conformation, is equal to express acceptance by the purchaser. Should an order that has become definitive be cancelled, the entire purchase price will be invoiced to the purchaser and become immediately payable. Ebo Systems none the less reserves the right, in case of a drop in the credit rating of the purchaser, or if Ebo Systems has legitimate reason to consider that the purchaser will be incapable of paying the purchase price at the agreed deadlines:

- either to cancel an order in progress, even if definitive
 - or to demand first rate guarantees, or a payment before delivery, it being understood that payment means effective cashing of the payment instrument.
- The order is specifically intended for the purchaser and cannot be transferred without prior written approval from Ebo Systems.

3. Object of the delivery

Ebo Systems reserves the right to make any change to the presentation, shape, size and design at any time it considers useful to its products without being obliged to modify ordered goods being manufactured. Ebo Systems also reserves the right to modify, without prior warning, the products defined in its pamphlets and catalogues. None the less, in case of changes to standards or improvements to products ordered before delivery Ebo Systems reserves the right to make the technical changes necessary without the object ordered being modified.

4. Shipment

Any increase to cost of shipment, to taxes or miscellaneous duties occurring during performance of the contract is entirely paid by the purchaser except if there are special or contrary provisions in the price legislation. Special packaging, maritime freight or insurance where applicable, shall be invoiced at the tariff in force at the moment of shipment.

5. Delivery turnaround times

5.1 Delivery turnaround times are given for information purposes and are not guaranteed. Ebo Systems is authorized to make global or partial deliveries. Overshooting of delivery times cannot give rise to compensation and interest, nor discounts or cancellations of orders, unless contrary provisions are agreed in writing with the purchaser. Ebo Systems may be released from its commitment to deliver in case of *force majeure*. Without this list being comprehensive, *force majeure* includes: war, uprisings, strikes or combined action by the personnel of the suppliers of Ebo Systems or service suppliers Ebo Systems uses to carry out orders.

5.2 In all cases, delivery within the agreed turnaround times can only take place if the purchaser has fully satisfied all his commitments to Ebo Systems, no matter what the reason, especially those resulting from article 2 of these conditions.

6. Delivery costs and risks

Goods are delivered in compliance with Incoterms I.C.C. dated January 2000. As of the delivery, as defined in Article 4 of these conditions, the goods travel at the expense and risk of the purchaser, who is responsible in case of damage or missing articles to make any necessary reservations and to take all steps to preserve his rights of action against the shipper. The shipper designated by Ebo Systems, works on the behalf of, at the expense of and risk of the purchaser. Unless prior written instructions are received from the purchaser, repeated for each shipment and reception confirmed by Ebo Systems, Ebo Systems is not bound to take out any insurance, declaration of value or make any declaration of interest at delivery on behalf of the purchaser, no matter what might be the value of the goods shipped. The costs relating to the services undertaken by Ebo Systems on behalf of the purchaser are fully invoiced to the purchaser. In no case whatsoever can Ebo Systems be held responsible for the method of payment selected and the tariff applied by the shipper.

7. Reception

Notwithstanding any prejudice to the measures to take with regard to the shipper, claims for missing articles, visible defects or non-compliance of goods delivered with regard to goods ordered or the bill of lading, must be made in writing and sent by registered letter with acknowledgement, within 8 (eight) days following delivery of such goods. Beyond this period of time, no claim will be accepted. The purchaser shall leave Ebo Systems leeway to confirm these faults and to remedy them. The purchaser promises not to take any action himself, nor bring in a third party for this purpose.

8. Return of products

No return of products shall be carried out without prior written authorization from Ebo Systems. The cost and risk of return of products is always at the expense of the purchaser. In case of visible defects or the non-conformity of delivered goods, duly recorded by Ebo systems under the condition scheduled in Article 7 of these conditions, the purchaser may obtain reimbursement of the price paid, excluding any indemnity and compensation. On the other hand, if the claims made by the purchaser are not substantiated, Ebo Systems has the right to invoice him for all non-substantiated travel, goods inspection and transport expenses.

9. Guarantee

Ebo Systems are ISO 9001 certified. Products are guaranteed against any functional fault for a duration of 6 (six) months as of the date of delivery. Under this guarantee, the only commitment encumbering Ebo Systems will be the reimbursement of the purchase price, excluding any compensation, no matter what it might be. In no case whatsoever can the liability of Ebo Systems exceed the price of the products. To be taken into account, any defective product under guaranteed must be returned at the expense and risk of the purchaser with a return note, once accepted by Ebo Systems.

10. Guarantee exclusions

Any demand with an aim to implementing the guarantee can only be accepted if the purchaser is up to date with his financial commitments with regard to Ebo Systems. Defects and damage caused by normal wear, accidental causes, negligence, malicious intent, implementation not in compliance with good works practice, protection and safety standards, regulations in force, repair by third parties or even defective maintenance shall be excluded from the guarantee.

11. Price

Products are provided at the price rate in force on the date of the order. Prices are net, ex plant, special packaging in addition.

12. Payment methods

Invoices are payable cash on reception, by check, signed and accepted letter of credit, protest not being necessary or any other accepted method of payment. In case of payment by letters of credit, the purchaser is bound to return the letters accepted and signed within a maximum of 7 (seven) days. Payment according to these general sales conditions is not simply the fact of paying by check or by letter of credit, but its effective cashing at the scheduled date. Any drop to the purchaser credit rating may substantiate the demand for first rate guarantees or cash payment when ordering or payment by sight draft prior to execution of orders received or before the due date of issued invoices. Ebo Systems reserves the right at all times, according to the risks involved, to set a maximum credit allowance for each purchaser, it being understood that these modalities are valid for all orders in progress. The refusal by the purchaser to meet these conditions gives Ebo Systems the right either to cancel all or part of the orders or to demand immediate payment of all sums due.

13. Late payment or failure to pay

In case of late payment, Ebo Systems may suspend all orders in progress without any prejudice to any other means of action. Any sum not paid at the scheduled payment time will give rise by full right and without any prior warning, to payment of late payment interest at a rate equal to one and a half times the legal interest rate in force in France, from the due date up to the payment date. In case of failure to pay forty-eight hours after formal notice without response, the sale shall be cancelled by full right if considered necessary by Ebo Systems, who can request restitution of products, without prejudice for other compensation. The resolution will not simply affect the order involved but also all previous orders whether delivered or being delivered and related payment, whether due or not. In case of payment by letter of credit, the returned letter shall be considered as a refusal to accept, assimilated to a failure to pay. Non-payment of a single invoice or at a payment date will result in the immediate payment of all sums due without other warnings. In all preceding cases, the sums due for other reasons or any other cause become immediately payable if Ebo Systems does not opt for the resolution of the corresponding orders. The purchaser shall reimburse, other than the principle and the interest, all expenses caused by the recovery by litigation of sums due, as well as a 15% (fifteen percent) penalty of the unpaid sum. In no case may payments be suspended or be the subject of any compensation without prior written approval from Ebo Systems. All partial payments shall first used to pay compensation and penalties, then the sums with the oldest due payment date. No failure to pay, or late payment, can be justified later by a claim. Lastly, reference to the stipulations made in Article 2 of these general sales conditions is made.

14. Transfer of risks

Transfer of risks takes place as of the moment the goods are made available to the purchaser at a location agreed upon with Ebo Systems at the date, or within the stipulated time frame, or as of the moment such goods have been delivered to the terminal of the forwarder, agreed with the purchaser. As of this moment, the goods are shipped at the risk and the expense of the purchaser.

15. Right of ownership

Ebo Systems reserves the ownership of delivered goods until the full payment of the sum due by the purchaser is received. The purchaser is bound to keep goods in perfect condition and to insure goods on behalf of the owner against all usual risks, especially loss, destruction or theft, with the indemnity being delegated in case of a problem to Ebo Systems. Ebo Systems must immediately be informed about any accident. The purchaser promises to immediately inform Ebo Systems in the case of settlement or judicial winding-up, in case of seizure or any other procedure initiated by a third party and to inform Ebo Systems of the exact location where delivered goods not yet paid for are stored. The purchaser promises not to use delivered unpaid for goods as security and in general not to carry out any operation likely to cause prejudice to the right of ownership of Ebo Systems. In case of resale of delivered goods, whether or not the purchaser is authorized, the purchaser declares now to declare to Ebo Systems the debt resulting from the sale to a sub-purchaser and authorizes Ebo Systems to cash the price paid by the sub-purchaser, up to the total sum of his debt with the purchaser. The purchaser promises to inform Ebo Systems immediately of the exact and complete identity of any sub-purchaser, who will be informed by the purchaser of the right of ownership by Ebo Systems, at the latest at the moment of signing the contract. Any violation by the purchaser with regard to the obligations stipulated in this clause or in the general sales conditions shall be sanctioned by full rights by the event of default. The claim by Ebo Systems to the goods of which the ownership is reserved is by means of registered letter with acknowledgement, sent to the purchaser, requiring him to return the goods in his possession to Ebo Systems. The claim of goods under reserve of ownership neither constitutes a resolution nor cancellation to the sales contract. The claim may be made by Ebo Systems in case of non-observance of any of the commitments by the purchaser, especially non-acceptance of a letter of credit, in which case Ebo Systems will have all legal rights to think that the purchaser is not capable of observing the agreed payment dates. All expenses caused by the claiming of goods or their corresponding sum are at the exclusive cost of the purchaser.

16. Court of competent jurisdiction and applicable law

The court of competent jurisdiction is expressly allocated to the courts of BRIEY - France, who will decide on the application of French law unless Ebo Systems decides to nominate another court of competent jurisdiction.