

TERMS OF SALE (Components and materials)

The Seller hereinafter referred to is PROTEOR SAS, registered with the RCS of Dijon under Nr 542 083 704, whose head office is located at 6 rue de la Redoute, 21850 Saint Apollinaire, France. The Buyer or Customer hereinafter referred to is a professional, Customer of the Seller. The Goods or the Product is the subject of the order, either it appears in the Seller's catalog-price list, or it is manufactured on request according to an estimate.

ORDERS

1. Unless express dispensation, each order of Goods placed by the Buyer implies express acceptance, without reservation, of these terms of sale that take precedence over any other document, including all terms of purchase of the Purchaser or any statement on its own purchase orders, except under special conditions subject to express agreement.

2. Orders must be confirmed in writing by the Customer, complete and clearly specified in all details. Sending the order constitutes for the Buyer the firm and irrevocable commitment to accept the delivery of the ordered Goods and to make full payment. Delivery date is understood as meaning after all technical and commercial details, as well as delivery terms, are finalized by the Seller.

3. Unless otherwise stated, the offers of the Seller are valid for one month (30 working days), three months (90 working days) for export, after submission. If the Buyer's acceptance fails to comply fully with the offer or estimate, the agreement is only deemed to be made after written agreement is received from the Buyer. The Seller reserves the right to refuse any order that it considers to have abnormal features. Any alteration requiring further studies or a change in supply may entail a change in the price or delivery date. Drawings, documents and studies provided by the Seller to the Buyer remain the Seller's property and may not, without formal express authorization, be disclosed to third parties or used by third parties for production purposes. These drawings, documents and other studies shall be returned to the Seller if the order is not concluded.

4. If the Buyer wishes to cancel an order or a part of an order, it shall formulate it in writing. The Seller informs the Buyer in writing of whether or not this cancellation is possible, depending on the progress of this order. In the event of cancellation of the order, the indemnity due is based on the state of progress of the design and manufacture of the Goods.

DECISIVE CONDITION FOR THE SELLER

The Seller has agreed to sell to the Customer because of the payment guarantees granted. Would these guarantees change significantly, the Seller reserves the possibility either to cancel any agreement with the Customer, or to suspend this agreement until the provision of additional financial guarantees.

PRICE

The prices of the Seller are net, excluding taxes, transport and packaging costs; ex-work for France ; carriage unpaid for DOM-TOM (French overseas departments and territories) and export (Incoterms 2010), unless otherwise stated. They are calculated on the basis of purchasing terms granted by Supplier and may be altered at any time without notice in response to changes in the costs of raw materials, cost schedule structures of suppliers or the exchange rate, within the scope of the legislation in force.

PAYMENT

Goods are billed according to the price list in force as of the delivery date or according to the estimate. Payment is made to the address of the Seller specified on the invoice, settlement at thirty days end-of-month, preferably by bank transfer to the account indicated by the Seller. No discount will be granted for anticipated payment. The making out of drafts does not constitute a dispensation or substitution for payment. The first delivery is made cash or cash on delivery. For export, payment shall be made in Dijon by irrevocable documentary credit confirmed by a French bank (according to UCP600 currently applicable), payable at sight, unless otherwise agreed by PROTEOR. The costs of documentary credit will be borne by the drawee. Any delay in payment will entail as of right a delay penalty calculated by applying to the due amount the legal interest rate of the European Central Bank multiplied by 3. This penalty does not hinder the repayability of the debt and no notice of demand is required, the debtor being considered as such by simple occurrence of the due date. The lump sum compensation for costs of recovery shall be due. Failure to pay at a settlement date means that any subsequent payments become payable immediately. The last above-mentioned provision does not apply in the case of a partially contested invoice, provided that it has been acknowledged as justified for the extra amount. In the event of

late payment that cannot be ascribed to an act of God or failure on the part of the Supplier, the corresponding exchange loss and late payment interest shall be borne by the Customer. In the event of billing in foreign currencies, the exchange loss shall be borne by the Customer.

DELIVERY

1. Agreed delivery dates are given as a guide only. They do not constitute a definite commitment and possible delivery delays cannot entail cancellation of the sale, refusal of the Goods, penalties or damages.

2. a) Deliveries in France: delivery is always deemed to be made at our warehouses. Dispatch is made carriage payment advanced. Goods are carried at the addressee's risk. The Customer is therefore responsible for guaranteeing its rights and complying with article L.133-3 of the French Commercial Code by declaring any claim within three days to the carrier.

b) For DOM-TOM (French overseas departments and territories) and for export, delivery is made carriage unpaid (Incoterms 2010), unless otherwise specified.

3. The Manufacturer reserves the right to make partial deliveries with the corresponding invoices ; any partial delivery shall be regarded as a separate contract and consequently the Buyer may under no circumstances claim to be waiting for the remainder of the ordered Goods to defer the corresponding payment.

4. The Manufacturer is released from its delivery obligation for reasons of Act of God within the meaning of article 1218 of the Civil Code. Moreover any event beyond the control of the Seller may lead, at its request, to either an extension of time for order completion or the cancellation of the order, and release the Seller from any payment of damages.

5. If, as a result of any action by the Customer, delivery cannot be made at the planned date, the Seller reserves the right to use the Goods, or if the order involves special purpose production to pass on the handling and storage costs at the rate of 1.5 % per month of delay from the date specified in the order.

RETENTION OF PROPERTY

The Seller expressly reserves ownership of the Goods delivered until full payment of the price in principal and interest, wherever they are, including the Customer's stores, warehouses or personal accommodation, the risks being transferred to the Customer as soon as the Goods are taken over for sales in France. For sales outside France, the transfer of risk is defined by the Incoterm 2010 chosen. This retention of title is enforceable against creditors and liquidator agents in the event of receivership or judicial liquidation of the Customer.

Unpaid Goods shall be returned to the Seller at the expense and risk of the Customer, 10 days after the formal notice to pay by registered letter with acknowledgment of receipt has remained without effect.

GENERAL WARRANTY (professionals)

The Products should be used for the purpose they are intended to, and not for any other. The Seller cannot be held liable for any use of the Products that fails to comply with the Seller's instructions. The warranty is limited to replacement or repair in the Seller's workshops of the part recognized as defective and will never include any compensatory indemnity or reimbursement of assembly or transportation costs. Transportation costs in connection with the implementation of the warranty, both out-and-return, shall be borne by the Purchaser. The warranty does not cover replacements or repairs resulting from normal wear and tear of the Goods, damage or accidents caused by negligence, lack of care and supervision, inadequate storage conditions, nonconforming installation, or failure to adhere to the instructions for care and use. The warranty is void if the Goods is altered or repaired without the Seller's agreement. Replacement, alteration or repair of parts during the warranty period shall not extend the Goods warranty period. No claims relating to quantity or quality of supplied Goods are accepted within height working days from the date the Goods are received.

REPAIR

Repairs in the Seller's workshops shall be carried out at the fairest price and shall be subject to a repair agreement based on an estimate provided by the Seller. Labour and out-and-return carriage charges are borne by the Customer. Goods sent back from abroad for repair must be sent under temporary transit.

RETURN - EXCHANGE

Return of Goods are possible on an exceptional basis only, after prior written agreement from the Seller, for Goods in as-new condition, in their original packaging and that were delivered within the previous fifteen days. No return will be

valid without the prior written consent of the Seller. Goods must be returned carriage and packaging paid, indicating the number and date of the delivery note and only for a subsequent exchange of Goods. However, Goods of a special order cannot be exchanged or returned. The Seller cannot be held liable for handling or storage that is not adapted to the packaging provided.

JURISDICTION

In the event of a dispute arising from the execution or interpretation of these Terms of Sales, and in the absence of an amicable settlement, the courts of DIJON, ruling under French law, have sole jurisdiction whatever the terms of sale and means of payment accepted, even in case of accessory claim, claim for contribution from third party or several defendants.