

GENERAL TERMS AND CONDITIONS OF SALE

1. Introduction

These general terms and conditions of sale (hereinafter referred to as "GTCS") apply to all offers for sale, order confirmations, sales and/or deliveries of products and/or services, including all relating information referred to in Article 14 herein, of Laserson S.A., 6, avenue des Grenots, 91150 Etampes («Laserson»). By placing an order, the purchaser unconditionally agrees to these GTCS, regardless of any conflicting provisions set forth in the purchaser's order forms, general terms and conditions of purchase or any other document, unless expressly otherwise agreed to in writing between Laserson and the purchaser. Laserson's acceptance of a provision which conflicts with any provision(s) of these GTCS shall have no effect on the validity and/or enforceability of the remaining provisions of such GTCS. No waiver from Laserson, whether express or implied, of any of the provisions of these GTCS shall be construed to be a waiver of any subsequent Laserson's right to rely on any such provisions, or on any other provision, of these GTCS.

2. Changes to the GTCS

In the event of a change made to these GTCS, the GTCS so modified will take effect upon communication to the purchaser. However, such modified GTCS shall not apply to outstanding orders unless required by law. In the event of staggered deliveries, the modified GTCS will apply as from the next delivery.

3. Prices and offers

Unless as otherwise agreed to between Laserson and the purchaser, our prices are calculated in euros per kilogram, EXW Saran (45770), France (Incoterms 2000, ICC), excluding any tax, but including the costs of packaging and may vary depending on the variations of the exchange rates. All offers are not binding in any way whatsoever for so long as they have not been fully confirmed in writing by the purchaser, in particular such offers are always subject to in-between sales and to the availability and timely receipt of the products concerned at Laserson's warehouse.

4. Use

The sales of Laserson's products are strictly reserved to professionals duly registered in the relevant trade register and fully capable of properly using the products without any risk to the end user, including customers. It is expressly agreed that, by placing an order with Laserson, the purchaser expressly warrants that it has such capacity and, in this respect, assumes any and all liability for the purchase, resale and/or use of such products. Laserson reserves its right to refuse or revoke an order, at its sole discretion, if Laserson has reasons to believe that the purchaser does not provide all necessary guaranties in this regard. All of Laserson's commercial and/or technical documents are for the exclusive use of their designee and shall not be disclosed to any third party without Laserson's prior written approval.

5. Orders

All orders shall be sent by fax or e-mail. No orders received by Laserson shall be binding until such orders have been duly accepted in writing by an authorized officer of Laserson. Laserson shall accept the order by sending an acknowledgement of receipt to the purchaser by e-mail or fax. Laserson's failure to send such acknowledgement of receipt shall in no event mean acceptance of an order and the purchaser shall carefully check such acknowledgement of receipt, failing which no claim for wrong delivery will be receivable. Delivery times are for reference purposes only and no delay in delivery shall entitle the purchaser to cancel a sale, reduce a price, refuse to take delivery or make payment, claim damages, interests for late delivery, or any partial refund or set-off of any payment then due or paid. Posted confirmations of orders which have already been sent by fax or e-mail must also feature the legible mention "Confirmation", failing which no return will be accepted in the event of products delivered twice.

6. Minimum amounts ordered

800 euros excluding any tax, per delivery.

7. Terms of payment

Laserson's invoices are payable upon receipt thereof, unless otherwise agreed to in writing. Any bank commissions or other charges shall be shared between Laserson and the purchaser on a 50/50 basis. Laserson reserves its right to request other conditions at its sole discretion, including early payments, with no discount. In the event Laserson agrees to postpone a deadline for payment, the value date will be calculated from the date of issuance of the corresponding invoice and under no circumstances from the date of receipt of such invoice by the addressee. In the event of late payment(s), an interest rate of three (3) times the French legal annual interest rate will be charged on the sum(s) still due, including taxes, in accordance with applicable laws and regulations, and without prejudice to any other remedies provided pursuant to these GTCS or any other agreement between Laserson and the purchaser or applicable law. Any late or partial payment will be reported



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to Laserson's credit insurer and will result in the suspension of further deliveries and all outstanding and accrued sums becoming immediately due and payable.

8. Retention of title

Laserson shall retain title to all products until full payment of the price and accrued interests therefor have been received. If a payment is not received by the agreed date of payment, the corresponding sale may be automatically rescinded and Laserson shall keep any deposit or partial payment made in advance, without prejudice to any remedies provided pursuant to these GTCS or any other agreement between Laserson and the purchaser or applicable law. Accordingly, the purchaser undertakes (i) not to pledge or give any other form of security on the products, and (ii) to obtain and maintain in force, with a reputable insurer, a policy of general liability insurance covering the purchaser for any risk of loss, theft, damage and destruction of the products. The purchaser shall also notify its own insurer of Laserson's property retention title on the products. If payment is made by cheque or other means (including bills of exchange), payment shall not be considered received until it has been effectively collected by Laserson.

9. Shipping and delivery

The products sold by Laserson are shipped from Laserson's warehouses or those of Laserson's suppliers. Unless expressly otherwise agreed to between Laserson and the purchaser, the products shall be shipped from France at the purchaser's own risks. For international sales, the split of costs and transfer of risks will be determined by the agreed Incoterm at the date the relevant order was placed (according to edition of "Incoterms" published by the International Chamber of Commerce currently in force as at such date). Laserson reserves its right to make full or partial deliveries. The purchaser undertakes to take delivery of all products ordered, so long as and to the extent they are in good condition, failing which the purchaser will be liable for any and all expenses incurred in connection with such refusal of the delivery.

10. Claims

The purchaser shall be solely responsible for controlling that, upon delivery, the products are delivered in accordance with the relevant order. In the event of a claim based on apparent discrepancies with such order (including damaged or missing products or products not otherwise in accordance with the order), Laserson shall consider receivable only those claims for which reservations have been duly noted on the way-bill in the presence of the carrier and which are confirmed within three (3) business days by recorded letter sent to the carrier with a copy to Laserson. In that case, the consignee of the products must keep such products as is at its place for ten (10) days in order to give the carrier sufficient time to receive the letter and contact its insurer. The compliance to this procedure is mandatory; failing which the products shall be deemed delivered in compliance with the corresponding order (both in quality and quantity) and the purchaser or the consignee shall not be entitled to any remedy in this respect.

Claims based on non apparent defects at the time of delivery shall be considered receivable by Laserson only if Laserson is duly notified of such defects, by recorded letter with acknowledgement of receipt, within seven (7) days after the products are received and if such products are properly stored in their original packaging. Any such claim shall not be based on any product specification(s) different from those provided by Laserson's suppliers or otherwise expressly agreed to between Laserson and the purchaser.

11. Returns of products

No return of product, for any reason, will be accepted without Laserson's prior written approval. Returns of products ordered by mistake will not be accepted, unless under exceptional circumstances, in which case such products shall be returned, carriage paid, at the purchaser's own risk and expense.

12. Jurisdiction and applicable law

Laserson and the purchaser shall first try to resolve amicably any dispute arising out of or in connection with a sale, offer for sale or delivery by Laserson or the performance or interpretation of these GTCS. In the event Laserson and the purchaser fail to find an amicable solution, such dispute shall be submitted to the exclusive jurisdiction of the Evry (91), France, commercial courts, even in case of multiple defendants or third-party notices. Without regard to the principles of conflicts of laws, all sales, offers for sale or deliveries and/or these GTCS are governed and construed in accordance with the laws of France, regardless of the place of delivery of the products.

13. Force Majeure

Neither Laserson nor a purchaser shall be deemed in default of these GTCS to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of force majeure. For the purposes of these GTCS, an event of force majeure is any act which is not reasonably within the control of and affecting, directly or indirectly (through the suppliers, subcontractors, customers, carriers and/or other



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business partners) Laserson or the purchaser, such as, without limitation, act of God, act or regulation of any governmental or supra-national authority, national emergency, industrial dispute, accident, total or partial

strike, lockout, fire, war, riot, flooding, storm, epidemic, natural disaster, breakdown or disruption of transport, power outage or failure and damage to, shortage or disruption in the supply of raw materials and/or packaging.

Provided that Laserson gives the purchaser written notice of an event of force majeure promptly upon discovery thereof, Laserson shall have the right to terminate any order of products, confirmed or not, if such event of force majeure continues for more than three (3) months.

14. Warranty and limitation of liability

Our warranty and our liability are strictly limited to replacement of the products which do not meet Laserson's specifications or those of Laserson's suppliers, in accordance with Article 10 of these GTCS. Notwithstanding anything to the contrary in these GTCS and/or in any offer for sale or order, confirmed or not, Laserson shall not be liable to the purchaser on the ground of any representation, warranty, condition or other term, whether express or implied, set forth in these GTCS and/or in any offer for sale or order, confirmed or not, and/or pursuant to any applicable law and regulation, for any consequential loss or damage (whether for loss of profit or otherwise, irrespective of whether such loss has been caused by Laserson's negligence) arising out of or in connection with any act or omission of Laserson pursuant to these GTCS. Such warranty and indemnity expressly exclude any payment of any compensation for any reason whatsoever.

Our technical and commercial information are provided for information purposes only without any guarantee and are based on our knowledge when drafted and particularly on the data communicated by our suppliers. Our products are exclusively destined to high-skilled professionals fully enabled to evaluate their risks and having acquired all necessary knowledge and know-how to use them in a suitable way in conformity with applicable laws and regulations (including patents) in force, such professionals strictly remaining the only persons liable for such use; any purchaser acknowledges and approves it when ordering. In case of resale of products, Laserson shall bear no liability whatsoever towards any subsequent sub-purchaser.