

GENERAL SALES CONDITIONS

ARTICLE 1: OBJECT AND ORDERS

- 1.1 This agreement has for its object the purchase of one or more pieces of Equipment as described in the attached annexes, Quotation, Delivery Note or Installation report.
- 1.2 The Client certifies that all the information given to the Vendor for the "setting up" of this agreement is correct.
The Client further acknowledges that it has selected the Equipment that they wish to purchase, as well as his supplier and has decided upon all technical specifications, conventional guarantees and conditions of the order and in particular the delivery times.
- 1.3 Upon the placing of the order and acceptance of the Quotation, the Client is deemed to have chosen the Equipment in accordance with their needs and to use the equipment in compliance with conventional usage, so that the Client will not be engaged upon for his responsibilities.

ARTICLE 2: DELIVERY

- 2.1 The delivery is assured by the Vendor, except if a particular case specified in the Quotation applies, by all means of transport available to the Vendor. This obligation does not impose on the Vendor any liability due to a late delivery. The Client is required to inspect the Equipment upon delivery to verify the state of the products received and in the case of any damage, the Client is required to note their reservations in detail on the delivery receipt and to return the claim by Registered Post to the Carrier Company, within three (3) days of the delivery. The Client has the obligation to inform the Vendor as soon as possible.
- 2.2 The delivery dates specified in the proposals or the acknowledgment of receipt of order are of an approximate time scale.
- 2.3 Any delay in the delivery of the Equipment does not permit the cancellation of an order nor does it give rise to any indemnity, or any penalty for late delivery.

ARTICLE 3: INSTALLATION - RECEIPT OF GOODS

- 3.1 The Client shall make sure that the site of installation meets all the necessary requirements for the installation of the Equipment, in conformity with the manufacturer's prescription and with the regulatory laws in place.
- 3.2 A qualified technician in all cases or wherever necessary shall carry out the installation of the Equipment, following the procedures and program tests developed by the manufacturer. In certain cases the installation takes effect by the simple delivery of the Equipment.
- 3.3 At the same time as the installation of the Equipment, an Installation Report shall be produced, which will be signed by both parties. The Installation Report establishes the technical functioning of the Equipment and will also start the contract duration.
- 3.4 The Client has five (5) working days to notify the Vendor of any defect in the Equipment following installation. If no such notification is given it shall be conclusively presumed that the Equipment is complete and in good order and fit for the purpose for which it is required and is in every way satisfactory to the Client.

ARTICLE 4: INSCRIPTION

The Equipment shall bear fixed identification plates or other systems of identification indicating the ownership of the Vendor. The Client should verify that the Equipment does not have any other identification plates or inscriptions that could be interpreted as claiming ownership by a party other than the Vendor.

ARTICLE 5: PAYMENT METHODS

Except by acceptance and written agreement from the Vendor of the Client's general purchase conditions, only the Vendor's general conditions are applicable.

- 5.1 Payment is fixed and shall not be revised with the exception of any changes to the rate of VAT.
- 5.2 In respect of any sums payable under this agreement time shall be of the essence and a condition of this agreement is that failure to pay any sums due within two [2] days.

ARTICLE 6: RESPONSIBILITY AND INSURANCES

- 6.1 The receipt of the Equipment by the Client involves the transfer of all risks to the Client who will assume the responsibility for the custody of the Equipment until the end of the contract duration. The responsibility of the Vendor will not be sought after or incurred in the case of loss or damage resulting from its use.
- 6.2 The Client undertakes to justify to the Vendor that they are covered in their professional activity, by a public liability insurance covering in the case of loss of the Equipment and harmful consequences that may result from the use of Equipment.
- 6.3 The Client undertakes to subscribe to an insurance that covers the risks of loss or theft of the Equipment and agrees to indemnify the Vendor for the by an indemnity of the equipment's value to replacing the Equipment as new as well as any charges that may be incurred by its use as part of the rental.
- 6.4 In the event of an accident, the Client is required to inform the Vendor by fax, and confirm in writing within twenty-four (24) hours.
- 6.5 In any event, the total contractual aggregate liability of the Vendor to the Client under or in relation to this agreement, shall not exceed [50] % of the equity paid under this agreement.

ARTICLE 7: INTEREST

If any of the payments or any other sums payable under this agreement shall not be paid when due the Client shall pay to the Vendor interest on them calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("the reference rate") plus Three (3) percentage points.

ARTICLE 8: GUARANTEE AND LIMITATION OF LIABILITY

So long as the Client is neither in default in the payment of any sum of money payable nor is in breach of any of the covenants on its part to perform in this agreement it may peaceably hold and enjoy quiet possession of the Equipment for the Contract duration. Within the limits authorised by the manufacturer, the Vendor subrogates the Client in the advantage of the guarantees granted by the manufacturer upon the equipment. Consequently the Client may exercise all rights directly and at the Client's charge all rights and resources against the supplier or the manufacturer.

ARTICLE 9: TAXES, CHARGES AND FEES

All charges, fees and taxes of all nature, present or future, national and/or foreign in the case of Equipment installed outside of the UK territory, will be charged exclusively to the Client and this, even if legally liable, to the Vendor or his beneficiaries. It will be and not only for those who are addressed during the contract but those arising from the end, of the cancellation or subsequent to this for example due to a claim for transportation costs.

ARTICLE 10: SEVERANCE

- 10.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 10.2 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, [the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

ARTICLE 11: THIRD PARTIES

Nothing in this agreement confers or purports to confer on any third party or any right to enforce any term of this agreement.

ARTICLE 12: JURISDICTION

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by UK law. Any dispute arising out of or in connection with this agreement or any non-contractual obligation arising out of or in connection with this Agreement shall be settled by the courts of England, at Vendor's sole discretion, if the plaintiff is the Vendor.