

CONDITIONS OF SALE

ASD is herein referred to as the “Seller” and the customer or person or entity purchasing products (“Products”) from Seller is referred to as the “Buyer”. These Terms and Conditions of Sale, any price list or schedule, quotation, order acknowledgment or invoice from Seller relevant to the sale of the Products and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement (“Agreement”) governing the sale of Products by Seller to Buyer. These Terms and Conditions overrule any opposing clauses and conditions that have not been formally accepted in writing by the Seller (see General Provisions). Buyer’s acceptance of the Products will manifest Buyer’s assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

► Prices

All prices are subject to change by Seller without notice. Buyer may request changes or additions to the Products consistent with Seller’s specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery.

► Payment

Terms cannot exceed sixty (60) days from date of Seller’s invoice in Euros. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys’ fees, relating to the collection of past due amounts. Should Buyer’s financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and the Products theretofore delivered. If such cash payment or security is not provided, in addition to Seller’s other right and remedies, Seller may discontinue deliveries. The Seller retains the entire ownership of any Products delivered to the Buyer until they have been fully paid by the Buyer to the Seller. No discount will be granted for payment made in advance. Any late payment, notwithstanding the event raised here above of termination or suspension of this Agreement, will bear interest at the rate of EURIBOR 3 months +10%.

► Cancellation of orders

Orders are not cancellable. By exception, and subject to written approval by Seller, Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller’s cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller’s specific determination of such termination charges shall be conclusive.

► Delivery

All shipment operations (transport, insurance, handing over) and international transit operations for deliveries outside of France, associated costs and the transfer of risks are set down in the conditions defined by the INCOTERMS (2000), as negotiated in the Agreement between the Seller and the Buyer. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. The Buyer must inform the Seller of such occurrence within 5 working days from the delivery to the Buyer.

► Excuse of performance

Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labour disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; shortages of labour, fuel, raw material or machinery; or technical failure where Seller has exercised ordinary care in the prevention thereof; or, unforeseen circumstances or any events

or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Products, or to obtain material used directly or indirectly in the manufacture of the Products, is hindered, limited or made impracticable due to causes set forth, Seller may allocate its available supply of the Products or such material (without obligation to acquire other supplies of any Products or material) among its purchasers on such basis as seller determines to be equitable without liability for any failure of performance which may result there from.

► Returns

Under no circumstances may Product be returned to the Seller unless advance written authorization and shipping instructions have been received from the Seller or its duly authorized representative. Only standard Products (i.e. reusable for other customers, this decision being made at the sole discretion of the Seller), in an unused and undamaged condition, subject to written authorization above, may be returned at Buyer's expense within thirty (30) days after receipt subject to payment by Buyer of a ten (10) percent of the purchase price, inspection and restocking charge. Customized Products (i.e. designed in whole or in part only to the Buyer, and not susceptible to be modified without costs, this appreciation being made at the sole discretion of the Seller) is not returnable.

► Warranty

Seller warrants that the Products manufactured by Seller will be free from defects in design, material and workmanship under normal use and regular service and maintenance for a period of twelve (12) months from date of manufacturing (as per the [identification plate](#) affixed on the Products) by Seller ("Warranty Period"). Should a Product be deemed by Buyer to be defective, Seller shall, at its option, repair, correct or replace the corresponding Products, subject first to the following applicable conditions (any differing condition is considered to be void unless approved in writing by the Seller):

Timely Notice and Information

Buyer must:

- notify Seller in writing within thirty (30) days after Buyer's discovery of any warranty defects within the Warranty Period
- provide Seller with a description of the malfunction or inadequate performance of the Product deemed to be defective
- provide Seller with all necessary information regarding the final usage and operating conditions of the Product deemed to be defective
- allow Seller, should this latter deem it necessary, to note and record on-site by itself the defects and/or malfunction, or, at the sole choice of Seller, return to Seller a Product deemed to be defective for analysis and submitting of its technical opinion
- not repair nor modify by itself the Product deemed to be defective, or have it repaired or modified by any third party, unless Seller allows it in writing.

Shipping and packaging

Buyer and Seller will bear their own shipping costs when Products are returned for warranty application.

Products returned will be adequately packaged to ensure harmless handling and shipping.

Warranty limitation

This warranty shall not apply to and does not cover:

- normal wear of the Product
- any Product:
 - ◆ which has been repaired or altered by parties other than Seller in any manner so as, in Seller's judgment, to affect its serviceability or proper operation
 - ◆ which has been subjected to improper handling, installation, operation, maintenance, repair, or modification, or alteration
 - ◆ which has been subjected to misuse, negligence, abuse, accident, abnormal wear and tear, or deterioration caused by chemicals or other substances
 - ◆ which has been subjected to improper storage conditions

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Products, either alone or in combination with other products/components.

These are the sole and exclusive warranties given by Seller with respect to Product and are in lieu of and exclude all other warranties, including without limitation, merchantability and fitness for a particular purpose, whether or not the purpose or use has been disclosed to Seller in specifications, drawings, or otherwise, and whether or not Seller's Products are specifically designed and/or manufactured by Seller for Buyer's use or purpose.

► Limitation of remedy and liability

The sole and exclusive remedy for breach of warranty shall be limited to repair, correction or replacement. Seller shall not be liable for damages caused by delay in performance and in no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Seller's liability to Buyer and/or its customers exceed the price to be paid by Buyer for the specific Products provided by Seller giving rise to the claim or cause of action. Buyer agrees that in no event shall Seller's liability to Buyer and/or its customers extend to include incidental, consequential or punitive damages ("consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment).

► General Provisions

These Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Terms and Conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected by Seller. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this sale Agreement shall be governed by the law of France.

Buyer and Seller agree that the proper venue for all actions that may arise in connection herewith shall be only handled by the Court of Commerce of Bourg-en-Bresse (France).