

GENERAL TERMS OF SALE

COTRAL International

BP 100

F.14110 CONDE-SUR-NOIREAU Cedex

THE ENGLISH VERSION SERVES UNIQUELY TO FACILITATE COMPREHENSION. IN CASE OF DOUBT THE FRENCH VERSION IS THE REFERENCE

Article 1 – Applications of the general terms of sale

The present general terms of sale are systematically sent or issued to each purchaser in order to allow the latter to place an order.

Consequently, the action of placing an order involves the purchaser's complete and unreserved agreement to these conditions, to the exclusion of any other document issued by the vendor and which only serves as a guide.

No specific conditions, unless formally accepted in writing by the vendor, may prevail against the general terms of sale.

The fact that the vendor does not cite any of the present general terms of sale at a given time cannot be considered as renunciation of subsequently citing any one of the said conditions.

It is expressly agreed that in cases in which the order is placed on the headed paper of the purchaser containing the latter's own terms of sale, the latter shall be considered not written.

Article 2 – Acceptance of orders

The order signed by the purchaser is considered firm and final on the latter's part.

The prerogative of the order is personal to the purchaser and cannot be transferred without the vendor's consent.

Article 3 – Subject of delivery

The vendor reserves the right to make any modifications to the vendor's products that the vendor sees fit without any obligation to modify the products previously delivered or subject to a current order and reserves the right to modify models defined in these brochures or catalogues without prior notice.

Article 4 – Delivery

Delivery is made either by direct handing over to the purchaser, or by simple notification of availability, either by delivery to a shipper or to a carrier on the vendor's premises.

Deliveries are only made according to availabilities in the order of order receipt; they may be made in whole or in part.

The delivery periods are given as a guide and their non-observance cannot under any circumstances give rise to cancellation, penalty or compensation whatsoever.

Should an Act of God occur, the vendor shall inform the purchaser in due time.

At any rate, delivery within deadlines may only be made if the purchaser is up to date in the latter's obligations towards the vendor, regardless of the cause.

Article 5 - Risk

The products are deliverable against reimbursement at the agreed place in all cases and transport is at the addressee's own risk, with the purchaser taking charge of all the formalities relating to transport of the products.

Article 6 – Apparent defects or non-compliance

Notwithstanding the measures to be taken against the carrier, complaints concerning non-compliance of the product delivered and the product ordered or the shipping slip must be made by registered post with acknowledgement of receipt within eight (8) days of reception of the products.

The purchaser is responsible for providing any justification with regard to the actual presence of the defects or abnormalities observed.

The purchaser must allow the vendor complete freedom to assess these defects in order to eliminate the latter. The purchaser shall refrain from intervening alone or from having third parties intervene for this purpose.

Under no circumstances may be purchaser return the goods without being authorised to do so in writing by the vendor.

Should the vendor consent to return of the goods, the vendor shall send the purchaser a delivery voucher drawn up by the vendor's good offices, mentioning the articles subject to return.

It is compulsory for the delivery voucher to be included in the return parcel.

It is obligatory for the return parcel to contain the articles (quantity, reference, colour, etc...) mentioned on the delivery voucher.

In case of inaccuracies, the parcel will be refused and returned to the purchaser.

The goods must be returned to the vendor within a period not exceeding three (3) weeks as and from the vendor's consent.

Article 7 – Guarantee

The products are guaranteed against any material or manufacturing defects in accordance with the guarantee provided by the vendor.

Under this guarantee, the only obligation incumbent on the vendor shall be replacement free of charge or repair of the product or the element recognised as defective by the vendor's services.

The claim under the guarantee must be made within eight (8) days as and from observation of the defect by registered post with acknowledgement of receipt; this observation must be made within a reasonable period as and from reception of the delivered goods.

Any product destined to be covered by the guarantee must in fact be submitted to the

vendor, whose consent is essential for any replacement.

Any expenses for carriage shall be down to the purchaser. Faults and deterioration due to natural wear and tear or by an external accident (incorrect installation, faulty maintenance, abnormal use) or modification of the product that is not provided for or specified by the vendor are excluded from the guarantee.

Likewise, the guarantee shall not apply in case of apparent defects, which the purchaser must cite under the conditions outlined above.

It is hereby formally agreed that the vendor shall be exempted from any guarantee owing to the hidden faults of the item sold.

Article 8 – Prices

The products are supplied at the prices currently applicable at the time of placement of the order.

The prices are net, ex works, including packaging, except for special packagings charged extra.

Any taxes, duties or any other payment to be made in application of French regulations or those of an importing country or a country of transit shall be down to the purchaser.

Each delivery may only have a single corresponding invoice.

Article 9 – Payment Methods

All merchandise purchases will be invoiced and the invoice will be issued upon conclusion of the sale pursuant to the provisions of Article L. 441-3 of the Code of Commerce.

Invoices are payable to COTRAL LABORATORY 60 days, net, from the date of the invoice, pursuant to Article L. 441-6 of the Code of Commerce unless otherwise agreed with the seller.

In the event of deferred or future payments, the definition of payment, as per this article, does not mean the simple presentation of a bill of exchange or cheque implying a promise to pay but actual settlement on the due date.

The seller does not allow any discounts for payments made before the date set forth in these general sales conditions.

Article 10 – Late Payments

In case of late payments, the seller may suspend all pending orders, notwithstanding any other course of action, and/or may decide to accelerate the payment terms granted to the buyer for subsequent deliveries.

Any outstanding amount on the date due will result, ipso jure, in the application of late fees set at three times the legal interest rate without the need for any prior notice as per Article L. 441-6 of the Code of Commerce.

Interest accrues from the due date until payment is made.

For instalment payments, any late payments will result in the entire amount being due and payable to the seller.

If payment is not made within forty-eight (48) hours after notice is sent without any action being taken, the sale will be terminated, ipso jure, at the discretion of the seller.

This termination will affect not only the order in question but all other unpaid orders, whether delivered or pending delivery, regardless of whether payment is due.

If a collector recovers the debt, the collection costs shall be the responsibility of the buyer.

Article 11 – Retention of property rights

Transfer of property of the item sold is subordinate to payment of the price when due by the purchaser.

However, transfer of the risks on the product shall take place as and from dispatch from the vendor's warehouse.

As a result, the goods shall in particular be transported at the purchaser's own risk.

The purchaser must, whenever requested by the vendor, provide justification of taking out of insurance to cover these risks on behalf of the responsible party and of payment of the premiums.

In the event that payment fails to be made within the period stipulated by the parties, the vendor reserves the right to demand, by registered letter with acknowledgement of receipt, return of the goods at the expense and risk of the purchaser and to cancel the present contract without any formal notice other than that stipulated for forfeiture of the payment period or return of the goods.

The vendor may unilaterally have an inventory drawn up of the unpaid goods in the purchaser's possession.

The purchaser shall insure that identification of the goods is still possible.

Goods in stock are presumed to be the unpaid goods.

In case of insolvency, the purchaser undertakes to communicate on simple request the name and address of the latter's purchasers in addition to the amount of the price due by the purchasers.

If the goods have been sold after initiation of the proceedings, the vendor may exercise the latter's right of claim on the resale price, regardless of whether the goods have been transformed, insofar as this price has not been paid in full.

Article 12 – Jurisdiction

All matters in dispute shall be submitted to the competent Courts of CONDE-SUR-NOIREAU (14).