

STANDARD TERMS AND CONDITIONS OF SALE

Definitions: In these Standard Terms and Conditions of Sale (hereinafter "STCS"), the following terms have the following meanings: "Seller": DOSATRON INTERNATIONAL S.A.S., with a share capital of 3 050 000 euros, registered with the Trade and Commercial Register of Bordeaux under the number 418 826 822 , of which head office is located at Rue Pascal - 33370 - Tresses- France "Buyer": any person, physical or legal person, under private or public law, who concludes an agreement of sale with Seller "Order": any contract binding Buyer and Seller referring to a sale of goods by Seller.

- I. **General Considerations** - Except for any written modification signed by authorized representatives of both parties, the terms and conditions shall void and supersede any terms of sale and service previously issued and distributed by Seller as well as any previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. The mere act of placing an Order implies the express acceptance, without any reservation, by Buyer of all terms and conditions of the STCS and the acknowledgment by Buyer of its understanding of the English language. Buyer waives any right to apply its own standard terms and conditions of purchase or any part thereof. Therefore, should there be any contradiction between these STCS and Buyer's standard terms and conditions of purchase, these STCS shall prevail. Seller reserves the right to unilaterally modify these STCS at any time, and in such case, such modifications shall apply to any Order placed after the date of modification. The fact that Seller does not avail itself of any of the terms and conditions herein during a given period shall not be construed as Seller waiving its right to avail itself of the aforementioned terms and conditions, or more generally of other terms and conditions, at a later date.
- II. **Orders** - Unless otherwise agreed between the parties, any Order must be placed in writing, signed by Buyer and must contain the quote or offer references. The Orders sent to Seller cannot be revoked by Buyer. Unless otherwise agreed between the parties, an Order shall be concluded only when Seller gives its express acceptance in the form of an Order acknowledgment within fifteen (15) days following the receipt of the Order.
- III. **Lead times for Delivery** - Lead times for delivery of goods run from the date of issue of the Order acknowledgment receipt, or the making of an advance payment, if such advance payment has been agreed upon, whichever occurs last. Lead times for delivery of goods specified on the Order acknowledgment receipt are provided for informational purposes only. Buyer shall be informed as soon as possible and as far as possible of any delay which would come to occur. Delays in delivery are not subject to any penalties or remedies of any kind and cannot justify any cancellation by Buyer of the Order. Buyer will furnish written delivery instructions for all goods as promptly as possible. In the absence of such instruction, Seller may, at any time beginning ten (10) days after forwarding notice to Buyer by mail or otherwise that the goods are ready for shipment, do either of the following for the account and at the expense and risk of Buyer: arrange for shipment of the goods by a suitable carrier or warehouse the goods. Buyer will not hold Seller liable for loss or damage attributed to negligence either in selecting the carrier or the warehouse or in agreeing with either of them to contract terms on Buyer's behalf.
- IV. **Transfer of Risks** - Risks of theft, loss or deterioration of the goods as well as any risks connected with their existence or their use, are transferred to Buyer at the time of the delivery which is deemed realised when the goods are made available in the premises of the Buyer (ex-works). Buyer shall take out any necessary insurance to cover the risks run from the time the material is delivered.
- V. **Retention of Title** - The sale of goods is covered by a clause that explicitly makes the transfer of ownership dependent on the payment in full of the price in principal and incidental costs, even if an extension of payment terms is granted. The provisions above do not prevent the risk of loss, theft or deterioration of the parts subject to the reservation of title from passing to Buyer at delivery F.O.B., as well as any expenses or damages arising out of or related to the

GOODs as foreseen in paragraph 4. Buyer must immediately give notice to seller of any seizure of any kind, or any other intervention by a third party as regards to the goods, or of any bankruptcy or any insolvency proceeding, in order to enable seller to defend itself against this and safeguard its rights. Furthermore, Buyer shall refrain from pledging or assigning the goods as a guarantee or security. The execution of the retention of title does not constitute a withdrawal of the Order and does not exclude other claims by seller.

- VI. **Inspection** - If upon receipt of the goods by Buyer at destination the same shall appear not to conform to this Order, Buyer shall within thirty (30) days after receipt thereof notify Seller of such condition and afford Seller a reasonable opportunity to inspect the goods and make any appropriate adjustment or replacement. The remedies afforded Buyer under the paragraph entitled "Limitation of Liability and Remedies" shall be exclusive for defective goods discovered upon inspection but shall not be cut off by reason of Buyer's failure to discover the defective goods within the inspection period provided in this paragraph. Buyer shall not delay payment for the goods pending their inspection.
- VII. **Prices** - Prices are subject to change with prior notice at any time prior to actual delivery of goods. Except for any express written agreement between the parties, prices are stated without postal charges. Invoicing of transport costs shall be done pursuant to the conditions agreed upon between Buyer and Seller and in accordance with the rates applicable at the time of the Order. Prices and rates are stated exclusive of value added tax or all other taxes, dues, import taxes or any tax or fee imposed by any taxing authority as foreseen in paragraph 10 hereinafter. They are based on prices and rates in effect at the time of the Order. Seller reserves the right to modify prices with prior notice at any time prior to actual delivery of goods.
- VIII. **Payment** - Payment terms are net thirty (30) days from date of invoice or in accordance with milestones set forth in this Order. Except for any express written agreement between the parties, invoices shall be issued when the goods are delivered, while taking into account, if applicable, any changes that have occurred. An invoice shall be issued for all deliveries, even partial ones. Should Seller have granted any special terms of payment, Seller reserves the right, at any time to revert to the aforementioned term of payment in the event of a payment incident or if Seller has reason to believe that the financial credibility of Buyer is in jeopardy. Should Buyer refuse, Seller may refuse to honor the Order placed and to deliver the goods in question without Buyer being able to claim any compensation. No discount will be granted in the event of a prepayment or anticipatory payment before due date.
- IX. **Late Payment and Non-Payment** - Default of payment of a single invoice upon its due date shall render all amounts owed by Buyer due immediately, even if the latter amounts were not due yet. From the due date, late fees at least equal to one and a half (1 1/2) the legal interest rate shall be applied without any notice until full payment of sums due. And, as it results from the law n°2012-384 of March 22nd 2012 applicable as from January 1st 2013: fixed sum of EUR 40.00 as compensation for recovery costs in case of late payment. In the event where payment in installments are agreed and if a single installment is not paid on its due date, Seller reserves the right to suspend any deliveries in progress until full payment is received. Besides, Seller reserves the right to refer the matter to the court of competent jurisdiction. In the event of non-payment, forty-eight (48) hours after formal given notice remained unsuccessful, Seller shall be entitled to cancel the sale at its option and to ask in emergency proceeding, the return of goods, without prejudice for all other damages. No account payments can be suspended or be subject to partial compensation without the written and preliminary agreement of Seller. Buyer will have to pay all expenses resulting from the default of payment including both legal and non-legal collection costs as mentioned in paragraph 15.
- X. **Taxes** - In addition to agree to purchase price of the goods, any and all taxes (not including any income and excess profit taxes) which may be imposed by any taxing authority, arising from the sale, delivery, or use of the goods and for which Seller may be held responsible for collection or payment, either on its own behalf or that of Buyer, shall be paid by Buyer to Seller upon Seller's demand.

XI. Warranties, Remedies and Limitations - Warranties for Goods, Services and Data Seller warrants to Buyer that the goods purchased under this agreement will be free from defects in material and workmanship for twelve (12) months from delivery. This warranty is limited to the repair or replacement, at Seller's election, of goods or parts thereof returned to Seller which are shown to Seller's reasonable satisfaction to have been defective; provided that written notice of the defect shall have been given by Buyer to Seller within thirty (30) days of identification of defect. Transportation charges for the return of defective goods to Seller and their reshipment to Buyer and the risk of loss thereof will be borne by Seller only if returned in accordance with written shipping instructions from Seller. If services or data are to be furnished hereunder, Seller warrants to Buyer that such services will be performed or such data prepared in a good workmanlike manner. This warranty is limited to the correction of such services or data as are shown to Seller's reasonable satisfaction to have been defective; provided that written notice of such defective services or data shall have been given by Buyer to Seller within thirty (30) days after the performance of such services or delivery of such data by Seller. Seller's warranty does not extend to products or services not manufactured or provided by Seller; however, Seller will provide to Buyer the benefits of any supplier's warranty. Returns In the event Buyer claims that Seller has breached any of its obligations under this Order, whether in warranty or otherwise, Seller may, at its election, request and require return of the product and refund Buyer's purchase price upon Seller's receipt of the returned product. If Seller so requests the return of the product, the product shall be redelivered to Seller in accordance with Seller's return policies and instructions, and at Seller's expense. In the event Seller elects to require return of the product, Seller shall absolutely have no further obligation to Buyer under this Order except to refund such purchase price upon reshipment of product.

c. Title Seller warrants to Buyer that it will convey good title to the goods sold hereunder. Seller's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or, at the election of the Seller, to the replacement of the goods or parts thereof which are defective in title; provided, however, that the rights and remedies of the parties with respect to patent infringement shall be limited to the provisions of subparagraph d. below.

Patent Infringement (i) Seller agrees that it shall, at its own expense and at its sole option, defend or settle any claim, suit, or proceeding brought against Buyer or any customer expressly indemnified by Buyer based on an allegation that any product furnished under this Order directly infringes any claim of patent rights. This obligation shall be effective only if: (a) Buyer has made all payments then due; (b) the product is the design of Seller and not made in accordance with drawings, samples, or manufacturing specifications designated by Buyer; (c) Seller is notified of said allegation promptly in writing; and (d) Seller is given full opportunity and authority, information, and assistance to conduct the sole defense of said claims, suit, or proceeding, including settlement and appeals. Provided all the foregoing conditions have met, Seller shall either settle such claim, or pay all court awarded damages, excluding indirect, incidental, special, consequential and punitive damages. In the event of a final adjudication by a court of competent jurisdiction enjoining the use or sale of the product, or if the provisions of any negotiated settlement agreement prohibit the use or sale of the product, Seller shall, at its sole option and its own expense, either: (a) procure for Buyer the right to continue using the product; (b) replace it with a substantially equivalent non-infringing product; (c) modify it so it becomes non-infringing but substantially equivalent; or (d) if none of the above is reasonably available, terminate Buyer's right to use the product and return to Buyer a pro rata portion of the price originally paid by Buyer to Seller represented by the remaining useful life of the product as a percentage of the total useful life. The foregoing obligation does not apply to the following: (a) any claim of infringement resulting from changes or modifications made to or from the product by Buyer; (b) any settlement of a claim, suit, or proceeding made without Seller's written consent; and (c) any claim of infringement for products on a U.S. Government application. The foregoing states the entire liability of Seller with respect to infringement or violation of third party intellectual property rights in connection with products furnished under this Order. (ii) In the event any product to be furnished under this Order is to be made in accordance with drawings, samples, or manufacturing specifications designated by Buyer or is not the design of Seller, Buyer agrees to defend, indemnify and hold Seller harmless.

e. Exclusive Warranties THE FOREGOING WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (I) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (II) ANY

OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT, TORT OR STRICT LIABILITY AGAINST SELLER, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED. No agreement varying or extending the foregoing warranties will be binding upon Seller unless in writing, signed by a duly authorized officer of Seller.

- XII. **Excusable Delays** - Seller shall not be responsible for delay or non delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Seller.
- XIII. **Allocation of Risk and Liability Limitation** - The liability of Seller to Buyer arising out of, connected with, or resulting from: (i) the design, manufacture, delivery, sale, possession, use, repair or handling of any goods delivered to Buyer by Seller or any affiliate of Seller, or (ii) any product advice, publication or other service provided to Buyer by Seller, shall be limited to those expressly set forth in the "Warranties, Remedies and Limitations" Section above. Buyer acknowledges that the remedies and benefits furnished and to be furnished by Seller to Buyer under the "Warranties, Remedies and Limitations" Section are given and accepted in lieu of any other remedy or benefit and in lieu of any obligation, liability, right, claim, or remedy in contract, tort or strict liability, whether or not arising from the negligence (actual or imputed) of Seller. The price allocable to any goods alleged to be the cause of any loss or damage to the Buyer shall be the ceiling limit on the liability of Seller whether arising under warranty, contract, tort (including negligence) or strict liability theory. Buyer acknowledges and accepts the warranties and liability limitations set forth herein as a valid and enforceable allocation of risk between the parties, and Buyer hereby waives any right which would tend to negate or limit their enforceability. In no event shall Seller be liable for direct, indirect, special, incidental or consequential damages, expenses or losses of any nature. Buyer undertakes to make binding on its insurers and customers the liability limitations as mentioned in this agreement.
- XIV. **Export Authorization** - Buyer will have to comply with any applicable French export regulations and, in this respect, will be responsible for obtaining any French government export license or authorization which may be required at present or at any time thereafter for the export of the goods from France.
- XV. **Indemnification** - Buyer shall defend, indemnify and hold harmless Seller and its agents from any claims, damages or expenses, including reasonable attorney's fees, arising or alleged to arise, from (1) any asserted deficiencies or defects in the goods caused by an alteration thereof, with or without Seller's consent made by Buyer, or improper handling or storage by Buyer, (2) the breach of any terms or conditions stated herein, or (3) the act or omission of Buyer, irrespective of whether such claim, damage or expense is asserted under a strict or other product liability theory or any other legal theory.
- XVI. **Cost of Collection** - Buyer shall pay all costs of collection, including but not limited to reasonable attorney's fees, court costs and collection agency fees involved in the collection of (a) past due accounts; (b) amounts owed to Seller by Buyer by reason of Buyer's breach of the Order or any term or condition hereof and (c) any and all amounts owed by Buyer to Seller for any other reason whatsoever.
- XVII. **Assignment** - This Order may not be assigned by Buyer unless such assignment has been expressly agreed to in writing by Seller.
- XVIII. **Applicable Laws, Construction and Captions** - This Order shall be interpreted in accordance with, and the construction thereof shall be governed by French law. Captions, as used in these terms and conditions, are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer. The parties hereby expressly agree that this Order is not subject to the United Nations Convention on the Sale of International Goods.

XIX. Conflicts in Terms - In case of conflicts between the French and English version of the terms relating to Retention of Title and Warranty, whether in respect of their construction or interpretation, the parties expressly agree that the French version shall prevail.