

GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO DISTRIBUTION

DEFINITIONS - In these general terms and conditions of sale and services (hereinafter «GTCS») are understood by: «SELLER»: DOSATRON INTERNATIONAL S.A.S., with capital of €3,050,000, registered in the Bordeaux Trade and Companies register, under number 418 826 822, the registered office of which is located at 33370 Tresses, France. «BUYER»: any natural person or legal public or private entity with which the SELLER enters into a contract of sale as an intermediary entrusted with the resale and promotion of the SELLER's goods in the absence of any distribution contract. «ORDER»: the contract binding the PURCHASER to the SELLER for any sale of goods by the SELLER.

I. GENERAL INFORMATION - Unless an agreement to the contrary is signed by the duly authorised representatives of both parties, these GTCS cancel and supersede those previously circulated by the SELLER as well as any communications, representations or commitments, whether verbal or written, agreed by the parties. The mere act of placing an Order implies the express acceptance, without any reservation, by the BUYER of all terms and conditions of these GTCS and the acknowledgement by BUYER of its understanding of the English language. The BUYER waives any right to apply its own general terms and conditions of purchase or any part thereof. Therefore, should there be any contradiction between these GTCS and BUYER's general terms and conditions of purchase, these GTCS shall prevail. The SELLER reserves the right to unilaterally modify these GTCS 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 the 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 by the parties, any Order must be placed in writing, signed by BUYER and must contain the quote or offer references. The BUYER cannot revoke orders sent to SELLER. Unless otherwise agreed by the parties, an Order shall be concluded only when SELLER gives its express acceptance in the form of an acknowledgement of the Order, within fifteen (15) days following the placement of the Order.

III. DELIVERY DATES - Delivery dates for goods start to run as from the latest of the following two dates, namely, the date of issue of the Order acknowledgement of receipt by the SELLER and that of the advance payment by the BUYER when such advance has been agreed in the order concluded by the Parties. The SELLER provides the delivery dates for goods specified on the Order acknowledgement of receipt for information only. The BUYER shall be informed as soon as possible and as far as possible of any delay which might occur. Late deliveries are not subject to any penalties or compensation of any kind and shall not justify any cancellation by the BUYER of the Order.

As soon as possible, the BUYER shall provide written instructions for the delivery of goods. In the absence of such instructions, at any time the SELLER may, on behalf of and at the expense and risk of the BUYER, beginning ten (10) days after written or other notification to the BUYER that the goods are ready for shipment, or arrange for shipment of the goods by a suitable carrier or warehouse of the goods. The BUYER shall not hold the SELLER liable for loss or damage attributed to negligence either in selecting the carrier or the warehouse or for any commitment made in the BUYER's name.

IV. TRANSFER OF THE 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 the BUYER at the time of delivery which is deemed to have taken place when the goods are made available on the premises of the BUYER (ex-works). The BUYER shall take out any necessary insurance to cover the risks incurred from the time the goods are delivered.

V. RETENTION OF TITLE - THE SALE OF THE GOODS IS COVERED BY A CLAUSE THAT EXPRESSLY MAKES THE TRANSFER OF OWNERSHIP DEPENDANT ON THE PAYMENT IN FULL OF THE PRICE IN PRINCIPAL AND INCIDENTAL COSTS, EVEN IF AN EXTENSION IN PAYMENT TERMS IS GRANTED. THE FOREGOING PROVISIONS SHALL BE A BARRIER TO THE TRANSFER OF THE RISKS OF LOSS, THEFT OR DETERIORATION OF THE GOODS SUBJECT TO THE RETENTION OF TITLE FROM PASSING TO THE BUYER AT DELIVERY F.O.B. AS WELL AS ANY DAMAGES CAUSED BY THE GOODS UNDER THE TERMS PROVIDED FOR IN CLAUSE IV. THE BUYER SHALL IMMEDIATELY INFORM THE SELLER OF ANY SEIZURE OR OTHER INTERVENTION BY A THIRD PARTY WITH REGARD TO THE PRODUCTS OR IN THE CASE OF ANY RECEIVERSHIP OR INSOLVENCY PROCEEDINGS, TO DEFEND ITSELF AND TO SAFEGUARD ITS RIGHTS. FURTHERMORE, THE BUYER SHALL REFRAIN FROM PLEDGING OR ASSIGNING TITLE TO THE GOODS AS A GUARANTEE AS LONG AS THE SELLER HAS NOT BEEN PAID IN FULL. EXECUTION OF THE RETENTION OF TITLE DOES NOT CONSTITUTE A WITHDRAWAL OF THE ORDER AND DOES NOT EXCLUDE OTHER CLAIMS BY THE SELLER AGAINST THE BUYER.

VI. INSPECTION - On receipt of the goods by the BUYER at destination, if same appears not to conform to this Order, the BUYER shall within thirty (30) days after receipt thereof notify the SELLER of such condition and afford the SELLER a reasonable opportunity to verify the conformity of the goods and make any appropriate adjustment or replacement. The remedies afforded the BUYER under the paragraph entitled "Limitation of Liability and Remedies" shall only be implemented for defects discovered during the inspection; these remedies shall not be excluded by reason of the BUYER's failure to discover the defects during the inspection. The BUYER shall not delay payment for the goods during their inspection.

VII. PRICE - Any change in the price shall only be valid prior to delivery of the goods and subject to prior notice. Unless expressly agreed in writing by the parties, prices are given without postal charges. Transport costs shall be invoiced pursuant to the terms and conditions agreed by the BUYER and the SELLER and in accordance with the rates applicable on the date of the Order. Prices and other costs are stated exclusive of value added tax or all other taxes, duties, import taxes or penalty or fees imposed by any tax authority as indicated in paragraph X hereafter. They are based on prices and other costs in effect at the time of the Order. The SELLER reserves the right to modify prices during the year with prior notice to the BUYER at any time prior to actual delivery of the goods.

VIII. PAYMENT TERMS - Any payment must be made within thirty (30) days from date of invoice or in accordance with the schedule set forth in the Order. Unless expressly agreed by 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 the SELLER have granted special terms of payment, the SELLER reserves the right at any time to revert to the aforementioned term of payment in the event of a payment incident or if the SELLER has reason to believe that the BUYER is in serious financial difficulty. Should the BUYER refuse, the SELLER may suspend any delivery of goods without the BUYER being able to claim any compensation. No discount will be granted in the event that the BUYER makes a prepayment or anticipatory payment before the due date.

IX. LATE PAYMENT AND NON-PAYMENT - Failure to pay a single invoice on its due date shall render all amounts owed by BUYER due immediately, even if the later amounts were not yet due. From the due date, penalties for late payment the amount of which comes to three (3) times the legal rate of interest shall be applied without any notice until full payment of the sums due. And, in accordance with Act No. 2012-387 384 of 22 March 2012, applicable as from 1 January 2013, moreover providing for a fixed sum of €40.00 as compensation for recovery costs in the case of late payment. In the event where payment in instalments is agreed, and if a single instalment is not paid on its due date, the SELLER reserves the right to suspend any delivery in progress until full payment is received. Furthermore, the SELLER reserves the right to refer the matter to the court with jurisdiction to obtain payment of the sums due. In the event of total or partial non-payment, forty-eight (48) hours after formal notice remains unsuccessful, the SELLER shall be entitled to cancel the sale ipso jure and to ask in summary proceedings for return of the goods, without prejudice to all other damages. No payments may ever be suspended or be subject to partial compensation without the prior written agreement of the SELLER. The BUYER shall have to reimburse all expenses resulting from the default of payment and the collection of the sums due, including the fees of judicial officers and/or collection companies, as indicated in paragraph XV.

X. TAXES - Apart from the purchase price of the goods, any taxes (not including income tax and tax on windfall profits) for which the SELLER may be held liable by any tax authority, arising from the sale, delivery or use of the goods, shall be paid by the BUYER at the SELLER's request.

XI. MAXIMUM COST PRICE AUTHORISED - any resale of the goods is subject to a maximum resale price provided in the appendix to these GTCS. This condition is deemed to be substantial and any breach thereof shall be grounds for termination without notice and giving the right to payment of compensation to the SELLER.

XII. DISCOUNT - the SELLER may grant the BUYER a discount and in accordance with the schedule applicable to the SELLER's distribution network, attached as an appendix to these GCTS.

XIII. GUARANTEES, REMEDIES, AND LIMITATIONS TO THE GUARANTEE. Guarantees for goods, services and data. The SELLER guarantees to the BUYER that the goods purchased under this agreement will be free from any manufacturing defects for twelve (12) months from delivery. This guarantee is limited to the repair or replacement, as the SELLER may decide, of the goods returned to the SELLER which the BUYER satisfactorily proves to be defective; provided that the BUYER shall have given written notice of the defect to the SELLER within thirty (30) days from identification of the defect. Transport charges for the return of defective goods to the SELLER and their reshipment to the BUYER and the risk of loss thereof shall be borne by the SELLER provided that the products are returned in accordance with the SELLER's written instructions. If services or data are to be provided hereunder, the SELLER guarantees to the BUYER that such services will be performed or such data will be meticulously prepared. This guarantee is limited to the correction of such services or data as are satisfactorily proven to the SELLER's that they are defective; provided that written notice of such defective services or data shall have been given by the BUYER to the SELLER within thirty (30) days after the performance of such services or delivery of such data by the SELLER. This SELLER's guarantee does not extend to products or services manufactured or provided by a person other than by the SELLER; even if the SELLER may provide to the BUYER the benefits of any supplier's guarantee. b - Returns of goods. In the event that the BUYER claims that the SELLER has not fulfilled its contractual obligations arising from the Order, the SELLER may, at its discretion, request and require the return of the product and refund the BUYER's purchase price on the SELLER's receipt of the returned product. The product shall be returned to the SELLER in accordance with the SELLER's instructions, and at the expense thereof. If the SELLER requires the return of the product, the SELLER shall have no further obligation to the BUYER except to refund such purchase price upon reshipment of product. c - Title. The SELLER guarantees to the BUYER that it will transfer title to the goods sold. The SELLER's liability and the BUYER's remedies arising from this guarantee are limited to the regularisation of the title or, at the SELLER's discretion, to the replacement of the goods which are defective in title. However, the rights and claims of the parties with respect to patent infringement shall be limited to the provisions of paragraph hereafter. d - Limitation to the Guarantees. ONLY THE GUARANTEES, OBLIGATIONS AND LIABILITIES STIPULATED HEREIN ARE GRANTED BY THE SELLER TO THE BUYER. THEY ARE GRANTED AND ACCEPTED IN LIEU OF (i) ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE GUARANTEES OF MARKETABILITY AND COMPLIANCE WITH ANY PARTICULAR USE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, ACTION OR REMEDY IN CONTRACT, TORT OR STRICT LIABILITY AGAINST THE SELLER, WHETHER OR NOT ARISING FROM THE SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED. No agreement modifying or extending the foregoing field of application shall be binding on the SELLER unless in writing and signed by a duly authorised representative of the SELLER.

XIV. INTELLECTUAL PROPERTY - Notwithstanding any provision to the contrary, and unless expressly agreed, each Party remain the exclusive owner of the Intellectual Property Rights it owns, holds, develops or uses, whether this possession, holding, development or use appeared prior to or during execution of an Order. Intellectual Property Rights means copyright, data bases, rights to drawings and models, trademarks, commercial names, business secrets, utility models, patent names, domain names and any other intellectual property right of a similar nature (whether or not registered) existing anywhere in the world whether or not they are related to the Goods. The SELLER may grant the BUYER a right to use its trademark that is not exclusive, may not be assigned and may not be sub-licensed for the sole aim of promoting and selling the SELLER's goods. The SELLER undertakes that it shall, at its own expense and at its discretion, defend or come to an agreement for any claim, suit, or proceedings brought against the BUYER or any customer expressly compensated by the BUYER based on an allegation that any goods supplied under Order directly infringes any intellectual property right. This obligation shall be effective only if: (a) the BUYER has made all payments then due; (b) the SELLER designed the product, without the use of any sketches, samples or special instructions from the BUYER; (c) the SELLER is immediately notified of said allegation in writing; and (d) the SELLER is in a position to act in defence of said claims, including payments and appeals. Provided all the aforementioned conditions have been met, the SELLER may either come to an agreement or pay all court awarded damages, excluding indirect, incidental, special, consequential and punitive damages. In the event of a final decision handed down by a court with jurisdiction enjoining the use or sale of the product in question, or if the provisions of any settlement agreement prohibit the use or sale of the product, the SELLER may, at its discretion and its own expense, either: (a) procure for BUYER the right to continue using the product; (b) replace it with a substantially equivalent product; (c) modify it so that it becomes legal without however substantially modifying it; and (d) failing these, to prohibit the BUYER's use of the product and to refund to the BUYER a pro rata portion of the price originally paid by the BUYER to the SELLER represented by the remaining useful life of the product as a percentage of the total useful life. The foregoing obligation does not apply in the following cases: (a) any claim arising from modifications made to the product by the BUYER; (b) any settlement of a claim or proceedings made without the SELLER's written consent; (c) any claim based on the infringement of an intellectual property right concerning products in a U.S. Government application for registration. The entire liability of SELLER with respect to the infringement of a third party intellectual property right, in connection with products supplied under this Order, is limited to the foregoing provisions only. For any product supplied under this Order and made in accordance with the sketches, samples, or manufacturing specifications of the BUYER, and not designed by the SELLER, the BUYER agrees to defend, guarantee and indemnify the SELLER against any claim or proceedings on this account.

XV. EXCUSABLE DELAYS - The SELLER shall not be held responsible for delays or non-deliveries when due to delays by suppliers, force majeure events, terrorist attacks, or compliance in good faith with any applicable foreign or domestic governmental regulation or order regardless of its validity, fires, riots, strikes, unusually severe weather, or any other cause beyond the reasonable control of the SELLER.

XVI. TRANSFER OF RISKS AND LIMITATION OF LIABILITY - The liability of the SELLER to the BUYER resulting from: (i) the design, manufacture, delivery, sale, possession, use, repair or handling of any goods delivered to the BUYER by the SELLER or any of its subsidiaries, or (ii) any product advice, publication or other service provided to the BUYER by the SELLER, shall be limited to those expressly set forth in the foregoing "Guarantees, Remedies and Limitations" section. The BUYER acknowledges that the remedies and benefits provided and to be provided by the SELLER to the BUYER under the "Guarantees, 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 based on the negligence (actual or imputed) of the SELLER. The price allocated to any goods alleged as being the cause of loss or damage to the BUYER shall be the ceiling limit on the liability of the SELLER if it arises from a guarantee, liability based on the contract or tort (including negligence) strict liability principle or any other legal basis for liability. The BUYER acknowledges and accepts the limits to the guarantees and liability set forth herein arising from an allocation of risk binding the parties. The BUYER hereby expressly waives any action for the purpose of limiting or negating their enforceability. Under no circumstances shall the SELLER be held liable for direct damage other than those listed above in this clause, indirect, special, accidental or consequential, expenditures or losses of any nature particularly losses of production, operation, and profit or, more generally, any compensable damage other than of a bodily or material nature, and regardless of whether this damage was foreseeable. The BUYER undertakes to make binding on its insurers and customers the liability limitations referred to in this agreement.

XVII. EXPORT AUTHORISATION - The BUYER shall comply with all applicable French, European and American export regulations and, in this respect, shall be responsible for obtaining all export licences or authorisations which may be currently or at any time thereafter required for the export of the goods from France. The BUYER is responsible for providing the SELLER with all information enabling the SELLER to determine whether the ORDER is subject to export control rules. Consequently, the BUYER undertakes to fill in the end user declaration, to expressly inform the SELLER of any element which could call the content into question during execution of the ORDER. In the case where all or part of the Goods would be deemed to be a dual-use item with respect to applicable laws, the SELLER undertakes to: (1) inform the BUYER of the classification of the Goods, (2) provide all necessary documents to the BUYER; and, if the SELLER is the exporter, (3) make every effort to obtain all the export licences required. However, the SELLER cannot guarantee that the export licence will be actually granted by the relevant authorities or that it will be continue in force.

XVIII. COMPENSATION - The BUYER shall defend, indemnify and hold harmless the SELLER and its agents from any claims, damages or expenses, including reasonable counsel's fees, arising or alleged to arise, from: (1) any proven defects in the goods caused by a modification thereof, with or without the SELLER's prior consent, or improper handling or storage by the BUYER; (2) the failure to fulfil any of the terms or conditions stated above, or (3) any act or omission by the BUYER, irrespective of whether such claim, damage or expense is established on the basis of public liability or any other legal basis.

XIX. COSTS OF CLAIMS - The BUYER shall pay all costs of claims, including but not limited to counsel's fees, court costs and collection agency fees involved in the collection of (a) all arrears; (b) amounts owed to the SELLER by the BUYER due to the BUYER's failure to fulfil every clause or condition of the Order; and (c) all amounts owed by the BUYER to the SELLER for any other reason whatsoever.

XX. ASSIGNMENT - The BUYER may not assign this Order unless the SELLER has expressly agreed to such assignment in writing.

XXI. SUSPENSION - On receipt of the notification of any request for suspension by the BUYER, the SELLER shall be authorised to apply and invoice the actual costs incurred by said suspension. The suspension shall not affect, for any reason whatsoever, the conditions and terms of payment as they would have been if the order had never been suspended.

XXII. CANCELLATION - Each of the Parties may cancel an Order at any time by notifying the other Party of such cancellation: (1) If the other Party commits gross negligence in connection with the Order, and insofar as this gross negligence may in fact be remedied, fails to remedy it within forty-five days (45) following the date the Party requesting the cancellation is notified; (2) in the case of a Force Majeure Event of more than ninety (90) days. Immediately on the date the Order is cancelled: (1) all invoices issued shall become payable (similarly to all the amounts payable in connection with an objection made in good faith with regard to the Order; (2) each Party may request the other Party to destroy or to return any copy of confidential information provided in connection with the Order; (3) each Party shall cease to use the other Party's Intellectual Property Rights in compliance with these GTCS. Cancellation of the Order is exclusive of any other penalty or compensation that the Party initiating the cancellation may claim or has justification under these GTCS with the exception of the areas for which liability cannot be excluded pursuant to applicable law. The provisions which are expressly specified as persisting after the Order has been cancelled by their nature or the context within which they fall, should persist after the Order has been cancelled. In the case of cancellation by the BUYER, unless this cancellation is related to gross negligence by the SELLER, the latter may be paid termination compensation based on: (a) the price of all the goods ordered from providers or sub-contractors; (b) the costs of cancelling orders placed by the SELLER with its own sub-contractors; and (c) the price of the goods already delivered or the production of which was already completed on the date of cancellation; (d) the pro rata price of the goods in production; and (e) a reasonable increase. In all cases, the cancellation compensation is limited to the value of the Order. In the case of cancellation by the SELLER, unless this cancellation is related to gross negligence by the BUYER, the latter may be paid termination compensation limited to the value of the Order.

XXIII. APPLICABLE LAW, INTERPRETATION AND HEADINGS - The Order shall be interpreted in accordance with and governed by French law. The sole purpose of the headings used herein is for a better understanding of the references and shall not be deemed or construed as in any way limiting or extending the provisions to which such headings may refer. The parties hereby expressly agree that this Order is not subject to the United Nations Convention on the International Sale of Goods.

XXIV. DISPUTES - In case of conflict between the French and English version hereof with regard to the interpretation of the retention of title clause and the provisions relating to the guarantee, the parties expressly agree that the French version shall prevail.

XXV. COMPETENT COURT - ARBITRATION - The Complaining Party shall notify the other Party of any disagreement. - The Parties shall make every effort to settle any disagreement amicably arising from the application of the GTCS and/or the ORDER or their continuations during the (15) days following receipt of said notification. - If the Parties fail to come to an agreement within the aforementioned time limit, the Complaining Party shall notify the other Party of its intention to submit the Contract to the aforementioned court or arbitration tribunal.

If both Parties are located in a Member State of the European Union: The Parties shall assign jurisdiction to the Paris Commercial Court.

If one of the Parties is located outside the European Union: A final ruling shall be issued on the disagreement according to the Arbitration Rules of the International Chamber of Commerce by one (1) arbitrator appointed in application of said regulations. Unless the Parties jointly decide otherwise, the arbitration proceedings shall be held in Paris, France. Unless the Parties have their registered office in a countries other than those where French is one of the official languages, all the arbitrators should speak English fluently and the arbitration proceedings shall be held in English. The arbitrator shall rule in law and not ex aequo. The arbitral decision shall be handed down in writing and shall be final and res judicata. The Parties waive referring the matter to any other court. Nevertheless, each of the Parties may refer the matter to any competent court or courts so that the decision is binding, including provisional decisions, and to obtain all applications to obtain whatever proof the arbitrator might ask to be produced. The Parties undertake to keep the contents of the dossiers, hearings, decisions and any arbitral decision confidential, except where necessary to carry out the decision.