

General Conditions of Sale

OPHELIA SENSORS SAS

ARTICLE 1 – DEFINITIONS

For the purposes of these general conditions of sale (hereinafter the “**General Conditions of Sale**”), the following terms will have the indicated meanings:

- “**Seller**”: means Ophelia Sensors S.A.S.;
- “**Buyer**” or “**Customer**” means all companies, entities or legal entities which purchase the Products of the Seller;
- “**Products**” means the goods produced, assembled and/or sold by the Seller;
- “**Offer(s)**” means every sales proposal of the Products submitted by the Seller;
- “**Order(s)**” means every purchase proposal of the Products submitted by Customer to the Seller, exclusively by fax, by registered letter and/or electronic address.

ARTICLE 2 – SCOPE OF APPLICATION

These general conditions of sale regulate all relations established between Ophelia Sensors S.A.S. and the Customer, replacing any pre-existent agreement or understanding, except where expressly waived due to particular conditions of sale confirmed in writing by the same Ophelia Sensors. By accepting goods from Seller, the Buyer acknowledges that notwithstanding any language in Buyer’s forms to the contrary or the sequence of dispatching or receiving of forms, any conflict between the terms contained herein and the terms contained in any form of Buyer shall be resolved in favour of the terms herein.

Ophelia Sensors S.A.S. reserves the right to add, modify or delete any provision of these General Conditions of Sale, it being understood that such additions, modifications or deletions shall be applied to any sale concluded by the fifth business day following the notification to the Customer of the new General Conditions of Sale.

ARTICLE 3 – OFFERS

Offers are never binding for the Seller, except where expressly agreed otherwise in writing and in any case only for the period of time indicated.

Except where otherwise written, Offers are valid for 30 days starting from the date of their receipt.

Offers’ validity and effectiveness shall be specifically subject to the acceptance of these General Conditions of Sale by the Customer.

ARTICLE 4 – ORDERS

The Customer shall submit Orders in writing. The contract of sale of the Products shall be deemed concluded at the time of the issuing, on the part of the Seller, of the relating Order Acknowledgement. The Seller thus agrees to sell and the Customer agrees to buy the amount and type of Products that are described in the Order.

Every Order issued by the Customer and confirmed by the written Order Acknowledgement from the Seller shall be governed by the present General Conditions of Sale.

After the Order acknowledgement, any possible cancellation or modification of the Order by the Customer shall not be effective unless accepted in writing by the Seller, which reserve the right to modify the agreed sale price, with registration of the correspondent charge after the completion of the work.

In all cases where Customer’s status, condition or position changes (by way of example but not by way of limitation, change of the company form and of its partners, merger, spin-off, etc.) the Seller reserve the right, by previous notice, to cancel the Order.

In all cases where Customer’s status, condition or position change (by way of example but not by way of limitation, change of the company form and of its partners, bankruptcy or any other kind of bankruptcy, insolvency or failure, voluntary liquidation, merger, spin-off, etc.), the Customer shall immediately inform the Seller of such change.

ARTICLE 5 – DELIVERY DATE

The delivery date provided in the Offer or in the Order confirmation is indicative, not essential or binding upon the Seller and must be considered valid in ordinary conditions of work. Any postponement of the delivery date due to uncontrollable or unforeseen circumstances, force majeure, or in any case to facts independent of the will of the Seller shall not authorize the Customer to cancel the Order, delay the payments or demand compensation of damages.

The delivery term starts from the confirmation of the Order from the Seller. In the event where, after the Order confirmation, the Customer has given modifications to its Order, the delivery term starts from the date of the eventual acceptance from the Seller of such modifications.

In any case, the delivery date shall occur after the actual receipt of payment.

ARTICLE 6 – TRANSPORT

The Products are understood to be delivered ex-works per Incoterm EXW convention, except where expressly agreed otherwise in writing, with the carrier appointed by the Customer taking over the Products. All transport expenses of the ordered Products are entirely borne by the Customer.

The Seller will take no responsibility for the transport of the Products which shall therefore travel at the expense and risk of the Customer, even in the case where the Products are delivered free at destination.

ARTICLE 7 – PASSAGE OF TITLE AND LIABILITY FOR LOSS

Products shall be shipped Ex-works Seller’s facility in Paris (France). Title to the Products and risk of loss or damage in transit or thereafter shall pass to the Customer upon the Seller’s delivery of the Products to a common carrier for shipment to the Customer. In the absence of specific shipping instruction, the Seller will ship by the method it deems most advantageous. Transportation charges will be collected, or if prepaid, will be subsequently invoiced to the Customer. The transport of the Products will have insurance coverage only where expressly requested in writing by the Customer, which shall bear the correspondent expenses. Unless otherwise specified, the Products shall be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of the Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

ARTICLE 8 – WARRANTY

The Seller guarantees that the goods sold are free of defects or lack of conformity in material and manufacture, for a period not exceeding 12 months from the delivery date for hardware, 90 days from the delivery date for software and 90 days from the delivery date for spare parts. These limitations of warranty shall be regarded as a reduction of the time limit provided for in Article 39 (2) of the 1980 CISG, where applicable.

This warranty shall not apply to the Products whose defects are caused by damages which may arise out of the transport, inappropriate use or inadequate storage or maintenance of the Products.

The Customer shall give notice in writing the Seller of the presence of flaws or defects within 14 business days following the discovery of Products’ flaws or defects. Any claim made within the aforesaid term shall be sent by recorded delivery letter or by mail to the Seller head office 10, rue de Montmorency – 75003 Paris (France). After the aforesaid term has expired without Ophelia Sensors having received any claim, the Products must be considered as definitively accepted.

Provided that the claim of the Customer is covered under the warranty and is notified within the terms indicated in the present article, the Seller undertakes, at its option, either to repair or replace any Product or its parts affected by flaws or defects, nonetheless the Customer shall not be entitled to suspend the payments due. Also after repair, the Products are understood to be delivered ex-works to the Seller’s premises according to the previous Article 6. The Customer sole remedy for breach of any warranty shall be limited, in Seller’s option, to the repair or replacement of the Products.

Any other damages, including any possible damages resulting from anomalies caused by, or connected to, parts directly assembled/fixated by the Customer, in addition to any indirect or consequential damages, as well as special, accidental, consequential and/or punitive damages are expressly excluded from the warranty. Any other warranty with regard to the Products, including any legal warranties, is expressly excluded and superseded by these Conditions. This warranty is in lieu of all other warranties, whether express or implied, and Seller disclaims all implied warranties, whether of merchantability or fitness for any particular purpose or use.

The Customer sole remedy for breach of any warranty shall be limited, in Seller's option, to the repair or replacement of the Products.

ARTICLE 9 – RETURNS

The Customer shall return the Products subject to the prior authorization in writing on the part of the Seller, in the absence of which the Products will be returned to the Customer with debit of transport expenses.

In case of authorized return of goods, the shipping expenses shall be borne entirely by the Customer.

The Seller reserves the right to examine the returned product that is claimed to be defective. Should it be shown that the alleged defect/ flaw is non-existent and/or that the guarantee times have not been respected, the Seller reserves the right to send it back to the Customer, who shall entirely bear the entire transport expenses of the returned goods.

ARTICLE 10 – PRICES AND TERMS OF PAYMENT

Unless otherwise agreed in writing, the price list applied by the Seller at the time of the issuing of the Order acknowledgment and attached to the General Conditions of Sale as part of them (Annex 1) shall apply to each contract. Prices, unless otherwise indicated, are expressed in Euro and are understood, save where expressly agreed otherwise in writing, to be net of VAT and any other additional expense and/or charge (by way of example but not by way of limitation, bank charges and/or fees, special packaging, insurance, and transport) that shall be borne by the Customer.

Without prejudice to the above, all taxes, duties, tributes, licenses, authorizations, permits and any other cost or fiscal, customs or administrative obligation required to import and/or resell the Products shall be exclusively borne by the Customer.

Terms of payment, unless otherwise agreed, must be considered set at 30 days after the date of the receipt of the invoice or the "pro-forma invoice" by the Customer. Delivery of Products shall occur only after the actual receipt of payment.

Delay in payment, even in part, shall give rise to an amount of 5% of the Order price (without any formal notice). Pursuant to Article L. 441-3 of the French Commercial Code, in case of delay in payment, the Customer will also have to pay an indemnity of 40 euro. The Customer will be liable for this indemnity in any case and for all the damages caused by the delay in payment.

In case of non-payment or delayed payment of even one of the Orders, the Seller is entitled not to execute the agreed further Orders and to demand, with regard to them the termination of the contract, without any right for the Customer to ask for damages and/or compensation.

ARTICLE 11 – CUSTOMER'S REMEDIES

In the event of breach of the contract by the Seller, the Customer's right to damages shall be limited to the difference between the Order price and the market price of the Products, and the Customer shall not have the right to seek cover by contracting for substitute Products. Further, the Seller shall not be liable, under any circumstances, for the cost of processing, lost profits, injury to good will or any other incidental or consequential damage as those terms are defined in the Commercial Code and/or applicable case law of France.

ARTICLE 12 – FORCE MAJEURE

The Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond the Seller's control including but not limited to acts of God, war, mobilization, civil commotion's, riots, embargos, domestic or foreign governmental regulations or orders, fires, floods, earthquakes, strikes, lockouts and other labour difficulties, or shortages of or inability to obtain shipping space or transportations.

ARTICLE 13 – INDUSTRIAL PROPERTY

The Customer undertakes, from the issuing on the part of the Seller of the Offer or the Order confirmation until three years after the contract termination or cancellation for any cause what so ever, not to disclose totally or partially to third parties technical documentation, data, designs and any other information owned by and/or within the competence of Ophelia Sensors which the Customer might somehow learn about.

In case of non-fulfilment of the abovementioned obligation, the Customer undertakes to pay the Seller a penalty of € 10.000 for each violation, up to the maximum amount of € 150.000, without prejudice to the compensation of any higher damage.

ARTICLE 14 – GOVERNING LAW AND JURISDICTION

These General Conditions of Sale and, as the case may be, the contract of sale shall be governed and interpreted according to the laws of France.

All disputes arising out of or in connection with the validity, interpretation, performance, non-performance or termination of this Contract shall be submitted to arbitration under the CMAP (Centre for Mediation and Arbitration of Paris, Paris Chamber of Commerce and Industry - 39, avenue Franklin D. Roosevelt, 75008 Paris) Rules of Arbitration to which the parties undertake to adhere. The seat of the arbitration shall be Paris. The arbitration shall be conducted in the French language. The applicable rules of law are France laws.

The parties expressly do not exclude the possibility to apply for setting aside the arbitral award before the French jurisdictions.

ARTICLE 15 – PRIVACY

In accordance with the data-processing and liberties law of 6 January 1978, you have the right to access, amend and delete personal data relating to you. To do this, simply write to us at Ophelia Sensors S.A.S. – 10, rue de Montmorency – 75003 Paris (France).