

General Terms of Sale and Conditions 01/2011

Unless otherwise stipulated, as specified in a specific agreement between the parties, all orders placed are subject, without exception, to our G.T.S. whatever the customer's general terms of purchase, the customer hereby declaring and acknowledging that he is aware of the G.T.S. and expressly accepts them.

1. GENERAL POINTS The information given by ALDES in any catalogues, brochures, price lists and drawings are for information only, ALDES reserving the right, at any time and without prior notice, to make modifications thereto, except when a technical file supporting a sales contract is drawn up in reference to the equipment. ALDES is only bound by any undertakings made by its employees if it has issued written confirmation thereof. No order shall be deemed accepted unless it is expressly accepted by a document bearing a registration number and acknowledging receipt of said order.

2. TECHNICAL SURVEYS AND PROJECTS ALDES' liability is limited to the characteristics of the products. The Customer remains liable for the choice of the product and its start-up according to the properties of the installation. Any theoretical or computational drawings giving dimensions, drawn up by ALDES, or which result from computer-assisted calculation software made available for the purpose of surveys and price offers, cannot be considered as a technical survey of the actual installation. Indeed any such survey remains the task and responsibility of the project manager or, if appropriate, the specialised company.

3. PRICE The products are supplied at the rates given in the unit price scale detailed in our Price Catalogue herewith and, if appropriate, the sales offer addressed to the Customer.

The unit price scale in our Price Catalogue herewith is not applicable in the following cases:

- specific product packaging;
- a specific order requiring one or more product changes and/or mountings;
- an order requiring technical survey costs;
- special terms or specific delivery deadlines.

Unit prices may also vary according to the frequency of delivery. In these cases, the Customer must ask ALDES to provide a specific estimate beforehand. Prices are quoted in Euros excluding VAT, net of any discount. Price quotations do not constitute a firm offer as our prices may be modified without prior notice. Confirmed prices are those in force at the time of the order. The prices indicated are those in force at the time of delivery. Unless otherwise stipulated, offers only remain valid (content and price) for a period of one month.

For all orders for an amount of less than 250 USD, 25 USD excl. VAT shall be invoiced for general expenses.

Notwithstanding the stipulations given herein, our prices shall be revised to take into account any new taxes, duties or costs generated by a change in the legislation relative to the conformance of our products, the prevention and management of waste concerning electrical and electronic equipment and their elimination, processing and recovery without this list being exhaustive. Our prices shall be revised if the price of raw materials rises.

4. SALES RETURNS AND ALLOWANCES The Customer may benefit from the sales returns and allowances listed in the price scale in our Price Catalogue herewith according to the quantities ordered, promotional discounts and collection terms.

5. DEADLINES Delivery deadlines are approximate and given for information only. They are quoted "delivered" except for export orders, for which the delivery time given for information only on our acknowledgements of orders corresponds to the date the goods are made available at our loading bays. Any extension of the delivery time shall not lead to the cancellation of the order, nor a request to revise the prices nor any indemnity, unless otherwise agreed. We are rightfully released from any undertaking relating to the delivery times if the terms of payment are not respected by the purchaser or in the case of circumstances beyond our control, or in the case of force majeure or events such as lock-outs, strikes, epidemics, war, requisition, fire, flooding, tooling accidents, significant rejects during manufacturing, interruption or delays in terms of transport or any other cause leading to the total or partial lay off of our workforce or our suppliers. We shall keep the purchaser informed of this type of case or event.

6. DELIVERIES Delivery automatically engenders invoicing. Unless otherwise stipulated, delivery is deemed to be at our factories or warehouses. Prices are quoted excl. VAT at our factories or warehouses.

Delivery is carried out either by handing the goods directly to the customer, or by simple notification that they are available, or else by delivery at our factories or warehouses to a carrier or forwarding agent appointed by the customer or, failing this appointment, chosen by us. The principle of delivery at our factories or warehouses is not subject to change due to contrary indications such as: free on rail, free at wharf, free customer's premises or by the partial or total reimbursement of transport costs. Should the dispatching be delayed for any reason whatsoever beyond the seller's control and if the seller agrees thereto, the equipment shall be stored and handled at the cost and risks of the purchaser, the seller declining all subsequent liability in this respect. These provisions do not in any way modify the obligations governing the payment of the supplies and do not constitute a substitution in any way. Delivery times run from the latest of the following dates: the date of acknowledgement of receipt of the order, the dates on which the information reached us, or the down payment or supplies that the purchaser undertook to give to us. Once sold and delivered, the equipment shall not be taken back excepting a written agreement given by our head office in which the terms thereof are specified in accordance with the provisions of § 13 herein.

We are not liable for any rust, dampness or any damage whatsoever occurring to the goods after their dispatching or their being made available to the purchaser. In the case of damage of any nature whatsoever occurring during transport, it is up to the consignee to exert any recourse against the carrier or the insurer by the usual means and within the usual deadlines.

7. PACKAGING The customer always pays for the packaging, which is not taken back by us unless otherwise stipulated. In the absence of specifications, the packaging is prepared by us in the best interests of the customer.

8. PROCESSING OF ELECTRICAL AND ELECTRONIC EQUIPMENT WASTE accordance with Decree n°2005-829 of 20th July 2005, ALDES contributes to the selective collection of waste according to the provisions of article 8 III. We are registered as producers of electrical and electronic equipment in the National Register of Producers. Our products carry markings specifying our identity and an inspection label showing the date on which the equipment was put on the market.

- "Household" category products as defined in Decree n°2005-829 of 20th July 2005. ALDES has delegated an eco-organisation with the responsibility of removing and processing waste coming under the "household" category. Under article 13 of the Decree, these articles are subject to a waste elimination cost (Environmental Duty). This cost is mentioned on our invoices. It is up to the distributor or fitter to pass this cost on to the end customer, without modifying the sum.

- Other products defined by Decree n°2005-829 of 20th July 2005. For other electrical and electronic products not subject to this unit cost, in accordance with article 18 of Decree n°2005-829 of 20th July 2005, the customer shall assume the financing and organisation of the elimination of waste resulting from this equipment under the conditions provided for in articles 21 and 22 of this decree. The customer must be able to provide us with documents proving that the obligations thus defined have been fulfilled. Otherwise, ALDES reserves the right to claim compensation for any subsequent prejudice that may be incurred.

This information is available for consultation on our website: www.aldes.fr

9. TERMS OF PAYMENT In accordance with Act n° 2001-420 of 15th May 2001 and the European Directive 2000/35/EC of 29th June 2000:

- Payments occur, unless otherwise expressly stipulated, on the 30th day following the date the equipment is invoiced, this being defined as the delivery under § 6 herein. Down payments shall be paid immediately.
- Any late payment shall result in the application of interest for late payment at twice the interest rate set by decree for the duration of the calendar year in question.

Any clause or request to obtain or set a payment deadline beyond the 30-day period, which reflects the usual professional conditions in the mechanical industries, made without any objective reason justified by the customer may be considered as improper under article L.442-6-7° of the Commercial Code as results from the Act of 15th May 2001 mentioned hereabove. Payments are to be made to our head office and, excepting an agreement to the contrary, are payable net and without discount. Failing an agreement between the parties, repair work,

maintenance and additional supplies or supplies delivered during the assembly process are invoiced monthly and payable immediately net and without discount.

The invoice mentions the date on which payment should occur. Payments are made to our offices. Agreed payment dates may not be postponed for any reason whatsoever, including in the case of a dispute. In the case of the purchaser selling, transferring or pledging the business or equipment as collateral or capital investment, and also in the case where one of the payments or acceptance of drafts is not carried out on the due date, the sums owing shall be payable immediately whatever terms were previously agreed upon.

Penal clause: in accordance with article 1226 of the Civil Code, in the case of debtor insolvency, the sums due collected by legal means shall be incremented, in addition to interest for late payment, by an indemnity set at 15 % of the amount. In the case of non-payment on the due date, ALDES may suspend the consignment of other goods ordered by the same customer without incurring the payment of any damages.

Any significant change in the financial or economic situation of the purchaser, even after the partial performance of orders, may lead to the terms of payment relative to said orders being reviewed. As ALDES is neither a contractor nor a work contractor, the company is not subject to the provisions of Article 1799-1 of the Civil Code. ALDES does not therefore accept any deduction for guarantee on the amount of the products invoiced, whether it is secured or not.

10. TRANSFER OF OWNERSHIP We remain the owners of the goods sold until the full price has been paid in terms of the principal sum and ancillary costs.

Failure to pay any one of the instalments may lead to the property being claimed back. From the time of delivery, as defined under paragraph 6 hereabove, the purchaser shall assume the risks of loss and damage to the goods and all liability for damage incurred.

11. TRANSPORT, CUSTOMS, INSURANCE, ETC. Operations including transport, insurance, customs, handling and transferring the goods on site are conducted at the expense and risk of the purchaser. It is up to the purchaser to check the consignments at the point of destination and to exert any recourse against the carriers, even if the consignment was carriage-paid. In the case of a consignment conducted by our company, this consignment is conducted carriage due, at the lowest price, unless otherwise expressly requested by the purchaser and, in all cases, is performed under the full liability of the purchaser.

12. INSPECTION AND TESTING For all goods submitted to inspection or in-factory commissioning, this must be conducted in factory before dispatching. Any purchaser requesting in-factory commissioning must indicate the nature of the tests required. The cost of receiving agents and the cost of inspection certificates are payable by the purchaser. Should the receiving agents not be present on the day agreed to for the testing, the goods shall be considered as accepted upon loading at the factory.

If, after delivery, the characteristics or performance of the equipment is contested and requires measurements performed by ALDES, the purchaser shall bear all the costs committed by ALDES if it is proved that the services undertaken by ALDES were duly respected.

13. CLAIMS - CANCELLATIONS OF ORDERS - RETURNED EQUIPMENT

13.1. Claims Claims concerning transport must be made as customary with the carrier with a duplicate sent to ALDES. Claims concerning quantity or weight can only be accepted if they are made in writing within two days of the goods arriving at their destination and, of course, before any transformation or installation.

Claims concerning quality can only be accepted if they are made in writing within eight days of the arrival of the goods at their destination. In the case of a claim which we acknowledge is justified, our liability is limited to the replacement of the part acknowledged as being faulty under the terms and within the limits stipulated in § 14 hereunder, without it being possible to claim any indemnity for any reason whatsoever. All the goods that are replaced must be returned to our factory, unless otherwise stipulated. All exchanges or returns must be carried out by our usual carriers. Any departure from this rule shall be payable by the purchaser.

13.2. Cancellation of orders The customer is liable for any cancellation of order. The customer may not cancel orders without our express, prior agreement and only on the minimum condition that the customer takes delivery of any equipment already manufactured and pays an indemnity covering our outlay and loss of profit for the equipment in the process of being manufactured. In the case of a change in the purchaser's situation and, in particular, in the case of death, incapacity, winding-up or modification of the company, mortgaging of the real estate, the business being pledged as security etc., ALDES reserves the right, even after the partial performance of an order, to demand guarantees or to cancel the balance of the orders in process in the name of the purchaser in question.

13.3. Return of equipment Standard appliances stocked by ALDES can only be returned under exceptional circumstances if they are in their initial state, at 50% of their value and following agreement in writing by ALDES. They shall be returned carriage paid.

14. GUARANTEES **14.1. Defects coming under the guarantee** The guarantee is applied to appliances used and maintained in accordance with user standards and our installation recommendations and that have not been subject to any external damage (electrical shocks, inclement weather), modifications made by the customer or abnormal usage.

The guarantee covers the replacement of equipment acknowledged as being faulty by our technical services to the exclusion of any labour and travelling expenses which may be incurred.

The guarantee excludes any incidents due to circumstances beyond our control or cases of force majeure, and all replacements or repairs resulting from the normal wear and tear of the equipment, damage or accidents resulting from negligence, faults due to ineffective supervision or maintenance and all incorrect use of the equipment in question.

14.2. Duration and start of the guarantee Our guarantee covers a period of one year from the date of invoice. It is understood that the replacement of one part does not modify the duration of the initial guarantee for the product concerned. ALDES' liability is strictly limited to the obligations defined herein and it is expressly agreed that ALDES shall not be bound to pay any indemnity including for financial or indirect loss such as loss of profit, operating loss, loss of profit margin, claims by third parties etc.

14.3. Obligations of the purchaser To be able to benefit from these provisions, the purchaser must inform us without delay and in writing of any defects attributed to the equipment and provide all relevant justifications. The purchaser is bound to facilitate all actions so that a statement of these defects can be made and a solution found. He must abstain from carrying out repairs himself or having them carried out by a third party, excepting express agreement from us.

14.4. Means of exercising the guarantee Once informed thereof, it is up to our company to repair the defect at our cost and in good time. We reserve the right to modify the devices on the equipment if necessary, so as to be able to fulfil these obligations. Work resulting from the guarantee clause are in principle conducted in our workshops once the purchaser has sent the equipment or the faulty parts back for the purpose of repairs or replacement. However, in view of the nature of the equipment, should the equipment be repaired on the site of installation, we shall bear the labour costs corresponding to these repairs, excluding the time spent for preliminary work or any dismantling and remounting operations made necessary by the conditions of use or installation of the equipment and with regard to any items that are not included in the supplies in question.

The cost of transporting the equipment or the faulty parts and the return of the equipment or parts once they have been repaired or replaced is payable by the purchaser, as are the travelling and accommodation expenses of our agents in the case of repairs conducted on the site of installation.

Any parts replaced free of charge become our property and remain at our disposal.

14.5. Damages Our liability is strictly limited to the obligations defined herein and cannot access the cost of the products or services invoiced and it is expressly agreed that we are not bound to pay any indemnity, including financial or indirect loss such as loss of profit, loss of use or income, claims by third parties etc.

15. DISPUTES If a friendly settlement is not reached, it is expressly agreed that any dispute relating to the contract shall come under the exclusive jurisdiction of the court of our domicile, even in the case of an impleader or in the case of more than one defendant.

16. SPECIAL CONVENTIONS Any special convention, and any departure from any one of these terms and conditions must be the subject of a special, written agreement. All the general terms not expressly modified or waived in this special agreement shall remain fully effective.