ARTICLE 1. AGREEMENT. These Standard Terms and Conditions shall apply to all offers made by Radiall (hereinafter referred to as "the Seller"), and all contracts (hereinafter referred to as "the Contract") made hereunder. Any purchase order or inquiry which is not accompanied by an entity or entity (hereinafter "the Products") from the Seller. These Standard Terms and Conditions shall constitute the entire agreement between the Seller and the Buyer with respect to the sale and delivery of the Products and the performance of any work by the Seller, and no variation or waiver or addition to this Standard Terms and Conditions shall be binding unless expressly confirmed by the Seller in writing. These Standard Terms and Conditions shall have precedence over and be preferred to any provisions contained in the Buyer's purchase order or document or other documents emanating from the Buyer and any such Buyer's conditions shall be of no force and effect unless expressly accepted in writing by the Seller.

ARTICLE 2. OFFERS AND OFFERS. Unless previously withdrawn, Seller's offer is open for acceptance within the period stated therein, or when no period is stated within thirty (30) days from the date thereof. Any purchase order received by the Seller, whether or not to such offer, and any agreement and contractual change shall only be binding on the Seller at such time as the Seller gives to the Buyer written notice thereof. The Seller's offer of a price or prices shall be open for acceptance unless otherwise agreed in writing. If, before the date of actual delivery variations occur in the abovementioned costs, the Seller shall be entitled to revise the prices quoted to provide for such variations. In the event of a change or an inconsistency, by any governmental regulations of any taxes, levies or import duties, the Seller shall be entitled to pass on the Buyer the price increase resulting thereof.

ARTICLE 4. PAYMENT. Unless otherwise agreed in writing, all accounts are strictly net and are due for payment within thirty (30) days from the date of the invoice. Interest on late payment shall be charged to the Buyer in the amount of 2% per month or part thereof and may be charged at any time. Early payment discounts are allowed. Late payment may cause the invoice to be legally increased of a 4% penalty provided under article L.441-6 of the French commercial code, and which amount is set by decree n°2012-1115 of October 2nd, 2012, transposed from European Directive 2011/7 of February 16th, 2011. Should the amount of the penalty be forthwith applicable and shall replace the 4% amount stipulated in the previous article.

ARTICLE 6. RESERVATION OF TITLE. Title to any products sold under any contract shall not pass to the Buyer until the Seller has received payment in full of all sums invoiced together with any interests accrued thereon and other charges. In the meantime the Seller shall retain the full legal and beneficial owner of the Products and the Buyer shall hold the Products for the Seller on a trust basis in the ratio of 1 to 1. If a Product defaults and repair or replacement thereof is not completed within thirty (30) days of the date of invoice, the Buyer shall be deemed to have accepted the Products and shall have no warranty of conformity claim and no claim to compensation whatsoever. If a notification is made within the fifteen (15) day period, the Seller shall replace or repair incorrect Products and/or deliver additional Products to meet the ordered quantity and the Buyer shall have no claim to compensation whatsoever.

ARTICLE 7. DELIVERY. Unless otherwise agreed in writing, all deliveries of Products shall be made Free Carrier (CIF) in accordance with ICC's Incoterms (2000 edition). All risks of loss or damage to the Products shall pass to the Buyer when the Products pass the Buyer's Company House at the point of dispatch to the Buyer. The delivery dates specified in the contract shall be binding on both parties, the Seller reserves the right to claim the failure to deliver the Products in other products or equipment if such performance is hindered or delayed by an event beyond the Seller's reasonable control. The Seller's warranted age of completion of the Products or any of them of the equipment in which the Products have been incorporated. Until such time as title to the Products passes to the Buyer or until such time as the Products are sold, the Buyer shall keep the Products fully insured with a reputable insurer and shall store them in such a way as to be readily identifiable as being the Seller's property. The Seller has the right to recover possession of any of the Products at any time and is entitled to enter upon any of the premises of the Buyer for the purpose of doing so. If the Buyer makes an assignment for the benefit of creditors, is adjudicated bankrupt or insolvent, has any proceedings commenced against it for reorganization, readjustment of debt, dissolution or liquidation, or has its business wound up, the Seller shall be entitled to claim back as its property any Products delivered but not yet paid for or not paid for in full, without prejudice to its rights to demand compensation for any losses or damages resulting thereof.

ARTICLE 8. WARRANTY. Unless otherwise agreed in writing, the Seller warrants that the Products, when properly used, stored and maintained, and if properly assembled and installed, shall comply with the applicable technical specifications pertaining thereto and shall be free from defects in materials and workmanship and the Seller undertakes, at its sole option, either to repair or replace it in its premises and at its expense the Products found to be defective within twelve (12) calendar months of the date of delivery or credit the Buyer the purchase price of such defective Products. Buyer shall notify the Seller, in writing and without delay, the defects discovered and shall give to the Seller all evidence and justification available. The Seller's warranty does not extend to (i) any defect, damage or loss due to misuse, normal wear and tear, accident, disaster, abuse, neglect, and (ii) defect, damage or loss caused by Product which has been repaired or altered by the Buyer or a third party without the Seller's prior written approval, and (iii) defects, damages or losses arising out of incorrect or insufficient specifications, drawings, data or instructions furnished by the Buyer. In case any returned Product is being found on investigation by the Seller to be outside the scope or duration of the warranty or the fault being unconfirmed, the Buyer is entitled to charge the Buyer all costs incurred by the Seller in connection therewith. The Buyer must receive a return material authorization (RMA) number from the Seller prior to sending the returned Products. The Buyer shall pay for all delivery charges of the Products to the Seller and for the return of repaired Products and replacement Products to the Buyer will be borne by the Buyer. Repair or replacement of Products shall not extend the original warranty. The Buyer is responsible for insurance costs for return of the Products. The Seller's warranty does not extend to (i) any of the Products at any time and is entitled to enter upon any of the premises of the Buyer for the purpose of doing so. If the Buyer makes an assignment for the benefit of creditors, is adjudicated bankrupt or insolvent, has any proceedings commenced against it for reorganization, readjustment of debt, dissolution or liquidation, or has its business wound up, the Seller shall be entitled to claim back as its property any Products delivered but not yet paid for or not paid for in full, without prejudice to its rights to demand compensation for any losses or damages resulting thereof.

ARTICLE 9. ASSIGNMENT. The Buyer shall not assign the Contract in whole or in part to any third party without the Seller's prior written consent.

ARTICLE 10. EXPORT RESTRICTIONS. Products delivered by the Seller shall be subject to U.S. or other regulations restricting export thereof. The Buyer is responsible for ascertaining the status of the Products in this respect.

ARTICLE 11. CONFIDENTIALITY. Either party to the Contract shall maintain in strict confidence and shall not, without the other party's prior written authorization, disclose to third parties any documents and confidential information designated by the furnishing party as confidential, and furnished to the other party pursuant to the Contract. The receiving party shall not use the other party's confidential information for any other purpose than the performance of the Contract and shall communicate it to its employees only on a “need to know” basis. The parties' obligations under this Clause shall survive the termination of the Contract.

ARTICLE 12. FORCE MAJEURE. The Seller shall not be liable for the non performance or delayed performance of any of its obligations under the Contract, if such performance is hindered or delayed by an event beyond the Seller's reasonable control, including, without limitation, acts of God, war, civil unrest, embargos, natural disasters, fire, explosions, accidents, strike, lock-out and other general labor disputes, exceptional weather conditions, breakdown or general unavailability of transport facilities, general shortages of energy and materials. The performance of the Seller's obligations shall be suspended for the time of the force majeure event.

ARTICLE 13. LIABILITY. In no event shall the Seller be liable, whether under contract, tort, statute or otherwise for loss of production, loss of business, of revenue, of goodwill, loss of profits or any other indirect, special, punitive, consequential or financial damages or losses. In case the Seller would be held liable towards the Buyer or any third person for any bodily injury (including death) however caused, it is hereby expressly agreed that the Seller's liability will not exceed in aggregate the amount of the insurance cover available under Seller’s liability insurance. In case the Seller would be held liable towards the Buyer or any third person for any damage to material or equipment in an amount greater than the sum of (a) the amount of the insurance cover available under Seller's liability insurance and (b) 200,000 Euros, the Seller shall not be liable for any loss or damage exceeding the sum of (a) the amount of the insurance cover available under Seller's liability insurance and (b) 200,000 Euros or the equivalent of twice the price paid at the time of the claim for the Products already delivered, whichever is the lesser. Buyer is responsible for the collection, treatment, recycling, recovery and disposal of Products and other components sold by Seller to Buyer, and for the associated costs and expenses, unless agreed otherwise.

ARTICLE 14. INDEMNITY. The Buyer shall indemnify and hold the Seller harmless from any liabilities, claims, costs (including reasonable attorney's fees), expenses and damages in connection with the infringement by the Buyer of a patent, copyright or other intellectual property right which arises from (i) the Seller's compliance with the Buyer's design or specifications or (ii) the incorporation of Seller’s Products in other products or equipment.

ARTICLE 15. INTELLECTUAL PROPERTY. Seller shall remain the sole owner of the samples, projects, designs and all other documents made by Seller in the framework of this Contract, which shall not be disclosed to third parties or parties not with Seller's written consent. The technology and know-how, patented or not, which are part of the Products as well as all industrial and intellectual property rights relating to the Products shall be the exclusive property of Seller.

ARTICLE 16. ASSIGNMENT. The Buyer shall not assign the Contract in whole or in part to any third party without the Seller's prior written consent.

ARTICLE 17. APPLICABLE LAW. The Contract shall be governed by and construed in all respects in accordance with the laws of the country of the Buyer. Seller's or the Seller's preferred source's of contract.

ARTICLE 18. MISCELLANEOUS PROVISIONS. If any of the provisions hereof is determined to be invalid, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect. Any delay or failure of the Seller to enforce at any time any provision hereof shall not constitute a waiver of the right thereafter to enforce each and every provision hereof. Unless agreed otherwise between the parties, the Seller shall be responsible for the waste Products' collection, treatment, recycling, recovery and shall be liable for the associated costs.