

STANDARD TERMS AND CONDITIONS OF SALE**DEFINITIONS**

For the requirements of the Contract, the terms and expressions below have the following meanings:

Supplier: designates AC-SP ETUDE & RECHERCHE EN HYGIENE INDUSTRIELLE SAS, a simplified joint stock company under French law with a capital of €15,000, whose registered office is at ZAC de TESAN – lot n° 10 – Impasse des Carignans - 30126 SAINT LAURENT DES ARBRES, registered in the Trade and Companies Register under the number 513 139 022;

Purchaser: designates the professional co-contractor with the Service Provider;

Purchase order: designates the contractual document enclosed with this document, which indicates in particular the Price, it being specified that the signing of the Purchase order entails by right an obligation to comply with these Standard Terms and Conditions of Sale;

Contract: designates the set of documents made up of these Standard Terms and Conditions of Sale, the enclosed Purchase order and any other commercial documents sent to the Purchaser;

ARTICLE 1: SCOPE OF APPLICATION

These standard terms and conditions of sale apply to all sales concluded by AC-SP with professional purchasers, regardless of any clauses that may be present in the Purchaser's documents, in particular the clauses of its standard terms and conditions of purchase, and concern products manufactured or distributed by the Supplier.

ARTICLE 2: ORDERS - PRICES

2-1 Sales will only be complete after the Purchaser's order has been expressly accepted in writing by the Supplier, which will ensure in particular the availability of the products requested. Orders must be confirmed in writing by means of a purchase order duly signed by the Purchaser. Products will be supplied at the prices mentioned in the commercial proposal sent to the Purchaser. These prices are firm and cannot be revised during their period of validity.

2-2 Any modifications that may be requested by the Purchaser can only be taken into account, within the limit of the possibilities open to the Supplier and at its sole discretion, if the latter is notified of them in writing. At all events, the said modifications can only be accepted if the Supplier is notified of them at least 15 days before the scheduled delivery date, after signing by the Purchaser of a specific new purchase order, and possible adjustment of the price.

2-3 If an order is cancelled by the Purchaser after its acceptance by the Supplier, for any reason whatsoever apart from the occurrence of a case of force majeure, the advance payment paid for the order, as defined in the article entitled "Deliveries" of these Standard Terms and Conditions of Sale will by right be definitively acquired by the Supplier and cannot give rise to any reimbursement.

2-4 Products will be supplied at the prices in force on the date on which the order is placed, and where applicable at the prices stated in the specific commercial proposal sent to the Purchaser. These prices are firm and cannot be revised during their period of validity, as indicated by the Supplier. These prices are net, exclusive of taxes, ex works and subject to packaging costs payable in addition. They do not include transport, or possible customs duties, or the insurance which will be payable by the Purchaser. Special price terms may be applied in the light of specificities requested by the Purchaser, concerning in particular the delivery terms and times, or the payment times and terms. A special commercial proposal will then be sent to the Purchaser by the Supplier.

ARTICLE 3: PAYMENT TERMS

The price is payable immediately and in full on the day of delivery of the products on the terms defined in the article below entitled "Deliveries" and as indicated on the invoice remitted to the Purchaser. Additionally, it is specified that the payment time cannot under any circumstances exceed 45 days from the end of the month of invoicing or 60 days as from the issue date of the invoice. In the case of late payment or the payment of sums due by the Purchaser after the timeframe set above, after the payment date specified on the invoice sent to the Purchaser, penalties for late payment equal to the official interest rate plus ten percentage points will automatically and by right be due to the Supplier, without any formality or prior formal request being necessary, without prejudice to any other action that the Supplier will be entitled to take against the Purchaser on this score. Lastly, a fixed indemnity of €40 for recovery expenses will be due by the Purchaser by right and without prior notification in the case of late payment. The Supplier reserves the right to claim additional indemnification from the Purchaser if the recovery expenses actually incurred exceed this amount, on presentation of supporting documents. Until the price for products sold has been paid in full by the Purchaser, the Supplier will retain ownership of the said products, enabling it to retake possession of them. Any advance

payment paid by the Purchaser will be definitively acquired by the Supplier on the score of a fixed indemnity, without prejudice to any other action that it will be entitled to take against the Purchaser on account of this situation. However, risks relating to loss or deterioration of products ordered will be transferred to the Purchaser as from the time that they leave the factory. Consequently, the Purchaser undertakes to insure the products ordered at its expense, to the benefit of the Supplier, by means of an appropriate insurance policy, until ownership of the products has been transferred in full, and to provide proof of this to the latter at the time of delivery. Failing this, the Supplier will be entitled to delay the delivery until this proof is presented.

ARTICLE 4: DELIVERIES

Products acquired by the Purchaser will be delivered on the date mentioned on the Purchase order. This does not constitute a strict delivery time that must imperatively be adhered to and the Supplier cannot be held liable towards the Purchaser if a case of late delivery does not exceed 15 days of lateness. In the case of a delivery being late by more than 15 days, the Purchaser may request the cancellation of the sale. Advance payments already paid will then be returned to it by the Supplier. The Supplier cannot under any circumstances be held liable if a case of late delivery or suspension of a delivery is attributable to the Purchaser or is due to a case of force majeure. The Purchaser will be obliged to inspect the visible condition of the products at the time of delivery. If no reservations are expressly made to the Supplier in writing by the Purchaser within a timeframe of 3 days as from the delivery, the products will be deemed to conform to the order in terms of quantity and quality. The Purchaser acknowledges that it is the responsibility of the carrier to make the delivery, as the Supplier will be deemed to have fulfilled its delivery obligation once it has handed over the goods sold to the carrier and the latter has unreservedly accepted them. The Purchaser will accordingly not be able to make any warranty claim against the loader, even if this is the Supplier, in the case of failure to deliver the goods transported. No claim can be validly accepted in the case of failure to comply with these formalities by the Purchaser. The Supplier will replace as quickly as possible and at its expense, any products delivered whose non-compliance has been duly proven by the Purchaser.

ARTICLE 5: TRANSFER OF OWNERSHIP - TRANSFER OF RISKS

The transfer of ownership of the Supplier's products to the Purchaser will only take place after the price for the products concerned has been paid in full by the latter, regardless of the delivery date of the said products. The goods will therefore remain the property of the supplier until they have been paid for in full. However, risks relating to loss or deterioration of the products will be transferred to the Purchaser as from the time that the said products leave the factory. In the context of international exchanges, the equipment will be sold by the Supplier in application of the Incoterm EXW within the meaning of the 2010 Incoterms

ARTICLE 6 - SUPPLIER'S LIABILITY - WARRANTY

The products delivered by the Supplier benefit from a warranty covering non-compliance of the products to the order and any hidden defects, stemming from defective materials or a design or manufacturing defect affecting the products delivered and rendering them unfit for use. This warranty is limited to the replacement of, or the issuing of a refund for, products that are non-compliant or affected by a defect. No warranty will apply if the Purchaser uses the products incorrectly, is negligent with regard to them, fails to properly maintain them, or they have suffered abnormal wear or been affected by a case of force majeure. In order to assert its rights, the Purchaser must, under penalty of the time-barring of any related action, inform the Supplier in writing of the existence of hidden defects within a maximum timeframe of 2 weeks as from their discovery. The Supplier will replace or repair the products or parts under warranty that are deemed defective. This warranty also covers labour costs. The replacement of defective products or parts will not result in extension of the warranty period specified above.

ARTICLE 7: COMMUNICATION CARRIED OUT BY THE SUPPLIER

The Supplier will be entitled to mention the Purchaser (by using its name and/or its trademark/logo), evoke the business relations that exist between the Supplier and the Purchaser, and to describe in a general manner the services carried out on behalf of the Purchaser, in its promotional/commercial documents destined for clients and/or prospects, on its website and on the occasion of public interventions/presentations.

ARTICLE 8: CONFIDENTIALITY

With the exception of the provisions of Article 10 of these Standard Terms and Conditions of Sale, each Party undertakes not to communicate to anyone, directly or indirectly, all or part of any information which is communicated to it by the other Party or that comes to its knowledge on the occasion of the negotiation or performance of the Contract, and undertakes to ensure that this obligation is complied with by all the members

of its permanent or occasional personnel. The aforementioned obligations will remain in force throughout the entire duration of the Contract and after its expiry or cancellation, regardless of the reasons for this, for an additional period of five (5) years.

ARTICLE 9: FORCE MAJEURE

The Supplier cannot be held liable for partial or total failure to perform its obligations or any delay in the performance of these, if this non-performance or delay was caused by the occurrence of unforeseeable, not reasonably surmountable and external events.

The Supplier will inform the Purchaser of any delay resulting from a case of force majeure and take all appropriate measures to correct the situation. If the delay caused by force majeure exceeds ninety (90) days, each party may cancel this contract. Payment will remain due for obligations already fulfilled and the parties will settle their accounts in consequence, without having the possibility of claiming any indemnity of any kind whatsoever.

ARTICLE 10: PERSONAL DATA

The Supplier may collect personal data concerning the Purchaser in the context of the Contract, which the Purchaser accepts, it being specified that the end purpose of the collection and processing of this personal data is the performance of the Contract, and this data will not be communicated to third parties without the express consent of the Purchaser. In accordance with the provisions of Act no. 78-17 of 6 January 1978 concerning information technology, files and civil liberties, the Purchaser has a right to access, object to the storage of and rectify personal data that it supplies to the Company in the context of the Contract, which it may exercise by sending an email to the following address: f.platon@acsp-metrologie.com.

ARTICLE 11: GENERAL PROVISIONS

11.1 - If any of the provisions of this contract come to be declared null and void or without effect, in any manner and for any reason whatsoever, it will be deemed to have not been written and will not lead to the nullity of the other provisions of this contract.

11.2 - The Purchaser acts in its own name and on its own behalf. It does not have the power to and is not authorised to enter into binding commitments on behalf of AC-SP, in any way whatsoever.

11.3 - The Purchaser cannot transfer this contract with the rights and obligations pertaining to it without the prior written agreement of AC-SP.

11.4 - For the performance of the Contract, each Party elects domicile at the address of its registered office indicated on the Purchase order. Any change of domicile by one of the Parties will only be enforceable on the other party on the expiry of a timeframe of fifteen (15) days as from receipt of notification of it, which must be made by means of a letter sent by recorded delivery with return receipt.

11.5 - The Contract reflects all the commitments made by the Parties relating to the subject of this document. It cancels and replaces all written and verbal agreements or documents remitted or exchanged by the Parties prior to its signing which relate to the same subject.

11.6 - Any modification of any of the clauses or provisions of the Contract must be recorded in a written document signed by the persons duly empowered by each Party, which will constitute a rider to these Standard Terms and Conditions of Sale.

11.7 - If there is any contradiction between the Purchase order and these Standard Terms and Conditions of Sale, the order of priority of these documents will be as follows: the Purchase order and then these Standard Terms and Conditions of Sale.

11.8 - Any failure, regardless of its duration, to invoke the existence of or the total or partial breach of any of the clauses of the Contract cannot constitute modification or cancellation of the said clause, or renunciation of the right to invoke prior, concomitant or future breaches of the same clause or other clauses. Such a renunciation will only take effect if it is expressed in a written document signed by the person duly empowered for this purpose.

ARTICLE 12: APPLICABLE LAW - ATTRIBUTION OF COMPETENCE

The Contract will be governed by French law, to the exclusion of any other, notwithstanding any rules concerning conflicts of law which could be applicable. Any disputes that may arise between the Parties concerning the interpretation, performance or consequences of the Contract must be submitted to the competent courts of Nîmes, even in the case of summary proceedings, or if there are multiple defendants, or in the event of a recourse in warranty.

ARTICLE 13: APPROVAL OF THE STANDARD TERMS AND CONDITIONS OF SALE

By signing the Purchase order, the Purchaser declares that it has read and accepted these standard terms and conditions of sale.



N° 120729