

ENENSYS General Terms and Conditions of Sales

Article 1 - General Agreement

This General Terms and Conditions of Sales as set forth herein apply exclusively to contracts between ENENSYS and any professional (herein after called the "CUSTOMER"). These General Terms and Conditions govern all the sales of ENENSYS products. The present General Terms and Conditions are expressly agreed upon by the CUSTOMER. Acceptance by the CUSTOMER of these General Terms Conditions means that ENENSYS will under no circumstances be bound by any of the CUSTOMER's own general terms and conditions of purchase.

Article 2 - Orders

2.1 Orders will be placed by the CUSTOMER to ENENSYS either by mail of fax. E-mail or telephone orders shall be confirmed by mean of fax or standard mail.

2.2 Any first order will be completed only upon advance payment by the CUSTOMER, unless expressly otherwise agreed by ENENSYS

2.3 ENENSYS reserves the right to accept or reject orders. The orders is considered to be accepted if it is not rejected by ENENSYS within 8 (eight) working days following the reception of the order.

2.4 The CUSTOMER shall inform ENENSYS of any modification of the order within 8 (eight) days. Any modification of the order will be binding only with prior express acceptance by ENENSYS.

Article 3 - Price

3.1 The prices are listed on the ENENSYS published price list at the date the order was placed.

3.2 All prices are stated in EUROS, exclusive of tax, shipment not included.

Article 4 - Price

4.1 Payment shall be made by cheque in Euros, or by wire transfer at the principal's costs.

4.2 Payment shall be made by the CUSTOMER within 30 (thirty) days from the date of invoice.

4.3 Late payment will automatically imply a penalty fee equal to twice the legal interest, without any prior notice.

Article 5 - Ownership

5.1 The ownership of the products is transferred upon completion of the whole payment of the order by the CUSTOMER to ENENSYS.

5.2 The CUSTOMER undertakes to inform third parties or ENENSYS ownership in all circumstances, especially in case of claim, seizure, bankruptcy proceedings or turnaround.

Article 6 - Transfer of Risks

Risk of loss or damage shall pass to the CUSTOMER upon delivery of the products.

Article 7 - Delivery

7.1 Delivery shall be agreed "Ex-Works" (INCOTERM CCI 2010) at the time of the availability of the products at ENENSYS mentioned address subsequent to a regular prior notice of the delivery to the CUSTOMER.

7.2 The parties may agree on different terms and conditions of delivery, submitted to the express acceptance by ENENSYS of the CUSTOMER's order.

7.3 Delivery period is approximate. Late delivery shall neither entitle the CUSTOMER to terminate the contract, nor render ENENSYS liable for any damages for breach of contract wether entire or partial, or for non delivery if delays are caused by circumstances beyond its control.

Article 8 - Warranty

8.1 Every PRODUCTS have a standard warranty of 1 (one) year from the delivery.

8.2 The CUSTOMER must inspect the delivered products, for any defects or non-conformity shall be reported to ENENSYS within a 3 (three) working day period from the delivery, by a letter sent by recorded delivery.

8.3 In case a concealed defect should appear, the CUSTOMER shall inform ENENSYS within a 3 (three) day period from the appearance of the defect by a letter sent by recorded delivery.

8.4 In any case, it is for the CUSTOMER to bring the supporting documents as for the reality of the noted defects. The Products may not be returned to ENENSYS without prior express consent of ENENSYS.

8.5 In case of a conspicuous or concealed defect, effectively acknowledged by ENENSYS, ENENSYS may at his own choice either replace or reimburse the defected products to the CUSTOMER, exclusive of any damages.

8.6 ENENSYS grants no other guarantee, neither tacitly or indirectly, that the one listed above. ENENSYS shall not be liable for any lost profits, lost data or any form of incidental, consequential, special or indirect damages, whether based on breach of contract, tort, negligence, product liability or otherwise and even if advised of the possibility of such damages.

Article 9 - Intellectual Property Rights

9.1 All documents given by ENENSYS to the CUSTOMER remains ENENSYS' exclusive property as ENENSYS is the sole owner of intellectual property rights on these documents. The CUSTOMER agrees that these documents are for his internal use only, to the exclusion of any other use. As a general rule, the CUSTOMER undertakes to not interfere in any way with ENENSYS intellectual property rights.

9.2 The sale of products is not intended to grant the CUSTOMER any right under any patent or any other intellectual property owned by ENENSYS or any third party, by implication or otherwise.

9.3 ENENSYS declares to own the intellectual property rights on the products. However ENENSYS cannot cover the risk of a claim by third parties and therefore, in any case, ENENSYS shall only be liable for the price paid by the CUSTOMER for the products, to the exclusion of any damages or other costs whether direct or indirect.

Article 10 - Governing Law-Jurisdiction

10.1 French law will apply exclusively to these General Terms and Conditions and the subsequent sales contract.

10.2 In case of dispute, and failure of any settlement, litigation shall be of the sole competence of the courts under the jurisdiction of the Court of Appeal of Rennes (France).