

STANDARD TERMS AND CONDITIONS OF SALE

1 - ENTIRE AGREEMENT

The below conditions and the price, quantity and Product details in Pyrescom's ("Seller") invoice for the relevant Products/Services shall constitute the entire agreement between the parties with respect to the supply of such relevant Products or Services; and may not be rescinded or terminated by Buyer unless provided herein. The provisions of the entire agreement supersede all prior oral and written quotations, agreements, and understandings of the parties with respect to the subject matter thereof. Seller may amend to these Conditions by giving notice in writing to the Buyer.

2 - CHOICE OF LAW

The parties agree to submit to the exclusive jurisdiction of the French Commercial Court (in Perpignan).—This Agreement shall be governed by French law.

3 - INDUSTRIAL AND INTELLECTUAL PROPERTY

Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in or relating to the Products in any manner or for any purpose not expressly stated in a license agreement signed by the Seller.

4 – SUPPLY

The goods to be supplied are those specified at the back of this document. All information written in the brochures is given for information purposes only and does not make the seller liable for any changes in characteristics, disposition, presentation, form, dimension or materials in these appliances, machines or parts proof of its on-going technical improvement. The schematics and technical documents that may be supplied free of charge either before or after signing the order will remain the property of the seller. In all cases they may not be used or transmitted to any third party without the seller's authorisation, in which case they must also bear the sign "Property of PYRESCOM".

5 - a) OPENING A CUSTOMER ACCOUNT

Buyer is responsible for supplying any relevant information within sufficient time to enable Seller to perform the contract for delivery of Products. Otherwise any paid deposit will not be reimbursed by the Seller and be considered as compensation.

5 - b) VALIDATION AND ACCEPTANCE OF ORDERS

All orders placed by Buyer are subject to written acceptance by Seller and upon receipt of deposit, detailed in chapter 5. If order is denied, PYRESCOM will refund the deposit in full.

6 - PAYMENT

6 - a) Deposit

A deposit of 30% of the total of the order value will be included with the order. No deposit may lead to the order being cancelled without any prejudice to Seller. However only Seller may decide whether order is cancelled or not. If Buyer were to cancel its order beyond a 15 day deadline after the order signature, Seller will retain the 30% deposit as a credit note for any future order made within a year after order was cancelled.

6 - b) Payment of the outstanding balance

The outstanding balance will be paid based upon rules of Directive 2008-776 from August 4th 2008. Buyer agrees to pay Seller's invoice in full without any deductions or set-off.

6 - c) Late payments and debt collection reimbursement

.All late payments shall be charged interest computed on a daily basis from the due date until paid in full (Directive february 16, 2011) . Seller is entitled to receive interest plus reimbursement for costs of debt collection based on directive 2011/7/UE.

7 - RETENTION OF TITLE CLAUSE

Title in the Product shall not pass to Buyer until such time as full payment for the Product has been received by Seller and until such time, Buyer shall hold the Product as Seller's fiduciary agent or trustee and bailee, and shall keep the Product separate to Buyer's goods and to those of third parties.

8 - PRICES

The prices indicated on the order are without any discount, they are guaranteed until delivery up to 8 weeks. However, Seller may modify the prices agreed during the order process should the delivery date required by the Buyer exceed 90 days after signature of the order. Buyer may not cancel or suspend order, using price changes, without prejudice.

9 - DELIVERY

Buyer acknowledges that delivery dates provided by Seller are estimates only and Seller shall not be liable for delays in delivery. Title in the product shall not pass to Buyer until such time as full payment for the Product has been received by Seller.

10 - TRANSPORT / INSURANCE / WARRANTY

Unless otherwise agreed in writing by Seller all deliveries will be made DAP (delivered at place) Seller's facility.—When made EXW seller's facility, delivery will be deemed complete and risk of loss or damage to the products will pass to Buyer upon delivery to the carrier. At the time of delivery, should there be any missing or damaged packages, reservations must be hand- written on LTA and be reported by registered mail to the carrier and the seller within three working days. The seller's warranty is limited to the replacement of tested as defective or not compliant product within standard lead-time. Buyer is liable for payment in full of all orders minus the value of confirmed defective or non-compliant products.

11 - WARRANTY

PYRESCOM warrants its products up to 12 months after delivery. This warranty is strictly limited to PYRESCOM's supplies, services and performances excluding any additional material and upon product returns to Pyrescom (material not manufactured by PYRESCOM) as written in the offer. Seller shall not be liable for damages, compensation, costs, expenses losses of any kind. Work resulting from this warranty will be carried out during regular business hours, 8:30am to 12pm and 2pm to 6pm from Monday to Thursday and 8:30am to 12pm and 2pm to 5pm on Fridays excluding bank holidays. The effect of this warranty is strictly limited to the replacement of defective parts if the Buyer wishes to claim under the foregoing warranties, the Buyer must notify the Seller within seven days of discovery of any defect. - Repair, modification or replacement parts during the warranty period will not extend the duration of its coverage.

This warranty shall not apply to any Products that have been subject to misuse, improper testing, assembly, mishandling, or which has been operated contrary to current instructions relating to installation, maintenance or operation, or contrary to industry standards relating to acceptable input power.

12 - INSTALLATION AND COMMISSIONING

The installation and commissioning of the equipment at the client's site are not included in the offer or quotation. In agreement with the Buyer, they will be either evaluated on a fixed price basis (the total will be indicated in the offer) or further added onto the invoice as per the sales conditions in the initial offer. In all cases, PYRESCOM is not liable for any problems resulting from installation or any works not done by qualified staff- plumbers, etc. The buyer must provide the seller with a detailed outline of all fluid inlets, drillings and the material's quality. No work will be undertaken prior to the buyer's written authorisation.

13 - SPECIFIC SERVICES PROVIDED BY PYRESCOM

Specific contracts, as maintenance and software supply contracts have their own specific clauses. All clauses that are not mentioned in these specific contracts are considered to be within General Terms and Conditions of Sale, with regards to the validation and acceptance of orders by PYRESCOM.

14 - TREATMENT OF ELECTRICAL AND ELECTRONIC APPLIANCES AT THE END OF THEIR LIFESPAN

As detailed in Article 9.2 of the 2002/96/CE European Directive concerning electrical and electronic equipment waste, as written in Article 18 of Decree n° 2005-829 dated 20 July 2005 relating to the composition of electrical and electronic equipment and the elimination of waste resulting from these appliances (JORF, 22 July 2005, 9.39).

This product may in no case be treated as household waste. The Customer must therefore dispose of it at a communal waste recuperation centre that is authorised to recycle electrical and electronic equipment. The user must insure the elimination of waste resulting from this equipment.

In disposing of this appliance in the correct manner you will avoid damages to health and the environment.

When disposing, respect the currently applicable norms that apply to the elimination of waste in the country of installation.

For more details on treatment, recuperation and recycling this appliance, please contact the competent department of your local council, the waste collection department or the seller.