VERNET BEHRINGER / GENERAL TERMS AND CONDITIONS OF SALE

1. Applicable conditions for VERNET BEHRINGER sales

These general terms and conditions of sale supersede all prior oral or written negotiations, proposals or agreements and shall govern any sales of Equipment by VERNET BEHRINGER. As a result, any Buyer's order placed with VERNET BEHRINGER shall imply complete acceptance by the Buyer, without reservation, of these general terms and conditions of sale, notwithstanding the possible existence of Buyer's own general terms and conditions of purchase, which shall not apply. The sale agreement shall be considered effective upon receipt by Buyer of VERNET BEHRINGER's written acceptance of Buyer's order. Any changes to these general terms and conditions of sale and/or to VERNET BEHRINGER's proposal shall be binding only if formally accepted in writing by VERNET BEHRINGER.

2. Limits of Supply

VERNET BEHRINGER's obligation to supply shall relate only to the Equipment and Services explicitly described in VERNET BEHRINGER's proposal or acceptance of Buyer's order.
Equipment shall mean any machine, equipment, component, parts and material listed in VERNET BEHRINGER's proposal or acceptance of Buyer's order. Services shall mean any services (installation, start-up, commissioning, training, maintenance ...) proposed with the Equipment. In any event, VERNET BEHRINGER shall have the right to implement minor modifications and/or improvements to the Equipment before delivery provided that the performance of the Equipment is not adversely affected.

3. Prices - Payment

Unless otherwise stated, prices in VERNET BEHRINGER's proposal shall be valid for ninety (90) days from date of such proposal. Prices are exclusive of all transportation costs, clearance costs, taxes and duties whatsoever which, when appropriate, shall be payable in addition thereto. Payment terms and conditions are set forth in VERNET BEHRINGER's proposal or acceptance of Buyer's order. Should Buyer fail to pay any invoice upon due date and fail to remedy such failure within fifteen (15) days after a formal written notice from VERNET BEHRINGER, the full contract price shall become due and payable without further notice. Moreover, VERNET BEHRINGER shall be entitled to late payment interest, upon all amounts due, equivalent to the interest rate applied by the European Central Bank for its most recent refinancing operations plus 10 points. In addition, VERNET BEHRINGER may, without prejudice to any other remedies which may be available to it, defer the outstanding deliveries to Buyer under any sale agreement and/or terminate the sale agreement with Buyer without any court decision. VERNET BEHRINGER expressly retains all its rights and remedies provided by law in case of such breach and no action taken or time or indulgence granted by VERNET BEHRINGER shall constitute a waiver of any such right or remedy. In any event, the performance by VERNET BEHRINGER of its contractual obligations is subject to Buyer's proper performance of its own obligations and in particular its payment obligations. Buyer shall not be entitled to any right of set off nor to withhold payment of any amount due to VERNET BEHRINGER by reason of any counterclaim, allegation of incorrect or defective Equipment or Services or for any other reason.

4. Delivery Period

VERNET BEHRINGER shall not be liable for any delay due to Force Majeure as defined in Clause 16 or if Buyer is late in performing its obligations (in particular but not limited to its financial obligations, obligations to provide complete technical information, required samples or documents). VERNET BEHRINGER shall make reasonable efforts to meet the delivery date provided in VERNET BEHRINGER's proposal or acceptance of Buyer's order. Delay in delivery shall not under any circumstances entitle Buyer to the payment of penalties or damages.

5. Factory Testing

If expressly agreed by VERNET BEHRINGER in writing, a preliminary acceptance test may take place at VERNET BEHRINGER's plant, before shipment, in order to check the technical specifications of the Equipment. In order to perform these tests, all necessary testing materials, representative of the final materials used, will need to be supplied by Buyer.

6. Packing – Shipment – Delivery Terms- Insurance

VERNET BEHRINGER will pack the Equipment in a manner suitable to protect the Equipment during its transport. If Buyer requires packaging which differs from VERNET BEHRINGER's standards, such special packaging requirements shall be at additional cost and Buyer shall be solely responsible for any damage resulting therefrom. VERNET BEHRINGER reserves its right to deliver the Equipment in separate parts, unless otherwise agreed. VERNET BEHRINGER shall send the necessary documentation with each package. Equipment is delivered ("Delivery") pursuant to the INCOTERM specified in VERNET BEHRINGER's proposal, as defined in accordance with INCOTERMS 2000 published by the International Chamber of Commerce (ICC publication n°560). If not otherwise provided, VERNET BEHRINGER will deliver the Equipment FCA (Free Carrier) VERNET BEHRINGER's Plant pursuant to said INCOTERMS. In any event, the Buyer must insure the Equipment sold for its full replacement value from the time VERNET BEHRINGER has delivered the Equipment pursuant to the applicable INCOTERM until actual receipt by VERNET BEHRINGER of the entire sale price, against all risks, including but not limited to loss, damage, destruction, theft and third party liability. The interest of VERNET BEHRINGER shall be noted on this insurance policy as a loss and damage payee in proportion to the price of the Equipment still due. Buyer shall supply VERNET BEHRINGER with certificates of insurance evidencing such coverage and due payment of premium, prior to shipment.

7. Receipt and Unpacking

Upon receipt, Buyer must immediately inspect the Equipment and, in case of apparent defects, loss or damage, note precise reservations on the delivery note. Buyer must also confirm its reservations by registered mail, within twenty four (24) hours from time of receipt, to the carrier and/or to other potentially liable third parties and request a survey. In case of discovery after the time of receipt of a non-apparent loss or damage, Buyer shall cease unpacking immediately, request a survey and give notice in writing to the carrier and/or to other potentially liable third parties within three (3) days of receipt. In all cases, Buyer must also inform VERNET BEHRINGER immediately in writing. Unless otherwise agreed, all reception and unpacking operations and costs are Buyer's responsibility and at Buyer's risk.

8. Installation, Start-up and Commissioning

Buyer shall prepare its site for the installation and commissioning of the Equipment in accordance with the technical requirements communicated by VERNET BEHRINGER. Buyer shall also make its site accessible, free from hazards, and shall ensure safe working conditions. When Buyer has informed VERNET BEHRINGER that its site is ready, VERNET BEHRINGER shall install, start-up and commission the Equipment. Start-up shall include verification that the Equipment has been correctly installed and is ready to fulfil its mechanical function so that the commissioning procedures may commence. Commissioning shall include the contractual acceptance tests. During the installation, start-up and commissioning, VERNET BEHRINGER shall be entitled to make any adjustments or modifications to the Equipment and repeat any steps necessary to achieve completion of installation and commissioning. Buyer shall provide full cooperation to VERNET BEHRINGER's technicians throughout installation and commissioning. It shall supply, at its own expense, all necessary requirements as defined by VERNET BEHRINGER so that the installation, start-up and commissioning of the Equipment may proceed properly. VERNET BEHRINGER's personnel shall comply with Buyer's applicable site regulations, in particular, relating to health and safety. Work to be performed by VERNET BEHRINGER's technicians shall be carried out during normal business hours. VERNET BEHRINGER reserves the right to put the work on hold if, in its reasonable opinion, the work environment or protection means are inappropriate or dangerous. Both parties shall designate authorized representatives to attend for the duration of the commissioning and to sign the acceptance report. However, if Buyer fails to attend commissioning, VERNET BEHRINGER shall have the right to carry it out in Buyer's absence. On successful completion of commissioning, VERNET BEHRINGER shall present to Buyer for signature an acceptance report ("the Acceptance"). The existence of any reservations, which do not adversely affect the operation of the Equipment shall not constitute a reason for not signing the acceptance report. Such reservations shall be noted in an attachment to the acceptance report and VERNET BEHRINGER shall rectify these without any undue delay. If the successful completion of commissioning is delayed due to any reasons not attributable to the Equipment or to VERNET BEHRINGER, VERNET BEHRINGER shall not be responsible for such delay and shall not be liable for any loss or damage incurred by Buyer as a result. In such a case, the extension of the commissioning period shall be at sole Buyer's expense. In any event, if Buyer refuses to sign the acceptance report for reasons not attributable to the Equipment or to VERNET BEHRINGER, or commences commercial operation of the Equipment prior to signing the acceptance report, Buyer shall be deemed to have accepted the Equipment ("Deemed Acceptance") as from the date of the first commercialization by Buyer of the products manufactured by the Equipment.

9. Title Retention

Full legal title shall remain with VERNET BEHRINGER until full payment of the sale price and, if so agreed, reimbursement for duties, taxes, costs and accessories paid on behalf of Buyer has been irrevocably received by VERNET BEHRINGER. Buyer shall hold VERNET BEHRINGER harmless against any third party creditors and shall immediately inform VERNET BEHRINGER in the event of seizure, attachment or pledge or any other action by a third party related to the Equipment. In any case, Buyer shall, at the request of VERNET BEHRINGER, assist it in taking any measures necessary to protect VERNET BEHRINGER's ownership of the Equipment in the country concerned. The title retention shall not affect the transfer of risks pursuant to Clause 6.

10. Warranty

Subject to the conditions hereinafter set out, VERNET BEHRINGER warrants the Equipment to be free from defects in operation caused by any defect in material, workmanship or design, provided it is used under proper and adequate operating and maintenance conditions and for its normal intended use. Unless otherwise agreed, this warranty is limited to a period of twelve (12) months following the date of the Acceptance (or Deemed Acceptance) or a period of eighteen (18) months from Delivery, whichever is shorter. Within this warranty period, VERNET BEHRINGER shall, at its option, replace or repair, free of charge, parts recognized to be defective by its Customer Support Unit, provided that Buyer gives VERNET BEHRINGER immediate written notice of the alleged defect. VERNET BEHRINGER shall repair or replace the defective part(s) at Buyer's plant, if, based on its reasonable judgment, VERNET BEHRINGER considers that this is necessary. If this is not required, VERNET BEHRINGER shall fulfill its obligations in respect of the defect by delivering a duly repaired or replaced part to Buyer. Buyer shall return to VERNET BEHRINGER any defective part or component upon VERNET BEHRINGER's request. The replacement of a part, whether under this warranty or otherwise, shall not extend the duration of the warranty period. This warranty does not cover wear parts or consumables. Wear parts are defined as those parts that must be replaced regularly as part of Equipment's normal maintenance process under normal operation of said Equipment. This warranty is in lieu of all other warranties in relation to the Equipment, whether express or implied, legal or contractual, and all such warranties are expressly excluded. This warranty shall not apply and VERNET BEHRINGER shall have no liability :

- if Buyer does not apply VERNET BEHRINGER's use and maintenance instructions; if it uses the Equipment in ways for which it was not designed or beyond its specified limits or performance capacities or otherwise in an abnormal way. Buyer authorizes VERNET BEHRINGER to visit its facilities in order to verify maintenance, operation and upkeep conditions of the Equipment;
- if Buyer or a third party carries out repairs or technical modifications to the Equipment, without following VERNET BEHRINGER's instructions or without VERNET BEHRINGER's prior written authorization;

- if Buyer replaces or modifies any part or component of the Equipment with a part or component not supplied by VERNET BEHRINGER;
- if Buyer uses consumables not delivered or not validated by Vernet Behringer
- if the malfunction or defect reported is due to excessive wear of the Equipment, to the negligence of Buyer, to accidental damage caused by Buyer or a third party, or to an event of Force Majeure as defined below.

11. Limitation of Liability

It is expressly agreed that neither VERNET BEHRINGER nor its insurer shall be liable, whether in contract, in tort, under any warranty or otherwise, for any special, indirect, incidental, consequential or punitive damages whatsoever (including, but not limited to, loss of production, loss of raw materials, loss of profits or revenues, business interruption, labor expenses, third party's legal action or claim against Buyer) arising out of or in connection with the sale, delivery, installation, use or performance of the Equipment, except in the event of bodily harm. In any event, if VERNET BEHRINGER is held liable, whether for any direct loss or otherwise, the total aggregate liability of either VERNET BEHRINGER or its insurer, in respect of the sale agreement or any act or omission in connection therewith or related thereto, whether in contract, in tort, under any warranty or otherwise, shall not exceed the lesser of the following two amounts : 20 % of the sale price received or € 100,000 (one hundred thousand Euros).

12. Training

Unless otherwise agreed, Buyer will make qualified operators/technicians available for the technical training provided by VERNET BEHRINGER at its plant or at Buyer's site. VERNET BEHRINGER considers this provision to be essential to allow Buyer to efficiently operate and maintain the Equipment. Training costs, as well as any transport and lodging expenses, in the event of a training at VERNET BEHRINGER's plant, shall be borne by Buyer.

13. Confidentiality

Any and all information obtained by either party (the "Receiving Party") from the other party (the "Disclosing Party") whether prior or subsequent to the formation of the sale agreement, related directly or indirectly to the present or potential business, corporate, technical or financial situation of the Disclosing Party or to any know-how, parameters, developments including drawings in connection therewith and/or processes, together with all other information marked as or by its nature confidential by whatever means of disclosure, remains the exclusive property of the Disclosing Party and is to be considered confidential information. Without written consent from the Disclosing Party, the Receiving Party shall neither disclose any confidential information to a third party, nor use it for any purpose other than as required for the implementation of the sale agreement or the exercise of its rights there under. The Receiving Party shall take such steps as may be reasonably necessary to prevent the disclosure of any confidential information to others, except to those of its employees who are required to know such confidential information for the purposes of and/or are directly responsible for the work being done in conjunction with the sale agreement. The Receiving Party shall inform its employees of its obligations under the sale agreement and shall ensure that they comply with said obligations. Except as required to comply with applicable laws and regulations or as otherwise agreed upon by the parties hereto, the parties agree to keep the contents of the sale agreement strictly confidential. Any public announcement regarding said agreement shall be agreed upon in writing between the parties prior to any release thereof.

14. Intellectual property

Each party shall remain the owner of the intellectual property rights it held as at the date of the sale agreement, and nothing in this agreement shall be construed to grant a party any rights, by license or otherwise, to any of the intellectual property right(s) of the other party. Unless otherwise agreed in writing, VERNET BEHRINGER shall be deemed to be the owner of any intellectual property rights which may arise from the performance of the sale agreement relating to any designs of containers disclosed by VERNET BEHRINGER to Buyer for purpose of evaluation and to any improvements or inventions concerning (i) the Equipment, and parts and/or software thereof, for manufacturing and/or enabling the industrial use of the equipments.

15. Claim of Infringement by Third Party

If Buyer receives a warning or is sued for alleged infringement of any intellectual property rights of any third party, based on Buyer's use of Equipment supplied by VERNET BEHRINGER, then Buyer shall notify VERNET BEHRINGER within fifteen (15) days from the receipt of the warning or notification of suit (or within an appropriate shorter time-limit in case of any actual or threatened injunction or expedited proceedings) and shall provide relevant information to permit VERNET BEHRINGER to analyze the merits of such claim. VERNET BEHRINGER shall participate in such litigation and VERNET BEHRINGER's counsel shall be primarily responsible for managing all aspects of the litigation, unless a different agreement is reached in the future. Buyer and its counsel shall cooperate with VERNET BEHRINGER and VERNET BEHRINGER's counsel as the defense of such infringement claim or suit may require. Buyer shall not, without the prior consent of VERNET BEHRINGER, make any admission in relation to or seek to settle or compromise any such claim or suit. If the merits of such claim appear to VERNET BEHRINGER to be serious, and provided the above mentioned notification has been received, then VERNET BEHRINGER shall have the option, at its expense, at any time up to or after judgment, to minimize Buyer's damages or liability (A) by altering the Equipment to make it non infringing, (B) by exchanging for any infringing part a non-infringing part which will fulfill substantially the same function as the infringing part, which shall be returned to remain VERNET BEHRINGER's property, (C) by obtaining a license permitting Buyer's use of any infringing part, or (D) by repurchasing the infringing Equipment at Buyer's straight line depreciated cost. VERNET BEHRINGER shall neither be liable to Buyer for any attorney's fees, damages or other monetary penalties awarded against Buyer by a court, nor liable to Buyer for any other consequential damages based on an adverse judgment. In absolutely no circumstances shall VERNET BEHRINGER participate in or have any liability for litigation based on a claim for infringement of any intellectual property rights in connection with any matter for which VERNET BEHRINGER is not responsible or has no control : this applies in particular (but without limitation) to the equipments used by Buyer, or if the alleged infringement is the consequence of a modification or adaptation of the Equipment requested by Buyer, or if the Equipment is modified or used by Buyer against VERNET BEHRINGER's specifications and/or without VERNET BEHRINGER approval. Should VERNET BEHRINGER be held liable for an infringement which is the consequence of a modification or adaptation requested or made by Buyer, then Buyer shall indemnify and hold VERNET BEHRINGER harmless against any loss, damages or costs, including attorney's fees, incurred by VERNET BEHRINGER.

16. Force Majeure

Neither VERNET BEHRINGER nor the Buyer shall be held liable for failure to perform its contractual obligations if said failure results from an event of Force Majeure, which is understood to be any unpreventable event beyond the control of the parties, including but not limited to : natural disasters, flood, fire, explosion, shortage of power, shortage of raw materials, labor conflicts, transportation difficulties, public unrest, strikes, wars, riots, sabotage, perils of the sea, act of god, governmental action, legal restrictions or regulations, national defense requirements, actions of consumers or other pressure groups. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay of such event. It must also take all reasonable steps to mitigate the effects of Force Majeure. If such an event lasts more than a period of three (3) months, either party shall be entitled to terminate the sale agreement upon written notice to the other party.

17. Waiver

Failure of VERNET BEHRINGER to require strict performance of any of the conditions of these General Terms and Conditions of Sale and/or VERNET BEHRINGER's proposal shall not imply a waiver of such conditions, nor a waiver of any other right, power, privilege, claim or remedy in any other instance or at any time thereafter.

18. Severability

If any of the provisions of these General Terms and Conditions of Sale is determined to be null and void by any law or regulation, or by final court decision, the validity of the remaining provisions of these General Terms and Conditions of Sale shall remain in full force and effect provided, however, that the enforcement of these provisions shall not adversely affect the overall business intent of the parties or give one party any substantial advantage to the detriment of the other.

19. Termination

Either party shall be entitled to terminate the sale agreement with immediate effect by giving written notice of termination to the other (the "Defaulting Party") by registered letter with acknowledgment of receipt, if the Defaulting Party is in breach of any of its essential obligations under this agreement and, if such breach has continued unremedied for a period of sixty (60) days after the other party has given notice to the Defaulting Party of the breach, without prejudice to the provisions of Clause 3 regarding payment defaults. If the sale agreement is terminated on account of a breach by Buyer, the payments received from Buyer shall be retained by VERNET BEHRINGER without prejudice to any further damages which may be claimed against Buyer. An order when placed with and accepted by VERNET BEHRINGER may not be cancelled by Buyer unless agreed by VERNET BEHRINGER in writing. In this event, cancellation is subject to compensation to offset the entire damage suffered by VERNET BEHRINGER. Such compensation will be equal to an amount based on the sale price proportionately to the progress made on the order plus a sum of 15 % of the sale price.

20. Jurisdiction - Governing Law

Any dispute arising out of or in connection with these General Terms and Conditions of Sale and/or any sale agreement, which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the Commercial Court ("Tribunal de Commerce") of Dijon (France), even in case of expedited proceedings ("référé") or multiplicity of defendants. These General Terms and Conditions of Sale and/or any sale agreement shall be governed by French law.