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GENERAL SALES TERMS AND CONDITIONS 2014

1 QUOTATIONS INTEGRITY

Quotations cannot be split by agents or other intermediaries. They can only be presented as a whole to the end-user.

We sell only to professional and authorized purchasers with destination to end-users that are clearly identified. We do not quote to individuals or when end-user is unidentified.

A quotation is issued only after we have checked the feasibility of export with Belgian authorities.

2 CONTRACT FORMATION

The contract is formed when all technical and commercial details have been cleared and only after issue by us of an acknowledgment of an order in all respects identical to our quotation and subsequent written agreements.

3 DUAL-USE REGULATIONS - EXPORT LICENSES

Some of our products are dual-use technology. Embargo or restrictions may apply for some countries even for civil use.

Parts of our products are specifically designed for military or law enforcement use. In this case, an export license issued by Belgian authorities is always required (both Belgian state and Walloon region authorizations are required)

Such license is valid for 18 months (can be renew for projects/transactions taking longer)

If political/diplomatic situation or criteria change during the validity period, Belgian authorities (state or region) may withdraw the export license at their sole discretion and without notice. In such a case, the related project/transaction is suspended, contract may be broken without reimbursement of the down-payments that are retained to cover the expenses that would have been already incurred. Detailed cost calculation and balancing then occur between parties to find a compensation agreement. Such license withdrawal has to be considered a case of force majeure.

4 CONTRACT EXECUTION

The execution starts at the earliest when all of the following are in our hands:

- An end-user certificate issued by an authority of the destination country and accepted by the Belgian authorities
- A export license issued by the Belgian authorities (state + region)
- Funds corresponding to the first invoice

The contract is broken without compensation if one of the above is not obtained within 120 days after contract formation. (No invoicing is made and no payment is needed until the export license is issued)

5 PRICES AND CURRENCY

Except otherwise specified in the special conditions of the contract, our prices are fixed and firm in Euro, exclusive of VAT, without any tax, custom duties, fees or bank charges whatsoever.

6 PAYMENT CONDITIONS

According to the principles of the European directive 2000/35/CE. That is:

Invoices are payable in full 30 days after the date of receipt, in the currency of contract by bank transfer without any fee, bank charge, commission or discount.

Invoices are sent as files attached to a covering electronic mail sent to the authorized person responsible for the project/transaction and/or to the accounting department of his organization.

Following the Belgian rules, an invoice is considered accepted by the purchaser if he fails to protest it by recommended letter within 8 calendar days after the date of receipt.

In case of failure to pay within the settlement date, an interest on all amounts past due will be charged at the main

refinancing rate of the European Central Bank increased by 7% and rounded to the half percent higher.

Down-payments are immediately utilized to make purchases related to the sales and are by no means refundable.

7 DELIVERY SCHEDULE

The delivery schedule begins at the date of receipt of funds corresponding to the first invoice.

8 SHIPPING

FCA Liege Airport freight terminal

Main carrier arranged by us on usual terms at purchaser's risk and expense and with direct destination to the end-user's country to the closest airport for freight carriers.

9 INCOTERMS

Shipping is according to ICC Incoterms in force at the date of formation of the contract.

10 INTELLECTUAL PROPERTY

When software is delivered, the right to use it is granted for an unlimited period of time to the end-user with the right to make copies as much as reasonably needed for backup purpose.

Software are protected according to the principles of the Bern convention signed by most countries including the United-States and according to the European directive 91/250/CE dated May 14th, 1991.

11 CONFIDENTIAL INFORMATION

Either party will take any reasonably feasible precautionary measures in order to keep secret the information of a confidential nature received from the other party.

12 RESERVATION OF TITLE

All goods delivered remain our property until full payment of the price. Whoever has custody of the thing remains responsible for loss, damage or destruction of the goods.

13 GUARANTEE

One year counted from the installation on site or three months after delivery whatever comes first.

Equipment and accessories provided by the end-user must comply to the recommended technical specifications except otherwise specified in writing. We shall not be responsible for in case of data losses on the computers.

Computer hardware and other sensitive equipment supplied must be placed in the following environment conditions:

- Temperature between +10 and +40 °C
- Average humidity less than 80%
- Dust and particle free atmosphere
- Vibration free environment
- Sheltered from mechanical damages

Our equipment normally operate with stable AC supply 195 to 240V 50-60Hz. The end-user is responsible for providing good quality power supply with these characteristics either directly or through uninterrupted power supply at its own cost, except if specified otherwise in the special conditions of the contract.

The guarantee stops its effects if it is established that the end-user or any other person not authorized by us has opened the equipment or made changes to it. The accuracy of the measuring apparatus, acquisition systems and other equipments can only be guaranteed if they are installed as recommended by us or our suppliers and away from interferences induced by devices such as, thyristor drivers, electrical motors, lack of appropriate grounding, wiring of sensitive signals along supply voltage cable-ways, and so on. Measuring instruments require also timely recalibration by us or by recognized bodies.

14 GENERAL CONDITIONS VALIDITY AND DURATION

Our general sales terms and conditions are part of the contract together with the indications on the quotations (special conditions), invoices and other contractual documents to form an inseparable whole. They are available for reading on our web site. An internet link is made to them in our first quotation with each new purchaser who is expected to download them and keep them on file. They remain valid for all subsequent projects/transactions with the purchaser as long as they are not modified by us. In such a case, he is informed of the new conditions the same way in the next new quotation.

15 SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract prevail on our general sales terms and conditions.

16 PURCHASER'S CONDITIONS

Our general sales terms and conditions prevail on the purchaser's terms and conditions unless they have been specifically accepted in writing by us in part or as a whole.

In case of conflicting clauses between seller's and purchaser's terms, these conflicting clauses cancel each other and the common law applies. The remaining clauses remain valid.

17 PRICE LISTS AND FOLDERS

Price lists, folders, brochures or catalogs that are not attached to a quotation are not binding even if they were distributed prior to the quotation or if they are readable on Internet.

These non binding documentation can change without notice.

18 MAINTENANCE CONTRACTS

Yearly maintenance and technical support contracts are tacitly renewable on the anniversary date of these contracts, our acknowledgment of initial order create these contracts. They may be terminated by registered letter submitted three months before the anniversary date.

19 VALIDITY OF ELECTRONIC MAILS

The parties accept electronic mail as a legally binding way of communicating as long as they are dated, issued by an identifiable person within an organization, refer to each other and have clear reference/numbers to the current project/transaction.

20 RIGHT TO TRANSFER BY DISTRIBUTORS AND IMPORTERS

The equipment and the rights to use the various software can only be transferred by distributors and importers only once and only to the designated end-user.

21 CHARACTERISTIC PERFORMANCE

It cannot be deducted from the shipping conditions that the delivery is the characteristic performance in the sense of the Rome convention of June 19th, 1980 (art 4 § 2 and 5).

The delivery, site installation and training are auxiliary services given to the purchaser and/or to the end-user, the characteristic performance of our company and in all our contracts is the making of projects, integration of various equipments from our subcontractors, add value, design software, all taking place in our premises. Testing and calibration prior to delivery take place in official laboratories located in Belgium too.

22 APPLICABLE LAW AND COMPETENT COURTS

As a result of the above, our contracts are governed by the Belgian law for which the courts of Liege are competent.

23 CONTRACT LANGUAGE

English.

Also, when a commercial quotation is issued in two languages (local + English) the English version is the one contractually valid.

24 FORCE MAJEURE : Neither party will be bound to meet any obligation if it is prevented from doing so as a consequence of any circumstance beyond its control, such as but not limited to : war, strike or lockout, embargo, restrictions on export, national emergency, requisition, insurrection or riot, act of the public enemy, fire, flood, earthquake or other natural disaster for which it cannot be blamed or for which it cannot be held responsible for in law or on the ground of any legal transaction or the views prevailing in business.