



EGIDE SA - TERMS AND CONDITIONS OF SALES

Receipt of this acknowledgement without written objection within 10 days will constitute acceptance of all terms and conditions herein.

Shipping dates indicated on quotations and acknowledgements of orders are estimated to the best of Seller's ability but are not guaranteed. Prices shown on quotations are valid 60 days unless specified otherwise. In cases where drawing has to be approved by Buyer, lead time will be extended by time taken to receive this approval.

On all orders, Seller reserves the right to ship and bill plus or minus ten percent (+/-10 %) for quantities up to and including 750 pieces, and plus or minus five percent (+/-5 %) on quantities over 750 pieces.

Whenever Buyer releases a smaller annual cumulative quantity than his order specifies and/or cancels his order or does not release his order within 12 months, Buyer shall pay with respect to the quantity released, the difference between the applicable unit prices of the quantity actually released and the unit prices of the original order quantity as specified in Seller's price quotation, plus applicable cancellation charges. Prices shown do not include any taxes or transportation.

In the event of cancellation of an order by the Buyer, the Seller will apply the following cancellation fees: 30 % of total order value if components on order; 70 % if parts in glass sealing; 90 % if parts in plating; and 100 % if parts are in final Quality Control.

Seller's liability and Buyer's exclusive remedy for any cause of action arising out of this contract is expressly limited to replacement by Buyer of non-conforming products F.O.B. Buyer's plant or at Seller's option. Payment shall not exceed the purchase price of the products for which damages are claimed. Seller shall not be liable for any incidental or consequential damages.

Seller reserves the right to modify the specification of products designed by the Seller, provided that the modification will not materially reduce their performance.

Product manufactured in whole or in part to Buyer's designs and/or specifications are manufactured only with the understanding that Buyer will protect Seller against all actions or suits at law and from all claims for all infringements of any States copyrights or patents by reason of manufacture, sale and/or use of goods so manufactured.

Buyer shall inspect the products furnished hereunder immediately after delivery and must make written claim for any errors, deficiencies or imperfections within thirty (30) days of delivery ; on special products made to order all claims must be made within ten (10) days of delivery. Failure to give notice of any claim within said time shall constitute an unqualified acceptance of the products and a waiver by Buyer of all claims with respect thereto.

No returns will be accepted unless prior authorization has been received and a "RETURN AUTHORIZATION NUMBER" has been issued by Seller.

General terms of payment are as follows: 30 % immediate partial payment of the total value of the order placed by the Buyer and 70 % at 30 days net from date of invoice. In the case of accepted return the terms of payments of the initial invoice must be honored and an equivalent credit note will be established.

Title and risk of loss for all goods furnished hereunder shall pass to Buyer upon Seller's delivery to carrier at shipping point.

Unless otherwise expressly provided, the Seller shall retain title to and possession of any models, patterns, dies, moulds, jigs, fixtures and tools made for or obtained for the furnishing of this order. All tooling charges are to be treated as partial payment of total tooling costs.

If delivery is to be in installments, all such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installments shall not relieve the Buyer of its obligation to accept delivery of remaining installments.

This contract may not be changed or terminated unless in writing and signed by the party against whom such claimed change, termination or waiver is sought to be enforced.

This contract shall be governed by and construed in accordance with the laws of FRANCE and proceedings relating hereto shall be brought in the court of Versailles. By acceptance here of, Buyer agrees that any summons may be sent by registered mail addressed to the court appearing hereon.