

Azurlight Systems Terms & Conditions of Sale

1. APPLICABILITY

The terms and conditions of sale presented in this document apply to all goods (equipment, instruments and related accessories) commercialized by Azurlight Systems SAS. Unless otherwise stated and agreed, any purchase order sent to Azurlight Systems, any contract signed between Azurlight Systems and the customer/purchaser implies for the customer/purchaser the complete acceptance (with or without written acknowledgement), with no exception, of the current conditions. Unless otherwise stated by Azurlight Systems by written approval, these general conditions are the only relevant conditions, regardless of any purchasing conditions of the customer/purchaser, whether they are contradictory and/or released prior to the selling conditions of Azurlight Systems.

2. PRICES

Prices stated are exclusive of all taxes, fees, licenses, duties or levies ("Taxes") and, unless otherwise stated in Azurlight Systems' Quotation, transportation charges, freight and insurance. No discount is accepted for anticipated payments.

3. PAYMENT CONDITIONS

Payment conditions and payment deadlines are indicated on the front side of the invoice. In accordance with paragraph 3 of law L441-6 of the French trading code, for any payment delay, the customer/purchaser will be charged an inclusive penalty amount equivalent to 15% of the remaining payment due by the customer/purchaser. This penalty is due by the customer/purchaser to Azurlight Systems the day after the deadline mentioned on the invoice, without any need of a notice from Azurlight Systems. Payment deadline mentioned above are defined according to this billing date.

4. SHIPPING AND DELIVERY

Unless otherwise agreed by both parties, the goods are shipped FCA. This means that once delivered to the carrier, product insurance, risks and perils are of the responsibility of the customer/purchaser.

Delivery times are purely indicative, without guarantee. Delivery delays give no right to the customer/purchaser to cancel the purchase or to refuse the goods. Delivery delays give no right for compensation, penalties and/or damages.

No product order can be modified or cancelled prior to Azurlight Systems' who reserves the right to accept or reject such modification.

In any case, product delivery will be made only if the customer/purchaser is free of any kind of obligation with respect to Azurlight Systems. On the contrary, Azurlight Systems reserves the decision to suspend the delivery or cancel the order until complete customer/purchaser payment. In such a case, the customer/purchaser will be informed by Azurlight Systems of this decision.

5. RESERVED OWNERSHIP CONDITIONS

In accordance with law n° 80-335 dated May, 12- 1980, Azurlight Systems owns the goods delivered to the customer/purchaser until the effective and final payment of the invoice to Azurlight Systems within the specified payment dead line. As long as product ownership has not been transferred to the customer/purchaser, the customer/purchaser will refrain from modification and/or selling of the product prior to Azurlight Systems approval. These arrangements do not prevent during the shipment the transfer to the customer/purchaser of the risk of loss or deterioration of the goods and of any damages the goods could be responsible for during transportation and storage.

6. WARRANTY DURATION AND RESPONSABILITY LIMITS

Unless other warranty conditions are agreed by both parties, product warranty is limited to 12 (twelve) months, starting from the delivery date of the product to the customer/purchaser. The products purchased by the customer/purchaser can only be used and guaranteed for uses designed and specified for by Azurlight Systems.

7. EXPORTATION RULES

All the goods sold by Azurlight Systems are intended to remain in the country indicated by the customer/purchaser for final delivery destination. Re-exportation of the goods and the related technical documents relevant to the purchase must be strictly done according to applicable custom rules. Any violation of these rules will be the customer/purchaser responsibility.

8. APPLICABLE LEGAL AUTHORITY

In case of disagreement between parties, the trading court of BORDEAUX (France) will be the only relevant legal authority, whatever the country where the products are delivered.