

General conditions of sales and service

I. SCOPE OF THE GENERAL TERMS AND CONDITIONS

These general conditions are applicable, regardless of the General purchase conditions of the buyer, to sale and delivery carried out by protective cover Robotics (hereinafter HDPR), unless otherwise expressly provided between the parties. The fact of placing an order implies acceptance in full and without reservation by the purchaser to these general conditions. These apply only in respect of natural or legal persons who contract in the framework of their professional activity and were intended to apply to the current command, as well as any other supplementary or subsequent command.

II. ORDERS

1. buyer orders are firm and irrevocable, unless accepted expressly by HDPR subsequent amendment.

2. the contract of sale or provision of services will be definitively concluded only after written confirmation of the buyer's order by HDPR, or failing that, by the delivery of the goods or the provision of the benefit.

III. DELIVERIES AND/OR SERVICES PROVISION

Delivery is carried out either by the direct delivery of the goods to the buyer, or by simple notice of provision, either by delivery to a shipper or carrier in the premises of HDPR. The deadlines are considered to be respected:

a) for deliveries without installation or mounting: when the commodity has been removed and / or livery during the delivery period. For late delivery attributable to the buyer, the time limit shall be met where the notice of disposal of the goods has been made within the time limit.

(b) for deliveries with installation or mounting: when the latter are made in a timely manner.

Unless otherwise agreed, the dates and time of delivery or provision of services are given on a purely indicative basis. The time limits implies respect for its obligations by the buyer, including payment and completion of preliminary technical benefits to the delivery or the provision of delivery. Any delay of delivery or execution of delivery cannot give rise to the breach of the contract, or the cancellation of orders in progress. Compensation for the damages suffered by the purchaser resulting a delay solely attributable to HDPR, would in any case limited

to an amount equal to 0.5% of the purchase price or delivery agreed between the parties per week of delay, the total amount cannot in any event exceed 2.5% of the amount of the goods delivered with delay or the provision of service to provide. All other claims of the buyer in case of exceeding of deadlines, and in particular claim for damages, is excluded.

In the event of a case of force majeure, the time will be extended accordingly.

If at the request of the purchaser, the delivery or provision is delayed, a charge for storage of an amount of 1% of the price normally charged for entire week started will be due by the buyer at the end of a period of one month after notice of provision, the total likely to be storage charges due by the buyer is limited to 5% of the price normally charged unless HDPR to justify higher fees.

IV. PRICES AND TERMS OF PAYMENT

1. the prices are ex-works, goods not packed, uninsured, not cleared and excl. VAT

2. the agreed prices are determined on the basis of the existing costs and charges at the time of the conclusion of the contract. In case of increase of these costs before the delivery of the command or the provision from benefits from service, HDPR is in right from charge increased prices proportionally to the increase of these costs.

3. unless otherwise agreed more favourable to HDPR, the price shall be paid within a period of 45 days from the date of issue of the invoice. Any delay in payment shall result in penalties calculated by applying a rate of interest equal to three times the legal interest rate, from the day following the settlement date given on the invoice until the day of the full payment, without prejudice to all damages.

4. all payment must be made in euros by bank transfer. Payments by cheques or drafts are accepted subject to completion and only their actual payment is payment. The retention of title clause retains its effect until encashment.

5. in the case of progress payments agreed between the parties, any delay of payment by the planned deadlines leads to right and immediately the exigibility of the other deadlines, even if they resulted in the issuance of commercial paper.

6. any complaint or claim of the purchaser shall in no case have the effect to postpone or suspend the payment of the amounts owed to HDPR. Any right to retention or compensation with claims that the buyer claims to have on HDPR, without justifying such of an enforceable title, is excluded.

7. payments of all amounts owing by the client to HDPR must be guaranteed by a surety from a qualified institution and personal.

V. INTELLECTUAL PROPERTY

All tips, documents and information presented by HDPR to the purchaser remain the exclusive property of HDPR under any circumstances. They can be made accessible to a third party only after written consent of HDPR. Drawings and other documents submitted in the offer must be immediately returned to HDPR on request in case of cancellation of the order or the arrival at his end of the contract.

VI. TRANSFER OF RISK

Unless otherwise agreed, the shipment of the goods occurs at the start of the factory, for the account and at the risk of the purchaser the transfer of risk to achieving effective delivery of the goods to the first carrier or from the receipt of the notice of disposal by the purchaser if it intervenes beforehand. The transport of goods takes place at the risk and peril of the purchaser.

VII. RESERVATION OF OWNERSHIP CLAUSE

1. HDPR RETAINS OWNERSHIP OF THE GOODS SOLD UNTIL PAYMENT AND A CHEQUE CASHING FROM THE ENTIRE THE PRICE EN MAIN, ACCESSORIES AND ANY INTEREST.

2. THE PURCHASER IS COMMITTED TO ENSURE AND TO PROPERLY MAINTAIN A EXCLUSIVE EXPENSE, GOODS SOLD SUBJECT TO OWNERSHIP BY HDPR. BUYER SHALL JUSTIFY AT FIRST REQUEST OF HDPR.

3. IN THE CASE OF PROCESSING OR INCORPORATION OF THE GOODS DELIVERED IN ANOTHER WELL FURNITURE BY THE PURCHASER OR BY A THIRD PARTY, THE CLAUSE OF RESERVE OF PROPERTY REMAINS VALID.

4. IN NO CASE THE BUYER MAY MAKE A PLEDGE OR A CHATTEL MORTGAGE ON THE GOODS SOLD UNDER RETENTION OF TITLE OR PROPERTY AFFECT THOSE GOODS AS SECURITY FOR ITS OBLIGATIONS SCREW SCREW OF THIRD PARTIES. THE BUYER IS OBLIGED TO INFORM HDPR WITHOUT DELAY OF ANY SEIZURE AND OTHER EVENT RELATING TO INFRINGEMENT OF HDPR GOODS SOLD SUBJECT TO PROPERTY.

5. HDPR IS EN RIGHT FROM RESUME, IMMEDIATELY AND WITHOUT FORMALITY PARTICULAR GOODS OF THEREFORE A DEADLINE OR AN OBLIGATION CONTRACT ANY HAS NOT BEEN RESPECTED, WITHOUT PREJUDICE TO ANY DAMAGES AND INTEREST FOR DEFAULT AND OTHER SUMS DUE IN RESPECT OF THE CONTRACTUAL RELATIONS.

ALL COSTS INCURRED BY HDPR AND LIES HAS THE RECOVERY OF GOODS SOLD UNDER RESERVE FROM PROPERTY ARE SUPPORTED BY THE BUYER. IN CASE OF DEGRADATION OF THE COMMODITY, HDPR WILL BE ENTITLED TO REQUEST PAYMENT OWN COMPENSATION TO COVER THE COST OF REPAIR OF THE DAMAGED GOODS.

6. IF WE TRANSFER FUTURE BY THE PURCHASER OF GOODS SOLD SUBJECT TO PROPERTY BEFORE THE INTEGRAL OF THE PURCHASE PRICE PAYMENT, THE BUYER UNDERTAKES IN WRITING INFORM THE PURCHASERS UNDER THAT THE SAID GOODS ARE CURRENT OF THE PRESENT CLAUSE OF RESERVE OF PROPERTY, AS TO WARN THE CESSION HDPR SO THAT IT CAN EXERCISE ITS RIGHTS, AND NOTABLY CLAIM THE RESALE PRICE IN THE RESPECT OF SUB-PURCHASER. THE RECEIVABLES OF THE PURCHASER WILL THEN BE TRANSFERRED FROM FULL RIGHT WHOLLY A HDPR. THE BUYER IS COMMITTED TO THIS TITLE HAS TO COMMUNICATE A HDPR. AT FIRST APPLICATION, THE NAMES AND ADDRESSES UNDER-PURCHASERS, AS WELL AS THE AMOUNT REMAINING OF BY THEM AND PLACE ON SEPARATE ACCOUNTS THE SALE CASH PRICE.

2. THESE TERMS ARE SUBJECT TO THE FRENCH, EXCLUDING ANY OTHER LEGISLATION.

VIII. INSTALLATION, MOUNTING AND OTHER INTERVENTIONS

The following rules are applicable to all facilities, fixtures, and other interventions, in the absence of contrary written stipulations:

1. the purchaser undertakes to perform or to make available at its own expense:

- the auxiliary personnel and skilled workers or aid with the necessary tools and bulk sufficient,

- the corresponding work of soil, of construction, scaffolding, for coating, painting and other construction materials,

- the equipment and parts necessary for installation, Assembly and other delivery,

- the heating, lighting, energy and water, as well as connections to the place of use,

- sufficiently spacious rooms, protected from humidity and with doors lockable on-site installation or the intervention in order to store the delivered goods, hardware, tools, etc. as well as sanitary. The buyer is obliged to take the measures necessary for the protection of staff HDPR and goods belonging to him.

- clothing and equipment protection needed due to circumstances not used by HDPR in his activity,

- the necessary information conduits of gas, electricity, water and similar facilities as well as statistical information,

- the preparatory work for the installation, Assembly or other intervention,

2. in case of delay in the installation, Assembly, commissioning or intervention, not attributable to HDPR, the buyer to bear any costs resulting.

3. the purchaser is required to issue to the staff of HDPR an attestation with respect to the time worked by him, this immediately after their intervention or weekly long-lasting intervention. It is also required to issue immediately to HDPR staff a document attesting to the completion of the intervention.

4. the buyer pays HDPR rate when ordering or in force in the provision of delivery, preparation and transport time constituting an actual working time. The buyer undertakes to support accommodation and transport personnel expenses of HDPR.

IX. WARRANTY

1. the purchaser shall at the time of delivery to check the merchandise, its quality, its quantity, its compliance with the order. It shall be deemed to accept the good delivered the absence of reservations made by him on the delivery. In case of damage or partial loss recorded by the buyer and mentioned on the delivery, the latter is required to notify the carrier, by extra-judicial act or by registered letter AR, within three days of the delivery his protest motivated, in accordance with article L. 133 - 3 of the commercial code.

2. claims relating to obvious defects or non-conformity of the delivered goods must be made in writing within two weeks after the delivery of the goods. The buyer is obliged to communicate to HDPR all the elements allowing to see the reality of claimed disorder. The buyer may, without the express prior agreement of HDPR, himself addressing disorders, load a third party, nor require HDPR reimbursement of the costs resulting. In case of apparent defect or non-conformity affecting the goods sold and reported to HDPR within two weeks, HDPR reserves the right to choose between the reclamation of the goods or the supply of identical goods, this but excluding any damages to the buyer.

3. claims for hidden defects affecting the sold goods must be notified to HDPR without delay after their discovery and at the latest within a period of six months from the date of the transfer risk. The buyer shall communicate to HDPR as soon as possible, in writing, any information relating to the defect found. In case of hidden defect affecting the goods sold and reported to HDPR in the abovementioned period, the buyer may claim the delivery of similar or a discount on the price, at the option of HDPR goods.

4. If a claim has been wrongly notified, HDPR reserves the right to request reimbursement of the expenses incurred by this claim.

The costs of a new delivery or delivery within the meaning of this article such as transport costs, of journeys, remain the responsibility of the purchaser.

The buyer cannot assert its rights to warranty in the following assumptions:

- the goods knows negligible impairment of its possibilities of use, or a capacity of less or equal to 10% of the planned capacity.

- in case of use non-conforming goods or defective installation thereof and more generally damage subsequent to the transfer of risk,

- in the case of repairs performed by the buyer or from improper maintenance of the goods by one - or a third party,

- in the case of normal wear and tear,

- if after discovery of the defect, the goods continues to be used.

5. the rights to damages of the buyer are excluded in case of apparent defect, defect or hidden defect affecting the goods - notwithstanding the legal nature of the right that he argues. HDPR cannot be held responsible for all indirect damages and consequential damages consecutive to the non-functioning or interruption of the sold material, such as yield losses, the increase in operating costs, loss of profits, production costs of workforce etc. would face the buyer due to malfunctions affecting the goods

sold.

Any claim for compensation for damages of the purchaser's professional property impairment based on the liability for defective products is excluded.

The compensation of any damage resulting from non-observance of the delivery or service provision, being exclusively attributable to HDPR, which may be due to the buyer, is in any case limited to an amount corresponding to 10% of the value of the part of the delivery or service provision remained unperformed.

The Buyer waives any recourse against HDPR to obtain compensation for the pecuniary consequences of all damages caused to third parties and shall indemnify such HDPR from all claims by third parties relating directly or indirectly to the performance of the contract.

In any case, HDPR commitments in respect of the contract of sale or delivery shall not exceed the amount excluding tax from amounts received in respect of this contract.

X. FORCE MAJEURE

HDPR cannot be regarded as missing its contractual obligations if these shortcomings are due to the occurrence of a case of force majeure as defined by french courts.

XI. COMPETENT JURISDICTION AND APPLICABLE LAW

1. any dispute or dispute arising on the occasion of the PRESENT contract, or which would be the CONSEQUENCE will be COMPULSORILY submitted has the EXCLUSIVE jurisdiction of the TRIBUNAL DE COMMERCE DE CHAUMONT (52000 CHAUMONT) France.

Head Office:

SARL HDPR

5 RUE DE LA CROIX SAINTE BARBE

52700 ANDELOT-BLANCHEVILLE

registered at the RCS of Chaumont 808 496 236 Code APE:1396Z VAT number Intra

FR34 808496236 société à responsabilité limitée (SARL) - Capital of 10000 Euros -

SIRET: 80849623600015

MANUFACTURING PLANT:

SARL HDPR

2 RUE DU MOULIN

52700 LIFFOL LE PETIT

registered at the RCS of Chaumont 808 496 236 Code APE:1396Z VAT number Intra

FR34 808496236 société à responsabilité limitée (SARL) - Capital of 10000 Euros -

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