

VISIOMED - FRANCE General Terms and Conditions of Sale

1 GENERAL

The present General Terms and Conditions of Sale are systematically sent or given to every purchaser to enable him to place an order. These conditions take precedence over the purchaser's general purchase conditions. The fact of placing an order implies that the purchaser unreservedly and completely adheres to these General Terms and Conditions of Sale and that no particular condition, unless formally agreed in writing by VISIOMED-France, may take precedence over these General Terms and Conditions of Sale. The information provided in the catalogues, notes and price lists is provided for information purposes only and is not binding; the vendor may modify this at any time, without notice. The contract concluded between our company and the Purchaser is non-transferable.

2 RETENTION OF OWNERSHIP

The products supplied by VISIOMED FRANCE are sold with a clause expressly subordinating the transfer of their ownership to full payment of the price for the principle and accessories, notwithstanding the acceptance of any commercial draft. The customer undertakes not to dispose of the goods in any way whatsoever until this condition has been fulfilled. In the mean time, the goods must be kept distinctively separate in the customer's warehouses or workshops. The customer bears the risks of loss or destruction. In the event of filing bankruptcy, cessation of payment or one of the procedures envisaged in the law relating to company turnaround or the winding up of companies or in the event of implementation of the law regarding amicable settlement, the customer must advise us immediately and immediately compile, at his own expense, a complete and true inventory of the goods in his stock, which he will hold available to us so that the retention of ownership clause may be implemented if necessary. The customer must not, under any circumstances, damage or remove the equipment's identification marks or those on the packing.

3 OFFERS

The offer is valid up to the end of the option period, which, unless otherwise stipulated, is one month from hand-over of the offer. The information provided in the documentation, catalogues, notes and price lists is only provided as an indication and cannot constitute a binding offer on the part of the Vendor, who may modify his offer at any time, without notice.

4 ORDERS

Every order is firm and final. Orders may be sent by post, e-mail, fax or telephoned directly to our sales departments. In the event of written confirmation of a telephoned order, please mention this and indicate "Confirmation of order". This confirmation must be made immediately. Non-observance of these instructions would create a double delivery and cause VISIOMED FRANCE to invoice the purchaser for the processing costs. Any clause or particular purchasing condition appearing on the customer's order notification, which is in conflict with the present conditions, will be regarded as null and void. No addition, omission or modification regarding any of the provisions of these sales conditions will be binding on the Vendor without his prior written agreement. Any change notified on the Vendor's acknowledgement of receipt will be regarded as accepted by the customer, unless the latter notifies the Vendor in writing of his opposition to the change within a maximum of eight days from the acknowledgement of receipt. Every order is an irrevocable commitment. In the event of any modification whatsoever (designation, quantity, etc.) of an order already received and confirmed by the Vendor, the previously granted conditions cannot be renewed without the Vendor's express agreement. No order may be cancelled, even partially, without VISIOMED FRANCE prior agreement. If VISIOMED FRANCE should accept the cancellation of an order for stocked products, it will invoice a minimum of 20% of the total amount of the order, with a minimum charge of €40 as compensation. Any order for products that are not stocked may not be the subject of any return or cancellation. If such were the case, the whole amount of the order would be payable. In the case of a specific deal, any requisite security stocks not used up will be delivered and invoiced to the customer at the end of the deal or in the event of any modification whatsoever. The Vendor reserves the right to refuse any order for less than €500 net of VAT; this amount maybe modified by means of a circular. In the exceptional case of an order for as value of less than €500 net of VAT, a fixed sum of €30 will be charged for processing the dossiers.

5 PRICES

The prices are established according to the prevailing economic conditions when the order was placed and may be modified according to the variations in the manufacturer's price list. The prices may be revised at any time according to the variation in the cost of their components in accordance with the prevailing legislation (duties and taxes, exchange rates, etc.). The prices are understood as being net of VAT; the fixed shipment expenses and VAT are additional. The invoiced prices are subject to variation according to these conditions.

6 DELIVERY DATES

The delivery dates envisaged in the order acknowledgements or any other document mentioning the customer's order number or reference are given as an indication only, as accurately as possible but nevertheless depend on the vendor's possibilities of obtaining supplies and transport. Under no circumstances may any delays justify the cancellation of the order, any compensation or the application of penalties for delay. The Vendor is legally free from any commitment regarding delivery dates and expressly reserves the right to suspend deliveries: # In the event that the customer does not comply with the agreed payment terms. # In the event of force majeure or events such as social conflicts, epidemic, war, requisition, fire, flood, industrial accidents, significant rejects, interruption to or delays in transport or any causes leading to total or partial unemployment in the Vendor's premises or his suppliers. # In the event of export being prohibited by order of the government of the equipment's country of origin. In all cases, the goods may only be delivered on the delivery dates if the purchaser is up-to-date in his obligations with regard to VISIOMED FRANCE. Any partial delivery requested or accepted by the purchaser is invoiced on delivery. Any postponement of delivery is subject to our company's written consent.

7 TRANSPORT & DELIVERY

Delivery is made either by handing over the product directly to the purchaser or by delivery to a shipper or a freight forwarder in VISIOMED FRANCE's premises. The Vendor reserves the right to make full or partial deliveries. The products travel at the consignee's risk and peril; any claims concerning the products must be made under the conditions laid down in Article L133-3 of the French Commercial Code. No recourse may be taken against the Vendor, the forwarding agent or the

shipper for any losses or damage the goods may incur unless an irrefutable report with probative force has been sent to the shipper or the forwarding agent within a maximum of three days, not including public holidays, and formally notified to the Vendor within the same period.

8 RECEIPT

Complaints regarding apparent defects or the delivered product's non-conformity with the ordered product or with the dispatch note must be made in writing by recorded delivery mail within eight days of the products' arrival. It is the purchaser's responsibility to provide every proof of the reality of the defects and/or anomalies reported. He must provide VISIOMED FRANCE with every facility to proceed to record these defects and to remedy them; he must refrain from intervening himself or from using a third party for this purpose. The customer must provide the relevant accessibility and organization of the premises intended to receive bulky, heavy equipment at the appropriate time; the Vendor will not bear the cost of this under any circumstances.

9 RETURN OF GOODS

Any product return must be the subject of written prior agreement from VISIOMED FRANCE. The expenses and risks of returning the product will always be the purchaser's responsibility. The items must to be returned in their original packaging and should not have undergone any modification. Any return accepted by VISIOMED FRANCE will involve the production of a credit note in purchaser's favour after the returned products have been checked qualitatively and quantitatively. In the event of an apparent defect or nonconformity in the delivered products, duly noted by VISIOMED FRANCE under the conditions envisaged in Article 8 of the present document, the purchaser will be able to obtain free replacement or reimbursement of the products, at VISIOMED FRANCE's discretion, excluding any compensation or damages. If the return should not be justified for reasons arising from actions by VISIOMED FRANCE, the goods are taken back at 90% of their invoice value to cover of administrative expenses, return to stock and checking.

10 GUARANTEE

The equipment and goods the Vendor delivers are guaranteed up to the amount of guarantee ascribed to him by the supplier or the manufacturer. Under this guarantee, the sole obligation incumbent on VISIOMED FRANCE is to replace or repair any product acknowledged as defective by its departments. Defects and deterioration caused by natural wear and tear, by an external accident (erroneous installation, defective maintenance or abnormal use) or by any modification of the product not envisaged or specified by VISIOMED FRANCE or the manufacturer are not covered by the guarantee. Similarly, the guarantee also does not cover apparent defects, which the purchaser must notify under the conditions stated in Article 8 of the present document. Any replacement, repair or modification of a component during the guarantee period may not have the effect of extending the guarantee period. The guarantee will not apply if any repairs or intervention work is noted, which have been performed by anyone other than the Vendor's personnel

11 LIABILITY

Under no circumstances may the Vendor be held liable for the direct or indirect consequences for people or for property of any fault in a product or equipment sold by the Vendor. No compensation may be claimed in this regard for any reason, including for any privation of use and enjoyment, such as, in particular, loss of earnings, loss of use or of income, claims by third parties, etc. VISIOMED FRANCE liability, for whatever reason, may not exceed twice the payments received against the order up to a limit of € 50,000. However, any costs incurred by VISIOMED FRANCE in replacing or repairing any products acknowledged as defective in accordance with the above guarantee are excluded from the limit envisaged in this paragraph.

12 INVOICING

The invoiced quantities are those that have actually been delivered. Invoices include the relevant amount of VAT at the rate set by the prevailing tax regulations at the time the invoice was drawn up. Export invoices are drawn up net of tax. Products intended for export and delivered in France are only invoiced with VAT suspended after the Vendor has received the requisite certificates supplied by the tax offices and the purchaser.

13 PAYMENT CONDITIONS

For any customer not having an open account with the Vendor, payment is due in cash when the order is placed. Any request for opening of an account must be accompanied by the usual (legible) bank and commercial references. Unless special conditions are agreed, the price of the products is payable in cash, without any discount, on the day the invoice is received. If payment terms have been authorized, the date that the goods leave the warehouse is the starting point for determining the due date for settlement. Payments must be made on the due dates agreed and under the agreed terms. VISIOMED FRANCE reserves the right to set a new overdraft limit for a customer at any time, according to the risks incurred, and to adjust its delivery dates and payment terms, particularly in the event of non-payment on a due date or non-observance of any of the conditions herein. Drafts subject to acceptance and promissory notes must be drawn up and returned within 7 days from receipt of invoice. In the event of early payment with respect to the general payment conditions appearing on the back of the invoice, a discount is allowed, calculated in proportion to time at the bank base rate in force at the time the early payment was made. The customer may not make any payment retention, any modification in the form of a corrective debit nor any postponement of the due date for payment, for whatever reason, without our prior consent

14 PAYMENT DEFAULT

14-1 In the event of delay in payment or partial payment on the set due date, deliveries are suspended until full payment has been made of the sums owing in principle and interest. VISIOMED FRANCE reserves the right to modify the contractual conditions negotiated, without notice.

14-2 Any delay in payment rightfully entails the requirement to pay interest set at a rate per month or part month, corresponding to 1.5 times the prevailing official rate of interest at the time the delay was noted. Because this provision is formally agreed between the parties and is irrevocable, no prior notice is required: this constitutes an express exemption from Articles 1146 and 1153 of the Civil Code. In the event that the vendor grants a postponement of the due date, there is no novation of the debt.

14-3 If there is default in payment of a single term payment (or of a single draft on its due date), all the sums due from the customer to the Vendor will become payable immediately. VISIOMED FRANCE reserves the right to demand cash payment

upon delivery if the customer's financial situation seems to justify this. The same applies if a change in the customer's legal capacity or business activity, a transfer, a hire of or a company contribution to its business, a pledge of its funds or, in the case of a commercial partnership, any change in its managers or administrators or in the form of the company or in the financial or legal situation that may unfavourably affect the customer's credit.

14-4 Furthermore, in the cases envisaged in Article 14-3 or in the event of the Customer failing to observe any of the obligations arising from these General Terms and Conditions of Sale, VISIOMED FRANCE reserves the right to have noted the rightful resolution of the sale or sales involved, a resolution that will take effect five days after notice being given by Recorded Delivery letter with acknowledgement of receipt has not elicited any effect. In the event of rightful resolution, the customer undertakes to return the goods concerned to the Vendor immediately, upon first request, at his own expense.

14-5 The sale only becomes complete and transfers ownership upon overall perfect settlement of the invoices, notwithstanding acceptance of a commercial draft.

14-6 If the Vendor should be constrained to claim payment of his invoices, even simply by registered letter, a minimum compensation set at 15% of the amount of credit will be due from the customer plus the conventional interest detailed above from the date the invoice became payable under an irreducible fixed penalty clause aimed above, as from the date of current liability of the invoice, with title of irreducible and contractual penalty clause in accordance with Article 1226 of the Civil Code, and this, without prejudice to any demands that may be made judicially under the terms of Article 700 of the NCP.

15 JURISDICTION

The present Conditions are governed by French Law. In the event of any dispute of all or part of these sales conditions and any that may arise from the execution of any order whatsoever, the COMMERCIAL COURT OF PARIS shall have jurisdiction.

Date:/...../..... Signature:

Signatory's name and capacity:

Company stamp:

**ACCOUNTING INFORMATION
FILL IN OBLIGATORY**

Please complete all the fields in the document below.
Any missing information will deter us from completing your order.

Company

Address

Telephone

Fax

(Company Registration Certificate No.)*

Intracommunity VAT No.**

Bank details*

BANK NAME:

ADDRESS:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NUMBER:

E-mail

Web site

Surname / First name

Function

<input type="checkbox"/> Management	<input type="checkbox"/> Purchasing	<input type="checkbox"/> Commercial
<input type="checkbox"/> Administration	<input type="checkbox"/> Accounts	<input type="checkbox"/> Technical

* Attach Bank Details and a current Company Registration Certificate.
** Compulsory for European enterprises

**** IMPORTANT INFORMATION ****

The customer acknowledges and accepts that by affixing his company stamp on this document, he may not subsequently claim any fraudulent use of his commercial stamp, even by an employee or an agent of his company.

Date:/...../.....

Signatory's name and capacity:

Company stamp and Signature