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DEVICE-ALAB GENERAL TERMS AND CONDITIONS OF SALES

Article 1: General clause

These terms and conditions of services and products govern the contractual relationship between Device-ALab and Customer, except that it is otherwise agreed in the Conditions Prevailing or any other contractual document approved by both parties. Accordingly, subject to the reservations listed above, the placing of an order implies full acceptance of these conditions by the Customer. Any contrary condition by the Customer will, in the absence of formal written acceptance unenforceable in Device-ALab, regardless of when it may have been brought to its attention.

Article 2: Formation and content of the contract

The contractual documents in order of decreasing priority, are: the special conditions which may be listed or referred to in the order, the potential commercial proposal, these terms and conditions terms of possible loads.

Article 3: Modification of contract

Any modification of the contract between the Customer and Device-ALab will be taken into account after the signing of an amendment by both parties. This amendment shall determine in particular the changes caused to the original contract, as regards the financial part and the technical part or response times.

Article 4: Assignment of Contract

The contract between Device-ALab to the Customer may not, except with the consent of the latter, subject to a total or partial transfer, against payment or free of charge, by the Customer.

Article 5: Collaboration

Device-ALab and Customer agree to cooperate to the best of their ability to allow proper performance of their obligations. Each appoint one of its employees, who will be mandated to act on its behalf in connection with the contract.

Article 6: Calendar

The schedule referred to the specific conditions determines the deadlines for the parties to each transaction specifically stated. Any delay by the Customer, especially as a result of inaccurate or incomplete information communicated Device-ALab information, deficient environment against agreed, shortcomings in the organization of customer specifications, a lack of collaboration and more generally of the breach of a contractual clause, release Device-ALab any commitment on turnaround times.

Any new commitments on time should be an express agreement between the parties.

Article 7: Price

The price of delivery Device-ALab and its terms of payment shall be determined in the order or the special conditions excluding taxes and expenses. Otherwise, invoices are normally payable net cash and without discount. In any event, in case of delay with respect to maturity, the sum due shall bear interest at the rate of the Bank of France increased by five points, as of right and without prior notice. In default of payment of a single invoice, Device-ALab will suspend the performance of its contractual obligations without prior notice, until full payment of the sums due. All travel expenses of Device-ALab will perform under its contractual obligations will be invoiced to the Customer according to the terms specified in the special conditions and payable under the same conditions as other bills.

Article 8: Termination

Device-ALab may terminate its contract with the Customer automatically and with immediate effect, without prejudice to the other rights and without incurring responsibility vis-à-vis the Customer, in the event of failure of the latter to any of its contractual obligations not repaired within fifteen calendar days after receipt of a notice by registered mail with advice of receipt, remained unsuccessful.

Article 9: Force Majeure

Device-ALab not be held liable vis-à-vis the Customer the non-performance or delay in performance of any obligations imposed on him, which would be due upon the Customer or the occurrence of a force majeure usually recognized by the Law and Courts French. Expressly considered as cases of force majeure or partial strikes, internal or external to the company, lockouts, weather, epidemic, lock transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes in forms of marketing, including blocking of telecommunications switched network and other independent cases the control of Device-ALab preventing normal execution its contractual obligations. The force majeure suspends contractual obligations Device-ALab throughout their lives, but if the event of force majeure lasts for more than three months existence, it would open the right to terminate the Contract Customer binding.

Article 10: Responsibility

Device-ALab not liable for any consequential damages such as loss of profit or loss that originate or the consequence of the contract with the Customer, or damage to persons or separate property of the object of the contract with the Customer. Device-ALab may only be liable for direct damages resulting from gross negligence proven to the Customer to establish the causal link between the alleged damage and said fault. In such a case, it is expressly agreed that all are combined. Device-ALab will not be liable to pay an amount greater than the contract price.

Article 11: Confidentiality

Device-ALab as the Customer shall undertake to keep strictly confidential all information will be communicated to them, and not to disclose or communicate to any third party without the express prior consent of each of them.

Article 12: No solicitation staff

The Customer waives engage or work in any status whatsoever directly or indirectly any employee of Device-ALab with whom he was brought to work. This waiver is valid for a period of twelve months from the end of the contractual relationship binding Device-ALab. In the event that the Customer fails to comply with this commitment, it shall indemnify Device-ALab by paying compensation equal to twelve months of gross remuneration of the employee.

Article 13: Recipe or acceptance

In the event that the contractual relationship between the Customer and Device-ALab require a recipe or acceptance, it will be delivered within ten working days after the date of delivery days. The customer agrees to notify in writing all incidents and reserves during the prescribed period. After this period, and in the absence of reserves from the Customer, the recipe or acceptance is presumed to be so conclusive, final and causes associated billing.

Article 14: Guarantees software

Device-ALab agrees with the Customer to systematically use the software controls to ensure proper operation under conditions of normal use with specific equipment compatible with the Customer and meet current specifications for said software. However, the Customer is aware that from the evolutionary and complex nature of information technology, one cannot totally exclude that software will operate without interruption or error or it is not compatible with all types of equipment.

Article 15: Guarantee as to the supply of products

In the event that the contractual relationship between the Customer and Device-ALab require the provision of any type of product, Device-ALab ensures that product within the limits of its legal obligations.

Under this warranty, the only obligation of Device-ALab will be the replacement or repair of the product or the defective component recognized by its services within twelve months from the delivery date. In any event, Device-ALab not guarantee the faults or damage caused by natural wear or external accident (incorrect installation, faulty maintenance, improper use, opened cover ...) or by modifying the product or not provided specified by itself, or obvious defects in the product that would have been reported within ten days of receipt of the product.

The Customer or Buyer shall return the defective product under warranty in its original packaging at the expense of the Customer or the Buyer to Device-ALab. If the defect cause of the returned product is recognized by its services, Device-ALab correct the defect in its only obligation mentioned above under this warranty. Device-ALab will cover the costs of repair and / or delivery of the replacement product on a CIP closest airports or border customs facilities equipped Incoterms 2010 basis.

Article 16: Property

Under the contract between the Customer and Device-ALab, and unless otherwise provided in specific conditions, Device-ALab retain ownership of any study, hardware and software developments it would have to perform. The Customer may not use, duplicate, copy, exploit, manufacture, sell, offer, distribute, market to third parties all or part of Property Results in any form except with the express agreement of Device-ALab. In any case, in any event, the transfer of ownership is effective only after the full and final payment is received.

Article 17: Regulation of sales and export as to the supply of products

The products of Device-ALab are classified as dual-use goods or assimilated to war materials. Consequently, their sales and exports are subject to control and export control and require official authorization from the competent French authorities.

The delivery of products Device-ALab could be subject to the authorization of the competent French authorities.

The products of Device-ALab are intended solely for the use of clients or Buyers. They cannot be loaned to any third party or re-exported without the express written permission of the French administration

Article 18: References

The Customer authorizes Device-ALab to mention his name and the technical implementation made on his behalf in a list of references that can disseminate to its prospects.

Article 19: Applicable law - Disputes

This contract, as well as acts that are the result, are subject to French law and any dispute arising will be the exclusive jurisdiction of the Court of Grenoble-France.