

STid – GENERAL TERMS OF SALE

I. VALIDITY OF OFFERS AND REQUESTS

Unless otherwise clearly stipulated in a written manner, STid quotations are valid for 3 months following their release. Any purchase order implies full acceptance of the following general terms of sale, and prevail on whatever other conditions that could be mentioned on the buyers documents.

- a) Verbal purchase orders or negotiations with STid sales staff are considered as definitive only after written confirmation. No modification after the purchase order will be accepted, unless written agreement of both parties.
- b) After being accepted, no purchase order can be cancelled, unless written agreement, and provided that all cancellation fees are borne by the buyer.
- c) Modification of the delivery schedule upon express request of the buyer can generate additional fees or a price adjustment if STID finds it necessary.
- d) Unless otherwise clearly stated, purchase orders are accepted and confirmed only after reception of a 30% advance payment validating the order.
- e) STid reserves the right to make partial deliveries and its corresponding partial invoice. In such case, the buyer cannot claim to wait for the balance of the ordered goods to postpone the payment of the received materials.
- f) A minimum order value is defined at 200.00 euros (excl. VAT). Below this amount, a fixed fee for charges of 50.00 Euros will be applied.

II. PRICES

The prices published by STid have only an indicative value and STid reserves the right to change its price list without notice. STid prices are calculated free of taxes and without shipment in EXW – Gréasque / France (EX-Works), taking in consideration the current economic situation. Should these conditions change (exchange rate modification for example), our prices could change in accordance with the authorised legal dispositions.

III. SHIPMENT

Goods shipped by STid are shipped at the buyer's expense, unless otherwise clearly stipulated and accepted by STid at the time of the purchase order. The buyer is responsible for checking the goods upon receipt, and engaging a procedure against the transportation company if necessary.

IV. DELIVERY TIME

Delivery times stipulated in STid offers are an estimated time of delivery. From stated agreement, no delay in delivery can generate penalties. Each order received by STid will be acknowledged to the customer in written with the confirmation of the lead time for delivery.

V. TERMS OF PAYMENTS

Invoices are payable at 30 days net date of invoice for any customer having an account in our books. For a new customer, STid will provide the forms to be filled by the customer to open an account. For a first order, the payment is due cash with order. All payments must be made at the due date. A breach in the payment conditions can cause a suspension of all further deliveries at STid own decision. At his own will, STid will have full rights to cancel part or all of the remaining of the contract to be executed without losing its rights to indemnities. A delay in payment authorises STid to charge the buyer a monthly default interest of 1,5 times the legal current interest rate, plus a fixed administrative fee per recovery procedure.

VI. TECHNICAL COMPLIANCE

a) All non-conformity claims for the nature or quantity of the goods with the purchase order should be sent by registered mail to STID, within eight days following the delivery date.

b) No goods delivered will be exchanged or taken back without STid's preliminary written agreement, and provided that delivery cost for this operation are at the expense of the buyer. Reception of returned material without STid's preliminary written agreement cannot be considered as a tacit acceptance for payback or exchange.

VII. TRANSFER OF RISKS AND PROPERTY RIGHTS

After notification by STid to the buyer that the goods are ready to be shipped from Gréasque - France, all risks will be transferred to the buyer according to the EXW conditions as described in the articles 3 and 4. The transfer of property will be fully done only after full payment of the goods and related collateral costs. In case of unpaid deliveries at the terms of payment agreed and 8 days after a registered mail notice of overdue payment, the sale will be cancelled at STid's sole convenience. In such case, the delivered goods, which are STid sole property, will be taken back, and any amount already paid for these items will remain the property of STid.

VIII. WARRANTY

The warranty on new products is STid responsibility and is of one year, starting from the delivery date, unless otherwise stated. Under this warranty, STid seller will exchange or repair for free any part or product returned to its factory and recognised deficient by STid.

Warranty does not apply in case of damages which are not directly linked to the normal conditions of operation of the products, like abnormal shocks, wrong manipulations, or modifications non-authorised in written by STid.

A product failure before the payment of the invoice cannot in any case be used to cancel the order or to delay any payment. All intervention required by the warranty are to be made exclusively in STid offices and therefore, goods will be shipped at the buyer's own risks and expense.

IX. LIMITED RESPONSIBILITY

STid will not be held responsible for:

1° Material or immaterial consequences of failure, breach, damages or destruction of its products.

2° Any kind of damages, physical injuries, material or immaterial, that could have been caused directly or indirectly by its products.

As a consequence, the buyer commits to subscribe an insurance policy to cover all these hazards, and to obtain a certificate that its insurance company will not start legal action against STid.

The buyer relies on his own judgement and know-how for the compatibility and compliance issues for the equipment supplied in accordance with its contract. The buyer is responsible for performing all the necessary tests to ensure the compatibility of the purchased equipment with the system to which it is to be connected and the compliance with the targeted objective. STID denies any responsibility for the knowledge of it, or its employees, may have regarding the final use or destination of the products supplied. STid's responsibility is strictly limited to the compliance of the product to its technical specifications.

Except for the limited warranty described in the article 8, in no event shall STid be liable for any damages, direct or indirect, incidental or consequential related to the use of its products including but not limited to lost business profits or loss, loss of time, damage or destruction of data, or any claims from third party about the application done by the buyer for its own or a third party profit and using STid product.

X. JURISDICTION

All disputes regarding these conditions, especially validity, interpretation, execution or resolution, if not settled out of court, shall be tried in court, in Marseille, France. The recovery of fees granted to STid shall be completed by a fixed penal fee of 15% of the amount to recover.