

LEUCO Production SAS

20 route de Rhin
BP80001
F-67930 BEINHEIM

R.C.S. STRASBOURG-B 708500897 (70 B 89) – Siret: 708500897000 – APE 2573 B - N°
TVA: FR 00708500897 – Capital: 1 120 000€

July 2009.

GENERAL TERMS OF PURCHASE AND ORDER

1. Scope of the General Terms of Purchase:

Unless agreed otherwise with the Seller, these terms of purchase, whose purpose is to specify the general rules governing any orders of materials, equipment, products or services of any kind, apply notwithstanding any clause or condition to the contrary, including any such clause or condition in the Seller's general terms of sale, unless agreed otherwise in writing with the Buyer. The nullity or ineffectiveness of any clauses in these Terms of Purchase does not affect the validity and legality of the remaining clauses.

2. Order - Conclusion of the contract:

Any order shall be deemed accepted only after being confirmed in writing to the Buyer. In the absence of any acknowledgement of receipt within five calendar days of his order, the Buyer shall be entitled to cancel such order without any penalty. Moreover, the Buyer may modify his order as long as such order has not been confirmed by the Seller. Any change in the price or terms of delivery shall be notified to and accepted by the Buyer in writing.

Once accepted by the Seller, the order is binding for the Seller and implies his agreement to these Terms of Purchase.

3. Delivery:

3.1

The delivery date specified on purchase orders is binding. Delivery times run from the date of reception of the order by the Seller by whichever means of transmission. Any event likely to affect delivery times shall immediately be notified to the Buyer in writing by the Seller who shall indicate how long such event is likely to last and how it will affect delivery times. The Buyer shall in any case give his consent in writing to any modification of the delivery time initially agreed.

In the event that delivery was postponed with the Buyer's consent, the Seller agrees to indemnify the Buyer for up to the amount of the direct or indirect loss caused by the delay. Acceptation of the delay by the Buyer shall not be construed as a waiver to obtain compensation for any loss. In any event, any order not delivered within the agreed time may be cancelled by the Buyer, even where the delay affects the required service only partially.

3.2

Unless expressly agreed to the contrary, the Buyer has no obligation to accept partial deliveries.

3.3

The Seller shall deliver four copies of the literature required for reception, putting into service, maintenance and repairs (control protocol, plans, scale drawings, operating instructions, certificate) at the time of delivery, without any additional costs.

3.4

Reception by the Buyer takes place at the place of delivery indicated in the order and by default on the Buyer's premises. All incidental costs pertaining to packing, insurance, customs clearance, etc., shall be borne by the Seller. Reception on the Buyer's factory floors must be agreed in writing.

3.5

Any goods delivered before the agreed delivery date may be sent back to the Seller at the Seller's expense and risk. When not sent back, the goods will be stored on the Buyer's premises at the Seller's expense and risk. The date to be taken into account for the payment is the delivery date initially agreed.

3.6

For operating considerations, the Buyer may modify the quantities ordered or request provisional suspension of scheduled deliveries.

4. Insurance:

4.1

The Buyer's means of production made available to the Seller (model, tools, etc.) must be insured by the Seller at the Seller's own expense against any event likely to affect their integrity. Contingent claims likely to arise against the insurer have already been assigned to the Buyer.

4.2

The Seller undertakes to take out an insurance at his own expense against any damages, either corporal, material or immaterial, to cover his liability resulting from the fulfilment of the order. The Seller shall, at the Buyer's request, send the Buyer any relevant liability and professional indemnity insurance certificates dating from less than six months.

In all cases, the Seller shall, at the Buyer's request, provide evidence of a specific insurance covering the products until their arrival on the Buyer's premises or at any other delivery address agreed with the Buyer.

5. Conformity:

The Seller guarantees that the delivered products, as well as the packing and labelling comply in every respect with the Buyer's order and are free from any defects.

At any time, the Buyer may request any information regarding the fulfilment of his order; the Buyer may, if he so wishes, take part in any tests or initiate such tests himself.

In case of any lack of conformity appearing within one month of the reception of the products on the Buyer's premises, the Buyer may either cancel the order after notifying the Seller or have the Seller replace the non-conforming products by similar¹ products at the same price and on the same delivery terms, without prejudice of any claim by the Buyer for any direct or indirect financial consequences due to damages of any kind caused to persons or property and to any action taken to remove the products for whatever reason.

The non-conforming goods shall, when applicable, be sent back to the supplier carriage paid.

In case of subcontracting, the Seller is bound by the same terms and conditions with regard to the Buyer.

Checking carried out by the Buyer does on no account discharge the Seller from his obligation of guarantee or his liability.

6. Contractual changes and assignment of claims:

The Buyer may, while the order is in progress, require the Seller to change the technical specifications of the ordered product. Technical changes recommended by the Seller, if they are likely to affect prices, delivery times or any other terms, involve in any event the Buyer's written agreement. The Seller's claims against the Buyer may not be assigned to third parties without the written consent of the Buyer.

7. Guarantee:

Unless specified otherwise, the Seller guarantees the products for at least 24 months from delivery of the products or acceptance of the works. Regarding spare parts and additional works, the Seller is bound by the same terms and conditions applying to the goods or works ordered.

In this period, the Seller undertakes to repair at his own expense or to exchange the products in case of any flaws, errors, faults, conspicuous or concealed defects or defective functioning.

In any event, the supplier shall be held liable for and undertakes to bear any direct or indirect financial consequences due to damages or any kind caused to persons and/or clients and to any action taken to remove, suspend, consign, take back, modify and/or destroy the products, whether such action is ordered by any court or decided by the Buyer.

The Seller shall hold the Buyer harmless against any third party claim regarding for instance patent rights or copyrights and guarantees that photographs of the product may be reproduced on any medium including Internet.

8. Unforeseen events and force majeure

The Buyer's shall be held harmless and his obligations suspended in case of circumstances preventing the Buyer from fulfilling such obligations in normal conditions such as, but not limited to, war, fire, accidents, riots, strikes or any event out of the Buyer's control. Such suspension also applies where such events occur after the date initially agreed for the reception of the products.

9. Confidentiality:

9.1

The Seller shall during the duration of his business relationship with the Buyer keep any information regarding the Buyer (including, but not limited to, offers, specifications, plans, technical know-how) undisclosed; the Seller shall neither disclose any such information to third parties, nor use it in a way conflicting with the Seller's contractual obligations, even where such information has not been expressly described as confidential. This confidentiality commitment extends beyond the duration of the business relationship. In case of a breach of this confidentiality commitment, the Buyer may claim compensation for damages.

9.2

Ownership of all literature and means of production made available by the Buyer to the Seller shall remain with the Buyer. In the event of blending, transformation or integration into other products, ownership of up to the initial value of the materials made available to the Seller shall remain with the Buyer. Ownership of the copyrights and rights of assignment shall also remain with the Buyer. The literature and all the information related to the products shall not be made available to third parties, nor used outside the business relationship without the written consent of the Buyer. Such literature or information shall be returned to the Buyer at his request and at the latest at the end of the business relationship.

10. Ownership:

Full ownership of the delivered products or ordered services passes to the Buyer at the time of their reception or acceptance. Such ownership extends to the related literature. Unless notified otherwise by the Seller to the Buyer in writing at the time the products are made available to the Buyer or the services executed, the Seller declares that full ownership of the ordered products or services passes to the Buyer at the time such products are made available or such services received.

11. Price and invoicing:

11.1

The agreed prices are fixed and include costs for transport, packing, customs clearance as well as all additional costs. Unless agreed in writing, any price increase, whatever its grounds or reasons, after the order was placed is void as against the Buyer.

11.2

Any invoices that do not match the order or delivery shall only become payable from the date the Buyer receives an amended invoice, without prejudice of the term of payment specified hereby or agreed directly between the parties.

11.3

Payments shall on no account be construed as an acceptance of the conformity of the delivered products or services.

11.4

Invoices shall be made out to the name and sent in two copies to the billing address specified on the order and must include all the information provided for by the *code de commerce* (code of commercial law). Invoices must also bear the number of the order, the means of transport and the delivery address for the goods.

Payments are made within 30 days of the reception of the invoice with 3% discount or within 60 calendar days without discount.

12. Cancellation:

Without prejudice of any cancellation grounds provided for by law, the Buyer may cancel any pending order if and when the Seller's business is subject to a reorganisation under the supervision of a court (*redressement judiciaire*) or winding-up by decision of a court (*liquidation judiciaire*).

13. Safety standards:

The delivered goods or services must comply with the laws and regulations in matters of safety. Where applicable, conformity certificates must be enclosed at delivery.

14. Other provision:

These General Terms of Purchase replace any other previous terms, contracts, agreements, either tacit or written, between the Seller and the Buyer, unless expressly specified otherwise.

15. Place of performance:

The place of performance of the contract is at the Buyer's head office.

16. Jurisdiction:

All claims shall fall within the exclusive competence of the courts in which jurisdiction the Buyer's head office is located, notwithstanding any clause to the contrary in the supplier's general terms of sale or any commercial documents (confirmation of order, delivery slip, invoice).

17. Miscellaneous:

The nullity of any of the terms of purchase set forth hereby does not in any way affect the validity of any of the remaining terms.