

1/ GENERAL PROVISIONS

1.1 - The present General Terms of Sale and Delivery (CGVL) define the rights and obligations of company OPTOMED (the "Salesman") and of its customer, Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, ("the Purchaser"), and are applicable to all the contracts between the parts for the sale of Products, the delivery and/or service (the "Product"), subject to particular conditions or of modification made by written agreement. The present General Conditions of Sale could not be modified by contrary stipulations written on all documents of the Purchaser, without a written agreement of the Salesman.

2/ INFORMATION OF THE SALE CONTRACT

2.1 - It is full and entire responsibility of the Purchaser to match his ordering of a detailed technical description clearly fixing the possible modifications of design of the Product. Those modifications will make a special tariffing in agreement with the customer.

2.2 - Unless otherwise stipulate by the Salesman, the offer is irrevocable for a period of two months only, after the date of emission.

3/ JURISDICTION - APPLICABLE LAW

3.1 - Any litigation relative to a sale, a delivery and/or a payment, the courts of the place of the registered office of the Salesman are only qualified.

3.2 - All the difficulties will be distinct according to the French right, other than the French Private International legal provisions.

4/ DELIVERY PERIODS

4.1 - The delivery periods begin as the quotation is signed.

5/ TRANSPORT

5.1 - Except agreed contrary stipulation with the Purchaser, the Products are being delivered on the site of the Purchaser.

5.2 - In the event of absence of instructions on the destination or impossibility of dispatching the Products for causes independent of the Salesman, the delivery is considered as carried out by a simple opinion of provision; the parts are then stored with the risks and dangers of the Purchaser, the Salesman reserving the possibility of invoicing the expenses of guard.

5.3 - The means of transport is chosen by the Salesman. Any particular requirement could be invoiced with the Purchaser.

5.4 - Any complaint for error, lack or apparent defect, must be formulated, at the very latest, 2 working days after reception of the goods by registered post with acknowledgment of receipt. After this time limit, no complaint will be taken into account.

5.5 - In the event of parcel damaged at the time of transport, the Purchaser has the responsibility to notify it on the delivery form and to announce it to the conveyor by recommended mail in the 48 hours - or to refuse the parcel.

5.6 - No resumption of goods not justified could be required by the Purchaser. It could be allowed only after prior agreement and written of the Salesman, with the expenses of the customer, subject to all damages.

6/ TRANSFER OF RISKS

6.1 - The transfer of the risks is carried out at the time of the equipment leave the company.

6.2 - The Products travel to the risks and dangers of the Purchaser, which will have to lodge a complaint against the conveyors, indicated or not by the Salesman, in the event of delay, of loss or damage.

6.3 - Except contrary request of the Purchaser, the dispatching of the Products for the Purchaser will be carried out according to means of transport's considered the most adapted to the Products by the Salesman. This could not involve responsibility against the Salesman.

7/ DELAY OF DELIVERY

7.1 - The delay of delivery can be prolonged for any cause having placed the Salesman in impossibility of fulfilling its obligations, in particular in the event of cause beyond control. The cause beyond control indicates an event whose Salesman cannot reasonably have the control including in particular a strike, an embargo, an accident of tools, a riot, a war, a natural disaster, a fire, etc, or events assimilable such as bad weather, difficulties of provisioning, accidental stop of production, trends in the market, etc.

7.2 - Except another explicit qualification, the Parts understood by "penalties of delay" or any other similar designation, when specified, a compensation for the consecutive damage to a delay of delivery. In the event of delay in the delivery of a Product, and when a clause of penalties was agreed between the Parts, this one has vocation to apply exclusively to the Products touched by this delay. As regards consecutive damage with a delay of delivery, the Salesman limits his responsibility to the possible penalties of delay agreed with the Purchaser.

7.3 - A delay of delivery cannot justify the cancellation of the order.

8/ PRICES

8.1 - The prices and tariffs hold account of the legislation in force and are fixed according to the current economic conditions. The Salesman reserves the right to modify them in the event of fluctuation of these conditions. The prices get along: net of tax and nets of discount or advance. All the rights and taxes which the Salesman would be brought to pay on behalf of the Purchaser will be invoiced to this one. Packing, all handling charges, transport, put on board, insurances and various will be invoiced in addition.

8.2 - Any increase in rights, taxes, taxes and stamps, posterior with the contract signature, is the responsibility of the Purchaser.

8.3 - All the prices indicated are ex-works.

9/ PAYMENT

9.1 - Unless otherwise specified at the time of the offer, the prices are payable net, 30 days after the date of the invoice.

9.2 - The discount and rebates which could be envisaged would not never constitute a right asset and would be in any event acquired only under the express condition that the payment of the totality of the payable invoices at the dates envisaged was carried out at the fixed limits.

9.3 - The allowed delivery time starts from reception of the order signed by the Purchaser. The order must be accompanied by transfer amounting to 50% of the invoice as a guarantee of payment.

9.4 - The Salesman reserves the possibility of disposing of his claim to a company of factoring.

9.5 - Non-payment of fraction of price or non-observance of expiry of payment involves automatically and without setting of remains the immediate liability of sums still due and the retention, on the one hand perceived installments, on the other hand parts held by the Salesman, until complete payment of the sums due.

9.6 - Fault for the debtor weakening to discharge immediately which this sums, all the sales which the company will have concluded with him and which would not have been paid yet, will be automatically solved twenty-four hours after by letter registered informing of the company to prevail itself of this clause and remained without effect. The company will have the right to make carry out the immediate recovery goods, object sales, by simple ordinance of Mr. President of the Commercial Court of Paris (France), ruling in summary procedure, or of the will of the company, the President of the Commercial Court of the place of situation of the goods.

9.7 - By way of penalty clause and for the application of the French Law 92-1442 of the 31/12/1992, the Purchaser will be indebted of a penalty for delay of payment, calculated by application to the entirety of the sums remaining due of an interest rate equal to 1.5 times the legal rate of interest, exigible the day following the date from payment being reproduced on the invoice without a recall being necessary.

10/ RESERVE OF PROPERTY

10.1 - The transfer of the delivered Products will intervene only after perfect payment of their price in the main thing and accessories, in accordance with the French Law 80-335 of May 12, 1980 and in particular with the French Law 94-475 of June 10, 1994. This clause does not make obstacle with the transfer to the Purchaser as of the delivery, of the risks of loss and deterioration of the Products, as of the damage which they could cause.

10.2 - The non-payment of the one of its expiries by the Purchaser will be able to involve with the profit of the Salesman, the claim of these Products, or of other Products of the same species and of the same quality held by the Purchaser. In the event of return of these Products by the Salesman, the Purchaser will be credited with the amount of the price, with deduction on the one hand of sums corresponds with the expenses caused by the return and on the other hand of the possible reduction in the price of the Products between the date of the contract and the day of their recovery.

10.3 - As a long time as the property of the Products was not transferred to the Purchaser, this one avoids granting to a third a safety on these Products or reselling them without prior agreement of the Salesman.

10.4 - The transfer of the risks being operated as of the delivery, the Purchaser has to assist the Salesman if this one has to protect its right of ownership. The Purchaser commits himself ensuring the Products against all risks which they can run or cause as of their delivery. Except if the Products become nonidentifiable following operations concerned with the abnormal exploitation of the Purchaser, this one is committed preserving the Products in manner such that they cannot be confused as being property of the Salesman.

11/ GUARANTEE AND CIVIL LIABILITY

11.1 - The responsibility for the Salesman is limited to the execution for Products in conformity with the plans agreed between the parts.

11.2 - Any responsibility related on the errors or the gaps concerning the technical description detailed for the Product falls to the Purchaser.

11.3 - Any repair carried out without the agreement of the Salesman on the Products, even considered to be defective, involves the loss of guarantee, as well as the renunciation of any recourse against the Salesman.

11.4 - It is agreed that the amount of repairs requested from the Salesman by the Purchaser for a supply used under conditions other than of the normal conditions of use, will be calculated excluding the indirect losses in particular the commercial loss and financial.

11.5 - Subject to the legal guarantee against all the consequences of the defects or hidden defects, the guarantee is exerted under the following conditions:

- the normal warranty period of the material against all the operation or manufacturing defects and all other defect of the matter one year to the maximum from the delivery, with load for the customer to prove the aforementioned defects or defects
- the guarantees of the Salesman are strictly limited to his supply and can cause only repair or the replacement with its expenses, in its workshops, of all the parts put except service thereafter of defects.
- the guarantee does not apply to the replacements or repairs which would result from the fair wear and tear of the instruments, deteriorations or accidents coming from negligence, of non respect of the conditions of storage and sterilization, defect of monitoring or maintenance and abnormal use of the instruments.
- the guarantee exclude the consequential damages being able to result from the use of an instrument presenting defect in construction; no allowance is allowed by way of damages.

12/ RECEPTION - RETURN - COMPLAINT

12.1 - The Purchaser is recognized as having received the goods within 2 working days of the delivery. After this time limit and in accordance with article 1642 of the French Civil Code, the Purchaser is recognized as having accepted the possible apperented by the Product.

12.2 - Any complaint must be addressed to the Sales Manager of the Salesman in charge of the follow-up of the Purchaser. All Products returned by the Purchaser must be addressed to the factory of the Salesman who delivered the goods. The Purchaser is responsible for all risks related with the return of the Product until its arrival at the factory.

12.3 - The defect must be established in a contradictory way. If it is proven, the Salesman reserves the possibility of bringing repair according to one of the three following modes: a) by replacement of the defective Product, or b) by repair by the Salesman in his factories, or c) by refunding of the price invoiced and paid by the Purchaser of the Product found defective. In the b) or c) mode, the replaced or refunded Product becomes property of the Salesman if necessary.

13/ SUBCONTRACTING

13.1 - The Salesman reserves the right to subcontract operations or products without informing the Purchaser. These subcontractings will be confined to partners duly approved by the Salesman.

14/ CANCELLATION - RESILIATION

14.1 - A simple delay in the delivery, the non-observance of a procedure, a major difficulty or any cause having made it impossible for the Salesman to fulfill his obligations, cannot justify a cancellation.

14.2 - The contract could be automatically terminated by the Salesman if the Purchaser would be declared in legal rectification or liquidation of goods; it would be the same in the event of significant change for the legal situation for the Purchaser who would reduce his solvency. The cancellation of the contract does not carry nevertheless not reached to the credits already fallen between the parts.

14.3 - In the case of a unilateral cancellation, for whatever reason, on behalf of the Purchaser, the Salesman reserves any recourse he judges necessary to repair the damage caused by the breach of contract. The corresponding compensation will particularly hold in account reconstitution expenses of the sales turnover, standing fixed overheads of stopped installations and any irrevocable expenses. In this case, the guarantee of payment is retained for the damage caused.

15/ STORAGE

15.1 - The conditions of the material storage are under the responsibility for the Purchaser. We advise to store the Products in original packing, under cover of the light and the humidity, at an ambient temperature ranging between 15 and 30°C.

16. Non-Waiver. The Salesman expressly acknowledges that Purchaser is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Optomed

Texas A&M University

Signature

Date

Signature

Date

Title

Title

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