

## Net Report General Terms and Conditions

### 1. General

- 1.1 The following terms and conditions apply to all products and services quoted by Net Report. They will continue to apply unless and until Net Report clearly and expressly accepts new terms and conditions in writing.
- 1.2 Net Report does not commit itself to the prices, specifications or information on data-sheets, sales documents, or other non-contractual documents, which are provided for information only and are subject to alteration.
- 1.3 All customers ordering from Net Report accept and agree to be bound by Net Report' terms and conditions, notwithstanding its own standard purchasing terms and conditions (e.g. in purchase orders, confirmation letters and the like).

### 2. Offer Term

- 2.1 Net Report' written proposals are valid for a maximum of four (4) weeks, commencing on the date of mailing.
- 2.2 All orders should be confirmed in writing. Net Report will confirm receipt of such written orders with an order acceptance form.
- 2.3 Orders must specify the type of products, quantity of each product, the name and address of Customer's shipping agent, address for delivery and the latest date of delivery.

### 3. Prices

Net Report' prices are stated in Euros excluding any tax and duty, for delivery

### 4. Shipment and Liability Transfer

Net Report products will be deemed to have been delivered, and transferred as contractually required, as soon as these products are made available to Customer's shipping agent

### 5. Delivery Dates

- 5.1 Unless otherwise stated on the order acceptance form, delivery dates are given for information only and may be subject to alteration.
- 5.2 Net Report is not liable for any claim, penalty or indemnification arising from any delay, howsoever caused, and unless Net Report has defaulted on special arrangements expressly agreed in writing between Net Report and Customer.

### 6. Invoicing and Payment Terms

- 6.1 Payment is due within thirty (30) days of the date of the Net Report invoice.
- 6.2 Unless otherwise agreed in writing, payments shall be made by wire transfer or by cheque in euros on Net Report account.
- 6.3 In case of a payment delay, Net Report will charge and the Customer shall pay interest on the total invoiced amount at the legal French rate.
- 6.4 Net Report reserves the right to suspend performance of its obligations in accordance with these General Conditions if any payment due from the Customer to Net Report is not paid on the date it is due, timely payment being of the essence. Net Report further reserves the right to apply or set off amounts paid by Customer against any amount due in accordance with this order or any other order between Customer and Net Report.

### 7. Property Transfer

Notwithstanding Clause 4, Net Report shall retain complete ownership of and title to the products until full payment therefore has been received.

## 8. Warranty and Liability

8.1 Software products warranty and liability: Net Report warrants that Software products will perform substantially in accordance with their accompanying written materials for a period of ninety (90) days from the Delivery Date.

8.3 This Clause 8 warranty is in lieu of any other warranties, whether statutory, express or implied, and of any and all obligations or liabilities of Net Report to Customer arising out the supplied equipment. No statutory, express or implied warranty of merchantability or fitness for any particular purpose shall apply. This limited warranty is granted to Customer personally and shall not be assigned by Customer to any third party without Net Report' written consent.

8.4 Save as expressly provided in this Clause 8, Net Report shall not be under any liability, whether in contract, tort or otherwise, in respect of any defect, damage or loss resulting from use of any product or from any work done or omitted in connection with this agreement.

## 9. Force Majeure

9.1 Net Report shall not be responsible for any failure to comply with these terms and conditions due to causes beyond the reasonable control of either party.

9.2 These Clause 9 causes include, but are not limited to: fire, storm, flood, earthquake, explosion, strike, labor dispute, criminal acts, riot, war (whether actually declared or not), rebellion, insurrection, sabotage, epidemics, quarantine, inability to secure necessary raw materials or machinery, unavailability of transport facilities, acts of God, acts of government, legal action, etc.

9.3 Net Report shall promptly notify Customer in writing of the intervention and cessation and shall forecast the effect of any of the circumstances covered by this Clause 9.

## 10. Copyright and Confidentiality

The copyright in all Net Report' documents furnished to the Customer for the purpose of these terms and conditions shall at all times remain vested in Net Report only. The content of these documents, as well as all information delivered for the purpose of these terms and conditions (including reports, drawings, specifications and other data) shall be confidential and shall not be used for any other purpose other than that for which they were provided, nor shall they be reproduced, disclosed or transferred to any third Party without Net Report' express written consent.

## 11. Legal Construction

11.1 Any contract resulting from any Net Report written quotation or proposal shall be made in accordance with French Law.

11.2 Clause headings are for information only and shall not affect the construction or interpretation of these terms and conditions.

## 12. Governing Law

French law governs all the above terms and conditions. This document will be deemed to have been made in Montpellier, France, and will be governed by and construed in accordance with the laws and procedures of the Tribunal de Commerce de Montpellier, France.