



The warranty term for repaired or replaced parts is 3 (three) months from repair date, or the balance of the original warranty, whichever is greater. During the warranty period, SBRE will, at no charge and at SBRE's option, either repair defective parts of the Product or replace defective parts of the Product with new or refurbished replacement parts.

This warranty does not prevent the application of any others legal warranties whenever imperatively requested by the applicable law.

During the warranty period and except otherwise contradicted by an imperative law, any defective Product or defective part shall be returned to SBRE for inspection and repair or replacement, in its original package, and with all costs thereof paid by the BUYER (including but not limited to shipping and handling costs, insurance and taxes). No defective Product or defective part shall be returned to SBRE unless the BUYER informs SBRE, and without the prior explicit consent of SBRE.

After the defective Product or defective part has been repaired or replaced, SBRE returns at his own cost the Product or part to the BUYER.

During the period of warranty, SBRE shall have no obligation to repair or replace any Product if such repair or replacement is necessitated in whole or in part by:

- abnormal use;
- use not conforming to the documentation provided (if any) such as without limitation pocket guide, safety guide or handbook;
- catastrophe;
- accident;
- fault or negligence of the BUYER;
- misuse or abuse;
- intentional and repeated fall;
- improper or unauthorized connection with any peripheral;
- external electrical fault;
- opening or disassembly of the Product; or
- alteration, modification, installation, service or repair performed otherwise than by SBRE or with SBRE's permission.

In those events the Product maybe repaired and/or replaced upon payment of a price to be mutually agreed between SBRE and the BUYER. The shipping will be paid by the BUYER and the article 4.3 will apply.

The above warranty does not apply when the purchase Product is expressly sold as:

- lower-class or used Product,
- sample or
- prototype;

As far as permitted by law, any warranty other than set forth under this Section 7 is expressly excluded by SBRE. The warranties set forth under this Section 7 are subject to the provisions of Section 8 below.

In addition, to the fullest extent expressly provided by law, SBRE hereby disclaims the French legal liability for defective products ("responsabilité du fait des produits défectueux") set forth in article 1245-1 and seq. of the French Civil Code, particularly as regards damage do to any good not used by the BUYER for private purposes.

7.2 Spare parts necessary to the use of the Product will be available for the duration of the applicable warranty period.

7.3 No transfer. The warranty, or any warranty extension, applies only to the original BUYER and is non-transferable.

7.4 Repair outside warranty

(i) Estimate Fees

In case the conditions of the warranty hereabove are not fulfilled, BUYER may ask SBRE to determine the cost of an out-of-warranty repair. BUYER is informed that mandatory charges, including shipping costs, apply to the drawing up of such an estimate (hereinafter the "Estimate Fees").

A Return Merchandise Authorization ("RMA") shall be sent to BUYER upon prior receipt of its written undertaking to pay the Estimate Fees.

If BUYER refuses the payment of Estimate Fees, no estimate - nor repair- shall be made by SBRE.

(ii) Shipping of the Product to customer Service

If requested by the BUYER, SBRE arranges the shipment of the Product to and from SBRE customer service. The BUYER remains free to arrange the shipment at his own risk and initiative. In any case, the BUYER shall strictly follow the instructions included in the RMA.

(iv) Diagnostic - Final Quotation

Upon reception of the Product, SBRE customer service shall make a diagnostic of the Product and sent to the BUYER a new quote including both Estimate Fees and the actual repair fees (hereinafter the "Final Quote").

If BUYER refuses the Final Quote, SBRE shall not perform any repair and BUYER shall be invoiced the amount of the Estimate Fees only. In any case, the amount due by the BUYER is payable by cash in advance and SBRE shall retain the Product until full payment is received.

## SECTION 8 – LIABILITY

The Parties will only be liable to each other for direct damage arising out of the Agreement.

SBRE shall only be liable for direct and foreseeable damages, in the sense of articles 1231-1 et seq. of the French civil code in the course of a failure or a malfunction of the Product's hardware.

SBRE shall not be liable for costs of procurement of substitute products, nor for any loss of business, loss of revenue, loss of use or of data, incorrectness of data, loss of image, interruption of business, lost profits and/or goodwill, weakening of any elements of the assets or any indirect, special, incidental, exemplary or consequential damages of any kind arising out of or related to the Products, software, or the present Agreement, even if SBRE has been advised of the possibility of such loss or damages.

SBRE shall not be liable for any damage resulting from the destruction of files or programs, non-compliance with the provided user instructions or misuse of the Products.

In no event shall the global aggregate liability of SBRE under the Agreement exceed an amount equal to the price paid by BUYER to SBRE for the Products to which the applicable claim relates.

To the extent permitted by the applicable law, the limitation period for claims against SBRE is 12 months from the date of delivery to the BUYER, not acting as consumer.

## SECTION 9 – TERMINATION

A party (the "Initiating Party") may terminate the Agreement with immediate effect by notice to the other party (the "Breaching Party") on or at any time if the Breaching Party being in breach of an obligation to be deemed incapable of remedy under the Agreement and, if the breach is capable of remedy, failing to remedy the breach within thirty (30) calendar days starting on the day after receipt of written notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach.

For the purposes of this Section 9, a breach by the BUYER of an obligation under Section 6 of this Agreement shall be deemed to be incapable of remedy.

Notwithstanding the termination of this Agreement, the BUYER shall remain liable to pay to SBRE all sums accrued or due on or prior to the date of termination and Sections 4.3, 5, 6, 10, 11 and 12 of this Agreement shall remain in full force and effect.

## SECTION 10 – INTELLECTUAL PROPERTY

SBRE is the owner or licensee of the Product and its components. Title, copyright and any other proprietary and intellectual property right in the Product shall remain vested in SBRE and/or its licensors. Unless otherwise expressly agreed by written between SBRE and the BUYER, the rights granted (if any) to the BUYER under this Agreement are *intuitu personae*, not sub-licensable and do not transfer to the BUYER title or any proprietary or intellectual property rights to the Product and do not constitute a sale of such rights;

SBRE shall retain all rights, title and ownership of all rights in any inventions, discoveries, improvements, ideas, techniques or know-how embodied conceived by SBRE under this Agreement, including, without limitation, its methods of work, hardware, programs, methodologies and related documentation, including any derivative works in the course of performing this Agreement as well any knowledge and experience of SBRE's directors, staff and consultants.

## SECTION 11 – CONFIDENTIALITY

Each Party receiving Confidential Information from the other Party undertakes to hold said Confidential Information in strict confidence, and to not publish or disclose it to third parties, not to use the Confidential Information for any purpose other than that provided in the Agreement and the orders, and to take all measures necessary to protect confidentiality.

The above obligations shall not apply to Confidential Information of either Party which (a) is at the date of execution of this Agreement, or at any time thereafter becomes publicly known other than by the receiving Party's or a third party's breach of this Agreement or (b) is lawfully obtained from a third party authorized to transfer or disclose such information or (c) is disclosed pursuant to the order or requirement of a court, or administrative body having authority provided, however, that the receiving Party shall provide prompt notice thereof to the other Party which shall be enabled to protect its Confidential Information.

The confidentiality of information is required throughout the term of this Agreement and the orders, and for five (5) years following the termination or expiration of this Agreement, for any reason whatsoever.

## SECTION 12 – MISCELLANEOUS

### 12.1 NO TRANSFER OR ASSIGNMENT

In no event shall BUYER sublicense, assign or otherwise transfer all or part of its rights and obligations under this Agreement to any third party. Any such sublicensing, assignment or transfer shall be null and void, unless expressly agreed to by SBRE in writing.

### 12.2 SEVERABILITY

If any of the provisions of this Agreement are held or deemed to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

### 12.3 WAIVER

Any failure or delay by either Party in exercising its right under any provisions of the Agreement shall not be construed as a waiver of those rights at any time now or in the future unless an express declaration in writing from the Party concerned.

### 12.4 NOTICES

All notices under this Agreement shall be sent in writing at the address of the Parties stated in the applicable purchase order. Any change of address may be notified to the other Party in compliance with this section.

Notices will be deemed served (i) when delivered in person, on the date indicated on the receipt, (ii) when delivered by registered mail return receipt requested, on the date indicated on the receipt or, if there is no reception, on the date it is first delivered, (iii) when delivered by international postal service, on the date indicated by this service on the probill or the air waybill, or (iv) when delivered by facsimile or email on the date of the return confirmation facsimile or email. In case (v), the notification will not be deemed served if no confirmation is sent in return.

### 12.5 FORCE MAJEURE

Except for the payment of fees, neither party shall be in breach of this Agreement due to failure of performance that arises following a force majeure event as defined by French jurisdictions, including but not limited to war (declared or undeclared), acts of terrorism, invasion, rebellion, blockade, sabotage, vandalism, total or partial strike, labor disputes internal or external to SBRE, civil riots, storms, natural disasters, fires, epidemics, blockade of transportation or supplies, in particular, energy, break-down in supplies of electric energy, heating, air conditioning, telecommunication networks, data port, break-down of satellites.

### 12.6 APPLICABLE LAW - JURISDICTION

This Agreement shall be governed by French law, and the application of the UN Convention on the International Sale of Goods as well as all international conflict of laws provisions shall be excluded.

In the event of any dispute between the Parties, the Parties agreed to meet to discuss their dispute before resorting to formal dispute resolution procedures.

**BOTH PARTIES EXPRESSLY AGREE THAT ANY DISPUTE ARISING OUT OF OR IN RELATION WITH THIS AGREEMENT SHALL BE SUBMITTED TO THE EXCLUSIVE VENUE OF THE COURT OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR IMPEADING OF THIRD PARTIES.**