

SM-CI

GENERAL TERMS AND CONDITIONS OF SALE

The following general terms and conditions of sale ("gtxcs") shall constitute the applicable conditions between buyer and SM-CI ("seller") relating to the sale of seller's goods and/or services ("goods"), and shall apply to all quotations and/or acknowledgements and/or deliveries performed by seller and/or to all purchase orders placed by buyer with seller. Seller shall not be deemed to have waived these gtxcs if it fails to object to provisions appearing in, incorporated by, referenced in, or attached to buyer's purchase order(s) and/or in any other buyer's documents, buyer's silence or acceptance of or payment for or use of goods or services related to any purchase orders placed by buyer shall constitute a full and complete acceptance of these gtxcs.

ARTICLE 1 - DEFINITIONS-FORMATION OF CONTRACT CHANGES

1.1. The word "Contract" hereinafter means: SELLER's quotation(s), and these GTXCS, and he SELLER's purchase order acknowledgement of receipt, and the purchase order(s) placed by BUYER with SELLER ["PO"], excluding any of its terms and conditions of purchase or any equivalent terms and/or excluding any provisions or terms appearing in, incorporated in or referred to in or attached to the PO and any other BUYER's documents, and/or.

the technical specifications as defined or expressly accepted by SELLER.

he order of prevalence shall be the descending order as specified in the above list.

1.2. The word "Site" means the place where the Goods are delivered and/or provided to.

1.3. The PO placed by BUYER with SELLER shall be deemed to be binding to SELLER only if acknowledged so by SELLER. Once the PO is acknowledged, BUYER is not entitled to change or cancel the PO without SELLER's prior written consent. All quotations issued by SELLER are deemed to be valid for a period of thirty (30) calendar days following their date of issuance unless otherwise specified by SELLER.

1.4. If required, the effectiveness of the Contract is conditioned by: (i) receipt of the agreed down payment, if any, and (ii) receipt of the contractually compliant documentary credit, if any, and (iii) obtaining of coverage export credit insurance, if any, and (iv) obtaining of any requisite approval of competent government authorities, if any. If all the aforementioned conditions are not fulfilled within forty-five (45) days as from the date of execution of the Contract, this latter shall be deemed null and void.

1.5.No change to the Contract shall be valid unless jointly agreed upon in writing by SELLER and BUYER.

ARTICLE 2 - TIMES OF DELIVERY – ACCEPTANCE

2.1. Date(s) for delivery or any time limit(s) set forth in the Contract are SELLER's best approximation of such date(s) or time limit(s) and shall be automatically postponed or extended for the duration elapsing up to the date of coming into force of the Contract; SELLER disclaims any liability whatsoever with respect to such delivery date(s) or limit(s).

2.2. Delivery times shall be automatically postponed or extended in case of delay which is not attributable to SELLER such as occurrence of force majeure or non-fulfilment by BUYER of its own obligations.

2.3. BUYER shall perform inspection of Goods within five (5) working days from delivery. If silent, BUYER is deemed to have accepted the Goods. Reserve(s), issued by BUYER on minor defects which do not affect the basic functions and/or performances of the Goods, shall not prevent full acceptance of the Goods

2.4. Except if default(s) to the Goods is (are) exclusively attributable to SELLER, the return of Goods by BUYER is made at its own expenses and risks. All Goods are governed by SELLER's part numbers and any BUYER's numbers are used for reference purposes only.

ARTICLE 3 – PRICES

3.1. Prices are calculated for packed Goods delivered EXW (Ex-Works) SELLER's premises, as per International Chamber of Commerce ("ICC") Incoterm 2000.

3.2. Prices are stated in Euro.

3.3. In case the cost of the raw materials increases for more than 15 %, the prices specified in the Contract may be increased accordingly upon prior notice to BUYER and provided that the invoice(s) corresponding to the affected Goods has (have) not been issued by SELLER as of the date of such increase.

3.4. All prices are quoted exclusive of (i) any and all taxes, tariffs, levies including VAT and any other taxes, (ii) transportation and insurance costs. BUYER agrees to indemnify and hold harmless SELLER for any liability for tax in connection with the sale, collection or withholding thereof of Goods. If any law or regulation comes into force after the date of SELLER's quotation which increases or reduces the cost of performance, price shall be adjusted accordingly. In case of European Union transactions, BUYER undertakes to provide SELLER with all information and documents which could be required for Value Added Tax purposes.

ARTICLE 4 – PAYMENT

4.1. The Goods will be invoiced upon delivery EXW SELLER's premises. All invoices shall be paid Net thirty (30) days from the date of the invoice. In addition to any other rights, SELLER may charge interest on all overdue payments at the interest rate applied by the European Central Bank in Frankfurt Am Main, Germany, to its most recent main refinancing operation carried out before the first calendar day of the half-year in question, plus 8%.

4.2. Payments shall be made with no deductions, withholdings, set-off or other charges of any kind whatsoever, regardless of any disputes, litigation and/or discussions between SELLER and BUYER.

ARTICLE 5 - TERMS OF PERFORMANCE – STANDARD PACKAGING

5.1. BUYER shall provide SELLER on a timely basis with all drawings, data, documents and all other information necessary to carry out the Contract and SELLER shall be entitled to rely without further inquiry on such drawings, documents, data and information.

Moreover, SELLER shall not be liable for any design, manufacturing or other errors, which are the results of a defect in the drawings, documents, data or any information provided by BUYER or third party(ies).

5.2. Standard packaging as used by SELLER shall apply for the performance of the Contract.

5.3. In the event of inability to deliver the total quantity of Goods specified herein for any reasons, SELLER may allocate its manufacturing capacities amongst any purchasers, as well as any affiliated companies of SELLER, on such basis as it may be deemed fair and reasonable. SELLER will inform BUYER on the conditions under which such allocation is applied.

ARTICLE 6 - DELIVERY – TRANSFER OF RISKS

6.1. The Goods shall be delivered EXW (Ex-Works) at SELLER's premises, as per ICC Incoterms 2000. Partial delivery is permitted. Risk of loss of or damage to the Goods shall pass to BUYER at the time of delivery.

6.2. If delivery term is not EXW (Ex-Works) or FCA UNLOADED (Free Carrier Unloaded) and damage occur to the Goods during transportation and/or if such damage are discovered by BUYER during inspection, BUYER shall then immediately inform SELLER by fax, issue a claim to the carrier precisely describing said damage on the document presented to BUYER by the carrier

and keep a copy of such document. BUYER shall then immediately confirm said claim to the carrier in a letter with acknowledgement of receipt. BUYER shall hold harmless and indemnify SELLER and/or its insurers for any said damages in case of BUYER's failure as to said notification, issuing and confirmation.

ARTICLE 7 - TRANSFER OF TITLE

7.1. TRANSFER OF TITLE ON THE GOODS SHALL PASS TO BUYER UPON RECEIPT OF FULL PAYMENT OF THE CONTRACT BY SELLER.

ARTICLE 8 – WARRANTY

8.1. SELLER warrants that the Goods will comply with the technical specifications and/or will be free from defects in materials and workmanship. Except as otherwise mandatory provided by applicable law, this warranty shall expire 12 months after the delivery of the Goods.

8.2. SELLER warrants that Goods shall be free from defect in title without limitation as to time.

8.3. If, within the warranty period, Goods are shown to be defective for reasons directly attributable to SELLER, SELLER shall at its option: (i) repair, replace under the same Contract's conditions, or modify, all or part of such defective Goods or, (ii) refund BUYER with a lump sum equivalent to the selling price of such defective Goods. If requested by SELLER, BUYER shall return such defective Goods to SELLER.

8.4. The warranties and remedies set forth in this Article 8 are subject to BUYER: (i) inspects the Goods upon receipt within five (5) working days from delivery, (ii) in case of obvious defect, notifies such defects to SELLER in writing within five (5) working days from delivery and/or in case of hidden defect, immediately upon becoming aware of such defect, (iii) precisely describes in such notice the nature of such defects to SELLER and (iv) properly receipts, handles, stores, installs, operates, maintains or uses the Goods without having been subject to alteration, accident, abuse, misuse or repair.

8.5. The warranties and remedies shall not apply to defects due to information, such as design, material, products and equipment, supplied by and/or specified by BUYER or third party(ies), or due to normal wear and tears of the Goods.

8.6. THE FOREGOING WARRANTIES SET FORTH IN THIS ARTICLE 8 SHALL CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY SELLER TO BUYER, AND SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES THERETO, AND ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

ARTICLE 9 - LIABILITIES/PENALTIES/INSURANCE

9.1. IN NO EVENTS AND UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE), UNDER ANY WARRANTY OR OTHERWISE SHALL SELLER, ITS SUBCONTRACTORS, AND THEIR RESPECTIVE INSURERS, BE LIABLE TO ANY PERSON OR ENTITY (INCLUDING BUYER) FOR DAMAGE CAUSED BY REASONS SUCH AS REMOVAL OR REINSTALLATION OF THE GOODS OR COSTS OF DISASSEMBLY OR REASSEMBLY OF GOODS OR EQUIPMENT IN CONNECTION THEREWITH, OR FOR FACILITIES AND EQUIPMENT REARRANGEMENT'S COSTS, OR FOR LOSS OF USE OF GOODS, EQUIPMENT OR FACILITIES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS BY REASON OF BUSINESS INTERRUPTION, LOSS OF EXPECTED EARNINGS, LOSS OF GOODWILL, OR FOR COSTS OF INSPECTION OR STORAGE OR FOR DAMAGE TO BRAND IMAGE, GENERAL AND ADMINISTRATIVE BURDEN CHARGES ARISING FROM TERMINATION OF THE CONTRACT, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, AS WELL AS FOR ANY CLAIMS OF BUYER'S CUSTOMER(S) WHICH ARISE OUT OF OR RESULT FROM SUCH LOSS OR DAMAGE.

9.2. The total cumulative amount, for which SELLER, its subcontractors, and their respective insurers, shall be liable (including warranties), shall not exceed the amount, excluding taxes, received by SELLER pursuant to the Contract.

9.3. BUYER agrees to defend, indemnify or hold harmless SELLER, its subcontractors, and their respective insurers, for any amount above the limit set forth in Section 9.2 and/or for damages in set forth in Section 9.1.

9.4. Sections 9.1, 9.2 and 9.3 hereabove shall not apply in case of bodily injury or in case of substantiated wilful misconduct or gross negligence exclusively attributable to SELLER.

9.5. In case penalties are specified in the Contract, such penalties shall be construed as liquidated damages and shall be exclusive of and in lieu of all other actions or claims resulting from non-achievement of the Contract's requirements.

9.6. BUYER shall not introduce any claim at any time more than twelve (12) months from the delivery date of Goods.

9.7. It is recommended that the user validate the compatibility of the system made up of the aerial cable, on one hand, and its attachment accessories, on the other hand, by performing qualification tests. The products proposed and the advice provided by our company do not replace the expertise and responsibilities of the project manager, who remains responsible for validating the appropriateness of the products and materials used for building his structure in accordance with standard industry practices and the particular circumstances of his project.

ARTICLE 10 - CONFIDENTIALITY - INTELLECTUAL PROPERTY

SELLER has a proprietary interest in all of the drawings, designs, specifications, documents, information or know-how which may be furnished pursuant to the Contract and in any know-how, improvement, discovery or invention which may be made, developed or conceived in the performance of the Contract or which may arise or result therefrom. BUYER shall maintain and shall require its employees, agents, suppliers and contractors to maintain all said proprietary information in confidence and shall not use, copy, reproduce, release, disclose or publish, in any manner or allow access to or possession of said proprietary information to any third party without the prior written consent of SELLER. Said proprietary information shall remain the property of SELLER and shall be deemed to have been loaned to BUYER only for the purpose specified in the Contract.

ARTICLE 11 - PATENT INFRINGEMENT

11.1. SELLER shall, at its own expense, defend any suit or proceeding brought against BUYER inasmuch based on an allegation that any Goods or any part thereof furnished hereunder, constitutes an infringement of any patent registered in the country of SELLER and/or in BUYER's country, provided that SELLER is notified promptly in writing and given authority, information and assistance for the defence of said suit or proceeding.

11.2. SELLER shall hold harmless and indemnify BUYER from and against all costs and damages settled or awarded in any suit or proceeding so defended, but such indemnity shall not cover (i) any use of the Goods otherwise than for the purpose indicated by or reasonably to be inferred from the directions for its use or (ii) any infringement which is due to the use of the Goods in association or combination with any other material, equipment, device or item not supplied by SELLER. SELLER shall not be responsible for any settlement or award of such suit or proceeding made without its prior written consent.

11.3. In case the Goods or any part thereof furnished hereunder is held in any such suit or proceeding to constitute an infringement and its use is enjoined, SELLER shall, at its own option and at its own expense, take one of the following actions: (i) procure for BUYER the right to continue using said Goods or part

thereof; (ii) replace it with substantially equivalent non-infringing Goods; or (iii) modify it so it becomes non-infringing.

11.4. SELLER's defence and indemnity, as provided herein, shall constitute complete fulfillment of all its obligations or liabilities to BUYER with respect to any patent infringement and shall constitute BUYER's exclusive remedy with respect thereto.

11.5. BUYER on its part warrants that any design, change or instruction furnished, directed or given by it or any of its subcontractors shall not cause SELLER, and its suppliers of any tier, to infringe any claim of any patent, registered design, trademark, or copyright and BUYER undertakes to defend, hold harmless and indemnify SELLER, and its suppliers of any tier, from and against any claim, expenses, or proceeding resulting from any alleged infringement thereof. BUYER warrants that it will use its best efforts to bring to the attention of SELLER any known improper or wrongful use of SELLER's patents, trademarks, trade names, know-how or other intellectual property rights.

ARTICLE 12 - FORCE MAJEURE

12.1. SELLER shall not be considered in default in the performance of any of its obligations to the extent that such performance is delayed by a force majeure event. Force majeure shall mean any event beyond SELLER's reasonable control, such as: acts of God, storm, flood, fire, riot, sabotage, prohibition of trade, strike, any combination of workmen, effects of energy shortage, equipment breakdown, delays in the transport of the same from causes listed herein as force majeure, interference by civil authorities, acts, regulations or orders of any governmental authority (including delay or failure to issue licenses, permits or authorisations of any kind whatsoever), acts of war, acts or failure to act of BUYER. SELLER shall inform BUYER of any occurrence of a force majeure event, on the possible consequences of such event and shall mitigate the consequences of such Force majeure event. The contractual dates shall be postponed to the extent necessary to overcome the consequences of the force majeure event. If the force majeure event lasts for more than three (3) months, then both parties may terminate the Contract *de jure* and will mutually agreed upon in good faith on the consequences of such termination.

ARTICLE 13 - SUSPENSION – TERMINATION

13.1. In case BUYER fails to pay any sum due to SELLER under the Contract at any time, SELLER shall be entitled to suspend the Contract's performance, or extend the time limit for the Contract's performance, until full payment of any overdue invoice(s) by BUYER. For new deliveries, BUYER will get Goods cash on delivery.

13.2. SELLER shall be entitled to terminate the Contract *de jure* by giving advance written notice thereof to BUYER with immediate effect and without prior resort to Article 15 hereunder in case BUYER is in material breach of any of its obligations such as delay in payment. In such case, BUYER shall pay all Goods delivered and/or in progress at the date of termination, in addition to any other remedies or rights available at law.

13.3. SELLER shall have the right to suspend all deliveries or to terminate the Contract *de jure* by giving written advance notice if: (i) BUYER becomes insolvent or, (ii) SELLER is of the opinion that BUYER will not be in a position to fulfill its obligations under the Contract. Such suspension or termination shall be without prejudice to any other rights or remedies available at law. In any case, BUYER shall: (i) do its best efforts to preserve the physical integrity of all Goods which have been delivered by SELLER and not fully paid for, and (ii) affix indelible stamps on said Goods showing FCI's property, and (iii) upon SELLER's first request, immediately return said Goods to SELLER and/or give SELLER full assistance in order for said Goods to be promptly sent back to SELLER.

ARTICLE 14 - ASSIGNMENT - SUB-CONTRACTING

BUYER shall not assign and/or transfer all or part of its rights and/or obligations under the Contract to any person or entity without SELLER's prior written consent. SELLER is entitled to assign or transfer any of its rights or obligations under the Contract to any of its affiliates. SELLER is entitled to sub-contract to one or more sub-contractors all or part of its obligations under the Contract.

ARTICLE 15 - APPLICABLE LAW - DISPUTE SETTLEMENT

15.1. The Contract shall be governed by the substantive Law of France with the exception of any rules of conflicts of laws or connexity incompatible with this choice of law.

15.2. Any dispute arising out of or relating to the Contract, and which cannot be amicably settled by the parties, shall be submitted to the exclusive jurisdiction of the courts of Paris, France.

ARTICLE 16 - LICENSES, PERMITS & AUTHORIZATIONS

BUYER shall be responsible for all dealings with any relevant governmental authorities and regulatory agencies and shall obtain and maintain, at its own expense, such permits, licences and authorisations as may be required for the performance of the Contract (including for the use, sale or distribution of the Goods or performance of Services by SELLER) in such country or countries, and shall assist SELLER in obtaining any other visas, permits and customs clearances in this respect, if any.

ARTICLE 17 - COMPLIANCE WITH LAWS & STANDARDS - ETHICS

17.1. Unless otherwise agreed, the regulations, codes and standards applicable to the performance of the Contract shall be those applicable in France. If the costs of performance of SELLER's obligations under the Contract are increased after the date on which the Contract has come into force by reason of the enactment of any laws, regulations or orders which affect SELLER in the performance of its contractual obligations, the amount of such increase shall be notified to BUYER and added to the price(s) set forth in the Contract. SELLER adhere to the highest standard of ethics and to all applicable laws and regulations regarding fair competition and anti-corruption and expects its trading partners to do so.

ARTICLE 18 - REMOVAL AND PROCESSING OF THE WEEE

In accordance with article 18 of decree 2005-829 relating to the composition of the electric and electronic components and to the waste disposal resulting from these equipments, the organization and financing of the removal and processing of the waste of EEE object of the present sale contract are transferred to the Purchaser who accepts them. The Purchaser ensures himself of the pick-up of the equipment object of the sale, of its treatment and recycling, in accordance with article 21 of the aforesaid decree. The obligations referred to above must be transmitted by the successive professional purchasers to the end-user of the EEE. The non-respect by the Purchaser of the obligations for which he has thus taken the responsibility may involve the application of the penal sanctions provided for by the article 25 of decree 2005-829 towards himself.

ARTICLE 19 - MISCELLANEAOUS

19.1. Any waiver of any of the terms hereunder by SELLER shall not be deemed to be a waiver of any subsequent breach or default of any of the terms herein.

19.2. Any technical advises, recommendations or services rendered by SELLER are based on data believed to be reliable according to SELLER's best knowledge, and are intended for use by skilled and professional persons at their own risks. SELLER assumes no liability whatsoever for events resulting or damages or losses incurred from the use of said advises, recommendations or services. Such advises, recommendations or services are not intended to suggest nor shall they be construed as instructions to operate under any process. All descriptions, specifications, drawings and illustration contained in SELLER's catalogues and any other advertisement matters are indicative only, and none of these shall be deemed binding on SELLER.

19.3. The invalidity in whole or in part of any provision of the Contract shall not affect the validity of any other provision.