



Dear Customer,

Please find enclosed our General Terms and Conditions of Sale to be sent back to us duly completed as described below.

- 1. Please fill in, date, sign and stamp the document on page 9**
- 2. Add your initials on all other pages**

In addition, in order to open your customer account, it is essential to send us the following:

- 1. A copy of your Trade Register listing (recto/verso)**
- 2. A copy of an identification document for the person listed on the Trade Register.**
- 3. The Tax Declaration of Existence for your company,**
- 4. A letter requesting approval on your headed paper**
- 5. For dealers whose company is based on the Ivory Coast, a certificate of exemption from AIRSI tax payments.**

If you have any questions, please do not hesitate to contact the agency nearest you.

Your initials:

GENERAL TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF OUR CONDITIONS

Our General Terms and Conditions of Sale and our Special Conditions are considered as being irrevocably accepted by our customers. AITEK reserves the right to amend these General Terms and Conditions of Sale at any time.

The new General Terms and Conditions of Sale will, if applicable, be brought to the attention of the customer by being changed online and will only be applicable to sales made after the amendment. All sales operations between AITEK and the customer are therefore subject to our conditions hereinafter, notwithstanding any stipulation to the contrary that may be mentioned on customer purchase orders. The General Terms and Conditions of Sale only incur our liability when they have been expressly accepted in writing by AITEK. Our agreement can under no circumstances be inferred from the fact that we accepted a contract without protesting against stipulations which refer to the General or Special Terms and Conditions of Sale or other similar provisions of our customers. Representatives, agents, spouses, all members of the family and any other person acting on behalf of our customer shall represent the customer and be considered to be authorized to incur the customer's liability with regard to ourselves. The Conditions of Sale to be applied are those for the country in which AITEK receives the order and where the invoice is issued. They are therefore applicable abroad under the law of the Ivory Coast and pursuant to the clause attributing jurisdiction in Paragraph 17.

2. ORDERS

Orders must be sent to AITEK in writing. Orders are firm and definitive for the customer as from first issue. The customer cannot cancel them or refuse delivery. AITEK reserves the right as from reception of the order to accept or reject it or to make reserves. A return receipt for the order does not constitute acceptance of the order.

3. PRICES

Apart from specific contractual provisions, our offers and price lists correspond to the tariff applicable at the time when the catalogue was produced and do not incur our liability to any further extent. If there are price variations between order confirmation and the actual date of delivery, the customer may refuse delivery. Prices can be changed at any time and without

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notice. They include products delivered ex-works, cost of delivery, packaging and tax not included. Delivery charges are to be paid by the customer. Orders are accepted, subject to price increases imposed on us by our suppliers and circumstances that are beyond our control that might later make delivery impossible or more costly. In all cases, goods will be invoiced according to the prices applicable at the time when they are supplied, independently of the price at which they were confirmed and whatever the delivery time or availability.

4. INCURRING LIABILITY

Our intermediaries, agents and technicians have no authority to incur the liability of our Company. Their offers must be confirmed by ourselves. We reserve the right to cancel an order for which we did not give such confirmation.

5. DELIVERY TIMES

Delivery times are established in good faith and are given as an indication only.

Except in the case of written stipulations to the contrary, delays may under no circumstances justify the cancellation of an order or compensation of any kind.

6. DELIVERY, CHARGES AND RISKS

Our hardware is always considered as sold, received and accepted ex-works. Our customers undertake to come to collect goods or to accept them within 5 days of them being made available.

If delivery is made by AITEK, the products travel at the risks of the customer.

Any reserves must be made to the carrier by recorded letter within 48 hours of delivery.

Our delivery charges include a contribution for handling and packaging costs, and also shipping costs and insurance.

The customer accepts to pay delivery or transport charges as they are stated on invoices.

Our carriage tariff is available upon request from our sales department. Prices can be

Your initials:

changed at any time without notice. AITEK reserves the right to contribute or not to handling and packaging costs above a minimum order level.

Direct delivery to the final customer or delivery to an address other than the invoicing address are services for which an extra fixed charge will be made. Our prices are also available upon request from our sales department.

Any partial delivery of an order must be covered by a prior written request from the customer and gives rise to carriage charges for each delivery.

7. CLAIMS

Any claims concerning goods supplied must be sent to us by fax or recorded delivery letter within 5 days of reception, referring to the number and date of the purchase invoice (or in the absence of an invoice, a delivery note), the customer number, the reference and quantity of products, with a description of the reasons for the claim. After this time claims will not be accepted. No returns will be accepted, except by prior agreement in writing from us and on condition that they are returned to us in new condition and in their original packaging.

In all cases, returns accepted by AITEK will be covered by a credit note at the price applicable on the day when the products are received on AITEK premises. Any claims regarding our invoices must be brought to our knowledge by recorded delivery letter within 10 days of being received. Failing this, they will be considered as having been accepted without any reserves. Incomplete orders shall not justify refusal to pay for the goods delivered. Moreover, partial invoices may be issued as and when the goods are delivered. Payment of invoices may never be subject to the installation or start-up of hardware. No dispute opposing the customer and AITEK shall represent a suspensive condition with regard to payment for the uncontested part of the invoice.

8. GUARANTEE

Due to our situation of intermediary and distributor, we provide no contractual guarantee for the products. The only guarantee to which we may be held is the legal guarantee under Articles 1641 to 1649 of the Civil Code. Any contractual guarantee given by manufacturers only incurs their own liability.

In no case do we guarantee that the goods supplied are apt to meet particular needs of a user. We shall not be liable for any compensation to users or third parties for consequences resulting from the use of the goods, whether direct or indirect damage, accidents to persons,

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damage to property distinct from our hardware, loss or reduced profit, damages due to deterioration or loss of data suffered by the user.

This article is the sole and only guarantee granted by AITEK, excluding any other guarantee and in particular any guarantee concerning the quality of the service provided by the hardware or its appropriateness with regard to the aims or uses that have been assigned to it by the customer or the final customer. Customer choose the products that they order under their own responsibility according to the needs that they have determined for the products and having become familiar with their technical features and specifications. Customers define, under their own responsibility, the configurations of hardware and software ordered from AITEK according to the needs of their customer. AITEK therefore does not guarantee the appropriateness or aptitude of the products to be used or meet the needs of the customer or their customers and/or a determined or particular use to which the latter puts them.

In their capacity as a professional dealer, customers are under an obligation to provide advice and information to inform their customer with regard to the appropriateness of the hardware offered and sold specifically for the needs of that customer.

The implementation of these obligations involves, in part but not exclusively, appropriate use of the manuals supplied with the hardware. The customer recognizes that they are solely liable with regard to the final user concerning the obligation of compliance as defined by Directive 1999/44/EC of 25 May 1999 and Order N° 2005-136 of 17 February 2005. Consequently, AITEK gives no guarantee as to the compliance of goods pursuant to the Order of 17 February 2005. By virtue of these principles, the customer undertakes to hold AITEK harmless with regard to any legal action by clients purchasing hardware and to any sentence made against them that might be based on a failure to fulfil an obligation of compliance as defined in this Article.

9. LIMITATION OF LIABILITY

If our liability were incurred as a result of the non-execution or incomplete execution of our contract, the total amount of compensation could not, by express agreement, exceed an amount equal to the price of the goods at the origin of the damages.

10. PROPERTY

The products sold often contain software. It is agreed that the terms of purchase and sale included in these General Terms and Condition of Sale as well as any terms directly or indirectly relating thereto, do not concern software which is and remains the exclusive property of the manufacturer or licence holder. No transfer of property can therefore be made

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with regard to this software. Only one user's licence is granted. The user may not, in any form whatsoever, transfer, entrust, pledge, communicate or lend the software, against payment or free of charge, or reproduce it, except for backup purposes. Users shall maintain the property indications shown in the programs and the user's manual in good condition and shall ensure that the confidentiality of the software is respected. The customer undertakes not to modify our goods in any way whatsoever. The customer undertakes not to infringe our goods, allow infringement to take place or to favour their infringement in any way whatsoever. Our customers, as intermediaries between our company and users, are bound to include the above paragraph or words to the same effect in their conditions of sale.

11. ADVANCES

Advances paid by our customers are against the price of the order and do not represent a deposit the abandon of which would authorize the parties to be released from the contract.

12. PROPERTY RESERVES

Notwithstanding the transfer of risk, we will retain sole ownership of goods until full payment of the price, tax and incidentals has been made. As for all of our General Terms and Conditions of Sale, the order of a product appearing in the catalogue implies unconditional acceptance of this property reserve clause by the purchaser. Customers undertake to warn us immediately, under penalty of claim for damages, of any seizure that might be practiced by a third party. The customer undertakes to enable us to take back our goods without prior notice, to authorize us to enter their premises and to pay any costs for the collection of our goods. Names of third parties making purchases must be sent to us by recorded delivery letter. In the event of non-payment, on the due date for full or partial payment AITEK may, without sending a prior formal notice, take back the said products and accessories. Any sums already paid by the customer will be acquired by AITEK as damages. The client shall clearly identify these products as being AITEK property and take out the required insurance to cover any damage thereto.

13. PAYMENT CONDITIONS

All our invoices are to be paid to the agency that issued the invoice, cash, net and without any reductions, it being noted for those subject to VAT that only tax corresponding to the price actually paid gives rise to a reduction. Consequently, failure to pay invoices in full or in part at their due date will lead, *ipso jure*, without prior formal notice, to AITEK being awarded

Your initials:

fixed damages of 15% of the amount due including tax. The amount of these damages may not however be less than 115 EUROS. Late payment penalties shall be applied, in addition to these damages, at the contractual rate of 1.80% per month of delay. This interest will be calculated as from the sending of a formal notice. If the contractual rate of penalty interest were higher than the legal punitive rate, this clause would nevertheless not be null and void, but the interest rate would be fixed at the maximum rate allowed by law. This clause does not have any effect on the immediate maturity of the debt.

In the event of termination and/or withdrawal from the contract by the client, AITEK will be within their rights to claim specific performance of the allocation of damages fixed at 30% of the total sale price as a minimum. AITEK also reserves the right to demonstrate further damages, and in this case they must be fully compensated. We also reserve the right to cancel unpaid orders or to suspend their fulfilment. If payment irregularities occur, we reserve the right to modify payment terms that have been previously agreed.

14. LATE PAYMENT

Failure to pay an invoice at its due date, any request for delayed payment or any fact that might imply the insolvency of the customer shall lead to the forfeiture of terms agreed for the payment of any hardware delivered or being manufactured, making this payment immediately due, and would give us the right to cancel contracts without any formalities apart from notification by recorded delivery letter and without this giving rise for our customer to any compensation whatsoever. Moreover, if the customer has failed to meet one of their obligations in a previous order (for example late payment), a refusal to sell may be enforced against them, unless the customer provides sufficient guarantees or makes pre-payment. No reduction would then be granted for cash or advance payment.

15. MODIFICATIONS TO HARDWARE

Customers accept that hardware may be subject to modifications by the supplier without prior approval by the customer. On condition, however, that the hardware concerned has a comparable level of performance.

16. JOINT AND SEVERAL LIABILITY

If the invoice, at the request of the principal, is established in the name of a third party, the principal and the third party shall be jointly and severally liable for the payment of that invoice

Your initials:

and the execution of other obligations that are a result of the General and Special Terms and Conditions of Sale.

17. SPECIAL SALES

For all sales subject to special conditions granted by the supplier ("Special Sales"), customers undertake to comply with the terms, formalities and requirements imposed by the supplier with regard to those sales ("Special Conditions"). Customers undertake to keep all documents, subject to approval by the supplier, for Special Sales. Customers undertake to make available to AITEK and to supply upon request any documents relating to the Special Sale, for a period of five (5) years as from the invoice date for the Special Sale. If the above-mentioned obligations are not complied with, AITEK shall be entitled to claim payment for any reductions, benefits and special conditions granted under a Special Sale, as well as the payment of all fees, penalties and damages incurred by AITEK. Customers who fail to meet their obligations pursuant to this Paragraph shall no longer be authorized to participate in Special Sales.

18. RESTRICTIONS CONCERNING EXPORT SALES

Customers undertake to comply with the legal requirements for export established by the United States and legislation established by the European Union and its Member States, Africa and its Member States in this regard. If goods are exported outside territories covered by AITEK, customers are responsible for obtaining prior written authorization from the manufacturer. If this provision is not respected by the Customer, the Customer will compensate AITEK for any damages, costs and expenses that are a result thereof.

19. USE IN A DANGEROUS ENVIRONMENT

It is expressly brought to the attention of the customer that some products are not designed to be used in a nuclear environment or other dangerous environments. Customers undertake to respect the restrictions issued by manufacturers. Customers undertake to compensate AITEK for any damages, costs or liability that it might suffer in the event of such as use, that would infringe this clause and the reserves made by manufacturers in this regard.

20. EXCLUSIVE JURISDICTION

Any dispute relating to the interpretation, execution or breach of contract will be subject to Ivory Coast law. If there is a disagreement for any reason whatsoever, the sole jurisdiction recognized and accepted by both parties shall be the Commercial Court of Abidjan, notwithstanding any incidental request or joinder or in the event of there being multiple respondents. This clause for the attribution of jurisdiction shall apply even in the case of emergency proceedings. AITEK is nevertheless authorized to refer matters to any court with jurisdiction, in particular over the area where the customer's registered office is located, or over the place where the products were delivered.

21. ARCHIVES

For security reasons, the customers undertakes to keep a list of its own clients (name, address) as well as of the products that were sold to them and the dates of transactions, for a period of 5 years.

22. PROCESSING OF PERSONAL DATA

Personal data that you send to AITEK is used by the latter with the aim of fulfilling its role as distributor and associated activities in the best way possible.

This implies transfer of the information to the USA. You can oppose this at any time, consult your personal data held by AITEK and request corrections, changes or deletions.

Name:

Position:

Date:

Signature:

Company official stamp:

Your initials: