

GENERAL TERMS OF SALE

1 – GENERAL POINTS

Concluding a sale implies full acceptance of these terms whatever the clauses appearing on the buyer's documents, except when there is a special agreement accepted in writing.

Any departure from these general terms of sale; of any kind whatsoever, and whatever the consequences thereof, shall have to be agreed upon by seller.

2 – OFFERS

Sending off our price list does not constitute a binding offer, as our prices may be changed without any previous notice to Division 4. Except as otherwise provided, offers not included in our price list are valid for a two days' period.

3- ORDERS

Orders shall be given strictly in writing, and are finally binding on us only after being fully accepted and confirmed by acknowledgment of receipt.

Any change notified on the acknowledgment of receipt shall be held as accepted by customer except if the latter notifies in writing his opposition to the change within no longer than 24 hours from reception of the acknowledgment of receipt. In case of any change of an order already received and confirmed by seller, the terms previously granted cannot be renewed without seller's agreement.

Orders whose invoices net of tax do not exceed 300.00 Euros shall not be accepted.

Should a small order less than this amount be placed, TRISTAR TECHNOLOGY reserves the right to leave it pending as complementary to another order, or to complete it to reach the aforementioned minimum.

Any order concerning a specific product on order, shall in no case whatsoever be withdrawn or postponed.

4 – PRICES

Prices are given for information only, for the equipment collected and paid for cash on our business premises, they are Net of Tax, carriage and packaging in addition. Prices are fixed according to the economic circumstances of the day, supply, and may be modified without previous notice according to market fluctuations of the exchange parities, as well as the cost of their

component elements, in accordance with legally authorized modes of payment

5 – DELIVERY TIME

It is expressly agreed that delivery times are in no way whatsoever final deadlines and that should they not be complied with, no order could be withdrawn, and late delivery penalties could not be imposed.

6 – CARRIAGE

I) All goods are shipped at the consignees' own risks, whatever the means of conveyance, carriage paid or not.

II) All goods are dispatched carriage and packaging payable to customer. These costs are invoices according to the scale of charges in force on the day of delivery.

III) The consignee who receives a product, is responsible for checking its conditions on delivery. No action shall be bought against the seller, forwarding agent or carrier, for loss, general average or damage suffered by the goods if consignee had no reserves on delivery about visible deteriorations duly expressed to carrier and if the statement of fact which is a definite piece of evidence was not sent to carrier or forwarding agent within no longer than two days with formal notice to seller within the same time.

7 – CONTROL AND COMPLAINTS

I) Quality and quantity checking and inspection of the equipment delivered shall in no case exceed 8 days after delivery. Any complaint lodged after this appointment times shall be held as null and void.

II) In the event of non-conformity of parts or batch of parts, TRISTAR TECHNOLOGY is committed to process the replacement of the defected parts, according to the availability, or failing this with their refunding excluding any other indemnity.

8 – RETURN OF GOODS

I) No goods shall be returned without seller prior assent in writing. Goods are returned only when equipment has not been altered or modified and in the original package.

II) Goods are returned carriage paid by customer. We refuse to accept

any responsibility for loss or damaged parcels return.

9 – MODE OF PAYMENT – LATE – PAYMENT PENALTIES

I) Except as otherwise specified by special clauses in writing on the invoice, goods are payable on receipt of invoice.

II) For want of payment on either settlement date, all sellers' claims on buyer shall become rightfully due for payment, without any further proceedings or previous notice. Furthermore, buyer shall rightfully and without any more ado or previous notice, be liable for a penalty of late payment, calculated by applying to all amounts due and interest rate equal to once and a half legal interest rate.

III) Non – payment on settlement date shall rightfully entail suspension of delivery of pending orders.

IV) In accordance with Division 1226 of the civil code, in case of debtor's in solvency, the sums due recovered through legal proceedings shall be increased, in addition to interests on overdue payment, by a fixed penalty or 15% of their total amount.

10 – RETENTION OF OWNERSHIP

Our sales are concluding with retention of ownership and transfer of ownership only occurs after the price has been paid in full. By payment is meant effective received or the sum in question. If payment is not received by the due date, the sale will be cancelled by right without any formality or prior notification and equipment shall be returned at the purchaser risk and perils. Notwithstanding the application of the retention of ownership clause, the purchaser is the custodian of equipment sold to it and must bear attached risks. It shall take out insurance covered against these risks and fully liable with respect to the equipment as for the time of delivery.

11 – APPLICABLE LAW AND COMPETENCE

In case of any claim about delivery or payment, the law court in Antibes, in France, alone shall entertain jurisdiction, whatever the conditions and modes of payment agreed upon, even in case of introduction of third parties, or plurality of defenders. The Court shall settle the dispute according to French Law.