

TERMS AND CONDITIONS OF SALE

This Agreement contains the terms and conditions that apply to your purchase from the ELA Innovation entity named on the invoice ("ELA Innovation") that will be provided to you ("Customer") on orders for product and/or services and support sold by ELA Innovation. By accepting delivery of the products described on that invoice, Customer agrees to be bound by and accepts these terms and conditions.

These terms and conditions apply:

- Unless the customer has signed a separate formal purchase agreement with ELA Innovation, in which case the separate agreement shall govern

- Unless other ELA Innovation standard terms apply to the transaction

These terms and conditions are subject to change without prior written notice at any time, in ELA Innovation's sole discretion.

1. DOCUMENTS

These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and ELA Innovation.

2. GOVERNING LAW

This agreement and any sales thereunder shall be governed by the laws of France, without regard to conflicts of laws rules.

3. PRICES

Terms of payment are within ELA Innovation's sole discretion, and unless otherwise agreed to by ELA Innovation, payment must be received by ELA Innovation prior to ELA Innovation's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by ELA Innovation. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. ELA Innovation may invoice parts of an order separately. Orders are not binding upon ELA Innovation until accepted by ELA Innovation. Any quotations given by ELA Innovation will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the highest rate raised of four points, allowed by French law. Non-respect of an expiry automatically involves payment of all owed amounts.

4. SHIPMENT

Separate charges for shipping and handling will be shown on ELA Innovation's invoice(s). Unless Customer provides ELA Innovation with a valid and correct tax exemption certificate applicable to the product ship-to location prior to ELA Innovation's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, however designated, except for ELA Innovation's franchise taxes and taxes on ELA Innovation's net income. If applicable, a separate charge for taxes will be shown on ELA Innovation's invoice.

5. DELIVERY PERIODS

They are given as an indication. Possible delay do not give the right to the Customer to cancel the order, to refuse the goods or to claim damages.

ELA Innovation is automatically released from any engagement of relative time and can expressly suspend it:

- If agreed terms of payment would not be observed by the customer
- If technical information to be provided by the customer would not be received at the appropriate time
- in out of hand situations, such as: social conflicts, epidemic, war, requisition, fire, flood, important reject of sets during manufacturing, interruption or delay of transportation or other cause involving total or partial unemployment within ELA Innovation or his suppliers.

6. TITLE - RISK OF LOSS

Title to products passes from ELA Innovation to Customer on shipment from ELA Innovation's facility. Loss or damage that occurs during shipping by a carrier selected or not by the Customer is Customer's responsibility. Title to software will remain with the applicable licensor(s).

7. WARRANTY

The period of warranty is 24 months from the date of shipment (unless otherwise specified).

Provided that the CLIENT has properly used the Products and maintained them in good conditions ELA Innovation warrants that the hardware products to be delivered hereunder, if properly used and serviced, will be free from defects for Twenty Four (24) months following date of shipment. This warranty excludes the Tag's battery and doesn't cover the cases where the RFID Active tag's lifecycle would be inferior to the warranty period due to specific user-defined settings, like very short emission cycle of Tag's ID frame.

ELA Innovation warrants ELA Innovation hardware Products against defects in materials and workmanship.

ELA Innovation warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the Device designated by ELA Innovation.

ELA Innovation does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.

ELA Innovation does not warrant that the operation of Products will be uninterrupted or error free.

If ELA Innovation receives notice of defects or non-conformance to hardware Specifications, or substantial non-conformance to ELA Innovation owned standard Software Specifications during the warranty period, ELA Innovation will, at its option, repair or replace the affected Products. If ELA Innovation is unable, within a reasonable time, to repair, replace or correct a defect or non-conformance in a Product to a condition as warranted, Customer will be entitled to a refund of the purchase price upon prompt return of the Product to ELA Innovation. Customer will pay expenses for return of such Products to ELA Innovation. ELA Innovation will pay expenses for shipment of repaired or replacement Products. ELA Innovation warrants that ELA Innovation Support will be provided in a professional and workmanlike manner. The warranties provided herein will apply only to those Products and Support which are branded by ELA Innovation with an ELA Innovation trademark ("ELA Innovation or SCIEL® Branded"). ELA Innovation does not warrant any third party Products or Support even if included with other ELA Innovation Branded Products or Support. Furthermore, ELA Innovation provides all such third party Products and Support AS IS. However, the original manufacturers or suppliers may provide their own warranties as specified in the documentation accompanying such third party Products and Support. The above warranties do not apply to defects resulting from:

- Improper or inadequate maintenance by Customer
- Customer or third party supplied software, interfacing or supplies
- Unauthorized modification
- Improper use or operation outside of the Specifications for the Product
- Abuse, negligence, accident, loss or damage in transit
- Improper site preparation or
- Unauthorized maintenance or repair.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, ELA INNOVATION SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

8. RETURN POLICIES

ELA Innovation products that are purchased directly from ELA Innovation by a Customer may be returned by Customer in accordance with ELA Innovation's warranties in effect on the date of the invoice.

9. PRODUCTS

ELA Innovation's policy is one of on-going product update and revision. ELA Innovation may revise and discontinue products at any time.

10. LIMITATION OF LIABILITY

ELA Innovation does not accept liability beyond the remedies set forth herein, including any liability for products for any reason. ELA Innovation will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein.

11. ARBITRATION

Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) against ELA Innovation, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "ELA Innovation") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), ELA Innovation's advertising, any related purchase, including the validity of this arbitration clause shall be resolved exclusively and finally by binding arbitration administered by the « Tribunal de Commerce » of ELA Innovation Head Office.

12. ACCEPTANCE

By ordering any product from ELA Innovation, whether by email, mail or facsimile, the customer agrees to be bound by these Terms and Conditions of Sale.