

GENERAL SALES CONDITIONS

1 - Acceptance of our conditions

These general sales conditions and specific conditions of Leasametric are deemed to be irrevocably accepted by the customer. All sales between Leasametric and the customer are therefore subject to these general conditions, notwithstanding any contrary stipulation that might be included in customer purchase orders.

2 - Order

2.1 - Any order for equipment must be sent in writing to Leasametric. The confirmation of the customer order by Leasametric validates the sale as does written acceptance by the customer of Leasametric's sales offer. Leasametric reserves the right to accept or reject an order.

2.2 - Customer orders are firm and definitive and may not be cancelled following their acceptance by Leasametric, without agreement of same.

2.3 - Leasametric catalogues and sales offer indicate whether the material proposed is new or ReNEWed™. The term ReNEWed™ used by Leasametric characterises bargain equipment, reconditioned and subject to the Leasametric guarantee. Sales offers relating to ReNEWed™ equipment are always conditional on Leasametric stock availability on the order date.

3 - Price

3.1 - Prices are quoted excluding tax and are valid for the period indicated. Except in the case of specific contractual provisions, Leasametric offers and price lists correspond to the rate in force at the time the catalogue was designed, and may thus be revised once their validity date has expired. These prices relate to equipment available in stock, excluding port, delivery, installation and packaging charges which are invoiced as extras.

3.2 - In the case of difference between the price published by Leasametric in catalogues (leaflets and brochures) and those shown on the web site or any other advertising format, Leasametric is only committed to pay the price which is currently valid.

4 - Payment conditions

4.1 - All our invoices are issued on the delivery date and payable on receipt, net and without deduction. Invoices are issued on the delivery date.

4.2 - Leasametric reserves the right to request a cash payment or a down payment for any new customer or a customer who did not respect these general conditions at the time of a previous sale. The down payment made is deducted from the order price and its renunciation does not authorise the customer to discharge themselves from the contract. In any event, in the case of cancellation of the contract due to the customer, the down payment will be kept by Leasametric as a penalty.

4.3 - The minimum invoice is €75. Orders for an amount below €2,000 excluding tax are payable in full by the customer from the time the acceptance of his order by Leasametric is received. Any order for an amount higher than €2,000 excluding tax will require a down payment equivalent to 50% of the price including tax of the order upon receipt by the customer of Leasametric's acceptance of his order.

4.4 - Full or partial failure to pay the invoice on its due date will automatically give rise, and without formal notice, to a penalty equal to 10% of the unpaid total, all taxes included, as well as interest added to said amount and corresponding to 1.5 times the official interest rate for each late month by way of additional penalty. Failure to pay one of our invoices also renders other invoices due for payment. In this case, Leasametric also reserves the right to suspend the execution of any other current order.

5 - Delivery, costs and risks

5.1 - Our equipment is always considered as sold, received and accepted in our premises. The equipment is therefore transported at the customer's risk. It is incumbent on the customer, unless agreed to the contrary, to bear all costs and risks relating to transport of the equipment sold, whether transported by us, taken away by the customer, or in transport hired by the customer. Any possible reserves must be sent to the hauler by registered mail with notification of receipt within 48 hours following the delivery.

5.2 - Delivery periods are given for informational purposes only and in all good faith. They are applicable following acceptance of the customer order or Leasametric's sales offer. Unless stipulated expressly in writing to the contrary, late delivery is not justification for cancellation of the order or any indemnification. Leasametric's liability will not be sought or engaged

due to any detriment resulting from late delivery.

5.3 - The purchaser is deemed to have received the equipment sold in good condition with the necessary accessories and user manuals. Any claims must be sent to us within 8 days of receipt of equipment on pain of forfeiture of the guarantee stipulated above.

6 - RESERVATION OF TITLE

6.1 - LEASAMETRIC MAINTAINS OWNERSHIP OF EQUIPMENT SOLD UNTIL EFFECTIVE PAYMENT IS MADE IN FULL OF THE PRINCIPAL AND OTHER CHARGES. FAILURE TO PAY BY ANY DUE DATES MAY LEAD TO EQUIPMENT BEING CLAIMED BACK.

6.2 - The order of a product from a Leasametric catalogue implies the customer's unconditional acceptance of this reservation of title clause.

6.3 - The customer promises to authorise us to retake possession of our equipment without prior notification, to allow us entry into their premises as well as to bear any costs relating to removal of our equipment.

6.4 - These provisions are no obstacle to the transfer to the purchaser following delivery of risks of loss, theft and deterioration of equipment sold, as well as any damages that might arise until effective payment in full. Consequently, the customer promises to insure equipment against any risk to which they might be exposed between the delivery and effective payment in full of the price.

7 - Guarantee

7.1 - All equipment sold by Leasametric is guaranteed for a period specified in specific conditions and identified in months or years, counting from its receipt by the customer. This guarantee applies subject to the equipment sold being maintained in conformance with user instructions and used in conformance with its purpose and manufacturer recommendations. Under this guarantee, Leasametric will be responsible for repairing faulty items or replacing equipment sold, and liability will not extend to any detriment suffered by the customer due to faulty equipment. To benefit from the guarantee, the customer must send the equipment at his cost to Leasametric, who will bear the costs of returning the equipment (in mainland France).

7.2 - This guarantee does not apply to spare parts, ongoing services nor consumables. The

replacement of items does not have the effect of extending the guarantee period.

7.3 - Any malfunctions arising from normal wear and tear of equipment or non conforming use of the equipment by the customer are excluded from the scope of this guarantee. Certain items, such as gauges and vacuum tubes have a guarantee limited to three months, whatever the guarantee for the equipment. Equipment must not have been subject to an attempted repair not authorised by Leasametric.

7.4 - In no case will Leasametric guarantee that the equipment sold is suitable for solving a customer's particular problem. The customer being aware of the technical characteristics of the equipment has under his own responsibility and in accordance with his requirements, made his choice of the objects subject to the order. Thus Leasametric does not guarantee the suitability or the fitness of equipment for the customer's needs and/or a specific use to which this latter will put it.

7.5 - Leasametric is therefore liable for no indemnification towards the user customer or third parties as a result of using equipment, whether in relation to direct or indirect damage, personal injury, damage to goods other than equipment sold, loss of profits or lost earnings, damage arising from a deterioration or loss of data recorded by the customer.

7.6 - Software integrated into the equipment sold is the property of the manufacturer of the equipment, and the customer only benefits from users' rights in conformance with the publishers' usage licence.

8 - Final destination of equipment sold

Certain equipment offered by Leasametric is subject to a final destination control. In the event of export of the equipment sold outside the EU, the customer must inform Leasametric of its final destination and promises to obtain the agreement of competent authorities.

9 - Jurisdiction clause and applicable law

In the event of litigation, the commercial court in the jurisdiction which is home to Leasametric's registered address has sole competence. These general sales conditions are subject to French law.

Reviewed April 9th 2004