

B. ANNEX NECTRA GENERAL TERMS OF SALE AND DELIVERY

B.1. Drawing and descriptions

- Drawings, proposals and descriptions remain seller's property and may not be copied, provided to competing firms or released to anyone without seller's permission.
- Technical data stated in seller's catalogues and other printed matters, as well as, drawings and illustrations are without obligations and seller reserves the right to make alterations, and /or modifications.

At its sole convenience

B.2. Delivery

- Time of delivery (time of dispatch) runs from the day all details concerning the order are settled, after down payment or deposit have been paid, after the terms of payment agreed upon have been fulfilled, as per the contract terms.

B.3. Force majeure

- Shall any circumstances arise interfering completely or partially the execution of obligations under this Contract by any of the Parties, in particularly: fire, blockade, natural disasters, import or export prohibition, and/or other circumstances out of either of the Party's control, the terms of obligations will be extended for the period time effected by any such circumstances necessary for normal activity to resume. Delivery may be delayed accordingly without penalties to seller. Other conditions not affected such as payment conditions must be respected. Additional coast due to "force majeure" will be the responsibility of the Buyer.
- Either Party, if unable to execute the obligations under the present Contract, is obliged to inform immediately the other Party about the beginning and the end of circumstances hampering the execution of its obligations.
- The FORCE MAJEURE circumstances are to be confirmed by: The documents (if needed) are issued by Chambers of Commerce of countries of the Buyer and/or the Seller.
- Seller is not responsible for damage to equipment or premises incurred during the unloading and moving of equipment within the area of installation.

B.4. Installation

- NECTRA personal will execute the installation and supervise the personnel requested during the Installation & perform Trail run, Starting Up and training of Customer's personnel.
- Customer will supply personnel and material for onsite positioning and mounting of equipment.
- Customer is responsible to provide the necessary skilled persons such as Welders, Mechanic, Electricians or staff for positioning & mounting the equipment requested by NECTRA supervisor during the entire installation of the order.
- NECTRA will require the continual presence of the customer's appointed operator at start up, test runs, and the subsequent operation of the equipment.

B.5. Property Ownership

- NECTRA is the sole owner of the equipment if leased regardless of any payment received related to the equipment or its utilization.
- With the exception of Leased equipment NECTRA is the sole owner until after reception of the complete payment due then the goods delivered become the buyer's property.
- The buyer agrees to fulfil his duties and to pay the full amount due to the seller according to the terms of the present contract

B.6. Guarantee and other conditions

- In conformity with the statements below, the seller agrees to remedy any defect within a period of one year, resulting from faulty design, material or workmanship, of which a written complaint is received within the 12 months period from the beginning of the installation, provided all terms of payment of payment have been fulfilled by the customer, or at the latest 18 months from the date the equipment was shipped from the factory.
- When notice of defect mentioned herewith has been received from the Buyer, the Seller agrees to repair in his works or to replace free of charge, ex-works of the factory, the defective parts or part.
- Defected parts shall be sent to seller on customer's charge, in general prior to the shipment of the replacement parts.
- In any case, defected parts shall be received within 3 weeks maximum, after shipping date of replacement parts, unless stated otherwise in the Contract. Client shall send proof of shipping to NECTRA. In case defected parts are not received on time, the client will be charged and agree to pay.
- If buyer requests assistance by seller's servicemen on site, seller is entitled to payment for all work carried out unless such work is covered by an exclusive service contract or otherwise agreed upon in writing.
- Seller cannot undertake any responsibility for defects, directly or indirectly arising from local repair works, which without are carried out by other firms individuals without seller's written consent.
- Normal wear and tear parts, or damage caused by improper handling or improper use by Buyer (End-user) or persons under the control of the Buyer ARE NOT covered by this Guarantee.

- The Seller does not undertake any responsibility for the suitability, correctness and / or accuracy of buyer's modifications to the design and / or construction.
- With a Service Contract, emergency call may be answered within 48 hours or less and client may receive technical assistance on site within a maximum of 72 hours.
- A technical assistance Hot line is provided during working hours (French timetable) and is free of charge only with a service contract
- No spare parts are included with the equipment other than what is provided for in the Contracts.
- NECTRA is not liable for any claim related to direct or indirect losses other than having or replace the defective equipment.
- Unless otherwise specified in the contract, NECTRA is not submitted and does not agree to any kind of general penalty.

B.7. Other conditions after agreement of the present price offer

- The contract is made in English language in two originals. Fully authorized representatives of the Parties are to sign the Contract and write their initials on all pages. Both texts have equal legal force.
- The present contract comes into force once it has been signed by the Client and is valid until all Parties have fulfilled their responsibilities from the day of signing the Contract.
- Any changes and/or modifications to the present Contract are valid only if they are made in writing, are agreed and are signed by both Parties. The fax copies of the Contract, its additional agreements, changes & specifications are valid up to the moment of the exchange of the original.
- Order has to be confirmed by initial of all pages and signature of the document.
- Document will be sent by fax or E-mail to NECTRA office.
- The order will be confirmed by both parties once the fax or E-mail is received at NECTRA office.
- The original will be sent by fast mail to NECTRA office within 48 hours.
- The order is considered valid only after receipt by NECTRA the down payment or deposit as per the contract terms.
- For convenience NECTRA may send back the order by fax or E-mail with initials and signature.
- The present contract or price offer comes into force once it has been signed by the client. Then the first payment becomes mandatory and is due in any case.
- A fee of 1.5% will be charged if payment is delayed and for bank guaranty a fee of 1 000 € each 30 000 € will be charged per contract.
- Bank charges are at the customer's expense

B.8. Specific conditions

- In case of installation of new equipment within an existing line or modification to be done on existing equipment, NECTRA will not bear any extra cost not previously and clearly indicated in the contract.
- Any additional cost of materials, components or hand work will be at Client's charge

B.9 Court of law

- All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the Court of Commerce of Brest (France) by one or more arbitrators appointed in accordance with the said Rules.

B.10. Limit of liability

- NECTRA liability can not exceed the liability of NECTRA insurance coverage.

B.11. Patents, intellectual property & confidentially

- NECTRA equipment is protected by patents or intellectual property rights.
- By signing the present contract, the customer agrees to the following:
 - o The customer agrees to respect NECTRA confidentiality, especially not to show the equipment or its parts to any NECTRA competitor or direct or potential industrial who might be competing with NECTRA.
 - o The customer commits not to allow any pictures, drawings or any graphic elements to be sent to third parties without NECTRA written agreement accepted in advance.
 - o The customer agrees that NECTRA has the right to take pictures and videos of its equipment, whether it is running or not, during or outside of actual production and that NECTRA can use it for its own technical follow up or for NECTRA informational purpose without disclose the name of client on the video.
 - o By signing and initializing the present contract, the customer agrees on NECTRA confidentiality conditions for specific and innovative equipment noticed by NECTRA at contract signature. Or identified within NECTRA contract by the mark "IN" or the equipments corresponding to following description: candling, NECTRASCAN, NECTRA LIFE, inovo vaccination, egg sexing, OVOSSEX1, OVOSSEX, contactless air chamber detection, ACUTE, egg refilling technology, SMART, No Rock No Roll, automated feather sexing