

SISYPH Terms and Conditions of Sale

I. GENERAL, APPLICABILITY

I.1 Terms and Conditions of Sale (these "Terms") are an integral part of the contract and apply to all our offers, deliveries and services and any acceptance is expressly limited to these Terms.

I.2 All sales by Signals & Systems for Physics ("we", "our", "us" and "Sisyph") to any person ("you", the "Buyer") will be governed by these Terms.

I.3 Any of Buyer's terms and conditions which are contradictory to or not expressly contained in these Terms will not be valid unless express, our written authorization is received.

I.4 Buyer's business terms and conditions will not apply even if we have not expressly rejected them.

I.5 Acceptance of goods or services, or their payment, shall not be regarded as agreement to sales and delivery terms which deviate from these Terms.

II. OFFER AND ACCEPTANCE

II.1 Purchase orders, agreements and call off deliveries as well as any changes or supplements require express written, and signed, agreement.

II.2 Unless agreed otherwise in writing, our offers are without obligation and non-committal, and are subject to prior sale.

II.3 During the delivery period, we may carry out technical modifications not affecting the functionality of the goods.

II.4 Depending on the scope of the order, we reserve the right to make partial delivery.

II.5 The data stated in the documentation as well as relating to the offer and order, such as, but not limited to, pictures, drawings, weights and dimensions, are noncommittal and for information purposes only unless they were specifically designated as binding in the offer.

II.6 Acceptance of or payment for any products or services by Buyer will constitute the Buyer's assent to and acceptance of these Terms.

III. PRICES

III.1 Unless otherwise expressly stated, all prices quoted are valid for thirty (30) days only.

III.2 The prices stated are for the scope of delivery described in the offer.

III.3 Prices stated in the offer are exclusive of all taxes, fees, duties or levies and, unless otherwise stated, transportation charges, freight and insurance.

III.4 Buyer is responsible for all duties and other government fees applicable to the purchase and import of Sisyph products, unless the Delivery Terms are DDP.

III.5 We may adjust prices if the purchased quantity deviates from what was agreed.

III.6 No discount is accepted for anticipated payments.

III.7 Shipment costs shall be prepaid by Buyer if requested by Sisyph.

IV. PAYMENT CONDITIONS

IV.1 Unless otherwise agreed, our invoices are payable without discount within 30 days.

IV.2 The price payable for product or service is due immediately and payable by bank transfer within thirty (30) days after receipt of the invoice.

IV.3 In the event of late payment of all or part of an invoice, interest shall be legally payable on the sums due at a rate equal to three (3) times the statutory rate of interest applicable on the issue date of the invoice, applicable to the exact number of calendar days elapsed between the due date for payment and the date when the invoice was actually settled. This penalty is due by Buyer to Sisyph the day after the deadline mentioned on the invoice, without any need of a notice from us.

IV.4 If the customer is in delay of payment, all our claims will become due at once. In addition, we may interrupt any outstanding works.

V. DELIVERY TERMS

V.1 All delivery dates stated have been ascertained in consideration of the current circumstances, such as production capacity and staff situation, and, unless otherwise specifically agreed, are to be regarded as approximate dates.

V.2 If delivery periods are specified, these will start to run upon conclusion of the contract as soon as all cooperating duties of Buyer, such as, but not limited to, providing documents and communicating the requisite data, etc. have been fulfilled, the necessary permits or clearances have been obtained, and the agreed down-payments have been effected.

V.3 Subsequent change requests of Buyer, which we shall consider at our discretion, will lead to a reasonable postponement of delivery periods and dates.

V.4 Buyer will take delivery of devices supplied, even if these show insignificant defects; the delivery dates will be deemed met.

V.5 Partial delivery is admissible.

V.6 If delivery is delayed due to unforeseeable events outside our sphere of influence, e.g. force majeure, strike, lockout, interruption of operations, shortage of important raw materials, sabotage, delay in the supply of important raw materials and components, the delivery period will be extended accordingly.

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V.7 In this respect, the Buyer's rights of withdrawal and further claims due to delayed delivery shall be excluded. The same applies if unforeseeable events occur during a period when we are already in default.

V.8 Delivery delays give no right for compensation, penalties and or damages.

V.9 In any case, product delivery will be made only if Buyer is free of any kind of obligation with respect to Sisyphe.

V.10 We reserve the decision to suspend the delivery or cancel the order until complete Buyer's payment. In such case, we shall inform Buyer about this decision

V.11 Delivery terms (per INCOTERMS 2010) for products shipped shall be as follows: for Buyers in the European Union, DDP; for all other Buyers, DAP. All freight and handling charges will be prepaid by Sisyphe and, when applicable, added to the invoice, unless otherwise arranged by the Buyer with Sisyphe.

V.12 Risk of loss shall pass to Buyer upon delivery by Sisyphe to the carrier, or, in the case of DDP or DAP terms, upon delivery to the Buyer.

VI. LIMITED WARRANTY

VI.1 Sisyphe warrants that at the time of passing of the risk the goods and services are free of defects.

VI.2 Sisyphe warrants that its products will conform to the specifications at the time of the sale.

VI.3 This limited warranty lasts for one (1) year from the date of the sale.

VI.4 We shall not be liable for any defects that are caused by neglect, misuse or mistreatment by Buyer, including improper installation or testing, or for any products that have been altered or modified in any way by Buyer. Moreover, Sisyphe shall not be liable for any defects that result from Buyer's design, specifications or instructions for such products.

VII. INTELLECTUAL PROPERTY

VII.1 Any element created, resulting from the performance of these Terms of Sale that is conceived, developed, discovered or reduced to practice by Sisyphe, which could rise any Intellectual Property Rights on a worldwide basis, shall be the exclusive property of Sisyphe.

VII.2 Use, correction, reproduction and representation rights of the elements given to the Buyer in the realization of the object of the sale are granted by Sisyphe only after the payment of the price. The rights concerned are non-exclusive and are granted for the legal duration of these.

VII.3 Any act from the Buyer that may directly or indirectly infringe the intellectual property rights of Sisyphe shall be prohibited.

VIII. EXCLUSIVE REMEDY

VIII.1 If any Sisyphe products fail to conform to the Limited Warranty set forth above, Sisyphe's sole liability and the Buyer's exclusive remedy shall be to have such products replaced.

VIII.2 Sisyphe's liability shall be limited to products that are determined by Sisyphe not to conform to such warranty. If Sisyphe elects to replace such products, we shall have a reasonable time to deliver replacements.

VIII.3 Replaced products shall be warranted for a new limited warranty period.

IX. PRODUCT RETURN

IX.1 Buyer will notify promptly Sisyphe about the occurrence of defective or non-operational product, including a detailed description of such nonconformance to the above Limited Warranty. A written notice for any discovered defect in the delivered product must be forwarded to us within five (5) business days. If Customer fails to give such notice, the product shall be deemed accepted and to conform to the terms of the contract.

IX.2 Buyer may not return any products to Sisyphe unless express Sisyphe written authorization is received.

IX.3 Buyer will ship the defective or non-operational product to Sisyphe in accordance with our instructions.

IX.4 Buyer is responsible for shipping cost of the returned product.

IX.5 Upon receipt of the returned product, we shall test the product to verify the defective status of the component within the terms of the Limited Warranty and communicate such results to Buyer.

IX.6 Sisyphe will either send a repaired or replacement product after verifying that the product returned is in fact defective within the terms of the Limited Warranty. Sisyphe is responsible for shipping costs of replacement product to Buyer.

X. DISCLAIMER OF WARRANTIES

X.1 Except for the above Limited Warranty, Sisyphe to the maximum extent permitted by law makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on its web site for any purpose.

X.2 Except for the above Limited Warranty, all such information, software, products, services and related graphics are provided "as is" "with all faults," and without warranty of any kind, whether express, contractual, or statutory.

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X.3 Except for the above Limited Warranty, Sisyph hereby disclaims to the maximum extent permitted by law all warranties and conditions with regard to proposal, specification, sample, information, software, products, services and related graphics, including, but not limited to, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, lack of virus, accuracy or completeness of response, quiet enjoyment, quiet possession, correspondence to description and liability for infringement of any proprietary rights, relating to use of information in any documents and files and software and no license, express or implied, by Sisyph, to any intellectual property rights is granted herein.

X.4 We assume no responsibility or liability for any errors or inaccuracies that may appear in any documentation or files or any software that may be provided.

X.5 The information in any documents or files is furnished for informational use only, is subject to change without notice, and should not be construed as a commitment by Sisyph.

X.6 The entire risk arising out of use or performance of the product and any support services remains with you.

X.7 The above limitations may not apply to you. However any warranty, whether express, contractual, or statutory, imposed by applicable law shall be limited to one (1) year from the date of sale.

XI. LIMITED SUPPORT SERVICES

XI.1 Buyer agrees that prior to using any systems that include our products, Buyer will test such systems and the functionality of the products as used in such systems.

XI.2 We may provide limited technical, applications or design advice, quality characterization, reliability data or other services.

XI.3 Buyer acknowledges and agrees that providing these limited services shall not expand or otherwise alter Sisyph's Limited Warranties, as set forth above, and no additional obligations or liabilities shall arise from Sisyph providing such services.

XII. UNAUTHORIZED USE

XII.1 Our products are not authorized for use in safety-critical applications where a failure of our product would reasonably be expected to cause severe personal injury or death.

XII.2 Safety-critical applications include, without limitation, life support devices and systems, equipment or systems for the operation of nuclear facilities and weapons systems.

XII.3 Sisyph products are neither designed nor intended for use in military or aerospace applications or environments and for automotive applications or environment.

XII.4 Buyer acknowledges and agrees that any such use of Sisyph products which is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

XIII. COMPLIANCE WITH LAWS

XIII.1 Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products and any use of Sisyph products in Buyer's applications, notwithstanding any applications-related information or limited support that may be provided by Sisyph.

XIV. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

XIV.1 To the maximum extent permitted by applicable law, in no event shall Sisyph be liable to Buyer for any special, collateral, indirect, punitive, incidental, consequential or exemplary damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the products or the support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of the agreement, regardless of whether Sisyph has been advised of the possibility of such damages.

XIV.2 This section will survive the termination of the warranty period.

XV. CHANGES TO SPECIFICATIONS

XV.1 We may make changes to specifications and product descriptions at any time, without notice.

XV.2 Buyer must not rely on the absence or characteristics of any features or instructions marked "reserved" or "undefined". Sisyph reserves these for future definition and shall have no responsibility whatsoever for conflicts or incompatibilities arising from future changes to them.

XV.3 The product information on the web site or materials is subject to change without notice.

XVI. EXPORTATION RULES

XVI.1 All goods sold by Sisyph are intended to remain in the country indicated by Buyer for the final delivery destination.

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XVI.2 Re-exportation of the goods and the related technical documents relevant to the purchase must be strictly done according to the applicable custom rules.

XVI.3 Any violation of these rules shall be the Buyer's responsibility.

XVII. APPLICABLE LEGAL AUTHORITY

XVII.1 In case of disagreement between parties, the trading court of TOULOUSE (France) will be the only relevant legal authority, whatever the country where the products are delivered.