

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Introducing the parties: The present general terms and conditions of purchase govern all sales relationships between ALPhANOV and their suppliers, providers, and sub-contractors. ALPhANOV, a technological center in Optics and Lasers, manages R&D collaborative projects, technological research and services, and proposes equipment for the benefit of laboratories and industrial partners. The company is also involved in several national and European projects. For further information: www.alphanov.com.

ALPhANOV and the supplier are committed to applying and respecting the present conditions in a collaborative and constructive spirit. The present general terms and conditions of purchase prevail over all other terms and conditions.

2. Object and price of order: In their commitment to transmitting their purchasing order, ALPhANOV specifies the object, reference, price and deadline by means of an order form transmitted by e-mail. Prices exclude VAT. The supplier's acknowledgement of receipt must arrive at ALPhANOV within 5 working days upon receiving the order form unless otherwise mentioned. Exceeding this deadline, the order will be considered as accepted according to the conditions specified in the order form.

3. Delivery: All deliveries must arrive with a delivery slip stating the order number, quantity of goods, and component references, as well as all corresponding component documents: safety manuals, plans and technical manuals, user manuals and safety precautions, conformity and certificates.

Deadlines: The address and deadlines regarding delivery, and/or service and/or component execution, are contractual and cannot undergo any modifications by suppliers, without prior notice from the latter. After several reminders following a delivery delay, it will be legitimate for ALPhANOV to automatically cancel the order without being bound to any compensation to the supplier. In the exceptional case where the payment has already been made, ALPhANOV reserves the right to ask for a refund of the total price of the order or of the undelivered component.

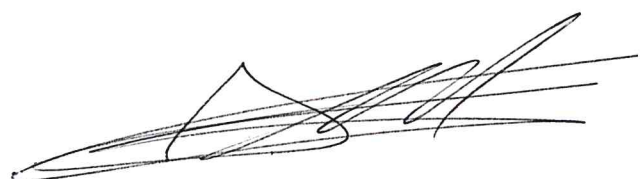
Packaging: All components delivered to ALPhANOV must be identified and labeled with their packaging, conforming to the applicable regulations and law. This packaging must be carried out in a way to ensure optimal safety for products, personnel and goods, considering their kind and nature in the normally foreseeable conditions of transport and handling.

4. Transfer of risk and ownership: Should a component be destroyed or deteriorated it is the owner who bears the responsibility of the damage. Transfer of ownership in ALPhANOV's favour, unless specified by incoterms, takes place when the order is delivered. If payment is made before the delivery, the transfer of ownership is conducted at the time of settlement.

5. Invoicing: Invoices are made out in the name of ALPhANOV in duplicate. In addition to legal notices, it is compulsory that invoices include the order number, supplier details as indicated on the order form, references from the delivery slip, delivery address, component reference(s) and the payable amount of the order excluding VAT. Terms and form of payment are shown on the order form.

6. Terms of payment: Unless otherwise agreed in writing by the parties and subject to acceptance of the delivered material as well as an undertaking invoice, ALPhANOV will pay by bank transfer within 45 days following the end of the month or 60 days as from the invoice date.

7. Order modification: Prior to the delivery, ALPhANOV reserves the right to modify an order, of any kind whatsoever, and the supplier would not be able to claim any compensation because of this. ALPhANOV must notify the supplier of their modification request as soon as possible. The supplier is committed to informing ALPhANOV of the consequences when taking this modification into account, and particularly in terms of financial cost and delivery deadlines. Subject to



exceptional conditions, ALPhANOV will also be able to cancel the order without their responsibility being engaged in any way, and with no compensation due, because of this cancellation. The supplier cannot, in any case, modify a component without ALPhANOV's written consent.

8. Litigation: If litigation occurs on the subject of the contract, the parties will try to solve their differences amicably. In case of persistent disagreement, the Administrative Court of Bordeaux will be approached.

9. Deadline in contractual guarantee: Components are guaranteed over their legal period, or, failing that, for 12 months.

Guarantee on hidden defects and conformity: The supplier guarantees that components or delivered services conform to the use for which ALPhANOV has intended them and to the contract's specifications. Guaranteed against any design flaws, or manufacturing or functioning defects, the supplier also guarantees that components are exempt from any hidden defects. They must conform to the present arrangements, according to regulations and laws applying particularly to the environment, hygiene, health, security and working conditions.

Guarantee claims: Should a component be faulty or not conform to the order's specifications, once the delivery slip has been received, the supplier will be committed to corrective action to the non-conformity as quickly as possible. If the procedure for dealing with the non-conformity were to exceed the payment deadline understood with ALPhANOV, the supplier would produce a credit note for the amount related to the non-conformity, to obtain the total payment of the invoice.

10. Intellectual property and confidentiality: All information communicated by ALPhANOV is confidential. ALPhANOV is the owner of research results, prototypes, models, drawings, documents and data financed and carried out on their behalf. Intellectual property rights stated in the French Intellectual Property Code relate to creators' rights to their works. The supplier is committed to treating as confidential all the information transmitted by ALPhANOV or that which is relative to ALPhANOV. Without authorization, research analysis, drawings, diagrams, designs, samples, models and any other information cannot be used by the supplier for other use; nor can they be copied, reproduced or transmitted to a third party. Furthermore, the supplier cannot, in any way, use this information for other clients' needs. It always remains the full and exclusive property of ALPhANOV, to whom it must all be given back, free of charge, on ALPhANOV's immediate request. All components and materials purchased by ALPhANOV are deemed copyright-free. Components and materials carry with them an assignment, for the benefit of ALPhANOV, to reproduction, adaptation and translation rights, as well as representation rights, over all elements for any present or future procedures concerning their creations.

Signature

