

CAE GROUP GENERAL TERMS AND CONDITIONS OF SALE 2010

The present General Terms apply to all sales of products, material and equipment made to professionals by the company CAE-DATA (referred to hereinafter by its trade name 'CAE-GROUPE').

The placing of an order for products, material or equipment implies the unreserved acceptance and whole-hearted approval by the purchaser of the present General Terms and Conditions of Sale, which shall prevail over all other documents produced by the purchaser, and in particular over any general terms and conditions of purchase.

As a consequence, the placing of an order by a purchaser signifies the unreserved approval by said purchaser of the present General Terms and Conditions of Sale and, if applicable, of any special terms and conditions agreed to in writing by CAE-GROUPE for the purchaser.

All other documents, and in particular catalogues, brochures, advertisements, notices, etc. shall merely serve to provide information, without being contractually binding.

1 - OPENING A CLIENT ACCOUNT

When a legal entity places an order for the first time with CAE-GROUPE, this must be preceded by said entity opening an account with CAE-GROUPE. This procedure will be carried out by CAE-GROUPE after it receives the document entitled 'Client Opening Form and Special Terms', duly completed, dated and signed by the purchaser who must, in addition, stamp it with his company seal and append any supporting documentation requested in the form, together with the present General Terms also initialled, dated and signed by his representative and bearing his company seal. The original General Terms and Conditions of Sale and Client Opening Form and Special Terms documents must be returned to CAE-GROUPE.

2 - ORDERS

2-1 Orders may be sent to CAE-GROUPE in writing by any means, whether by post, email or fax, or by telephone provided all the information required for proper fulfilment of the order is provided, notably the references for the products being ordered, as well as the quantity and the delivery procedures selected. For any verbal orders to be valid, they must be confirmed in writing.

2-2 An order will only be deemed to have been accepted by CAE-GROUPE if this is indicated by means of an acknowledgement of order document, drawn up by CAE-GROUPE and sent to the purchaser by fax, email or post. The purchaser must sign this document and return it to CAE-GROUPE, as promptly as possible, by any means it sees fit. Once the acknowledgement of order document has been validated and returned in written form (by post, fax or email), the order is then irrevocable, under the terms set out in this document.

2-3 Should the purchaser reject the payment terms proposed by CAE GROUPE and be unable to offer an adequate financial guarantee, CAE-GROUPE may refuse to fulfil the order(s) placed and to deliver the merchandise concerned, without the purchaser being in a position to allege a justified refusal to sell or claim any form of compensation. Likewise, if purchaser places an order with CAE-GROUPE without having settled invoices that have already fallen due, CAE-GROUPE may refuse to fulfil the order placed and to deliver the merchandise concerned, without the purchaser being in a position to claim any form of compensation on any grounds. Should the purchaser alter an order, CAE-

GROUPE shall be released from the deadlines set for said order's fulfilment. If an order is altered after delivery of the products, the return of said products to CAE-GROUPE's storage facilities shall be carried out at the purchaser's expense, and shall give rise to payment by the purchaser of a fee intended to cover the costs of the products' reintegration into storage, contractually set at a fixed 20% of the sale price (excluding tax) of the products returned.

2-4 All orders must relate to amounts of merchandise over a specified minimum value, failing which processing charges shall be payable.

2-5 The minimum value and processing charges referred to above shall be quantified in the Client Opening Form and Special Terms.

3 - PRICE SCHEDULE - PRICES

3-1 - PRICE SCHEDULE: At any given time, our price schedule shall apply identically to all purchasers. The schedule may be revised at any point in the year and our purchasers will be notified of any revisions thus carried out. Any price changes shall automatically be applicable as from the date indicated on the new price schedule.

3-2 - PRICES Our products shall be sold at the prices indicated on the price schedule applicable when the order is placed by the purchaser. Prices are always quoted excluding tax, for products without packaging to be collected from our storage facilities.

4 - PAYING FOR ORDERS

4-1 **When a client places his first order**, this is to be paid for in cash with no discount upon receipt of the invoice. This clause does not however apply to orders placed by foreign clients in countries where foreign exchange regulations prohibit this type of payment.

4-2 Subsequent orders are to be paid for on the date jointly agreed between the parties when the account is opened and stipulated on each invoice.

4-3 Invoices shall be issued when the products ordered are made available to the purchaser, and are to be settled at the registered office of CAE-GROUPE. Each fresh payment shall take priority over older invoices.

4-4 In the case of payments by bank draft or BOR, these must be cashed by the deadline for payment in order for full payment to have been carried out under the terms of the present General Terms.

4-5 Any amounts outstanding by the deadline for payment shall, in accordance with the relevant legal provisions, give rise to late payment charges at a rate amounting to three times the legal interest rate. These penalty charges shall be payable on the day after the due date indicated on the invoice. In accordance with the provisions of article L.441-6 of the French code of commerce, these penalty charges shall be payable as of right, without the need for prior notification, as soon as a notice informing the purchaser that the company CAE-GROUPE requires him to pay them.

5 - DELIVERIES

5-1 The delivery schedules referred to in the order confirmation issued by CAE-GROUPE are provided for information purposes only. If the purchaser wishes the merchandise ordered to be supplied in an 'express delivery', he must notify CAE-GROUPE of this when placing the order. The additional cost of this form of delivery shall in all cases be borne exclusively by the purchaser.

5-2 For export sales, in case of using the "Ex Works Warehouse" incoterm, the goods may be removed by the client, or by a third party, designated by him. If the purchaser or designated third party fails to collect the products ordered

within the agreed period, CAE-GROUPE may then either freely dispose of the products ordered or store them at the purchaser's risk, with all additional costs arising from storage, transport, insurance etc. to be met by the purchaser.

5-3 If the merchandise is delivered in a damaged condition or incomplete, it will be up to the purchaser to express all appropriate reservations to the carrier. Unless a given product has reservations regarding it marked on the relevant transport note, confirmed by means of a recorded letter with signature on delivery, within 3 days of receipt, sent to the carrier, in accordance with the provisions of article L. 133-3 of the code of commerce, with a copy to be sent simultaneously to CAE-GROUPE, the product shall be deemed to have been accepted by the purchaser. In the case of an export order, the recorded letter with signature on delivery may be replaced with any other written or electronic document with an indisputable issue date. The onus will be on the purchaser to provide all necessary proof as to the reality of the defects or missing merchandise.

5-4 No claims may be made with regard to variations in quantities delivered of 5% or less vis à vis the amounts indicated on the order.

5-5 No merchandise may be returned by the purchaser without express and prior written permission from CAE-GROUPE obtained in particular by fax or email. If an inspection carried out by CAE-GROUPE does indeed reveal defects or missing merchandise, the purchaser may request replacement of the non-compliant merchandise or additional items to bring the quantities up to the appropriate level, both at CAE-GROUPE's expense, without any entitlement to any form of compensation or to cancellation of the order. The new merchandise then sent will only cover missing or defective items.

5-6 Claims made by the purchaser, even under the conditions and by the procedures described in the present article, shall not exempt the purchaser from paying for the merchandise concerned.

6 - RESERVATION OF OWNERSHIP

6-1 Ownership of products ordered shall only be transferred once the price payable for them has actually been paid in full, principal sum and accessory amounts, even when deadlines for payment have been put back. Any stipulations to the contrary, in particular in the purchaser's general terms and conditions of purchase, shall be deemed non-existent, in accordance with the provisions of article L. 621-122 of the code of commerce.

6-2 It is expressly agreed that CAE-GROUPE may avail itself of the rights it has under the present clause relating to reservation of ownership, with regard to any of the amounts owed to it, over all its products in the purchaser's possession, these products being contractually presumed to be the merchandise that has not been paid for, and CAE-GROUPE may take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to cancel sales currently underway. The purchaser must store and identify on an uninterrupted basis the products supplied by CAE-GROUPE to enable them to be recognized as belonging to CAE-GROUPE if the provisions of the present clause are implemented.

6-3 The purchaser shall only be entitled to resell products for which payment has not yet been received within the context of the normal conduct of its business, and may not under any circumstances present stocks that have not been paid for as collateral or security. If payment has not been received, the purchaser agrees to refrain from selling a quantity of stock equal to the quantity of merchandise that has not been paid for.

6-4 CAE-GROUPE may also, in the event of the purchaser's failure to settle an invoice by its due date, have the sale cancelled, by means of formal notification. Likewise, CAE-GROUPE may, having sent formal notification, unilaterally proceed with or arrange an inventory of its products in the purchaser's possession, and the purchaser hereby undertakes to allow unrestricted access to its warehouses, stores etc. for this purpose, ensuring that the company's products remain identifiable.

6-5 In the event of receivership, asset protection or liquidation procedures being initiated, orders that have not yet been delivered shall automatically be cancelled. If the purchaser has sold products to a third party before CAE-GROUPE has received full payment for them, CAE-GROUPE may claim the amount that has not been paid, covered by payment in kind, or settled at current account between the purchaser and the third party who has not acquired the items in question as of the declaratory judgment, and shall have an established right to be allocated the proceeds of resale, within its entitlements.

6-6 The present clause does not prevent the risk relating to the merchandise from being transferred to the purchaser under the conditions set out in Article 5 above.

6-7 As from the moment of delivery, the purchaser shall be deemed depositary and custodian of the merchandise in question. In the event of non-payment, unless CAE-GROUPE prefers to seek full and complete accomplishment of the sale, CAE-GROUPE reserves the right to cancel the sale, after issuing formal notification, claiming back the merchandise delivered, with the costs of returning the merchandise being met by the purchaser, and the payments already made being retained by CAE-GROUPE as penalty charges.

7 - GUARANTEE

7-1 Defects and damage occurring in the products delivered as a result of abnormal storage and / or preservation at the client's premises, and in particular of an accident of any kind, shall not entitle the client to implementation of the guarantee provisions extended by CAE-GROUPE.

7-2 CAE-GROUPE's product guarantees only cover latent defects. As CAE-GROUPE's clients are professionals, the term 'latent defect' refers to a fault in the manufacture of a product making it unsuitable for its use and not liable to be detected by the client prior to use. A design fault is not a latent defect and CAE-GROUPE's clients are deemed to have received all the technical information relating to the products they order. Under this guarantee, CAE-GROUPE shall only be required to replace defective merchandise free of charge, without the client being entitled to receive damages on any grounds. The CAE-GROUPE guarantee expressly excludes:

- any direct or indirect damage or injury suffered by individuals or articles as a result of use of the products being sold ;
- any damage, injury or wear resulting from an adaptation or assembly, abnormal or otherwise, of said products. The products being sold are guaranteed under the conditions specified above for a period of 12 months as from the date they are received by, or made available to, the purchaser.

7-3 For the client to be entitled to benefit from the provisions of the guarantee set out above, he must adhere to an 'After-sales processing procedure', a detailed description of which is available for consultation from the sales department ; as a consequence, any client encountering a quality-related problem with a CAE-GROUPE product must, as a priority and as soon as he detects the fault, notify the sales department, who will explain the course of action to be taken ; any entitlements under the guarantee will be lost if the procedure specified by CAE-GROUPE's sales department is not followed ; it is in particular stipulated that any client who, without express permission from CAE-GROUPE, carries out work removing faulty equipment and installing replacement equipment does so entirely at his own expense.

8 - FORCE MAJEURE

The terms 'force majeure' or 'accidental occurrence' shall cover events outside the control of the parties, which said parties cannot reasonably be expected to anticipate, avoid or overcome, and to the extent that their occurring renders fulfilment of the obligations entirely impossible. Under such circumstances, CAE-GROUPE shall notify the

purchaser in writing, and more specifically by fax or email, within 48 hours (forty-eight hours) of the events occurring, and the contract between CAE-GROUPE and the client shall then automatically be suspended without compensation, as from the date the event occurred.

9 - SPECIAL TERMS AND CONDITIONS

The present General Terms and Conditions of Sale may be added to or amended by special terms and conditions. Such special terms shall be set out in the document drawn up when CAE-GROUPE and the purchaser commence their business relations, entitled 'Client Opening Form and Special Terms'. The special terms and these General Terms and Conditions of Sale may be altered at any time by CAE-GROUPE, provided it notifies the purchaser in writing, by post, email or fax.

10 - JURISDICTION

10-1 For the application of these General Terms and Conditions of Sale, the contracts of sale and consecutive documents, CAE-GROUPE elects domicile at its registered office.

10-2 Any disagreements as to application of these General Terms and Conditions of Sale, or their interpretation or execution, or the contracts of sale signed by CAE-GROUPE, or payment of the relevant price, shall be presented to the Evry 'tribunal de commerce' (commercial court), whatever the location of the order, the delivery, and the payment and method of payment, and even in the case of proceedings against guarantor or multiple defendants. The use of bills of exchange creates neither a novation nor an exemption as regards this attribution of jurisdiction.

10-3 The attribution of jurisdiction is general and continues to apply, in the case of main application, additional application, legal action on the merits of a case or summary proceedings.

10-4 Furthermore, in the case of a court case or any other action to obtain payment of debts owed to CAE-GROUPE, the costs of issuing summons and of court proceedings, as well as the fees payable to lawyers and legal bailiffs, and all related costs, shall be borne by the purchaser at fault, as well as the costs relating to, or arising from, any failure on the part of the client to fulfil the conditions governing payment for, or delivery of, the order at issue.

11-WAIVER OF ENTITLEMENTS

Should CAE-GROUPE at any point decline to insist on the implementation of any of the clauses of the present document, this shall not amount to a waiver of its entitlement to insist upon such implementation at a future point.

12 - APPLICABLE LAW

Any issues relating to the present General Terms and Conditions of Sale, as well as the sales to which they relate, that are not dealt with by the present contractual provisions shall be governed exclusively by French law.

Date, signature and company
seal of the purchaser :

Date, signature and company
seal of CAE-GROUPE :