

GENERAL TERMS AND CONDITIONS

I - GENERAL INFORMATION

The purpose of these general terms and conditions of sale (the "GTC") is to govern the contractual relationship between NOVAIR (the "Seller" or "NOVAIR") and your organization as a professional customer (distributor or end user) (the "Buyer") concerning orders for products manufactured and/or distributed by NOVAIR (the "Products") and the performance of all associated services for the delivery and/or installation/commissioning of the Products, entered into between the Seller and the Buyer (the "Parties").

II - CONTRACTUAL DOCUMENTS - DURATION

2.1] Contractual documents

The GTC shall consist of this document and shall be sent to the Buyer with each Order, together with the commercial offer. They may be electronically enlarged and the Seller shall also make the GTC available to the Buyer in another format upon request. The GTC shall prevail over any terms and conditions of purchase included in Buyer's purchase order or any other documentation provided by Buyer, and the Seller hereby expressly rejects any terms and conditions that purport to supplement, amend, or otherwise modify the GTC.

Placing an order affirms the Buyer's agreement to the provisions of the GTC. No special condition may, unless formally accepted in writing by the Seller, prevail over these GTC.

If any provision of the GTC is found to be null and void, it shall be deemed unwritten and shall not invalidate the other provisions.

The fact that the Seller does not at a given time avail itself of any of the provisions of the GTC shall not in any way be interpreted as a waiver on its part to avail itself of them at a later date.

2.2] Entry into force - Duration

The GTC comes into force as of the placing of each order. Orders are deemed to have been placed in accordance with the terms and conditions set out in article 4-1) of the GTC. The GTC shall remain in force for the duration of the performance of the orders, with the exception of the provisions which by their nature continue after the completion of the orders including, without limitation, the provisions of the articles "Liability", "Confidentiality", "Intellectual Property" and "Guarantees".

III - CONTACT PERSON - INFORMATION

3.1] Contact person at the Buyer

It is the Buyer's responsibility to make reasonably available to Seller one or more employees who have the technical knowledge and skills required to handle the specific characteristics of the Products, and who are able to identify and resolve, in collaboration with the Seller, any difficulties that may arise in relation to the Products and their installation and maintenance.

3.2] Training - know-how - non-competition

The Buyer may receive training from the Seller regarding the terms and conditions of use, installation and maintenance of the Products. The Buyer shall not use the training and/or transfer of know-how to design and/or develop products competing with the Products, whether for Buyer's own use or for distribution, whether free of charge or for a fee.

If the Buyer is acting as a distributor, the Buyer is prohibited from distributing products that compete with the Products in the United States of America and in the country or countries to which the Products are shipped by the Seller to the Buyer, for the duration of the contractual relationship.

The Buyer acknowledges that these provisions are essential for the contractual relationship between the Parties.

3.3] Information

The Buyer is considered a qualified and informed professional who must ensure that the Products ordered are suitable for the requirements and functions desired. The Buyer hereby acknowledges that it has had an opportunity to ask the Seller any questions and has received from the Seller satisfactory answers and information on the Products prior to the order.

The presentations, leaflets and advertising documents of the Seller have an indicative value. The photographs of the products are not contractual. Any documentation whatsoever relating to the Products may be subject to change and updating without notice from the Seller.

IV - ORDERS

4.1] Order taking

An order issued by the Buyer shall be treated as an offer to purchase, which Seller may accept or reject in its sole discretion. The Seller reserves the right, from the moment of receipt of an order, to accept it, reject it or express reservations within 10 working days. Orders are deemed to have been placed and finalized upon acceptance of the order by the Seller. The acceptance of the order is deemed to have occurred by the sending of an acknowledgement of receipt of the order by email to the Buyer, or by shipment of the products ordered, and acceptance by shipment shall only be binding as to the portion of the order actually shipped by the Seller. Any such acceptance shall relate solely to the identity of the Products ordered and the quantity. All other terms included in the Buyer's order are expressly rejected and such Order shall be governed by the GTC.

4.2] Order modification

Any modification of an order requested by the Buyer shall be made in writing, and shall be assessed on a case-by-case basis and shall be subject to written acceptance by the Seller in order to be validated, it being understood that certain Products are manufactured exclusively to order

by the Seller and contain specifications specific to each Buyer. In the event of an order modification, the deadlines and financial conditions initially agreed upon may be modified.

V - PROVISION & DELIVERY

5.1] Deadlines

The availability, delivery or installation times indicated by the Seller are estimates, and in no event shall the Seller be bound by such terms, though the Seller agrees to use reasonable efforts to meet such estimates where practicable.

In any case, the Seller's compliance with the estimates requires that the Buyer comply with all of the Buyer's obligations.

Unless formally agreed in writing between the Parties, no delay - whatever it may be and whatever the consequences - may give rise to any claim for damages, proceedings and/or action against the Seller, in particular for compensation for any prejudice whatsoever, to the cancellation of the order or contract and/or to the application of penalties. The delivery periods that may be accepted by the Seller shall be suspended by operation of law in the event of any event beyond the Seller's control that results in a delay in delivery, and in particular in the event of force majeure, as defined in the article "Force majeure" below.

5.2] Provision - Delivery - Transfer of risks

Risk of loss of the Products shall transfer in such a manner as shall be provided the relevant Order. The Buyer must immediately and completely check the Products. The Products may be delivered by the Seller or any third party appointed for this purpose.

5.3] Reserves

Any reservations about the goods must be made by the Buyer or any person representing him on the delivery note and confirmed by registered letter with acknowledgement of receipt to the carrier and to the Seller within 72 hours of delivery. All returns of delivered Products must be made to the Seller's headquarters, after acceptance by the Seller, which acceptance shall be evidenced by the communication to the Buyer of an RMA (Return Merchandise Authorization) number. Such issuance of an RMA shall not indicate that the Seller recognizes any alleged nonconformity of returned Products or that the Buyer is entitled to any credit. The Products must be returned in the same condition in which they were received and in their original packaging, complete and accompanied by a copy of the delivery note or a document certifying the date of delivery by the carrier. If the Buyer returns items marked as defective which in fact are found to be conforming, then the Seller shall have the right to charge an administrative fee equal to forty percent (40%) of the applicable price per line item returned.

VI - RETENTION OF TITLE

The transfer of title of the Products takes place upon full payment of their price, in principal and accessories. If the price is not paid in full by the agreed due date, the Seller may take back the Products at the Buyer's expense, the sale will be automatically cancelled if the Seller sees fit, and the down payments already made will be retained by the Seller in return for the Buyer's use of the Products.

VII - WARRANTY

7.1] Generally

The Seller warrants to the Buyer that the Products are free from defects in workmanship and material

7.2] Duration and Scope

The warranty period for the Products is that stated in the commercial offer given by the Seller to the Buyer.

If no warranty period is stated in the commercial offer provided by the Seller to the Buyer, the warranty period for (a) new products manufactured by Novair shall be the first to occur of (i) a period of 24 (twenty-four) months from the date of install or start up or (ii) 4000 hours of usage, and (b) spare parts shall be a period of 6 (six) months from the date of delivery.

Air and Vacuum: Complete Systems are warranted for the first to occur of (i) a period of 30 (thirty) months from the date of shipment or (ii) a period of 24 (twenty-four) months from start-up. Pipeline Equipment: Pipeline Equipment will be warranted for 5 years from the date of shipment

In all cases, the warranty is limited to the repair or replacement of parts found to be defective by the Seller, with the exception of labor, disassembly, removal, reassembly and travel costs, which shall be borne exclusively by the Buyer, unless otherwise agreed between the Seller and the Buyer. No other damage is covered by the warranty.

The warranty does not apply to any Product or part that have been subjected to abuse, misuse, neglect, improper testing, improper installation, improper storage, improper handling, abnormal physical stress or abnormal environmental conditions, or have been reconstructed, repaired or altered by any person or entity other than Seller. The allegedly defective Products will be kept by the Buyer at its own expense and made available to the Seller. In the event of a return request, the allegedly defective Products will be sent back to the Seller's headquarters, after acceptance by the Seller, which acceptance shall be evidenced by the communication to the Buyer of an RMA (Return Merchandise Authorization) number. Any Product recognized as defective by the Seller will be replaced free of charge from the factory or repaired in the Seller's workshop.

The time required to detect the problem, repair, modify or replace the parts during the warranty period shall not have the effect of extending the warranty period. The warranties set forth herein apply exclusively to Products for which the price has been paid in full to the Seller.

7.3] No Other Warranties.

THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES MADE BY THE SELLER IN CONNECTION WITH THE PRODUCTS. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, THE SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, AND THE SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

VIII - SAFETY AND POST-MARKETING SURVEILLANCE OF PRODUCTS

Some Products qualified by the regulations as "medical devices" are subject to the requirements of the United States Food and Drug Administration.

In the event of a quality problem that renders the Products not compliant with such requirements, Seller will take any preventive or corrective action or withdrawal of the Products required to stop the problem as soon as possible and will notify Buyer in writing with acknowledgement of receipt.

Buyer agrees to (a) notify Seller promptly in writing with acknowledgment of receipt of any incidents and/or safety hazards relating to the Products, (b) complete and return to Seller any post-marketing surveillance (PMS) questionnaires relating to the Products that Buyer may send to Seller, during the life of the Products, and at the intervals and times requested, (c) respond to any request from Seller to comply with applicable regulations. The Buyer acknowledges the importance of compliance with these obligations to the Seller.

IX - FINANCIAL CONDITIONS

9.1] Prices

The prices of the Products appear in the Seller's order acknowledgement. Prices are stated in USD and are net, excluding taxes, ex works of the Seller, unless otherwise agreed. Any delivery, installation, commissioning and maintenance costs for the Products may be invoiced by the Seller.

The Seller reserves the right to modify the price to reflect the variation in the market of the costs of providing the Products, including, without limitation, costs of shipment and production.

9.2] Payment

For shipments to locations in the United States, the Buyer shall pay 50% of the price upon execution of the order to which the GTC relates plus the remainder upon shipment of the Products. For shipments to locations outside the United States, the Buyer shall pay the full amount of payment upon execution of the order to which the GTC relates. All payments for all Products shall be made in USD.

9.3] Late payment

Without limiting any other rights or remedies the Seller may have at law or equity, the Seller reserves the right to charge interest on all amounts due but not paid at a rate equal to the lesser of (a) 1.5% per month or any portion of a month or (b) the maximum rate permitted by applicable law. Additionally, the Buyer shall reimburse the Seller for all expenses, including reasonable attorney's fees and costs, incurred in collecting past due amounts.

In the event of non-payment of an invoice that has fallen due, the Seller reserves the right to suspend all current and/or future deliveries.

X - LIMITATION OF LIABILITY

10.1] Exclusion

IN NO EVENT WILL THE SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE SELLER'S LIABILITY IS LIMITED TO THE PRICE PAID FOR THE PRODUCTS WITH RESPECT TO WHICH LIABILITY IS CLAIMED.

XI - INTELLECTUAL PROPERTY

All signs, logos, and other distinctive marks on Products and all documents transmitted by the Seller to the Buyer are the exclusive property of the Seller. The Buyer agrees not to make any use of these documents and any signs, logos and other distinctive marks that may infringe the Seller's industrial and intellectual property rights. The GTC does not imply any transfer of patent license or any other industrial or intellectual property rights from the Seller to the Buyer. All the technical documents given to the Buyer remain the exclusive property of the Seller, which is the sole owner of the intellectual property rights on these documents, and must be returned to it at its request.

If the Buyer knows or becomes aware of an infringement of trademarks and patents or, more generally, of industrial and/or intellectual property rights held by the Seller, the Buyer shall immediately inform the Seller by e-mail confirmed by registered letter with acknowledgement of receipt.

The Buyer shall inform the Seller by e-mail, confirmed by registered letter with acknowledgement of receipt, as soon as the Buyer becomes aware of it and at the latest within 48 hours, of any dispute, demand and/or legal action brought against the Buyer in matters of industrial and/or intellectual property concerning the Products and shall not take any action without having previously informed the Seller who shall be solely entitled to direct the

proceedings and to decide on any action to be initiated or implemented. If the Buyer incurs any costs in connection with any type of proceedings in which the Seller may be involved and on the basis of which the Buyer may believe it has a claim for damages, and without prior agreement with the Seller, the Buyer shall bear such costs without being entitled to claim any reimbursement of the amounts incurred.

The Seller will not be liable for any claim of infringement unless due to infringement by Products manufactured by the Seller in the form in which the Seller has supplied such Products to the Buyer and without regard to their use by the Buyer. Without limiting the foregoing, the Seller will not be liable for any claim of infringement to the extent arising from any modification of any Product or any combination of the Product with any other product.

XII - FORCE MAJEURE

The occurrence of an event of force majeure may suspend the performance of the contractual obligations of the Seller.

Force majeure is any event beyond the control of the Seller, that impedes its performance hereunder, including without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

In such circumstances, the Seller shall notify the Buyer, in writing, as soon as practicable, and the contract between the Buyer and the Seller shall be suspended automatically, without compensation, from the date of occurrence of the event.

XIII - CONFIDENTIALITY

Each party shall refrain from disclosing, to any third party whatsoever, any confidential information relating to the other party, except with the prior written authorization of the other party and except with an official request for communication of documents from an administrative or judicial authority. This obligation of confidentiality shall continue for a period of three (3) years from the delivery of the Products. In particular, all personal data, the agreed financial terms and conditions, as well as any information that may be indicated as "confidential" to the other party shall be considered as confidential information. It is specified that unless the Buyer expressly disagrees, the Seller is authorized to mention its contractual relationship with the Buyer in its communication on all media.

XIV - NON-SOLICITATION OF PERSONNEL

The Buyer agrees not to hire or employ, or solicit for employment, directly or indirectly, the Seller's personnel for two (2) years from the date of the last order without the Seller's express written consent.

In the event of a breach of this obligation, the Seller reserves the right to claim damages from the Buyer for the loss suffered, the amount of which shall not be less than one year's gross salary of the personnel concerned.

XV - TERMINATION

This Agreement may be terminated by the Seller in the event of the Buyer's failure to perform any or all of its obligations. Such termination shall be effective upon formal notice to the Buyer by the Seller by registered letter with return receipt requested, which shall remain unanswered for ten (10) days. Termination shall not affect the Seller's right to demand payment of overdue and unpaid invoices, as well as all incidental costs, in addition to claiming damages for any prejudice suffered.

XVI - DISPUTES

Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions (a "Proceeding") shall be instituted in the United States District Court for the Western District of New York or the Supreme Court of the State of New York, County of Erie, and each party irrevocably submits to the exclusive personal jurisdiction of such courts in any such suit, action or proceeding.

XVII - APPLICABLE LAW

The GTC and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York without reference to the conflicts of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

XVIII - CORRESPONDENCE

Documents in electronic form, exchanged between the Parties, will be considered as proof provided that the person from whom they originate can be duly identified.

XIX - Miscellaneous

The Buyer may not assign the GTC or its obligations hereunder without the prior written consent of the Seller, and any assignment by the Buyer without such consent shall be void. No assignment or delegation relieves the Buyer of any of its obligations hereunder.

The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.