

ECOTELNET General conditions of sale

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GENERAL CONDITIONS OF SALE

1. Generality

1-a The term " ECOTELNET " used under the present General Conditions of Sales means "the Internet Web site ECOTELNET belongs to ECOTEL company ". Purchasing term designates ECOTEL's customer.

1-b Sales carried out by ECOTELNET are subjected to following general conditions to which purchaser agrees to adhere without restriction nor reserve as soon as he formulates on ECOTELNET an ordering purchase.

1-c These general conditions of sale specify in particular the conditions of order, payment, delivery and management of products possible returns controlled by purchaser. For purchaser having already an open account at ECOTEL, the negotiating conditions of payments remain valid.

1-d Purchaser can consult simply, freely and constantly these general conditions of sale on the Internet web site by only clicking on the link " Conditions Sales ". Thus, all the product order placed by a purchaser on ECOTELNET will imply his final and irrevocable agreement on the whole of the general conditions of sale which presented hereafter.

1-e In the absence of the particular indications, the validity period of offers is 5 days.

2. Order taking modes

Before being able to place order, purchaser will have to provide the following supporting documents:

For France and for European Community

KBIS.

Intracommunity N° VAT.

Banking co-ordinates (bank account number)

Except European Community

Legal documents of the company constitution

N° of recording.

Photocopy of an official document (identity card.) of the person who has the valid signature for commands.

After validation of these parts, purchaser will receive his login and personal password giving access to him all ECOTELNET's offers.

These documents must reach us by mail with the following address:

ECOTEL

ZI des Ebisoires 10, Rue des Frères Lumière

78370 PLAISIR France

Tel.: +33 1 30 79 5050

Fax: +33 1 30 79 5059

2-b purchaser can place order at ECOTELNET is:

1 directly on the Web site by filling a purchase order.

2 by telephone which is at our service dedicated to the +33 1 30 79 50 50

or by fax to the +33 1 30 79 50 59

The payment can then be done according to the existing conditions of payment or can be negotiated.

2-c the orders placed through one of the two steps presented above engage the irrevocable purchaser of manner.

2-d Any command placed on ECOTELNET line will be confirmed to purchaser by sending an electronic mail for the validation of order in the hour follows.

2-e ECOTELNET advises purchaser who control directly on the Web to store or to print a copy of the purchase order until the reception of the electronic mail of command validation which is addressed by ECOTELNET.

2-f No cancellation of the command by purchaser can intervene without agreement of the salesman and subject to the preliminary fixing of a compensation allowance.

2-g In the event of cancellation on the initiative of purchaser's command accepted by ECOTEL company the versed instalments remain in any event sure with the latter without restricting for as much the rights to require by any way of right the compensation for the damages which caused to him by this cancellation and to continue the selling execution.

3. Products Information

3-a ECOTEL company presents on its Web site products to be sold with the necessary characteristics that the potential purchaser must know before the final order taking. In addition, purchaser always has the possibility to obtain further information at our customer service (+33 1 30 79 50 50) on the product presented, if it considers necessary.

3-b Photographs and graphics associated with the products presented on ECOTELNET do not have any contractual engagement with the respect of the reality of product. They are only indicative and cannot in any case engage ECOTEL's responsibility, nor to even call into question the validity of a last command or an actual sale. In the same way, ECOTEL cannot in any case to be held responsible for the validity of contents of the presentation cards of on product presented on its site insofar as information comes from partners, providers of ECOTEL. This responsibility can not be committed in particular if a provider would modify the characteristics of a product for some reason that it is (ergonomics, improvement, evolution of the raw material). The marks quoted and presented on ECOTELNET site are trade marks registered by their respective owner.

3-c ECOTELNET site describes articles on sale with greatest exactitude. However, if an error of description appeared on a product, the responsibility ECOTELNET could not be committed on this fact.

3-d Offers presented on ECOTELNET Website are valid only within the limit of stocks available.

3-e Quantity in the stock indicated on ECOTELNET is an available quantity. However, this quantity is given as an indication taking into account the movements of commands on ECOTELNET and the processing by ECOTEL. ECOTEL's responsibility cannot be committed in the event of stock variation in which can make the delivery impossible.

4. Property delivery and transfer

4-a ECOTELNET can not in any case to be held responsible for the consequences of the delay delivery for customer, whatever its nature. The delivery time is given in a good faith, but without engagement on behalf of ECOTEL company. The delay of the delivery will not oblige ECOTEL with any damage interests allowance or penalty of any kind like this, whatever happens caused by purchaser.

4-b In the event of delayed delivery, purchaser is informed by mail for the change of availability if possible, and if you wish, you can cancel the order without penalty. Any cancellation of command will have to be the object of an email: info@ecotelnet.com with the message's title "cancellation of command" or faxing to +33 1 30 79 50 59 or by letter to the address:

ECOTEL
ZI des Ebisoires
10 Rue des Frères Lumière
78370 PLAISIR
France.

4-c Convention express of the property transfer is suspended on the complete payment of price. However, whatever the destination of the hardware and selling conditions, the delivery of the hardware is known as carrying out in the stores of the salesman and the risks which relating to the sold materials pass to the load of purchaser:

- As of the handing-over with the conveyor if the hardware is dispatched without notice
- In the contrary case as soon as the purchaser was advised that the hardware was at its disposal
- The rights of salesman could not be affected by incorporation or transformation of the supply and until complete payment, purchaser will not be able to have hardware without prior agreement from the salesman and the transfer to this last of the credits while resulting. When it intervenes, the restitution of hardware to the salesman has placed with expenses , risks and dangers of purchaser
- The purchaser will have to make known with the salesman any unspecified claim by a third person, goods in question, in particular in the event of data procedure entry or hypothecation of his goodwill.

5. Prices and Payment

5-a Product selling price is expressed net (without applicable taxes) in French francs and in Euros

5-b Product price can be evolved constantly according to the tariff policy of the manufacturers, wholesalers, distributors of ECOTELNET Web site. The selling price retained for purchasing product corresponds to that observed on line:

- At the moment of order recording on Internet
- At the moment of order recording by telephone or fax

5-c One understands by product selling price, the price excludes delivery expense.

5-d delivery expense is the responsibility of the purchaser and is invoiced in supplement of the selling price of the products. In the case of an exemption from payment of delivery expense, the latter is specified under exceptional conditions related to product. The delivery expense is various according to the weight of the parcels to deliver and the total amount of the command. Purchaser is always informed before the recording final of its command on delivery expense related to known as command, and the payment be request from purchaser for the total amount of purchase, integrate the price of product control more the expense of delivery. Thus, the payment confirmation about the agreement of command by purchaser implies that this last accept to pay the delivery expense related. Delivery expense cannot thus constitute a valid reason of the command questioning after its final recording. Delivery expense indicated on the site is valid for sending only to Metropolitan France. For all other destination, an amount will be calculated individually.

5-e Order intended for export all the specific expense will be confirmed on the level of acknowledgement of delivery and will be added to the price of hardware: insurance, transport, control in factory, taxes, etc. They will be revisable according to the value which will have indeed these various factors at the time when they will be brought to play at different stage from sale or invoice.

5-f Purchasing carried out on ECOTELNET Web site is payable according to particular conditions of payment existing. Contact our Enterprise service at +33.1.30.79.50.50 to validate your conditions of payment.

5-g So that no dispute on the sums paid by purchaser can occur, ECOTELNET always addresses to purchaser a validation of his command by electric mail which is used to him as a form of goods checking at the time of delivery.

5-h ECOTELNET reserves the rights to suspend any management of command and any delivery in the event of a refusal authorisation of payment per credit card on behalf of official accredited organisations or in the event of non-payment. ECOTELNET reserves in particular the right to refuse to carry out a delivery or to deliver an order emanating with a purchaser who would not have regulated completely or partially a preceding command or with which a litigation of payment would be in the course of administration.

5-i Price agreement for particular conditions of the contract get along taking into account the spread of payments fixed in this one and a payment of which had sums, in the residence of the salesman at the latest day of the agreed expiry of payment.

The payment term cannot be delayed under some reasons that it is even if there is litigation. Any sum not paid in its term automatically produces in favour of ECOTEL company, Interest is at 2% rate per month on delay and this, with compound interest.

No compensation, nor rights of link are allowed with regard to the credit of the salesman.

6. Penalty clauses

It is expressly agreed that the non-payment in its term of an unspecified invoice will automatically involve and without preliminary formal warning, except request carrying forward on time and granted:

- immediate current liability of the payment of all invoices, even if they gave place to the creation of drafts
- current liability of the calculated post maturity interest with an annual interest rate equal to once and half the legal rate of interest into force at the limit, calculated by monthly payment. All started calendar months are due entirely with regard to the interest
- current liability, by way of penalty clause, of a fixed allowance of 15 % of the sums due
- the rights, for salesman, to suspend or cancel without allowance of the markets or the pending orders execution .

7- Delivery Method

7-a Product which is bought on ECOTELNET site can be delivered in Metropolitan France, European Union (EU or out of EU).

7-b the delivery is regarded as realised as the first presentation date of goods to purchaser. The goods handing-over will be carried out only with the signature of the customer reception for the delivery order.

7-c customer has as an obligation to confirm by checking the goods delivered, before signing the delivery order.

8 Problems of delivery because of the conveyor

8-a Any abnormal concerning the delivery (damages, produced missing compared to order delivery, damaged parcel, broken products.) will have to be imperatively indicated on delivery order under hand-written reserves ", accompanied by the customer's signature. Customer will have in parallel to confirm this abnormal by addressing to the conveyor in two (2) working days, follows the delivery date, a recommended mail with acknowledgement of delivery exposing the aforementioned complaints. Customer will have to transmit a copy of this mail by fax or simple mail. The co-ordinates of the conveyor will be reproduced on the order delivery.

9- Delivery Error

9-a Customer will have to formulate at ECOTELNET delivery on the same day or at the latest. The first wrought day follows the delivery, any complaint of delivery error and/or nonconformity of product in kind or in quality compared to indication being reproduced on the delivery order. Any complaint formulated beyond this time will be rejected.

9-b the formulation of this complaint near ECOTELNET site will be carried out in the following way:

- either in the form of electronic mail, in supplement and in returning form available in the heading Contact of Web site: info@ecotelnet.com
- either in the form of sending by fax: +33 1 30 79 50 59 take again information ask on the returning form available in the heading Contact, and mention in particular the co-ordinate of purchaser, the delivery date, the number of delivery form, product concern, reference of the product appear on the delivery order and on the invoice, the object precise of complaint (produce damage, produce defective, product already install or use, error of product, unpacked product, please call our Customer service.

9-c Any complaint is not carried out in defined rules above and the time limits could not be taken into account and will release ECOTEL of any responsibility with respect to purchaser.

9-d In the event of delivery error or exchange, All products for exchange will have to be turned over to ECOTEL as a whole and in its original packing, in Parcel Recommended, with ECOTEL's address. All products which turned over will have to be accompanied by following elements: - returning form- copies of orders delivery which are written by ECOTELNET. To be accepted, any return will have to be announced as a preliminary to the Customer service of ECOTEL. The expense of sending is with the load of ECOTEL, except if it would prove that the taken again product does not correspond to the declaration of the origin made by purchaser in the returning goods.

10. Guaranteed products

10-a For a product bought on ECOTELNET's Web site, purchaser profits from guarantee ECOTEL. The hardware delivered by ECOTEL is in general guaranteed 1 year, except

contrary stipulation, relating to products non-tested by ECOTEL or of single product which is no longer available . The guarantee means the pieces returning in the ECOTEL buildings except displacement and service.

Guarantee covers only the breakdowns and the defects of natural origin and within the framework of a normal use of the part.

The guarantee is excluded when the defect has an accidental origin or is related to an abnormal use of the part.

11. Attribution of jurisdiction

11-a In the event of litigation related to the present sale, it is agreed of convention express between the parts allocate responsibility to the Courts of Versailles.

Ecotel Telecommunication:

Z.I des Ebissoires 10 Rue des Frères Lumière 78370 PLAISIR (France)

S.A.R.L with a Capital of 150.000 €

RCS Versailles B 344 964 119

SIRET 344 964 119 00020

Code APE 516j

Intracommunity N° VAT FR 48 344 964 119 00020