

GENERAL TERMS OF SALE APPLICABLE TO ALL SERVICES

June 2007

I - DEFINITIONS

Order acknowledgement: a written document by which Ineris accepts the customer's order or modifies the terms of the order.

Customer: a corporate entity or person on behalf of whom Ineris agrees to perform a service in exchange for payment.

Contract: the generic term designating any commercial agreement, order, contract or deal, set out on paper and explicitly accepted by Ineris. Ineris refers directly or indirectly to these General Terms of Sale in any contract and by such a contract Ineris commits to providing a service and the customer commits to paying for it as well as covering the cost of any other commitments that they may have.

Proposal: a paper document in which Ineris proposes to perform work (services, provision of supplies, work, etc) and in which a price is set out, whether it is determined or to be determined. All proposals made by Ineris make reference to these General Terms of Sale.

II. GENERAL

Except when formally accepted by Ineris in the specific terms and conditions attached to the proposal, no other conditions may take precedence over those set out in these general and specific terms and conditions.

Ineris only makes a commitment by way of submitting a binding proposal set out on its letterhead. The terms and conditions of the proposal apply only during the stated option period.

On condition that the measures required of the customer as described in the proposal are fulfilled (handover of documents, materials or samples / payment of the deposit / access authorizations...), the contract shall only become applicable and binding after Ineris has acknowledged receipt of the customer's order. In the absence of any receipt acknowledgement within twenty one (21) calendar days following order receipt, the contract becomes binding from the time when the order is received. Any change to the services set out, and that is made after the definitive conclusion of the contract requires a written addenda.

Failure to demand, at any time, any application of one or more proposal stipulations in no way represents a relinquishment by Ineris of its rights and in no way impacts the validity of the measures in question.

Any contract accepted by Ineris cannot simply be cancelled, whether in whole or in part, by the customer. No cancellation can be accepted free of charge. The compensation demanded shall not be less than the costs incurred up to the time of cancellation.

The list of parties involved and listed in the contract is mentioned for information purposes only. Ineris can therefore change the parties that it involves, on condition that they have the necessary expertise in order to fulfill the contract.

Research Tax Credit (under French law): it is up to the customer to ensure that the services performed are eligible for this tax credit before including them in the amounts eligible for their Research Tax Credit.

III - LEAD-TIMES AND DATES (HEREINAFTER REFERRED TO AS LEAD-TIMES)

The lead-times set out in the proposal or in the receipt acknowledgement are provided for information purposes only. Delays cannot in any case justify canceling the order or open up a right to compensation for any loss suffered, whether direct or indirect.

Late delivery penalties may only be demanded if there is an express and written agreement between the parties. They may only be applied if Ineris alone is responsible for the delay and if it causes a true loss duly observed by both parties.

Lead-time aspects are suspended should the customer fail to meet their own obligations.

Ineris is by right cleared of any threat of sanction or penalty should cases of force majeure occur as defined by legal precedent (i.e. events that the parties could not reasonably forecast and control at the time when the contract was entered into, due to their external, unforeseen and irresistible aspect) or due to events outside of Ineris' control and which have been brought to the customer's knowledge as soon as they occur, such as: lock-

outs, strike action, transport bans or delays, legally binding changes to working hours or any other cause that leads to full or partial work stoppages affecting Ineris or its suppliers.

IV - PRICE AND TAXES

All services are billed at the price agreed in the definitive contract. This price may however be corrected as a result of the application of legal stipulations that apply to the scope of the contract.

Prices are stipulated as being exclusive of tax.

For services performed outside of France, all taxes (both direct and indirect), duties, levies and charges of any kind, and especially company taxes of profits, taxes on sales, Customs duties, taxes deducted at source by the Revenue Administration of the country in question, are the customer's responsibility, to be paid directly or by refunding any amounts advanced by Ineris or directly deducted from payments made.

All exchange rate related costs or commissions that may be incurred are to be paid by the customer and cannot be deducted from the price paid to Ineris.

V - BILLING AND PAYMENT

Billing takes place in line with the specific stipulations agreed for the contract.

The payment of amounts owing is to be made to head office, net and without discount, in French currency, thirty days end of month from the invoice date:
/ by check made out to Ineris;
/ by bank transfer.

It is expressly stated that should there be any delay in making payments at the dates that are set, the amounts owing shall by right attract interest on the basis of ten times the legal interest rate set in France, and this without impacting the demand that the debt be settled in full. The cost of any sight drafts returned unpaid or any collection costs incurred are always the customer's liability. Any interest owed for late payments is not subject to French Value Added Tax (T.V.A.). In the event of any late payment, the penalties owed are payable along with the principal.

The amounts owed shall become due immediately, regardless of any conditions agreed previously, should the customer sell, set aside as guarantee or pledge to a company, its business or its equipment.

Payments cannot be differed or changed as a result of penalties owed by Ineris. No compensation can be applied as a result of this.

VI - CONFIDENTIALITY

Ineris staff is duty bound to observe total discretion and, as such, forbid themselves from releasing to any third parties any information regarding the results of the services performed by Ineris at the customer's request and without their permission. The same applies to any information made available by the customer and explicitly identified as being confidential.

These measures do not however apply to:

- / information in the public domain;
- / information that Ineris was already aware of;
- / information obtained legally through sources other than the customer.

VII - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Ineris retains full and complete ownership over its diagrams, design work, projects, calculations, processes, handiwork, expertise, patents... whether applied or made available, especially when drawing up the proposal and while performing the services. They cannot be released to third parties nor applied without formal approval from Ineris.

Should the services provided lead to a patentable invention, a specific agreement shall be concluded between Ineris and the customer setting out the ownership of the results. As of now, we agree that the sharing of rights shall take into account the financial and intellectual efforts made by each of the parties.

The reports, minutes or other records issued by Ineris shall become the customer's property as soon as Ineris has received payment in full for the services provided. In this case, Ineris cannot release the report, minutes or other record or reproduce it for use by third parties, without the customer's permission.

VIII - SUBCONTRACTING

Ineris is allowed, under its own responsibility, to call on subcontractors.

IX - TERMINATION

The contract shall be terminated by right should the customer fail to meet their commitments and after this is notified to them by Ineris by recorded delivery letter with receipt acknowledgement and if this situation is not corrected within thirty (30) from receipt of this letter. Notwithstanding any damages and compensation owed, the customer will in this case be held liable for all spending incurred up to the time of termination. If the down payment made exceeds the spending incurred, it will be retained by Ineris as compensation.

X - HYGIENE AND SAFETY

Any work performed by Ineris at the customer's facilities must be performed in line with legally binding stipulations, especially those relating to workplace hygiene and safety, and especially those set out in decree 92.158 dated 20 February 1992 setting out requirements for work performed at a facility by an outside contractor. If the customer has consigned to a specific document any general and specific safety rules to be complied with, it is up to them to send them to Ineris, at least ten (10) days ahead of any work by INERIS at the customer's facility.

XI - RESPONSIBILITY

Customer responsibility

Should they wish to visit the Verneuil en Halatte facility, the customer commits to complying with the general stipulations made by INERIS and, where applicable, any specific instructions, especially should the customer have need to intervene at this facility.

The customer assumes full responsibility for any damage caused to Ineris or to its staff due to provision of insufficient or incorrect information.

Ineris' responsibility

Ineris will produce its report:

- / in line with the information provided by the customer. The reports will mention the references of any documents provided. Ineris cannot take responsibility if the customer provides incorrect or incomplete information. In the same way, Ineris cannot be bound to integrate any new data provided by the customer while services are being provided;
- / on the basis of this information, the objective (scientific or technical) data available as well as applicable law.

Only a report that shows up the validation process in line with its quality assurance rules

is likely to bring Ineris to accept responsibility.

When acting as a service provider, Ineris is bound to provide the necessary resources to perform its work. Furthermore, Ineris' role is limited to being bound to provide advice. As such, the opinion, recommendations, suggestions or equivalent made by Ineris as part of the work that it is entrusted with can only comprise enlightening the applicant, but never taking over their decision power.

Given the mission entrusted to Ineris by the act founding it, Ineris never intervenes in actual decision making. Ineris cannot therefore take responsibility in place of the decision maker.

Ineris cannot accept responsibility for any material and immaterial damage linked to the fulfillment of the service to be provided.

Ineris cannot accept responsibility for any technical difficulties encountered while performing the work, due to unforeseen events that cause danger to the safety of persons and property.

Ineris cannot be held responsible for any incorrect interpretations that may be made of its report and/or of any failure to apply recommendations that may have been made in it.

Consequently, the end user shall use the results included in the report in full or at least objectively. Any use in the form of excerpts or summary memos will be performed under the full responsibility of the end user. The same applies to any modification made to it.

Ineris declines all liability for any use of the report outside of the scope of the initial service contract.

In all cases, if Ineris was to be held responsible in the context of the provision of its services, the amounts of any compensation, damages and interest paid cannot in any case exceed the price set in the contract and in any case shall remain within the limit of the coverage provided by the civil liability insurance policy coverage taken out by Ineris.

XII - DISPUTES

Any dispute that may arise is subject to the terms of French law.

In any dispute that relating to its services, the Courts of Senlis (Oise/France) alone shall be considered competent to hear the matter, and this regardless of the terms of purchase and form of payment accepted, even if called in to guarantee another party or if there are multiple defendants.

This present general contractual terms written in English are for information only. The French version shall prevail over any translation that may be made.