

N°1001

## GENERAL CONDITIONS APPLICABLE TO SALE CONTRACTS

### 1. PURPOSE OF THE CONTRACT

The purpose of the sales contract is the acquisition of equipment agreed in the contract which is the basic recognition of debt within the meaning of Article 82 LP for the amount of the sale price.

### 2. MAINTENANCE

See maintenance terms (overleaf)

### 3. PRICE AND PAYMENT

The sale price excluding TVA. All parts for receivables are payable net within ten days from the invoice date. After this period interest at 7% is payable. The buyer credit to a third parties resulting from a possible unauthorized disposal of the purchased goods will pass Axius SA. In case of seizure or any other violation of the rights of Axius SA from a third party, the purchaser will be required to report the retention of title and bring promptly and in writing the event corresponding to the knowledge of Axius SA.

### 3. bis PRIVATE RESERVE

Assets acquired are owned by Axius SA until fully paid. The retention of title will be saved by Axius SA register to reserve the property at its request of his hand, the present worth of the registration approval pact reservation of title in the register pacts subject property.

### 4. Delivery, Transportation, Installation

Delivery will be made if possible within the desired time of the purchaser, the date in question is indicative only. However, delays will not entitle the buyer to terminated nor compensation. Delivery charges and removal are responsibility of the buyer. The installation and initial training of operators are invoiced and payable in addition to the sale price. The buyer will be responsible for the preinstallation of the equipment (electrical connections, air conditioning may be necessary, etc.).

### 5. DELIVERY TAKES

#### 5.1 Equipment without logical of exploitation

Individual equipment will be considered as accepted by the buyer as soon as the delivery has been made in full. If used it will be considered as accepted.

#### 5.2 Systems with exploitation logical

Systems will be considered as accepted by the buyer as soon as the delivery has been completed in full and all the essential features operate in accordance with specifications. Unless otherwise agreed, the connection of the contract to third party systems will be the responsibility of the customer and in addition to selling price. If used it will be considered as accepted.

#### 5.3 Claims for defects

If at the time of taking delivery the defects are not too serious to affect the functionality and / or the operation of the system provided by Axius SA, these must be detected, the system will be considered accepted without entitling the buyer to reduction of price, but subjecting to repair.

### 6. WARRANTY

The warranty does not cover repairs requiring used, maintenance (not included in the eventual contract) and cleaning as the result of the use of the equipment.

Guarantee for appliances sold under maintenance contract: The standard warranty is given for a period equal to the duration of the maintenance contract in the basic contract.

Guarantee for appliances sold without maintenance contract: The warranty for equipment sold without a maintenance agreement is strictly limited to the warranty provider by Axius SA, the purchaser expressly agreeing in particular the fact that this warranty is limited in time, more than three weeks depending on the supplier. The purchaser hereby accepts this limitation of liability warranty time which derogates from the statutory provisions.

### 7. DISCLAIMER

Axius SA assumes no responsibility for damages caused to third parties or consequential damages, loss of data, loss of profits, closing, etc. The buyer declares with his signature, accept and understand the meaning and scope of this disclaimer that derogates law.

### 8. RE-EXPORT

Re-export of the goods purchased are subject to administrative restrictions. Before any re-export, must seek the written consent of Axius SA.

### 9. WRITTEN FORM

Any modification and supplements to this contract require written form.

### 10. EXTENSION OF THE JURISDICTION CLAUSE

For any dispute arising from this contract, the parties will make choice the jurisdiction before the courts in the seat of Axius SA, namely before the courts of Sion (Valais).

....., then .....  
Place and date

Axius SA

The contract holder

## GENERAL CONDITION APPLICABLE TO MAINTANCE CONTRACTS

### 1. PURPOSE OF THE CONTRACT

These conditions apply to all services offered by Xerox, for customers of Axius. The maintenance contract is required if you have a lease contract.

### 2. DURATION OF THE CONTRACT

This service contract is terminated for a period of 1-5 years depending on the maintenance contract. When the contract ends, the same is renewed automatically from year to year for a duration of one year, unless you want to cancel the contract, it must be by registered letter, of one of the two parties, and this has to be in the last three months before the end of the maintenance contract.

### 3. MAINTENANCE OF EQUIPMENT

#### 3.1 The fee covers :

- Repair and preventive maintenance
- Repair or replacement of all components and maintenance that has become impossible for ordinary usury.
- Support from a helpline
- The provision of convenience goods necessary to the standard operation (with the exception of paper, staples and other print media).

#### 3.2 Are not covered by the fees page:

All other work and all other interventions not specifically mentioned in section 3.1 is including:

- Maintenance work performed outside in normal hours of availability (office hours) Axius SA work
- Special consummation products
- The exchange of reprographic units, clips, etc. and their delivery to specific models.
- Repair of damage to the object of the contract caused by misuse, mishandling or other actions which Axius SA or Axius Services is not responsible, such as damage caused by forces of nature, acts of third parties, the use of consumer products inappropriate, unsuitable site changes, etc..
- The initial training of the operators, the number of people, length of training and the place being fixed separately. Training can also make the delivery of material information.
- Tasks in accordance with instructions, has to be executed by trained operators by Axius SA
- The general cleaning work has to be performed in accordance with the manual
- The computer crashes, software updates and relocations or reinstatements.

### 4. AVAILABILITY OF MAINTENANCE SERVICES

Unless otherwise agreed, Axius SA or Axius Services SA, will provide maintenance services in accordance with the following schedule:

Normal availability: Monday to Friday, 8:00 am to 17:00 pm  
Special availability: availability extendable after special agreement.

### 5. VOLUME ADJUSTMENT OF COPIES

A copy volume adjustment is possible every twelve months from the date of departure of the maintenance contract.

### 6. REMUNERATION / PAYMENT CONDITIONS

6.1 The basic fee and / or minimum rights are paid in advance according to accounting periods specified in copies of additional maintenance contracts or printing costs will be charged later.

6.2 Pages that exceed the agreed minimum volume within the volume of services are charged at a fixed price per page previously agreed.

6.3 In the case that the volume included agreed is not reached, no credit would be accepted, a compensation of volumes between different maintenance contracts would not be possible.

6.4 The client intends to transmit once a year to Axius SA the statement page of the counter in a time of 30 days after demand. If the counter statement is not transmitted, Axius establishes an invoice based on an estimate of the client consummation. The information gathered at the time of the technical interventions and toner orders underlies the estimation.

6.5 Billing is made by Axius SA or Axius Services SA. All invoices will be paid net and without discount within ten days from their date of creation, an interest at 7% is due at that date. Axius SA or Axius Services SA may require payment of bills directly by debit.

### 7. PRICES AND TAXES

Each year, Axius SA or Axius Services SA may adjust the fixed prices according to increases in costs (suppliers, energy, transport, etc.). The adjustment will be applied automatically below a 15% increase.

7.1 All prices indicated in the price list of Axius SA or Axius Services SA are not binding. They may be modified at any time following variations in exchange rates and modified cost prices, as well as due to a change in customs or tax legislation.

7.2 All prices quoted, transport and shipping costs as well as advance recycling tax (TAR) are always exclusive of applicable value added tax (VAT).

7.3 In the presence of a difference of more than 15% concerning at least one determining variable for the calculation of the click price (coverage rate, volume of impression, quantity of A3) occurring during the duration of the contract, Axius SA or Axius Services SA may adjust the click prices.

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