

GENERAL SALES TERMS and CONDITIONS

1. APPLICATION of general terms of sales

The general terms and conditions of sales below are applicable to the full range of products sold by TBS INTERNET. These terms are fully applicable for any contract signed between TBS INTERNET and its clients/buyers in France or abroad, whatever the delivery location. No derogation to the general terms of sales will be accepted without prior and express approval by TBS INTERNET. Any condition in contradiction with the following terms of sales asserted by the buyer under its general terms of purchase or any other document, will be non-invokable to TBS INTERNET, whenever the documents are brought to our knowledge. These general terms of sales constitute an essential element in the agreement to conclude with TBS INTERNET. TBS INTERNET intends to maintain its terms of sales as long as possible. Nevertheless, TBS INTERNET reserves the right to undertake at all times, without notice, the modifications shown in these general terms of sales.

2. PURPOSE

TBS INTERNET is an SSL certificate aggregator, publisher of technical databases and technical knowledge, and a consulting company. TBS INTERNET sells its products mainly to customers who master computer resources or to computer professionals (IT consulting companies, hosting companies, computer developers, IT departments). The client has the exclusive responsibility to have recourse to internal expertise or to a third party selected to: elaborate a scope statement (basics specifications), choose the hardware and the appropriate software related to their technical specifications, to proceed to the necessary tests, etc. The client/buyer considers himself qualified enough to use TBS INTERNET services. The sole and unique obligation for TBS INTERNET, expressly recognized and approved by its clients, is to provide the delivery of the software product(s) ordered and commercialized by TBS INTERNET. Under no circumstances TBS INTERNET is obliged to deliver a service or a product which is not listed in its catalog, except otherwise signed in a convention.

3. ORDERS and EXECUTION

Any order placed with a deferred payment option becomes firm as soon as a purchase order or other order confirmation is received by TBS INTERNET. Orders placed with upfront payment (Credit Card, Check, money transfer) become definite when we receive the payment. In the case of an unavailable product due to stock shortage or removal from the catalog, a global order can not be canceled and no compensation can be claimed from TBS INTERNET.

4. PRICING

Products are provided at the price derived from TBS INTERNET's current pricing at ordering time. Prices are meant from products in our stock. VAT and additional taxes will be charged in addition. All prices are subject to change without notice and may change according to discounts applicable on order's reception date. Discount's terms and conditions will be provided to the customer upon request.

5. CREDIT and payment terms

5.1 Payment terms

Unless otherwise specified in writing, payment is due upfront in regards of the specific nature of the products sold by TBS INTERNET. Orders placed by government services or key accounts will be accepted after a valid purchase order has been received. Deferred payment will induce additional fees appearing on the quotation given to the client. Upon our quotation approval, the payment will be due on the date displayed on the invoice. This date is computed from the day the invoice is issued except for government services for which the delivery date is the start of the payment delay. No discount will be granted if the payment is made early. Invoices are payable by check, bank transfer or credit card to TBS INTERNET's headquarters, and the payment must be cleared on the due date.

5.2 Late payment

If payment is not received in full when due, we reserve the right to enforce the statutory provisions laid down in the Late Payment of Commercial Debts (Interest) Act 1998 and

supporting regulations (as amended), an indemnity calculated on the basis of the interest rate applied by ECB (European Central Bank) from its latest refinancing operation increased by 10 points of percentage, plus applicable VAT. TBS INTERNET will demand the immediate payment of all invoices not yet due. Late payment penalty are due without prior notice. Late payment could cause the suspension of ongoing orders and/or deliveries and the cancellation of the delayed payment option as mentioned above. Goods may also be reclaimed as stated in Article 10 (Title Retention Clause).

6. DELIVERY TERMS

6.1 General Terms

The delivery occurs at the moment the product is collected by the buyer at TBS INTERNET's office or by the road haulage company or once the delivery email is sent. The buyer must check that the product is properly functional within 7 business days after delivery.

6.2 Issuance delivery and delivery times

We place great importance on a fast and reliable delivery, however note that delivery times are estimates only and TBS INTERNET shall not be liable for delays. The issuance delivery suggested by TBS INTERNET is for reference only, based on the average issuance time.

No compensation will be granted to the buyer in case of delay, and an order can not be canceled without TBS INTERNET's approval, unless otherwise specified in writing by TBS INTERNET.

In case of stock shortage of one or more ordered product(s) TBS INTERNET will partially deliver the goods available.

The unitary order cancellation is still possible as long as the SSL certificate is not issued. If a cancellation is requested after the vetting process started, 90% of the price will be refunded.

6.3 RISK TRANSMISSION

Risks transfer occurs the day of the delivery as defined above (see 6.1).

Consequently, the moment the products are out of TBS INTERNET's offices, products are placed under the clients/buyers' responsibility and he will support all the risks regarding loss or damages and take the necessary coverage.

6.4 Delivery Fees

Delivery fees are defined in a separate price list by TBS INTERNET available on the buyers' request.

6.5 Product reception

Without prejudice to disposal towards the shipping company in application of the article L.133-3 of Commercial Law, any problem or rejection the day of delivery by the client or buyer concerning the product for damage, lack, or non-compliance of the delivered product shown on the dispatching slip must be specified in writing, with details, on the delivery slip and on the shipping note.

It is the client's responsibility to bring the justifications about the observed damages.

Regarding software, any problem or rejection has to be made in writing within the 7-day period. After this period the software will be considered compliant to the order and to the specifications announced.

7. GOODS RETURNS

No goods return will be accepted unless prior and specific approval in writing from TBS INTERNET. The buyer will inform TBS INTERNET about the claim request within a maximum of 7 business days after delivery.

The buyer will return the product with packaging and user guides at its own expenses along with a copy of the delivery order and the return number.

No returned software will be accepted if the envelop containing the product is unsealed, or if the product is damaged. No return will be accepted for products which required specific orders or custom-built orders requested to the manufacturer or software publisher unless prior written agreement from TBS INTERNET

8. GUARANTEE CONDITIONS

TBS INTERNET reminds that when acting as a reseller, TBS INTERNET is the intermediary between the manufacturer/software publisher and the buyer. Consequently, products sold by TBS INTERNET are guaranteed in the conditions determined by the manufacturer/software publisher and are

provided upon request.

To benefit from this guarantee, the buyer will immediately inform the customer support department by all written means, of the alleged disorders. TBS INTERNET shall not be under any liability for intangible damages (including liability for negligence) such as any loss or damage production, business interruption, missed opportunity, data loss, financial or trade loss or others that would be the consequence (direct or indirect) of damages sustained following the use or failure of the delivered goods.

9. EXEMPTION and LIABILITY LIMITATION

On express agreement between the two parties, TBS INTERNET is subject - in accordance to the clause presented - to an obligation of means. In any case TBS INTERNET shall not be under any liability to (a) indirect or intangible damages, (b) damages regarding a delivery delay, lack or failure, (c) damages linked to noncompliance due to the buyers needs, (d) or damages due to independent cause of TBS INTERNET's will.

10. TITLE-RETENTION CLAUSE

TBS INTERNET retains the property of the products sold until the payment is fully effective in principal and accessories.

Failing to make full payment of the products in principal and interests, TBS INTERNET will, at any time, take the products back from the buyer/client. Regarding digital certificates, they will be revoked without any compensation, interest or replacement.

TBS INTERNET will be able to take back the unpaid goods from the middle man (sub-contractors) between TBS INTERNET or require the direct payment from them.

Payment can not be constituted - under the terms in the above clause - by handing in a title/document attesting the payment will be honored (draft, bill or others). The lack of payment of any term may lead to a claim for the goods. Until full payment of the price, the buyer may not pawn the goods nor exchange them nor transfer their property to serve as a guarantee.

This title-retention clause, does not obstruct the client risk transfer documented in section 6.3. The client agrees to take care and hold the products and insure them appropriately.

Delivered products not fully paid will be individualized and will not be mixed with other products. In case the goods were ceased to a third party, the claim right will be made on the collected price paid by the third party.

A collective claim to the clients' benefit shall not prevent TBS INTERNET from claiming the products. In such a situation the buyer commits to actively participate to establish an inventory of the goods found in the stocks and which ownership is claimed by TBS INTERNET.

Failing to do so, TBS INTERNET may ask a public notary to establish the inventory, at the client's expense.

In case of partial payment, this last payment will be imputed on the most recent late payment charges, interests and debts.

11. LANGUAGE

The material/equipment sold by TBS INTERNET, and more particularly the software and programs, are distributed in English or French or other languages according to the manufacturer's availability. No claim may be raised against TBS INTERNET for that matter.

12. DATA PROTECTION LAW

Data stored in our IT system are exclusively used for internal purposes. The client/buyer has a right to access, modify or cancel compulsory or optional data filled in online forms. These data may be transferred to a SSL manufacturer located outside the European Union. To exercise your rights, please write to: cnil@tbs-internet.com (CNIL: French data protection Watchdog)

12. JURISDICTION and APPLICABLE LAW

Sales contracts with buyers are ruled by french laws. Any litigation/disputation related to the sales that takes place with the clients/buyers, even in the case of guarantee recourse or plurality of defendants, would be filed -in case of no mutual agreement - under the exclusive competence of the Court of Commerce of Caen.