

**XIRING**  
**STANDARD TERMS AND CONDITIONS OF SALE FOR THE**  
**“TEO BY XIRING” OFFER MARKETED THROUGH E-COMMERCE**  
**Date: 4<sup>th</sup> November 2006 – Version 1.0**

## **1. PURPOSE**

Unless expressly agreed otherwise in writing, these standard terms and conditions of sale will be automatically concluded between XIRING (an incorporated company based in Suresnes – France) and any private individual or legal entity herein referred to as the “purchaser” or “customer” wishing to purchase the products and services relating to the “Teo by XIRING” offer from XIRING, via on-line purchasing sites known as “e-commerce” sites.

## **2. DESCRIPTION OF “TEO BY XIRING” OFFER MARKETED THROUGH E-COMMERCE**

The “Teo by XIRING” offer (the “Offer”) enables customers to purchase smart card readers (the “Products”) via an e-commerce site. The exact description of the products is given on the e-commerce site ([www.teobyxiring.com](http://www.teobyxiring.com)).

The e-commerce site is in English. The Purchaser agrees that all information and exchanges will take place in English. XIRING may agree to communicate in another language if it so wishes but is under no obligation to do so.

The purchasing process for the Offer consists of two compulsory phases:

- 1<sup>st</sup> phase: The Customer buys a Trial Kit corresponding to a single reader in order to check that the product operates in the Customer’s own technical environment. Trial kits are sold singly, i.e. one trial kit per order.
- 2<sup>nd</sup> phase: Once the previous phase has been achieved (i.e. the product is considered as working in the Customer environment), the Customer can then purchase the products in multiples of 20 (twenty) which is the basic sales unit (the products are packaged individually in packs of 20). The Customer can purchase one or several packs of 20 smart card readers on the e-commerce site. The quantities (i.e. number of packs) available per order are indicated on the site.

The Offer does not include the possibility of purchasing one or several packs of 20 products without ordering a trial kit first. This applies to all new customer accounts created on the e-commerce site (each customer account has an ID and password which provide access to the various services on the e-commerce site, including the Offer, after identification of the Customer).

XIRING reserves the right to change the standard terms and conditions of sale without notice. The valid terms and conditions of the Offer are those indicated on the e-commerce site at the time of ordering.

XIRING also wishes to inform customers that fraud prevention measures have been implemented, particularly in relation to the number of products that can be ordered over a given period of time (basically, one order per week per Customer is allowed). These measures, aimed at protecting the interests of XIRING against fraud in order to keep the Offer attractive for all customers, can be changed without notice and without publicity of any sort.

The Products are designed to operate exclusively in the technical environments specified on the e-commerce site (at present, “PC-Windows 2000” and “PC-Windows XP”). In addition to the Offer, a technical support service is proposed, for normal use in the technical environments indicated only. XIRING does not have any obligation to provide support of any kind for any other use or any other environment than those expressly indicated on the e-commerce site, in the descriptive section.

The technical support offer only covers the Products; it is not included in the sales price of the Products and is invoiced separately (pay-per-use invoicing) through purchase of the “help tokens” indicated on the e-commerce site.

All orders and all exchanges concerning the after-sales service and technical support will take place exclusively through the relevant section of the e-commerce site. Unless expressly agreed upon beforehand by XIRING, XIRING will not process any request or order received through any means other than the e-commerce site, i.e. by telephone, fax, mail or any other means of communication.

## **3. PRICES – METHODS OF PAYMENT**

The prices are those in force on the date on which the customer makes the order. The price is made up of several items which cannot be dissociated from each other. The amount charged for the Product order consists of the following:

- The price of the products. Calculated by multiplying the unit price of the product by the quantity ordered.
- The cost of processing the order. A fixed amount which is independent of the quantity ordered.
- The shipping, transport and delivery costs. Calculated according to the destination and the quantity ordered.

All prices are firm and not revisable.

To respect the international laws in force, the prices will be indicated excluding VAT. The VAT, or any other applicable tax, will be calculated when drawing up the final order, which is submitted to the purchaser for approval before the final stage of payment and is based on the information provided by the purchaser. The total amount mentioned in the invoice must be fully paid in one installment using the process indicated at the end of the order.

The accepted methods of payment are those proposed at the time of validation of the order and can vary according to the destination. The purchaser selects the method of payment from among those proposed and accepts it unreservedly.

Payment is in cash at the time of order.

Any taxes and duties relating to importation into a particular country are the responsibility of the purchaser. According to standard procedure, customs clearance will be handled by the carrier who will directly invoice the purchaser afterwards. At present, the stocks are located in the European Union, meaning that any order shipped to a country outside of the EU may need to follow an importation procedure. XIRING recommends to the Customer to check importation procedures in his country before ordering.

#### **4. TERM OF AGREEMENT**

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These standard terms and conditions of sale are applicable from the date of validation of the order by the Customer up until the end of the warranty period for the purchased products.

The Seller reserves the right to change its standard terms and conditions of sale at any time and without notice.

The applicable terms and conditions of sale are those in force at the time of ordering by the Purchaser and can be freely consulted and downloaded on the e-commerce site.

#### **5. ORDERING PROCESS**

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All orders are made exclusively by the purchaser on the e-commerce site via an electronic ordering process implemented and operated by XIRING (or under XIRING control by a sub-contractor). These orders are named "e-commerce orders" in the following.

Sending an email to XIRING directly or by means of a contact form on an XIRING website does not constitute an "e-commerce" order.

The XIRING electronic processes can be accessed on [www.teobyxiring.com](http://www.teobyxiring.com).

#### **6. VALIDITY OF ELECTRONIC EXCHANGES**

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XIRING and the Purchaser hereby agree that the electronic exchanges that will take place between them will constitute legal proof. Any automatic messages sent by XIRING's websites will have a non-contractual, informative character only.

#### **7. INFORMATION AND DATA**

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The information provided by the purchaser at the time of the order shall be binding. In the event of an error, XIRING may not be held liable for the consequences thereof, and for difficulties in delivering the products in particular. When the said error is the reason for a delivery delay or error, all expenses incurred by XIRING for reshipment of the order will be borne entirely by the Purchaser.

#### **8. GEOGRAPHIC AREA**

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The products proposed by XIRING are valid for certain countries only, in relation to both invoicing and delivery. A list is given on the e-commerce site indicating countries for which orders can be processed. Orders concerning countries in which the Products are not marketed will be refused.

#### **9. CONCLUSION OF SALES AGREEMENT**

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For e-commerce orders, the sales agreement is concluded by explicit acceptance of these standard terms and conditions after the customer's initial click, followed by a second click to validate the offer displayed, and is only deemed to be complete after receipt of payment (for an amount corresponding to the total invoice amount). In the case of electronic payment, validity of the payment means used by the customer and acknowledged by the active payment operator on the day of the order is proof of receipt of payment.

XIRING recommends that the Purchaser should keep all documents relating to the order up until the end of performance thereof and termination of the warranty period for the purchased products.

#### **10. ACKNOWLEDGEMENT OF RECEIPT OF ORDER**

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XIRING will send an acknowledgement of receipt of the order as soon as possible and, at the latest, within fifteen days of receipt of the order and the corresponding payment (as an indication, usually, this acknowledgement is sent in less than two working days). The said acknowledgement of receipt is deemed to constitute acceptance by XIRING of the customer's order. The order will therefore only become effective on the date on which acknowledgement of receipt is sent and XIRING receives all the documents



and information required to process the order (including payment). The e-commerce site offers an order tracking service in the customer's personal space.

## **11. SECURITY**

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XIRING's e-commerce site uses a secure payment system proposed either by Ogone ([www.ogone.com](http://www.ogone.com)) or another service provider, using the Secure Socket Layer technology to encrypt the purchaser's bank details.

The login codes (user ID and password) provided by XIRING to its purchasers so that they can access the on-line services on its websites are exclusive and non-transferable. XIRING is entitled to suspend the privileges afforded by the login codes without notice.

Orders passed by means of the interactive functions available to the Purchaser via the login codes are presumed to be passed by the purchaser. In the case of loss, theft or disclosure, the Purchaser must immediately regenerate the account via the function that enables Customers who lose their password to generate another password. If this is impossible, the Purchaser must immediately request to XIRING the suspension of the codes by means of the contact form on the e-commerce site concerned.

It is understood that security measures are aimed at protecting the interests of both XIRING and the purchaser. However, XIRING (either directly or through its sub-contractors) only has a best-efforts obligation to implement appropriate means in relation to the risks involved and the state-of-the-art technology, and not an obligation to achieve a particular result.

## **12. DELIVERY**

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The products proposed by XIRING can be delivered only to the countries selected by XIRING (see § Geographic area). Orders for countries in which its products are not marketed will be automatically rejected by XIRING.

Deliveries are free of charge, to a single destination expressly agreed upon beforehand, and in a single delivery. The delivery times are given by way of information only.

In the case of a stock shortage, online sale of the product on the e-commerce site will be suspended. Except in exceptional circumstances, if the online sale is accessible, it means that product stocks are sufficient to fill the order.

The type of transport and related costs are indicated on the e-commerce site, and are an integral part of the offer. The Purchaser accepts the conditions unreservedly at the time of conclusion of the sales agreement. XIRING reserves the right to cancel an order if the delivery conditions are too difficult for the deliverer to carry out the delivery. The deliverer is not required under any circumstances to deliver the goods above ground floor level or to install them.

The delivery is deemed to be carried out on the date of first presentation of the order at the address indicated therein.

The Customer must check that the goods have not been damaged during transport. If there is a visible defect, the Customer can either accept or refuse the goods. In either case, the Customer must indicate the visible defects on the delivery slip and inform XIRING within three days via the after-sales support section of the XIRING website on which the order was made, which will acknowledge receipt thereof.

## **13. CLAIMS - RETURNS**

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All claims concerning the state of repair of the products delivered or the delivery itself must be received within eight days of receipt of the goods. All returns must be the subject of prior approval by XIRING who will indicate the procedure to be followed. The goods must be returned in their original packaging, in good repair, at the expense of the Customer. In the event of acceptance of the return, XIRING may freely choose to replace or repair the parts recognized as being defective or issue a credit note corresponding to the value of the goods returned.

## **14. CANCELLATION OF ORDER**

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The e-commerce sales model proposed does not allow for cancellation of a complete order by the purchaser (i.e. once the final stage of payment has been achieved).

## **15. WARRANTY**

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XIRING warrants its products against all manufacturing defects for a period of 12 months from the date of delivery. The warranty will not apply if the defect is due to (i) improper use, (ii) inappropriate storage or transport conditions or (iii) an error on the part of the user.

Except as stated otherwise in this article, XIRING does not give any implicit or explicit guarantee of the suitability of the products for the customer's or purchaser's needs. The purchasing method proposed enables the Customer to evaluate whether the Product is suitable for the Customer's environment via the Trial Kit, before ordering a larger quantity, thus limiting the Customer initial investment to evaluate the product.

Any "after sales service" requests must be sent through the corresponding section of the e-commerce site.

## 16. INDUSTRIAL AND INTELLECTUAL OWNERSHIP

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XIRING shall retain intellectual and industrial ownership of all studies and designs relating to the products, including software development.

XIRING cannot guarantee that the products do not infringe upon the rights of any third parties. In the case of an action for infringement of patent against the Customer, the Customer must immediately inform XIRING and give XIRING full rights to assist the Customer in the defense procedure.

## 17. OWNERSHIP RESERVE

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Ownership of the goods shall not pass to the purchaser until the complete price, together with any incidental expenses and taxes, has been fully paid.

The e-commerce sales method includes explicit transfer of ownership as soon as the following two conditions have been fulfilled:

1. The purchaser's order is complete and the invoice has been fully paid.
2. XIRING has validated the order and ordered logistic processing and delivery.

## 18. PERSONAL DATA, DATA PROCESSING AND INDIVIDUAL LIBERTIES

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Registration and processing of the orders requires the collection and processing of personal data provided by the purchasers. The purchasers have a right to withdrawal and verification that can be exercised in relation to XIRING directly on the website on which the order was passed, using the ID and password provided by XIRING.

XIRING's e-commerce sites can use cookies. The data concerned are not collected for any other purpose than to save users from having to key in the same data each time they use the e-commerce site concerned.

The data collected are confidential and XIRING guarantees that it will not sell or use the data for any other purpose than that of processing orders or doing business with its clientele.

## 19. LIMITATION OF LIABILITY

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Under no circumstances can XIRING's liability for damages exceed the price of the products delivered.

In particular, XIRING does not warrant that its products are free of flaws or hidden bugs. XIRING shall use every reasonable means to ensure that the products operate according to current practices and the state-of-the-art of the technologies involved.

## 20. JURISDICTION

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Failing settlement out of court, in the event of dispute or litigation, any dispute as to the interpretation or performance of the agreement will be submitted to the competent Nanterre courts in France, to which the parties hereby accord jurisdiction.

<p style="text-align: center;"><b>XIRING</b> River Seine - 25 Quai Gallieni 92158 Suresnes Cedex - FRANCE</p>
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