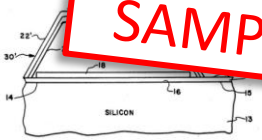
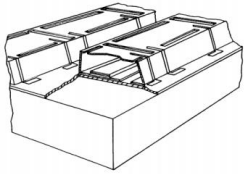
REPORT SAMPLE



US5286976

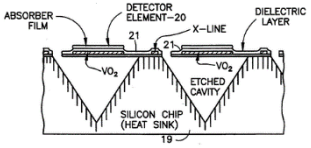


US5300915

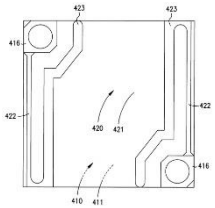
Honeywell Microbolometer

Patent Portfolio Analysis

Honeywell



US5450053



WO200255973

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IP and Technology Intelligence

2405 route des Dolines, 06902 Sophia Antipolis, France
Tel: +33 489 89 16 20
Web: http://www.knowmade.com

TABLE OF CONTENTS

REPORT SAMPLE

INTRODUCTION
Methodology

Topic of the research
Patent analysis on Honeywell portfolio in the field of microbolometers in thermal imaging applications.

Patent database
The data was extracted from the Questel IP portal www.orbit.com (FamPat patent database). The FamPat database provides more than 80 million patent documents (90+ offices) grouped in invention-based families .

Search strategy
The search for patents was performed in May 2015, hence patents published after this date will not be available in this report. The patent selection was done both automatically and manually (search strategy detailed in next slide).

Data analysis
The quantitative analysis of data was performed using Questel IP Business Intelligence software.

Segmentation
The patents were manually categorized using keyword analysis of patent title, abstract and claims, in conjunction with expert review of the object of inventions.

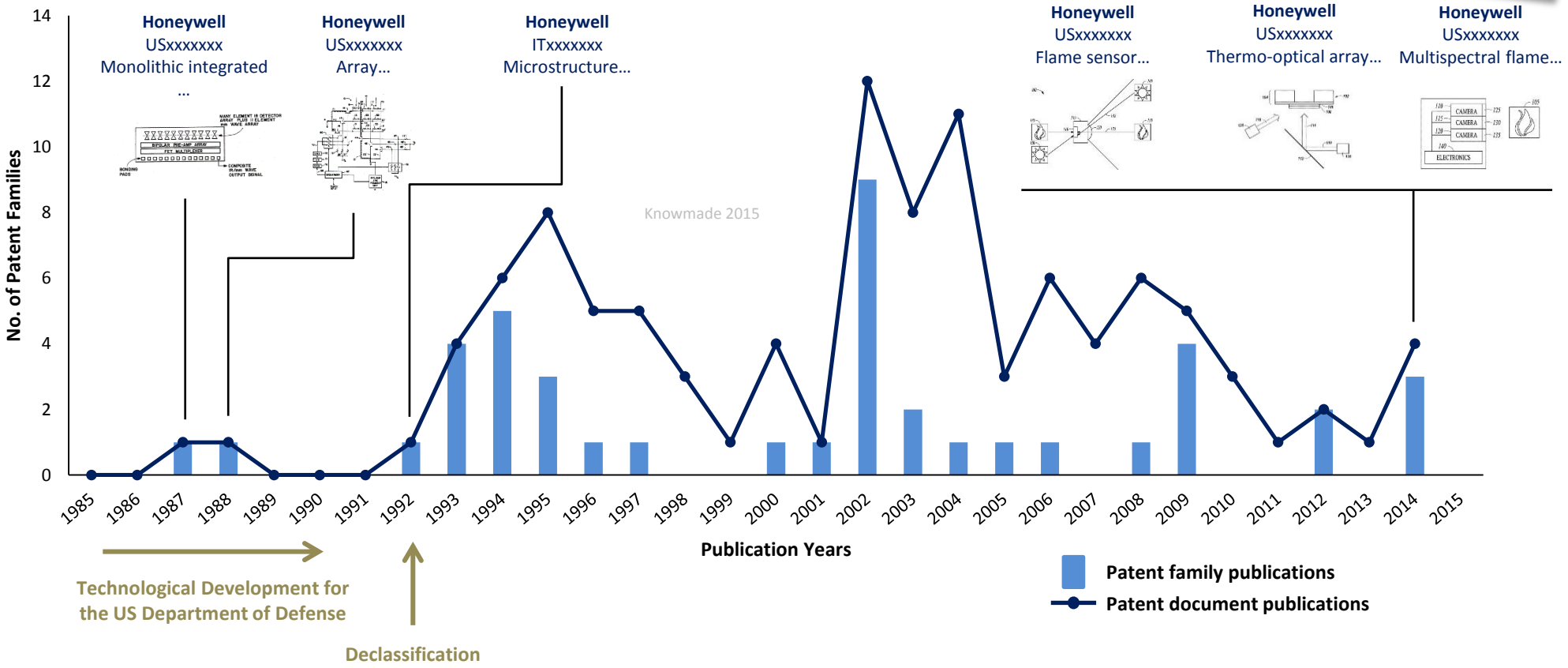
INTRODUCTION
Search Strategy

	Step	Search Equation	Selected Patent Families
Patents related to Microbolometer and owned by Honeywell	Step 1	(XXX OR XXX OR XXX OR XXX OR XXX OR XXX)/BI/CLMS AND HONEYWELL/PA.FLD	>50
Manual Selection	Step 2	Manual Selection (microbolometer for thermal imaging applications)	**43**

- + Truncation replacing any number of characters
- ? Truncation replacing zero or one character
- # Truncation replacing one character
- _ Truncation for word that may have a space (ex: semiconductor, semi conductor)
- OR Finds references containing at least one of the words
- AND Finds references containing all words
- S Finds references containing the terms in the same sentence
- nD Finds references containing adjacent terms, regardless of the order, and may be separated by a maximum of n words
- nW Finds references containing adjacent terms, in the order specified, and may be separated by a maximum of n words
- ( ) Parentheses are necessary to combine different operators
- /TI/OTI Search in Title
- /BI Search in Title and Abstract
- /CLMS Search in Claims
- /DESC/ODES Search in Description
- /PA.FLD Search in Patent Assignees
- /IC Search in International Patent Classification (IPC)

IP OVERVIEW

Time Evolution of Patent Publications



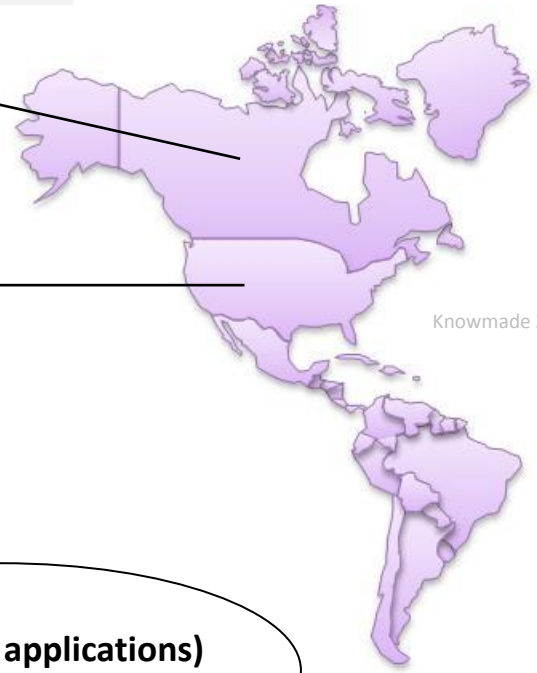
Note: The patent search was done in May 2015, the data corresponding to the year 2015 are not complete here. At the time of the patent search, no patent family had been published in 2015.

Honeywell started the development of microbolometers in the late 70's. However, this uncooled infrared sensor technology was classified by a contract with the US Department of Defense. The technology was unclassified in 1992. As a result, only 2 patent families were published before 1992. Most patent families were published in the mid-90's and early 2000's, with a peak in 2002. To this date, Honeywell has **published more than XX patent families**, representing more than **XX patent documents**, related to microbolometers and their use in thermal imaging.

IP OVERVIEW

Mapping of Patent Publications

Number of **patent families** containing at least one patent published in the corresponding country.



CANADA
9 patent families

USA
xx patent families

WORLD (PCT applications)
21 patent families

EUROPE
xx patent families (mainly XX, XX, XX)

KOREA
5 patent families

JAPAN
xx patent families

CHINA
xx patent families

TAIWAN
4 patent families

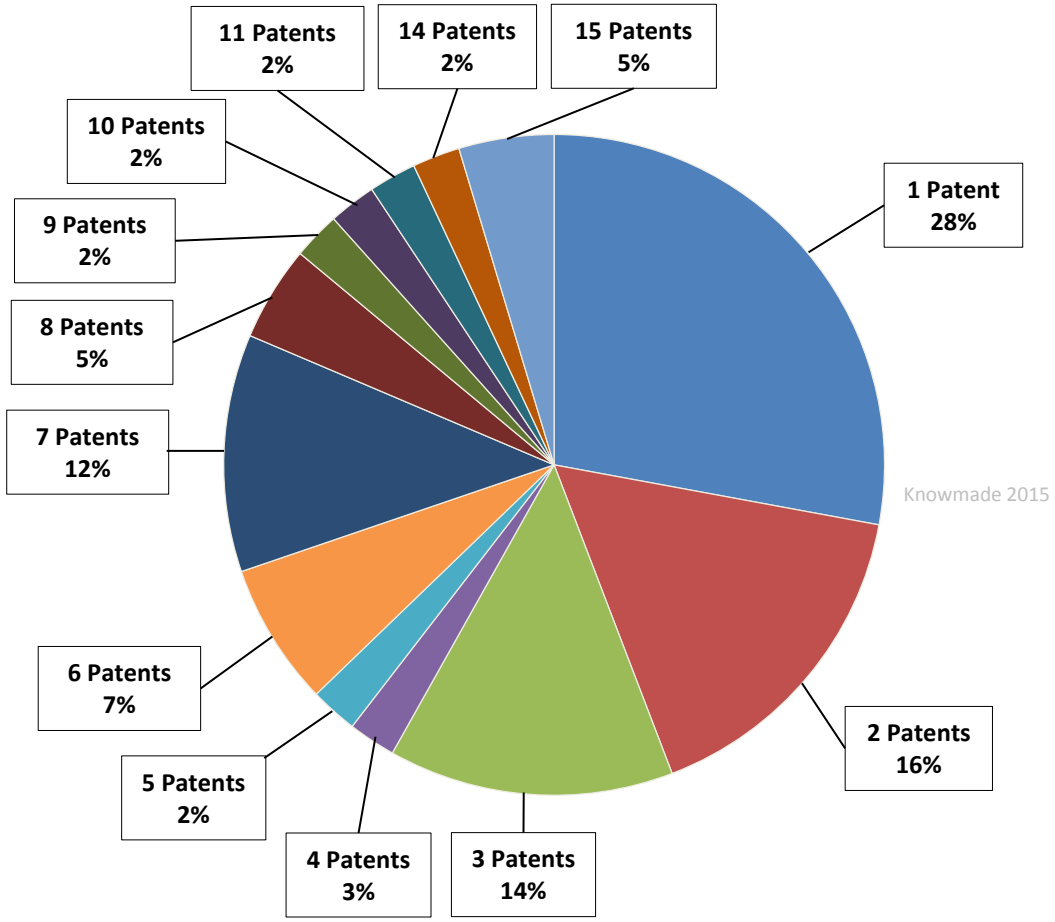
ISRAEL
5 patent families

AUSTRALIA
5 patent families

Honeywell has a **worldwide strategy** and publishes its patents regarding microbolometer technology in North America, Europe and Asia. Especially, patents are published in the **USA**, **Japan**, **XXX**, **XXX** and **XXX**.

IP OVERVIEW

Size of Patent Families



A patent family is a set of either patent applications or publications taken in multiple countries to protect a single invention by a common inventor(s) and then patented in more than one country. A first application is made in one country (priority country) and is then extended to other offices. A patent family can also includes several patents disclosing technologically close inventions and filed in the same country.

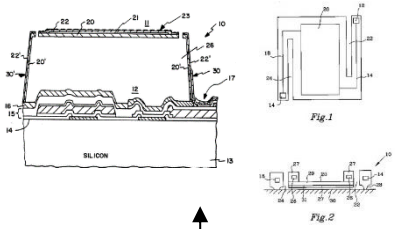
Many inventions result in multiple filings, usually in multiple offices. Honeywell filed about 70% of its microbolometer patent families in 2 or more patent offices, and 11% in 10 or more offices.

IP OVERVIEW

Technical Issues

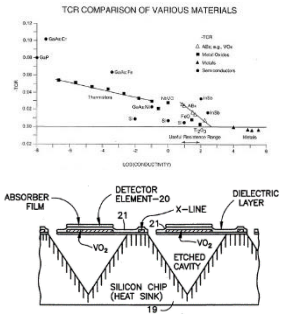
Design

Design of microbolometer structure



Fabrication

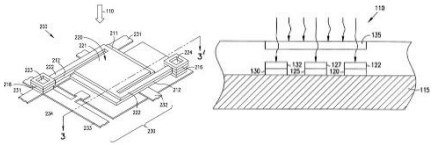
Fabrication methods and materials used for fabrication



Detector

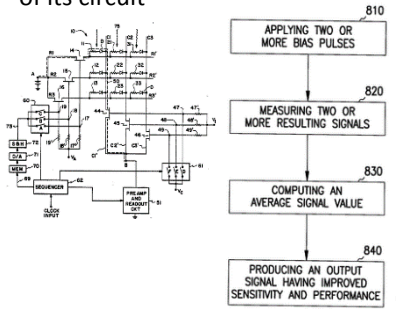
Other

Other microbolometer component issues (packaging, …)



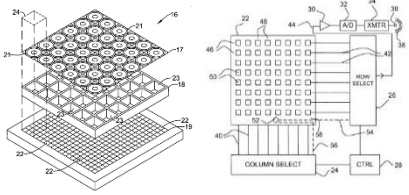
Operating method

Electronic array associated to the microbolometer and the operating of its circuit



Imaging systems

Infrared imaging systems (cameras)

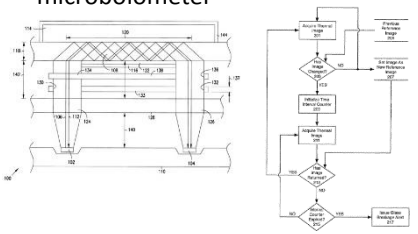


Systems including a microbolometer

Knowmade 2015

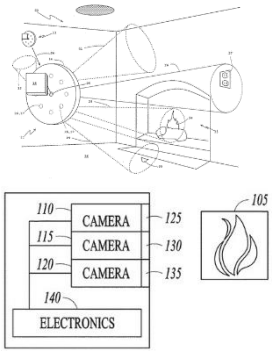
Others

Various other devices including a microbolometer



Fire detectors

Flame and fire detection systems

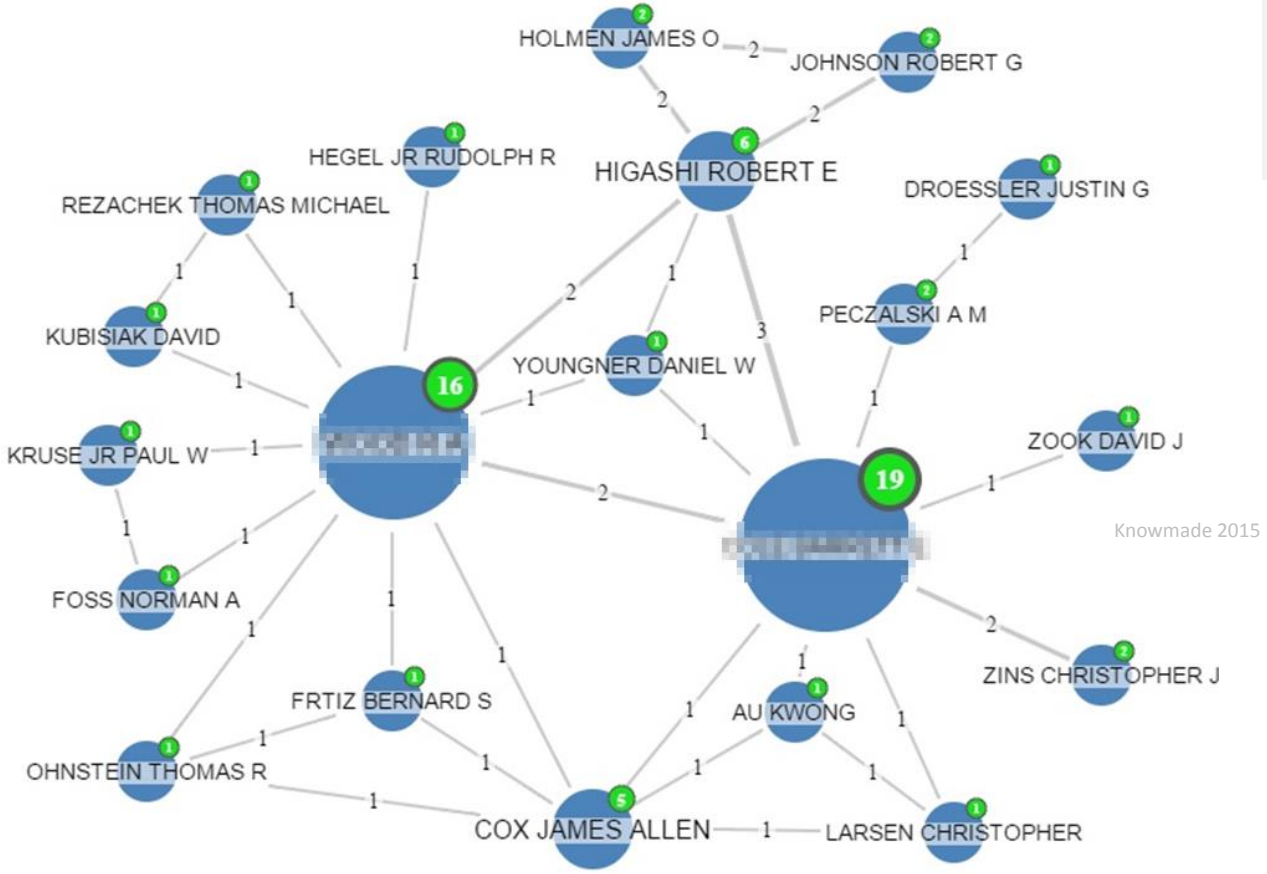


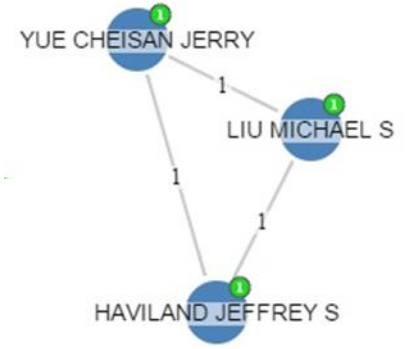
The patent families have been classified according to the technical issues addressed by Honeywell in each family. Each technical segment is defined as indicated.

IP OVERVIEW

Main Inventor Collaborations

Number in black on each link between inventors is the number of co-filings. Number up right to each bubble is the number of patent families for this inventor in the data set. Bubble size is proportional to the number of patent families selected for the study.



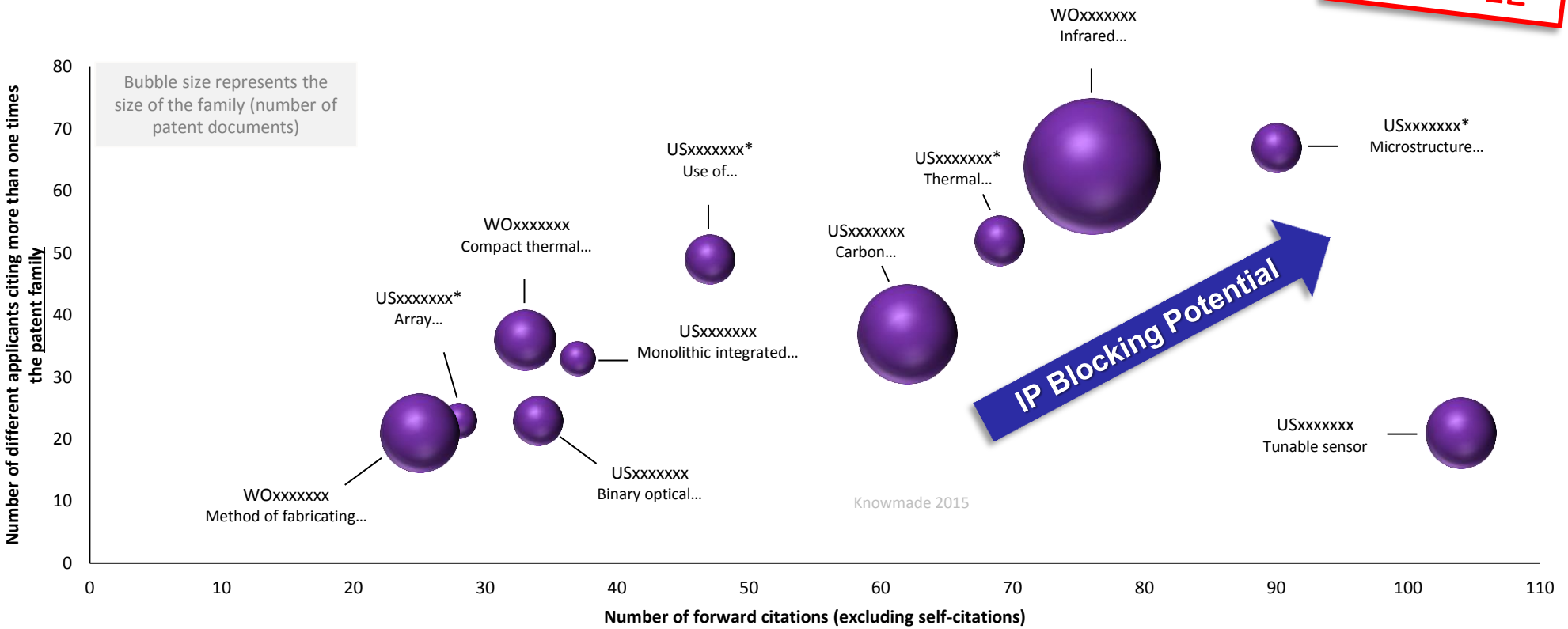


XXX and **XXX** are the main inventors in the microbolometer technology for Honeywell. Between the two of them, they are listed as inventors in 33 patent families of this patent portfolio. XXX works on microbolometer sensors and camera devices and is the sole inventor of 10 patent families. XXX works on microbolometer sensors and fire detection devices and is the sole inventor of 11 patent families.

IP OVERVIEW

IP Blocking Potential of Most Cited Patent Families

REPORT SAMPLE



The more the number of forward citations from different patent applicants is high, the more the capacity to hamper the other firms' attempts to patent a related invention is important.

The patent **USxxxxxxx** is the most cited with more than 100 citations. However, those citations are mainly from 2 patent applicants : **XXX** and **XXX**. Thus the IP blocking potential of this patent is restricted to a few applicants. With 90 citations by more than 60 applicants, the **patent USxxxxxxx** has a greater impact in the microbolometer domain. Patents **WOxxxxxxx**, **USxxxxxxx** and **USxxxxxxx** also have an important IP blocking potential.

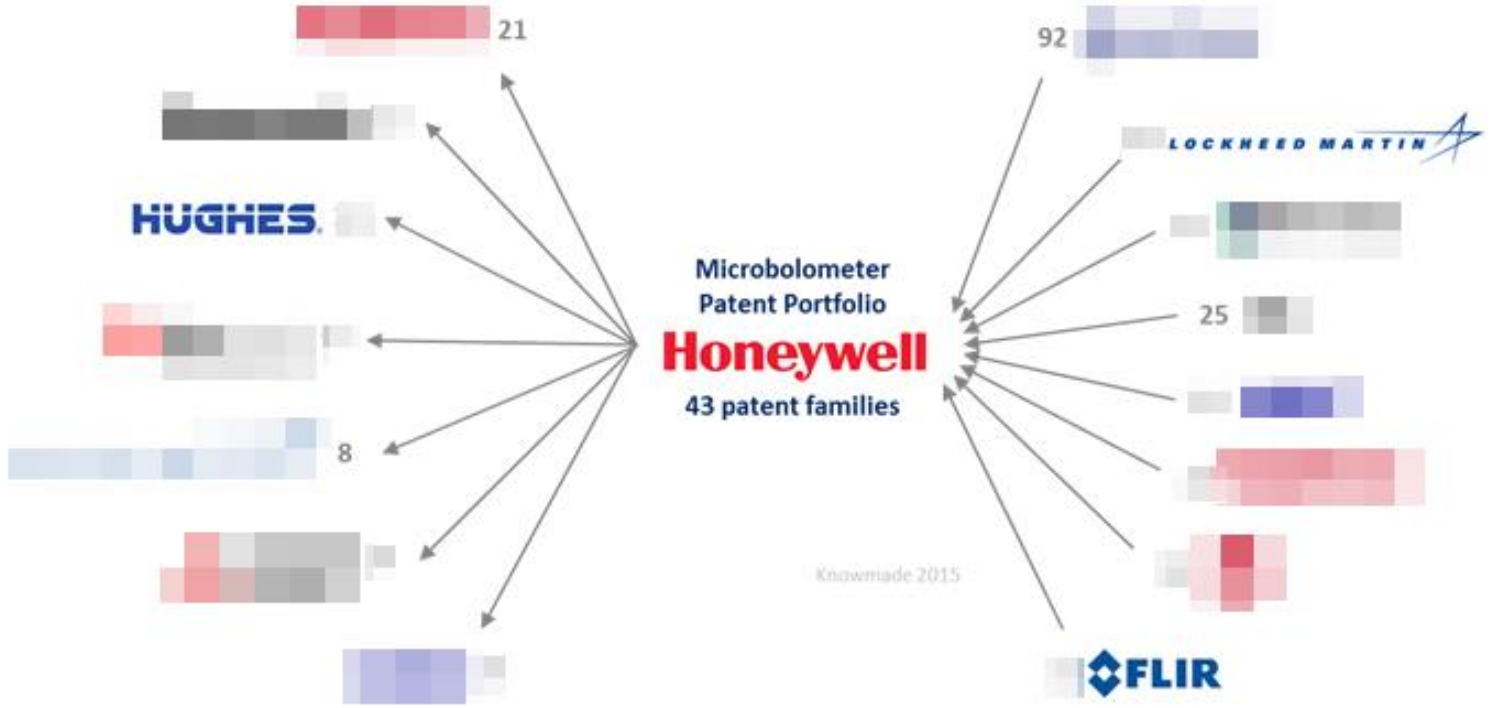
**Patents included in a litigation (US) between Honeywell and XXX. See details p26.*

IP OVERVIEW

Citation Network

Main assignees cited by Honeywell's patent portfolio

Main assignees citing Honeywell's patent portfolio



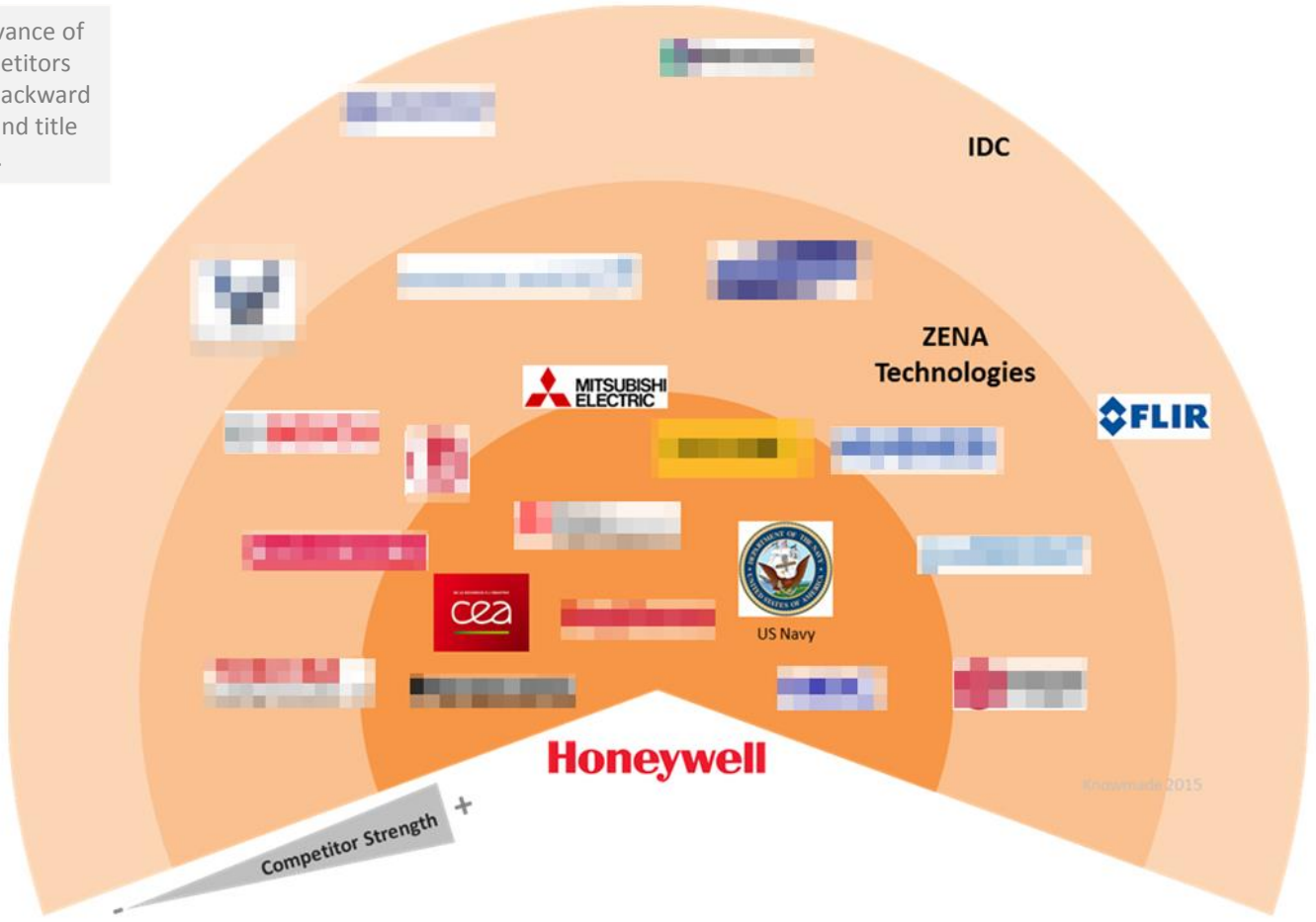
Arrow points towards the target (cited reference), number indicates the number of citing/cited patent families.

The 43 patent families of Honeywell related to microbolometers are cited by more than 600 patent families involving more than 300 assignees. The assignee referring the most to Honeywell's portfolio is **XXX**. However, citing patents from **XXX** concern MEMS devices in general, and the company is not cited by Honeywell in its microbolometer portfolio. For its part, Honeywell cites 325 patent families in its portfolio, representing around 250 assignees. In particular, Honeywell and **XXX** are citing each other equally. **XXX** and **XXX** are also citing and cited companies for Honeywell.

IP OVERVIEW

Competitive IP Environment

The color areas show the relevance of patent applicants as IP Competitors based on analysis of forward/backward citations (number and type) and title of citing/cited patents.



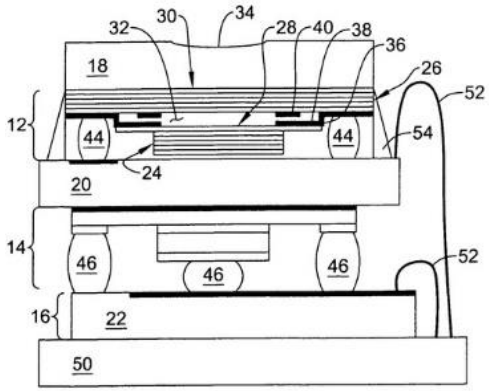
Companies such as **Qualcomm**, **Nantero** or **IDC** are among the main citing assignees, however the content of their citing patents is not directly related to microbolometers and they are not cited in Honeywell portfolio. Thus those companies are not strong competitors in this technology for Honeywell.

Close IP competitors on the microbolometer technology are patent applicants cited in Honeywell's patents, their cited patents are directly related to microbolometer development. Most of them also cite Honeywell portfolio.

PATENTS RECENTLY EXPIRED

USxxxxxxx

Title	Tunable sensor
Patent Assignee	Honeywell
Patent Number	USxxxxxxx
Expiration Date	2014-12-05
Forward Citations	104 citing families (main assignees : **XXX**, **XXX**)
Other Patent in the Family	1 XX application (pending)



Invention :

An adaptive uncooled focal plane…

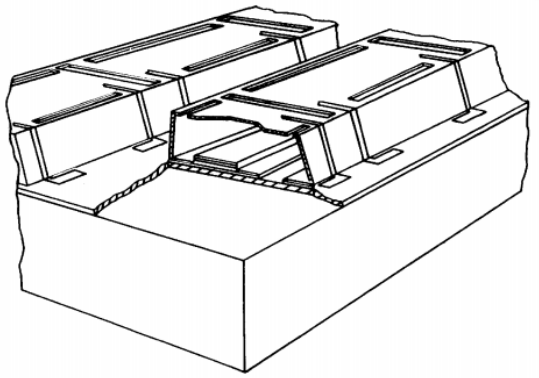
The device may have an array of pixels of which each is…

Further, each pixel of the bolometer…

PATENTS EXPIRING BETWEEN 2016 & 2018

USxxxxxxx

Title	Thermal sensor
Current Patent Assignee	Honeywell
Patent Number	USxxxxxxx
Expected Expiration Date*	2016-03-09
Forward Citations	69 citing families (main assignee : **XXX**)
Other Patent in the Family	1 XX patent (original patent, lapsed)



Patent number USxxxxxxx was filed in 1996 and is a reissue of patent number USxxxxxxx filed in 1986 (lapsed in 2002). The reissue patent incorporates the 10 claims of the original patent and enlarges the scope of claims with the addition of 24 claims (11-34), including 4 independent claims.
USxxxxxxx was included with 5 other patents of Honeywell related to infrared radiation sensors in a lawsuit for infringement filed in 20XX by the company against XXX.

Invention :
A two-level infrared bolometer array based on…
This invention is directed to a pixel size sensor of an array... In this invention the large fill factor (>75%) is made possible by…

**Expected Expiration Date is dependent on the accuracy and timeliness of the information provided by the patent offices. This indicator may change at any time without notice based on new information received from the patent offices. No decision should be made based solely on this indicators.*

KEY PATENTS
Evaluation Metrics

In this study, the selection of **key patent families** is based on the **family size**, current **legal status** of patents, **citations** analysis and the scope of the **claimed invention**.

➢**Legal status of the patent**

The legal status of the patent (granted, pending, revoked, expired) may serve as indicator of the legal validity and life expectancy of the patent. The more the legal status is valid, the more the patent will be maintained for a long time.

➢**Patent family size (Geographical coverage)**

The geographical coverage of the patent's protection may serve as indicator of the legal robustness and the exploitation potential of the patent. The more the geographical protection is large, the more the potential sales volume will be high. The patent's family size may be also correlated with the patent's value. The expansion of patent protection involves additional costs for every jurisdiction. If the applicant chooses to spend additional money, the exclusion right should be worth the extra costs. The number of family members of a patent is positively related to its potential value.

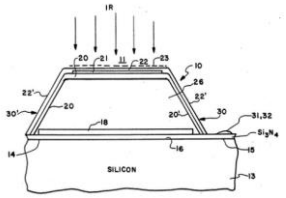
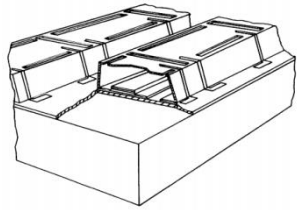
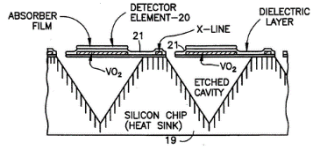
➢**Claims (scope and number)**

The number of claims may serve as indicator of the scope of the invention. It is also correlated with the patent's legal sustainability. The more independent claims a patent has, the more the patent's scope is important. The more claims a patent has, the higher the chance that at least one will survive an invalidation procedure (legal robustness).

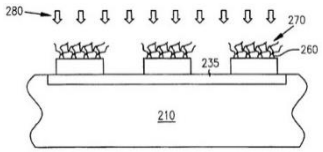
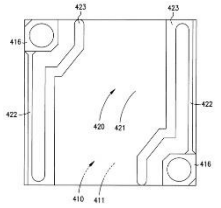
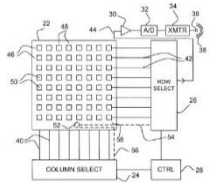
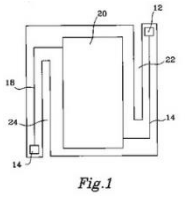
➢**Citation analysis**

Patent data include citations to previous patents and to the non-patent literature. An analysis based on citation data from patents open up the possibility of tracing technological trajectories, and identifying seminal patents and linkages between them. Our methodology takes into account the number of citations, their categories (X, Y, A …) and their origin (type of citing patent applicants). Furthermore, blocking patents (potential litigations) may be identified by taking into account the number of different patent applicants which cite them.

KEY PATENTS

Patent Family	Key Features
USxxxxxxx Microstructure… (1988) 	• A microstructure infrared… • The structure increases… • Patent reissue USxxxxxxx is granted in the USA • Patent reissue USxxxxxxx was included in the lawsuit against **XXX** • Forward Citations : 90 citing families (main assignees : **XXX**, **XXX**)
USxxxxxxx Thermal… (1986) 	• A two-level infrared bolometer array based on… • Patent reissue USxxxxxxx is granted in the USA • Patent reissue USxxxxxxx was included in the lawsuit against **XXX** • Forward Citations : 69 citing families (main assignees : **XXX**, **XXX**)
USxxxxxxx Use of… (1993) 	• Use of a new detector material • The new detector material is preferably... • Patent reissue USxxxxxxx is granted in the USA • Forward Citations : 47 citing families (main assignees : **XXX**, **XXX**)

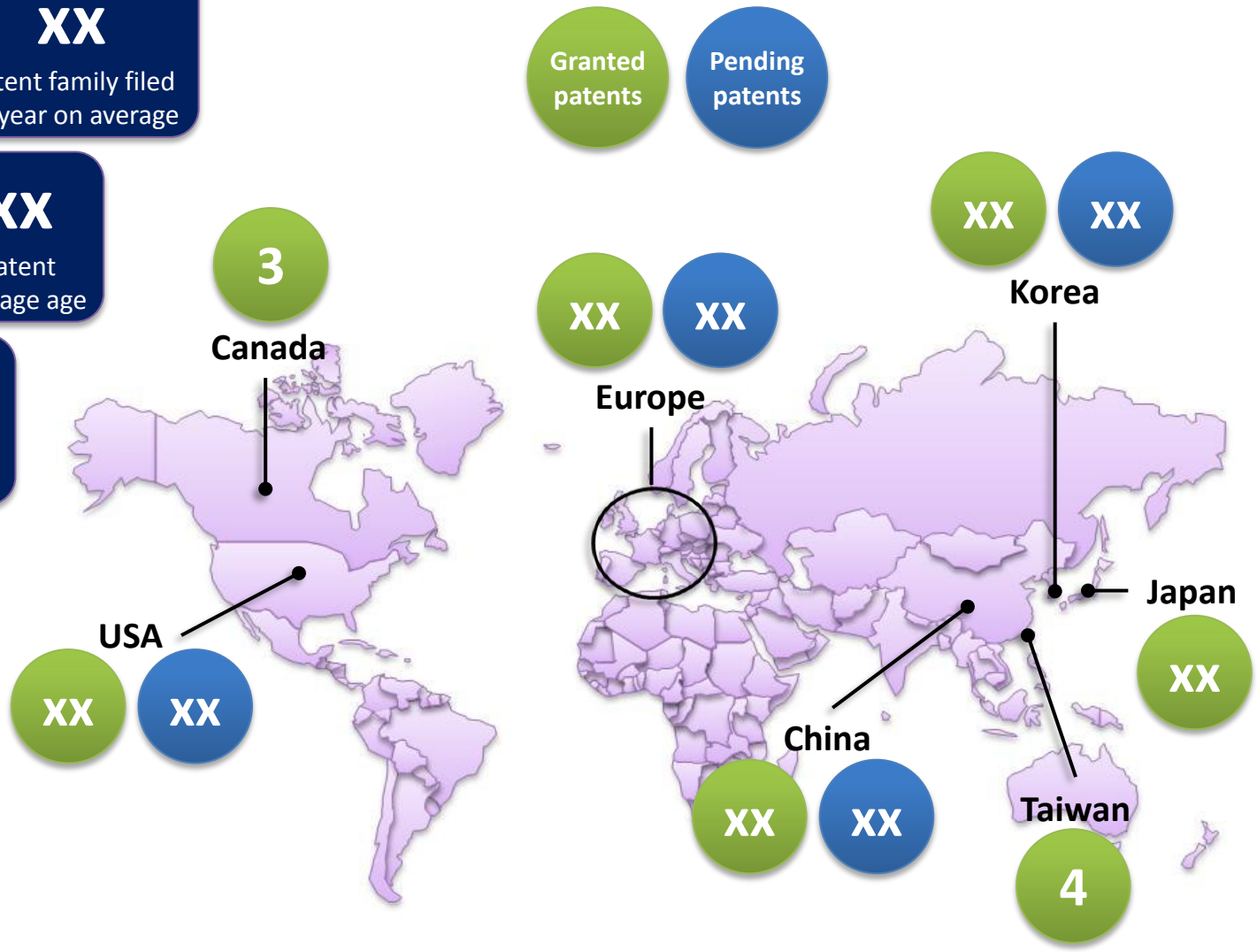
KEY PATENTS

Patent Family	Key Features
USxxxxxxx Carbon… (2002) 	• Use of carbon… • 3 granted patents in XXX and 1 granted patent in XXX (XXX, XXX) • Rights for patent USxxxxxxx belong to **XXX** • Forward Citations : 62 citing families (main assignees : **XXX**, **XXX**)
WOxxxxxxxxx High-absorption… (2000) 	• An uncooled array of thin bolometer pixels… • Granted patents in XXX, XXX, XXX, XXX • Patent USxxxxxxx was included in the lawsuit against **XXX** • Forward Citations : 18 citing families (main assignees : **XXX**, **XXX**)
WOxxxxxxxxx Lightweight… (2000) 	• An infrared… • The microbolometer array is provided in… • Granted patents in XXX, XXX, XXX, XXX, XXX (XXX, XXX, XXX), XXX • Forward Citations : 21 citing families (main assignees : **XXX**, **XXX**)
USxxxxxxx Large area… (1999) 	• A pixel microstructure… • Granted patents in XXX, XXX (XXX, XXX XXX), XXX, XXX • Patent USxxxxxxx was included in the lawsuit against **XXX** • Forward Citations : 8 citing families (main assignee : **XXX**)

CONCLUSIONS

Honeywell's Microbolometer Portfolio Summary

xx Patent families	**19xx** Oldest priority date	**xx** Patent family filed by year on average
xx Patent documents	**4** Average number of patents per family	**xx** Patent average age
43% Granted patents	**xx%** Pending patents	**xx%** Dead patents
xx Alive patents per family on average		



TERMINOLOGY FOR PATENT ANALYSIS (1/2)

Patent Applicant, Patent Assignee
An applicant is a person or organization (e.g. company, university, etc.) who/which has filed a patent application. An assignee is a person or organization (e.g. company, university, etc.) who/which holds patent rights. There may be more than one applicant/assignee per patent application.

Patent Family
A patent family is a set of either patent applications or publications taken in multiple countries to protect a single invention by a common inventor(s). A first application is made in one country – the priority country – and is then extended to other countries.

Priority Date
The priority date is the date on which the patent application was filed. At this date the patent document is not made available to the public.

Priority Number
The priority number is the number of the application with respect to which priority is claimed, i.e. it is the same as the application number of the claimed priority document. The priority number is made up of a country code (two letters), the year of filing (four digits) and a serial number (variable, maximum seven digits).

Publication Date
The publication date is the date on which the patent application was first published. It is the date on which the patent document is made available to the public, thereby becoming part of the state of the art.

Publication Number
The publication number is the number assigned to a patent application on publication. Publication numbers are generally made up of a country code (two letters) and a serial number (variable, one to twelve digits) (e.g. DE202004009768).

TERMINOLOGY FOR PATENT ANALYSIS (2/2)

Citations
In the context of patents, a citation is a reference to a previous work (prior art) that is considered relevant to the considered patent application. Citations may be made by the Inventor or by the Examiner during patent examination.

WO and EP Patent Applications
International (WO) and European (EP) Patent Applications are made through the World Intellectual Property Organization (WIPO) and the European Patent Office (EPO), respectively. WO applications designate signatory states or regions to the Patent Cooperation Treaty (PCT) and will have the same effect as national or regional patent applications in each designated state or region, leading to a granted patent in each state or region. EP applications are regional patent applications designating signatory state to the European Patent Convention (EPC), and leading to granted patents having the same effect as a bundle of national patents for the designated states.

Legal Status of the Patent
Pending: Patent applications in a pre-grant/pre-final-rejection stage in the patent office.
Granted: Patents in a ”post-decision” or “post-grant” stage in the patent office.
Lapsed: Patents or published applications that are not in force before the end of the normal term right because of applicant action or in-action. Normally this status refers to post-grant patents where the applicant has not paid the necessary renewal fees. However, “Lapsed” can include pre-grant published applications that are deemed likely abandoned because there has been no known activity in the office for a significant period of time. Typical office status for Lapsed could be “abandoned”, “lapsed”, “withdrawn”, “surrendered”, etc.
Expired: Granted patents that have expired due to normal life of the patent cycle.
Revoked: Patents or published applications that are not in force before the end of the normal term right because of office action. Normally, this status refers to post-grant patents subject to opposition events. However, “Revoked” can include final rejection notices when we have that information from the office. Typical office status for “Revoked” could be “suspension”, “interrupted”, “cancelled”, “revoked”, “refused”, etc.

International Patent Classification (IPC)
The technical content of patent documents is classified in accordance with the International Patent Classification (IPC). The publishing office assigns an IPC symbol valid at the time of publication of the patent application. The complete IPC can be found on the website of the World Intellectual Property Organization (WIPO - http://www.wipo.int/ipcpub).

EXCEL DATABASE

Containing all the patents analyzed in this report

This database allows multi-criteria searches and includes patent publication number, hyperlinks to the original documents, priority date, title, abstract, patent assignees, and legal status for each member of the patent family.

	A	B	C	D	E	F	G	H
1	PATENT NUMBER	PATENT ASSIGNEE	PRIORITY DATE	TITLE	PDF	ABSTRACT	LEGAL STATUS	EXPECTED EXPIRATION DATE
2	US2	HONEYWELL	20	Multisp	Open	A flame d	LEGAL DETAILS FOR US2	20
3	US8	HONEYWELL	20	Therm	Open	Thermo-	LEGAL DETAILS FOR US2	20
4	US8	HONEYWELL	20	Flame	Open	A flame d	LEGAL DETAILS FOR US2	20
5	CN1	HONEYWELL	20	Flame	Open	Flame de	LEGAL DETAILS FOR CN	20
6	GB2	HONEYWELL	20	Flame	Open	Flame de	LEGAL DETAILS FOR GB	20
7	US8	HONEYWELL	20	Flame	Open	Flame de	LEGAL DETAILS FOR US2	20
8	US2	HONEYWELL	20	Mwir s	Open	A system	LEGAL DETAILS FOR US2	20
9	WO	HONEYWELL	20	Mwir s	Open	A system	LEGAL DETAILS FOR WO	20
10	EP2	HONEYWELL	20	Mwir s	Open	A system	LEGAL DETAILS FOR EP2	20
11	US2	HONEYWELL	20	Camer	Open	A lightwe	LEGAL DETAILS FOR US2	20
12	US7	HONEYWELL	20	Passive	Open	A system	LEGAL DETAILS FOR US2	20
13	US8	HONEYWELL	20	Passive	Open	A system	LEGAL DETAILS FOR US2	20
14	US7	HONEYWELL	20	Nanow	Open	A multisp	LEGAL DETAILS FOR US2	20
15	EP2	HONEYWELL	20	Nanow	Open	A multisp	LEGAL DETAILS FOR EP2	20
16	JP5	HONEYWELL	20	[nanov	Open	PROBLEM	LEGAL DETAILS FOR JP2	20
17	US2	HONEYWELL	20	Infrare	Open	An infrare	LEGAL DETAILS FOR US2	20
18	CN1	HONEYWELL	20	An infr	Open	The inver	LEGAL DETAILS FOR CN	20
19	EP2	HONEYWELL	20	An infr	Open	An infrare	LEGAL DETAILS FOR EP2	20

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Honeywell Microbolometer Patent Portfolio Analysis

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Terms and Conditions of Sales

Definitions

"Acceptance": Action by which the Buyer accepts the terms and conditions of sale in their entirety. It is done by signing the purchase order which mentions "I hereby accept Knowmade's Terms and Conditions of Sale".

"Buyer": Any business user (i.e. any person acting in the course of its business activities, for its business needs) entering into the following general conditions to the exclusion of consumers acting in their personal interests.

"Contracting Parties" or "Parties": The Seller on the one hand and the Buyer on the other hand.

"Intellectual Property Rights" ("IPR") means any rights held by the Seller in its Products, including any patents, trademarks, registered models, designs, copyrights, inventions, commercial secrets and know-how, technical information, company or trading names and any other intellectual property rights or similar in any part of the world, notwithstanding the fact that they have been registered or not and including any pending registration of one of the above mentioned rights.

"License": For the reports and databases, 2 different licenses are proposed. The buyer has to choose one license:

1. Single user license: a single individual at the company can use the report.
2. Corporate license: the report can be used by unlimited users within the company. Subsidiaries are not included.

"Products": Reports are established in PowerPoint and delivered on a PDF format and the database may include Excel files.

"Seller": Based in Sophia Antipolis (France headquarters), Knowmade is a technology intelligence company specialized in the research and analysis of scientific and technical information. We provide patent landscapes and scientific state of the art with high added value to businesses and research laboratories. Our intelligence digests play a key role to define your innovation and development strategy.

1. Scope

1.1 The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.

1.2 This agreement becomes valid and enforceable between the Contracting Parties after clear and non-equivocal consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts these conditions of sales when signing the purchase order which mentions "I hereby accept Knowmade's Terms and Conditions of Sale". This results in acceptance by the Buyer.

1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Buyer's address. In the absence of any confirmation in writing, orders shall be deemed to have been accepted.

2. Mailing of the Products

2.1 Products are sent by email to the Buyer:

- within [1] month from the order for Products already released; or
- within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.

2.2 Some weeks prior to the release date the Seller can propose a pre-release discount to the Buyer.

The Seller shall by no means be responsible for any delay in respect of article 2.2 above, and including in cases where a new event or access to new contradictory information would require for the analyst extra time to compute or compare the data in order to enable the Seller to deliver a high quality Products.

2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 3.

2.4 The mailing is operated through electronic means either by email via the sales department. If the Product's electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that it is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.

2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity to the order. Any claim for apparent defects or for non-conformity shall be sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.

2.6 No return of Products shall be accepted without prior information to the Seller, even in case of delayed delivery. Any Product returned to the Seller without providing prior information to the Seller as required under article 2.5 shall remain at the Buyer's risk.

Terms and Conditions of Sales

3. Price, invoicing and payment

3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be inclusive of all taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.

3.2 Payments due by the Buyer shall be sent by cheque payable to Knowmade, PayPal or by electronic transfer to the following account:

Banque populaire St Laurent du Var CAP 3000 - Quartier du lac- 06700 St Laurent du Var

BIC or SWIFT code: CCBPFRPPNCE

IBAN: : FR76 1560 7000 6360 6214 5695 126

To ensure the payments, the Seller reserves the right to request down payments from the Buyer. In this case, the need of down payments will be mentioned on the order.

3.3 Payment is due by the Buyer to the Seller within 30 days from invoice date, except in the case of a particular written agreement. If the Buyer fails to pay within this time and fails to contact the Seller, the latter shall be entitled to invoice interest in arrears based on the annual rate Refi of the «BCE» + 7 points, in accordance with article L. 441-6 of the French Commercial Code. Our publications (report, database, tool...) are delivered only after reception of the payment.

3.4 In the event of termination of the contract, or of misconduct, during the contract, the Seller will have the right to invoice at the stage in progress, and to take legal action for damages.

4. Liabilities

4.1 The Buyer or any other individual or legal person acting on its behalf, being a business user buying the Products for its business activities, shall be solely responsible for choosing the Products and for the use and interpretations he makes of the documents it purchases, of the results he obtains, and of the advice and acts it deduces thereof.

4.2 The Seller shall only be liable for (i) direct and (ii) foreseeable pecuniary loss, caused by the Products or arising from a material breach of this agreement

4.3 In no event shall the Seller be liable for:

a) damages of any kind, including without limitation, incidental or consequential damages (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Seller's website or the Products, or any information provided on the website, or in the Products;

b) any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof.

4.4 All the information contained in the Products has been obtained from sources believed to be reliable. The Seller does not warrant the accuracy, completeness adequacy or reliability of such information, which cannot be guaranteed to be free from errors.

4.5 All the Products that the Seller sells may, upon prior notice to the Buyer from time to time be modified by or substituted with similar Products meeting the needs of the Buyer. This modification shall not lead to the liability of the Seller, provided that the Seller ensures the substituted Product is similar to the Product initially ordered.

4.6 In the case where, after inspection, it is acknowledged that the Products contain defects, the Seller undertakes to replace the defective products as far as the supplies allow and without indemnities or compensation of any kind for labor costs, delays, loss caused or any other reason. The replacement is guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for any event as set out in article 5 below.

4.7 The deadlines that the Seller is asked to state for the mailing of the Products are given for information only and are not guaranteed. If such deadlines are not met, it shall not lead to any damages or cancellation of the orders, except for non-acceptable delays exceeding [4] months from the stated deadline, without information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its first down payment to the exclusion of any further damages.

4.8 The Seller does not make any warranties, express or implied, including, without limitation, those of saleability and fitness for a particular purpose, with respect to the Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms, Trojan horses or other codes containing contaminating or destructive properties before making the Products available, the Seller cannot guarantee that any Product will be free from infection.

5. Force majeure

The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not the fault of the Seller.

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