

Article 1 – Subject matter and scope

1.1 Any order placed with our Company shall imply complete acceptance by the Client without reservation of these general terms and conditions of sale, prevailing over any other Client's own general terms and conditions, unless otherwise expressed by a written agreement from our Company.

1.2 These general terms of sale shall apply to all orders of products and services provided by our Company unless specific written agreement prior to the order.

1.3 Any other document than the general terms of sale such as catalogs, prospectuses, advertisements, digital information are for general information only and have no contractual value.

Article 2 - Intellectual property

Any technical document, drawing, study and other document of any kind handed over or sent by our Company shall remain its property, may not be reproduced and shall be given back upon request. Intellectual property rights over its technical documents, drawings, studies and other documents are retained by our Company. These documents shall not be communicated, executed or reproduced unless this is duly authorized in a written agreement.

Article 3 - Orders

3.1 "Order" means any order for our products indicated in our price-list, and explicitly accepted by our Company along with its down payment mentioned on the acknowledgement of order when required.

3.2 Any order accepted and confirmed by our Company cannot be cancelled in the absence of our formal written acceptance. Any request for modification to an order in the composition or the volume shall be communicated in writing, including fax and email received by our Company within 8 days following our reception of the initial order. In the event of modification of the order by the Client, the initial delivery date shall be adjusted accordingly.

3.3 Any accepted order cannot be cancelled in the absence of formal written acceptance by our Company. The costs carried by such changes shall be debited to the Client. Our Company shall not be bound to take back the delivered equipment or product. If our Company agrees upon taking back the product, and only within 3 months from the invoice date, the product will be taken back at 70% of the invoiced price plus the costs of refurbishment. The equipment or product shall be sent back carriage paid, undamaged and in the original packaging.

Article 4 - Delivery

4.1 The stated delivery times are not binding but are provided merely as an indication only. They depend in particular on the carriers' availability and the arrival rank of the orders.

Our Company shall respect as best as possible the delivery times it indicated at acknowledgement of order, according to the benchmark logistics time of our profession, to the delivery times indicated by the manufacturers of the products we sale, to the carriers availability and the order fulfillment lead times, except for cases of force majeure or troubles of supply, or events not necessarily limited to this list.

No liability, penalty, indemnity or cancellation of an order shall arise from late deliveries. No delay from the indicative initial deadlines shall entitle the customer to cancel an order processed by our Company.

If our Company is delayed or prevented from executing its contractual obligations by a lack on the Client's side or its agent's, in particular including the absence of supply of specifications, technical or more general information reasonably requested by our Company to carry out properly the order, the delivery times and final costs shall be adjusted consequently.

If deliveries are delayed because of a Client's omission or if the Client after receiving notification of readiness does not organize the collection or does not supply appropriate delivery instructions, our Company will store the products in an appropriate storage at the Client's costs. Once the products stored, the delivery will be considered complete and all risks transferred to the Client who will have to pay our Company.

4.2 **Risks transfer** - Unless stated differently on the order confirmation, the goods are sold unpacked, ex-works; with the risks transfer at delivery to the carrier (or at our Company's manufacturing plant exit). For orders referring to INCOTERMS, the INCOTERMS rules in force at the date of the contact will apply. The goods shall be transported at the addressee's risk and peril, and in event of delay, damage or missing goods, the addressee acknowledges he is responsible for taking action against the carrier according to the existing applicable rules.

4.3 **Shipment** - In the event of delay, damage or missing equipment, the Client is responsible for expressing all the necessary reservations to the carrier.

Any product accepted without reservation submitted by a registered letter with an acknowledgment of receipt within 3 days after reception sent to the carrier, according to article L.133-3 of the Code de Commerce, and with a copy simultaneously sent to our Company, will be considered as accepted by the Client.

4.4 **Reception** - Notwithstanding the measures the Client must take towards the carrier as written in article 4.3 for apparent failure or missing goods, the Client's claim, regardless of its nature, in order to be acceptable by our Company, shall be made by registered letter with an acknowledgment of receipt within 3 days after reception of the goods as mentioned in article 4.3. The Client shall supply all the justifications as for the reality of defects found or missing items. No return of equipment shall be carried out by the Client without an express written agreement from our Company possibly by fax or e-mail.

The cost of return shall be paid by our Company only if it or its authorized representative has effectively observed a defect or missing goods.

Only the carrier authorized by our Company will be allowed to make the products return.

If actual defects or missing items are certified by our Company or its authorized representative, our liability will be limited to replacing the defective products and/or completing the missing equipment to our costs, without entitling the Client to claim for any compensation or termination of the order.

The reception without reservation of the products ordered by the Client shall cover any apparent defect or missing product. Any reservation shall be confirmed in the terms set in the present article.

The Client is bound to pay for the service provided or products delivered even in the event of claims compliant with our conditions.

4.5 **Suspension of deliveries** – If a due invoice is not totally paid, and if a subsequent notice to pay remains unanswered within forty-eight hours, our Company reserves the right to suspend all pending or future deliveries.

4.6 **Cash payment** – Any order acknowledgement issued by our Company is based on the fact that the Client offers appropriate financial guarantees and that it shall pay on due date in accordance with the legal rules.

If our Company happens to have a genuine or particular reason to believe that the Client will experience payment difficulties on the date of the order or subsequently, or if the Client does not offer the same guarantees as at the time of the order acknowledgement, our Company may require, to acknowledge or continue the order, a cash payment or appropriate guarantees from the Client.

4.7 If the Client refuses to pay cash and offers no sufficient guarantee, our Company shall be entitled to refuse to execute the outstanding order(s) and to refuse to deliver the relevant goods with no possibility for the Client to claim for an unjustified refusal to sell or for a compensation of any kind.

Article 5 – Price-List

5.1 **Price-list**. Our price list is valid for all our Clients, at the same date. It can be increased during the year, after prior information to our Clients. Any price increase shall be automatically applied at the date shown on the new price list.

5.2 **Prices** – Our prices are established by the price-list effective when the order is placed. They are always tax free, equipment unpacked, collected from our factories or warehouses, except as expressly authorized by prior written agreement with the Client.

Unless otherwise expressly agreed, for the off catalog products, prices can be adjusted according to the variations of their components between order and delivery.

Our prices are established ex works/warehouse except as expressly authorized by prior agreement with the Client. The fact that shipment is « carriage paid » or that our Company organizes, on the Client's behalf, the shipment of the order and therefore chooses the carrier, does not interfere with the above rules and the effects associated with the date of availability of the goods in our warehouse.

Our prices are net, without discount and payable at 30 days End of Month from the date of availability in our factories, warehouses or from the date of shipment of the products.

For quantity-prices, any order for a lower quantity shall lead to an adjustment of the indicated price.

Unless otherwise specified, delivery delays shall lead to no termination or modification of the contract. They can not under any circumstances, bring about damages, interest or compensation of any kind. The penalty clauses written on the business documents of our Clients shall not be demurrable to our Company.

Delivery delays mentioned in an order can be accepted by our Company and are binding only under the following conditions: Client's enforcement of the payment terms and payment of the down-payment, on time Client's supply of technical specifications, lack of delay in the preparatory work, projects or studies, lack of Force Majeure, social, political, economical or technical events preventing the effective operation of our factories or their supply in components, energy or raw materials. Unless otherwise agreed, packing is specified and prepared by our Company. It is invoiced as extra cost and not taken back.

Article 6 – Payment terms

6.1 **Payment** – Except special agreement, our invoices are payable at 30 days End of Month from the date of availability as indicated in the previous article. The due date is written on the invoice. Only actual collection of bills or Promissory Notes shall be considered as constituting full payment under these General Terms of Sale. A discount of 0.40 % per full month shall be granted for early payment.

6.2 **Payment failure** – All payments not made by the due date shall be submitted to the payment (i) of penalty fees due the day after the invoice due date, this penalty being applied on the tax included sums if the invoice includes VAT (value added tax), and (ii) of an indemnity for recovery costs amounting to 40 €.

The penalty fees shall be equivalent to the European Central Bank interest rate applied to its most recent refinancing operation increased by 10 percentage points, with the following schedule: the applied rate during the first half of the year shall be the rate applied on the 1st of January of the relevant year, and, for the second half of the year, it shall be the rate applied on the 1st of July of the relevant year.

These penalty fees are payable without formal notice. Without prejudice to our Company's other rights, our Company is entitled: (i) to postpone the execution of the contract (and in particular to retain the shipment) if the Client does not pay at due time under the Contract or another contract, or if our Company deems reasonably likely

such a payment default, and (ii) to demand at any time any payment guarantee that our Company will deem reasonable.

Article 7 – Retention of title

7.1 The transfer of ownership of our products becomes deferred until full payment by the Client of the purchase price, principal and other charges, even if payment terms have been granted. Any clause to the contrary, particularly included in the general terms of purchase, shall be deemed not to have been written, as per article L. 621-122 of the Commerce Code.

7.2 It is expressly agreed that our Company can use its rights from the present ownership clause, for any of its payment claim, on the whole of its products in the Client's possession, the latest deemed conventionally unpaid. Our Company will be allowed to take them back or claim them for compensation of all its unpaid invoices, without prejudice to its rights to rescind the sales in progress.

7.3 The Client shall be allowed to resell its unpaid products only in its usual business work and can in no way pledge or grant any security rights on its unpaid stocks. For unpaid invoices, the Client shall refrain to resell its stocks up to the quantity of unpaid products.

In the event of resale, the Client shall inform immediately our Company to enable it to possibly exercise its right of claims on the price towards the third party Buyer. The right to resale is automatically cancelled in the event of receivership or compulsory liquidation.

The Client transfers from now on the ownership of the object resulting from processing to warrant the rights of our Company as per sub-paragraph 1.

In the event of seizure of the goods or any other third party's intervention, the Client shall immediately inform our Company; the authorization for processing shall automatically be cancelled in the event of receivership or compulsory liquidation.

7.4 Our Company can also demand, in the event of unpaid invoice, to rescind the sale after sending a plain formal notice. Similarly, our Company can unilaterally, after sending a plain formal notice, make or have made an inventory of its products in the Client's possession, the Client agrees from now on to provide unrestricted access to its premises for this purpose, and make sure that our Company's products can always be identified.

7.6 This clause does not prevent the risks from being transferred to the Client precisely from delivery.

7.7 From delivery, the Client is responsible for holding the goods. If invoices are unpaid and unless we choose to require the full execution of the sale, we reserve the right to cancel the sale after a formal notice and to claim the delivered goods, the Client shall be responsible for the return costs and the payments previously made shall remain acquired to us under the terms of the penalty clause.

Article 8 – Warranty for apparent and hidden defects

The Client shall check the products at delivery, and shall make a claim, reservation or objection for missing products or apparent defects in the terms of article 4. In the event of apparent defect, defective pieces shall be replaced by us, subject to our checking of the alleged defects.

Warranty terms are for each equipment those enforced by the manufacturer as they are specified by each manufacturer particularly for the warranty time. Warranty terms are for each equipment we manufacture detailed as follows. In both cases, the following general terms shall apply.

8.1 The Client shall provide the proof for any defect found, our Company being entitled to check directly or indirectly on site. The date of the discovery shall be proven by the Client.

8.2 A written claim for the defects existing the day of delivery and identified after the products reception shall be sent by the Client within 3 days following the date of discovery of the discrepancy. No claim will be taken into account if it is issued more than 3 clear days from products delivery.

8.3 The Client shall start non-compliance claim over 3 days after product delivery.

It is expressly agreed by the Client's acceptance of these general terms of sale that after this deadline time, the Client shall refrain from mentioning products non-compliance or object it in a counterclaim to defend itself in the event of an action of debt issued by our Company. Unless these terms are observed, our Company shall not be liable to the Client for latent defect.

8.4 Defects and damages of delivered products brought by poor storage and/or keeping conditions in the Client's premises, particularly in the event of an accident of any type, shall not give rise to the implementation of our Company's warranty.

8.5 In the warranty against latent defects, our Company shall be liable only for the replacement free of charge of the defective goods, the Client shall have no right to claim damages for any reason whatsoever.

8.6 Our Company shall warrant its products against latent defects, in accordance with law, uses, jurisprudence and in the following terms.

Our warranty shall apply only to products legally owned by the Client. It shall apply only to products entirely distributed or manufactured by our Company. It is excluded when our products have been used in unplanned use conditions.

Our warranty shall apply only for latent defects. Since our Clients are professionals, latent defect means a manufacturing defect which makes it unfit for operation and not detectable by the Client before its operation.

A design failure is not a latent defect and our Clients are deemed to have received all technical information about our products.

We shall not cover damages and wear resulting from an adaptation or special mounting, abnormal or not of our products unless it has been made under our or the manufacturer's control.

Our warranty shall be limited to the replacement or repair of the defective pieces.

Our warranty shall be limited to the first six months of operation for the distributed products. Our warranty shall be limited to the first twelve months of operation or to the first eighteen months after delivery for our manufactured products. Our pieces are deemed to have been used by our Clients at the latest within 3 months from the date of availability. In any case, our Clients shall substantiate the date of beginning of operation.

Our warranty is automatically terminated at the end of this period.

Our warranty is automatically terminated if our Client has not informed us of the alleged defect within 20 clear days from its discovery. He is responsible for proving the date of this discovery by sending a registered letter with an acknowledgment of receipt.

Article 9 – Disclaimer of liability

The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the Contract shall be limited to the Price payable for the Goods under the Contract, and the Company shall not be liable in contract, tort (including negligence), statutory duty or otherwise howsoever for any claim, damage, loss or costs in respect of (whether direct or indirect) loss of: profit; use; anticipated contracts and/or savings; goodwill; opportunity; business and/or business interruption or any indirect or consequential or special loss or damage.

Article 10 - Force majeure

Case of force majeure or fortuitous events means uncontrollable events, which could not reasonably be expected, avoided or overcome by the parties and whose happening makes absolutely impossible to fulfill the parties' obligations.

Force majeure or fortuitous events releasing our Company from its obligation to deliver in the initially forecasted delivery time includes in particular: strikes of the whole or part of the staff of our Company or of its usual carriers, fire, flood, war, production stops resulting from fortuitous breakdowns, epidemics, road closures due to heavy thaw, roadblocks, strikes or disruptions of gas or electricity supply, or any other disruption of supply for which our Company cannot be deemed liable, as well as any other cause of disruption of supply attributable to our suppliers. The contract binding our Company and the Client shall then be automatically suspended without penalty, from the date of occurrence of the event.

If the event happened to last over thirty days from the date of its occurrence, the sales contract between our Company and its Client could be cancelled by the earliest party, and none of the parties shall claim for damages. This cancellation shall be effective the day of the first presentation of the registered letter with an acknowledgment of receipt cancelling the sales contract.

Article 11 - Attribution of jurisdiction

11.1 The registered address is for our Company its head office

11.2 Any dispute about the implementation or the interpretation of these General Terms of Sale, and about sales contracts with our Company, or about payment, shall be brought to the court tribunal de commerce of our head office, regardless of the place of the order, delivery, payment and the means of payment, and even in the event of claim for warranty or multiple defenders. The Bills of Exchange shall not trigger novation or derogation to this clause conferring jurisdiction.

11.3 This same jurisdiction shall apply irrespective of the nature of the proceedings: main action, derivative claims, and rulings on the merits of the case or summary judgments.

11.4 Moreover, in any legal action or other action of debt from our Company, the dunning charges, legal fees as well as lawyer or bailiff fees and all additional costs will be charged to the guilty Client, along with the costs relating to or arising from the non-compliance of the Client with the payment or delivery terms of the related order.

Article 12 – Waiver

The fact that our Company fails at one moment to enforce any right or provision in these terms shall not constitute a waiver of such right or provision for the future.

Article 13 – Applicable law

Any question regarding the present General Terms of Sale together with the sales it governs, which have not been covered by the present contractual stipulations, shall be governed by the Vienna Convention on the International Sale of Goods (CISG) and, for the questions not settled by the CISG by the French law to the exclusion of any other law.

Article 14 – Language

The language in which the General Terms of Sale are drawn up and interpreted is French. If there is any contradiction between the French language version of the General Terms of Sale and the translation, the French language version shall take precedence.