



GENERAL TERMS OF SALE

1 – GENERAL POINTS

These General Terms of Sale are automatically sent put or given to each purchaser. Consequently, placing an order entails complete and unconditional acceptance of and adhesion to these General Terms of Sale, to the exclusion of all other documents, such as leaflets, catalogues, etc, which we may need to issue and which are for information only.

In the absence of any specific provisions concluded with the customer, fixed and accepted orders sent to our company will be submitted to these General Terms of Sale. In fact, no specific condition may, without our official written acceptance, prevail over these General Terms of Sale. Should a specified order seem to need to form the subject of exemptions from these General Terms of Sale, we will always be entitled not to give our acceptance or to render our acceptance conditional on the application of specific conditions appropriate to the circumstances. The same applies for any order of an abnormal nature and presenting in particular an excessive financial risk, or an order from a customer who has not met all its obligations arising from previous business, or who has shown us conduct that is dishonest or contrary to commercial practices. The financial risk presented by a customer may result in particular from it being in a position of cessation of payments, and from commercial references that we consider insufficient. We may request guarantees, such as the guarantee of the receiver and/or specific payment arrangements (payment before dispatch of goods, on delivery, etc).

2 - CONFIRMATION OF ORDER

Orders sent by customers constitute offers. They must be completed and specifically defined in all aspects, in particular, specifications, dispatch instructions and final destination of the goods. Any request for modification in relation to the original order will bind us only after we have, in writing, expressly accepted such requests. These will be sent to us either directly to the head office or via our agents or representatives. Orders, drawn up by our agents and/or representatives with the customers, commit us only if they are confirmed according to the modalities indicated below. Acceptance of the offer may result only from receipt by the customer of an acknowledgement of receipt of order and when this has been signed by someone at our company qualified to do so.

3 - CANCELLATION

The purchaser may not avail itself of the possible absence of acknowledgement of receipt in order to cancel its order. In no event may the purchaser cancel, by its own doing, an order that has been duly placed. It is bound to take delivery thereof according to the terms of the order. In any case, any duly placed order must be paid for on the agreed due date.

4 - PRICES

4.1 – For standard products, prices, information and characteristics featuring in catalogues, leaflets, rates, technical specifications or other documents are given for information only and may not, in any event, be considered fixed.

These documents are not of a contractual nature. Our prices may be modified without advance notice, in particular due to monetary fluctuations or any other incidence that may have an impact on the price of raw materials or labour.

4.2 – Prices given are understood as exclusive of VAT.

4.3 – Prices given for orders on quotation may be revised at any time of delivery, depending on their constitutive elements and according to the formula specified in the sales contract as accepted by the purchaser.

4.4 – If a checking procedure by a certification body is imposed by the purchaser, ordinary expenses such as acceptance fees and inspection report costs are payable thereby.



5 - DELIVERY

If the purchaser, on arrival of the goods, instances missing or damaged goods, it must immediately advise the carrier of its reservations on the delivery documents, even if the dispatch was realised carriage-paid. These reservations must be confirmed to the carrier by way of a letter sent by recorded delivery requiring acknowledgement of receipt, at the latest, within three (3) working days of receipt in France and within seven (7) working days for other countries. A copy of this letter will be sent to us. It should be noted that the wording "subject to unpacking" is not valid as a complaint.

5.1 – Transfer of risks: Deliveries are realised at the purchaser's own risk. For those products that we are responsible for dispatching, transfer of risks occurs at the time of loading at our places of business onto the transportation of our choice on the purchaser's behalf. For those goods dispatched outside France, transfer of risks will occur in accordance with the Incoterm featuring on the acknowledgement of receipt of order. For those goods to be collected from our places of business by the purchaser, transfer of risks occurs on the date agreed for availability at our warehouses. No exemptions can be made to the principle of delivery at our places of business on account of information such as delivery carriage-paid to station, wharf or domicile or refund of transportation costs, in full or in part.

5.2 – Unless a firm deadline is agreed in the specific conditions, delivery deadlines are given for information only. The delivery deadline will only start on the latest of these dates: the date of acknowledgement of receipt of the order, the date on which we receive the information or progress payment that the purchaser has undertaken to remit or the date of modification of an order pending execution. In no event may delays in delivery justify cancellation of the order or payment by us of any penalties whatsoever.

5.3 – In the event of an incomplete or partially non-conforming delivery for any reason whatsoever, the purchaser must keep the goods delivered in accordance with the order, and the payment terms, for these goods, remain unchanged.

6 - COMPLAINTS

The purchaser must check, on receipt, the quantity, reference, quality, weight and dimensions. Without prejudice to measures to be taken vis-à-vis the carrier, any complaint concerning apparent flaws or the non-conformity of the product delivered or product ordered must, in order to be valid, reach us in writing within ten days of the date of arrival of the goods. The purchaser must be able to furnish any evidence as regards the reality of the flaws or anomalies instanced and must allow us all facility to proceed with the official recording of these flaws. No complaint and/or return will be accepted:

- in the event of error in use of the goods,
- in the event of failure to respect any recommendations concerning use.

Our orders are produced according to the plans or specifications as we have accepted them, and according to the specifications and data relating to use furnished by the customer.

7 - GUARANTEES

The information that we are likely to give, either directly or in catalogues, photographs or other media, is given for information only and in no event may it engage our liability, in particular for the choice of items, their use or the results obtained. In any event, flaws in materials or trade products are guaranteed within the limits agreed by our suppliers; the provisions in this article are therefore only applicable when they do not exceed these limits.

7.1 – Term of the guarantee

Our products are guaranteed for a period of six months as from the date on which they are made available or delivered.

7.2 – Defects granting entitlement to a guarantee

The guarantee does not apply if the products do not achieve the objectives that the customer has set, and of which we have not been fully informed. Any guarantee is also excluded for incidents relating to unforeseeable circumstance or force majeure, and for replacements that result from normal wear and tear of the equipment, deterioration or accidents originating from negligence, lack of supervision or maintenance and faulty use of our goods.

7.3 – The purchaser's obligations

In order to be able to invoke the benefit of these provisions, the purchaser must advise us immediately and in writing of the flaws that it attributes to the equipment, and furnish all evidence as regard the reality of such flaws. It must allow us all facility to proceed with officially



recording these flaws and to rectify them; it must also refrain, unless it has our express consent, from replacing parts itself or getting a third party to do so.

7.4 – Modalities for exercising the guarantee

It is our responsibility to rectify the flaw at our own expense, as promptly as possible, without however, this meaning that we are bound by any deadline whatsoever.

7.5 - Damages

Our liability is strictly limited to the obligations thus defined, i.e. to replacement of faulty parts only, and it is expressly agreed that we will not be bound to any additional compensation including for immaterial or indirect damage such as loss of earnings, loss of use or of revenue, a complaint from a third party, deterioration of equipment other than the equipment supplied by us, etc.

8 - RETURNS

No goods may be returned to us without our prior written agreement. After an agreement on the returns, we will only be able to draw up a credit note if the goods reach us in good condition, without having been used in production, and after they have been checked and accepted.

9 - PAYMENT

9.1 – All invoices are payable at our head office, without any discount, at 60 days on the 10th of the month following invoicing. Making goods available is the process that triggers invoicing. Drafts, acceptances and the place of delivery may not result in novation or exemption regarding this place of payment. Promissory notes and bills previously sent for acceptance must be received within 15 days of the date of invoicing. We reserve the right to adapt the payment deadline to the purchaser's circumstances and/or to make execution of orders subordinate on provision of guarantees or prior payment for the goods.

9.2 – The agreed payment terms may not be delayed under any pretext whatsoever, including in the event of a dispute. In the event of sale, transfer, pledging or the contribution of its business or its equipment to a company by the purchaser, the sums owing become immediately due.

9.3 – If an invoice, which has fallen due, is not paid, even in part, we will request:

- A delay penalty, the amount of which will be equivalent to one and a half times the legal interest rate, calculated according to the following modalities: a fraction of 1/12 of this rate will be applied, per month of delay, to all sums outstanding. This penalty will require prior formal notice and will form the subject of an invoice issued at the end of each month until the debt has been paid, the first penalty invoice being issued at the end of the month in which the payment should normally have been made. A fixed indemnity of 15% of their total will be added to their amounts and penalties recovered via contentious means. Legal costs and fees will be payable by the customer.

- The immediate payment of all invoices not yet due.

- The payment before delivery of any order already accepted.

- The recovery costs that we are required to incur.

And finally, the purchaser's previous payments, whatsoever their original allocation, will be charged, as a priority, to those of our invoices that correspond to goods that have been used or sold.

10 – TITLE RETENTION CLAUSE

Transfer of ownership to the purchaser of the goods delivered is subordinate on actual payment of the entirety of the price, in principal, interest and incidentals on the agreed due date.

In the event of payment by cheque or bill of exchange, payment will only be considered made at the time of actual receipt of payment. Transfer of risks however, occurs in accordance with the provisions in Article 5. In the event of non-payment on the envisaged due date, we will be able to request the immediate return of products at the purchaser's expense; the sale would be automatically cancelled at the time of the return. It undertakes, on this basis, that the products delivered will be identifiable. Products in stock are deemed to be products not paid for. The return to our company of the goods claimed imposes on the purchaser the obligation to compensate the prejudice resulting from the



depreciation and, in any event, the unavailability of the goods concerned.

The purchaser will also have to pay the costs relating to recovery of the price and will have to compensate all other prejudice that we are able to justify. The purchaser will have to pay, in our favour, a penalty of 2% of the price of materials and products not paid for per day of delay in returning them, as from receipt of the letter sent by recorded delivery requiring acknowledgement of receipt demanding the return. The sums owing by the purchaser on the basis of this clause will be offset against any progress payments made by the purchaser.

11 - CONFIDENTIALITY

The purchaser is forbidden to communicate to third parties the plans, studies, instructions or any other document remitted on the occasion of the purchase made from our company. With the exception of those furnished by the customer, our drawings and models, created by us, remain our property.

12 – EVENTS RELEASING US FROM COMPLIANCE WITH OUR OBLIGATIONS

We are released from our obligations by any event beyond our control that prevents or delays delivery of products and that is not attributable to an intentional or serious fault on our part. We are bound to notify the purchaser of the existence of and the grounds for any temporary prevention or impossibility to deliver if circumstances do not render this notification impossible. We are thus legally released from any commitment, particularly as regards delivery deadlines:

- if the payment terms have not been observed by the purchaser,
- if the supplies or the information to be furnished by the purchaser have not arrived in time,
- in the event of force majeure or the following events occurring on our premises or those of our subcontractors: lock-out, strike, epidemic, embargo, accident, in particular, in connection with equipment, machine breakage or break in manufacture, scrapping of significant parts during manufacture, interruption or delay in transport, impossibility of getting supplies or defectiveness of raw materials, or any other event beyond our control entailing in particular, complete or partial unemployment in our company, for our suppliers or subcontractors or rendering our production impossible or ruinously expensive.

13 - JURISDICTION - APPLICABLE LAW

For any dispute arising from this contract, even in the event of plurality of defendants or introduction of third parties, the courts for our head office alone are competent. Payments by drafts do not result in either novation or exemption from this clause attributing jurisdiction.