

## GENERAL TERMS AND CONDITIONS OF SALE

### GENERAL INFORMATION

**Art. 1** – These general terms and conditions, a compendium of practices and prevailing norms justified by the technical requirements of the profession, set out the rights and obligations of both parties.

Consequently, they constitute the legal basis of the contract for all provisions which are not the subject of a special express agreement.

They obstruct any clause to the contrary formulated in any way whatsoever by the client if the Seller has not accepted such a clause in writing.

**Art. 2** – The delivery of an order implies full adhesion and acceptance of these general terms and conditions and the waiver of the right to invoke any contradicting document, which is therefore non-binding.

**Art. 3** – The principal ultimately determines the technical specifications and must articulate all of the provisions in a precise and complete manner. Any subsequent request must be subject to the Seller's prior agreement.

**Art. 4** – For additional services or supplies, the prices and new deadlines shall be specially discussed by the parties. Under no circumstances may they be established to the prejudice of the main order.

**Art. 5** – Any cancellation of an order may give rise to compensation.

**Art. 6** – In cases where the subject-matter of the contract is maintenance or installation, relations between the parties are governed by the F.I.M.T.M.'s (Federation of Mechanical engineering and metal working industries) general terms and condition of assembly within France, provided that they do not contradict these general terms and conditions.

**Art. 7** – These General Terms and Conditions are drafted in the French language. In the event of difficulties in interpreting a translation, the French version shall prevail.

**Art. 8** – Failure to invoke the application of one of the provisions of these General Terms and Conditions, or agreement to its non-performance, on a permanent or temporary basis, may not be interpreted as a waiver to this right.

**Art. 9** – Failing an answer from the client within 24 hours following the sending of an order confirmation, the order shall be considered to have been definitely accepted.

### QUOTES AND STUDIES

**Art. 10** – Quotes requiring substantial preparation works, studies or specific experiments may be invoiced.

The parties shall agree the financial terms of their performance.

**Art. 11** – The studies carried out by the Seller, which substantially alter the specifications and which result in an improvement of the product's use value, shall remain its exclusive property and may not be disclosed, nor performed, nor reproduced without its written authorisation.

**Art. 12** – The studies and documents of any nature whatsoever, issued or sent by the Seller, shall always remain its full property and may not be reproduced; They must be returned to it upon request.

**Art. 13** – The Seller is not liable for any dimensional non-conformity of the products or of studies which arise due to a failure to disclose the necessary information or due to the disclosure of incorrect information.

**Art. 14** – For series orders, sample parts may be provided for the client's approval prior to the performance of the first order. Failing written comments within a period of fifteen days as from the date on which the client received such samples, the client is considered to have given its approval.

### CONFIDENTIALITY

**Art. 15** – Any offer issued or sent by the Seller, in any form whatsoever, is strictly confidential and may not be disclosed to third parties without the Seller's prior authorisation.

### DELIVERY - TRANSPORT

**Art. 16** – Delivery times shall run as from the last of the following dates:

- date of definite acceptance of the order by the client;
- date of payment, where agreed.

**Art. 17** – Late-payment penalties are exceptional and are subject to special agreement. Under no circumstances may they exceed 5% of the value of the material not yet delivered.

**Art. 18** – Delivery is made by direct handover of the material, either to the client, or to the carrier chosen by the client in the contract, or, failing such, chosen by the Seller. In the event of inability to deliver, or failing instructions regarding the destination, delivery shall be considered made by mere notice of availability, the parts therefore being invoiced and stored at the client's expense, risks and perils.

In any event, the Seller shall only despatch and carry out the ancillary transport operations in its capacity of agent acting on behalf of the client who, upon receipt of the invoice, shall reimburse the expenses for the prepaid shipment to the Seller. Consequently, the client, who assumes all of the risks of these operations, is responsible for checking upon arrival: the condition, the quantity, the conformity of the material delivered with the despatch note and for immediately informing the Seller of any potential observations, without prejudice to the legal actions which the client itself may take against the carrier.

**Art. 19** – In the event of postponement of the delivery date, for reasons not attributable to the Seller, the latter may, at its own discretion, invoice the totality of the order on the date initially agreed as well as invoice an additional amount corresponding to 10% of the contractual price per month of delay as from the notice of availability of the material for shipment.

The delivery deadlines shall run as from the sending of the acknowledgment of receipt of the order but are suspended until obtaining of the necessary items and administrative documents where appropriate.

### FORCE MAJEURE

**Art. 20** – The Seller shall be freed from its obligations for any event outside of its control which prevents or delays the delivery of the Products. Such shall be the case in particular for events occurring with the Seller or with one of its suppliers, such as: lock-outs, strikes, fires, floods, damage to material, riots, war, epidemics, attacks, embargos, accidents, interruption of raw materials, substantial political change in the client's country or any other event outside of the Seller's control causing partial or total unemployment in the Seller's company itself or in that of one of its suppliers.

### TERMS OF PAYMENT AND OF PRICE

**Art. 21** – Contractual prices are set depending on the economic circumstances at the time when the quote is drafted and are revisable according to the legislation in force and the exchange rate.

**Art. 22** – Failing specific provisions to the contrary, the deadline for payment is set on the thirtieth (30<sup>th</sup>) day following the date on which the invoice is issued.

In any event, sales on the French territory are subject to the observance of Article L. 441-6 of the French Commercial Code and, consequently, the agreed deadline may not exceed forty-five (45) days from the end of the month or sixty (60) days as from the date on which the invoice is issued.

**Art. 23** – The client may not defer the contractual deadline for payment if the receipt or the shipment of the supplies made available to the factory are delayed or cannot be carried out for any reason outside of the Seller's control.

**Art. 24** – Any amount having fallen due shall produce, as of right and without prior notice, interest at an annual rate of 20%. Fixed compensation of €100 shall be owed for recovery costs in the event of failure to pay on the day following the payment date appearing on the invoice. Should the recovery costs exceed said amount, additional compensation may be required. Payment on-the-spot, without discount.

Late-payment penalties are due as from the day following the date of payment appearing on the invoice.

**Art. 25** – No offsetting is permitted to the client, save for said client's uncontested debts or those which have been legally recognised by a final decision.

**Art. 26** – Payment terms being discussed between the parties, advance payments may be made.

**Art. 27** – In addition to the late-payment penalties which may be payable under Article 24, any delay in payment shall result, as of right and at the expense of the buyer, in additional compensation set, as a penalty clause, at 30% of the amount of the debts owed, as well as the totality of the costs incurred to obtain the payment withheld.

**Art. 28** – Should the client's credit deteriorate, the Seller reserves the right to demand cash payment of all or part of orders in progress before ex-works shipping.

### ACCELERATION OF PAYMENT

**Art. 29** – In the event of non-payment of an amount due on the agreed date, acceleration of payment shall be incurred as of right and without any formalities and the entirety of the balance remaining owed, both having fallen due and having yet to fall due, shall be immediately payable both for the order at issue and for all ongoing orders. Furthermore, the Seller reserves the ability to suspend, without notice, all ongoing orders and deliveries.

### TERMS OF INSPECTION, OF RECEIPT

**Art. 30** – Failing special specifications on the inspection of parts, tools and machines in delivery condition, the Seller shall carry out a dimensional and electrical inspection of ventilation equipment, in compliance with the directives in force.

**Art. 31** – Special inspections and tests shall be carried out at the expense of the buyer.

**Art. 32** – For series productions, the Seller may deliver and invoice a quantity of parts 5% higher or lower than that of the order. However, this tolerance may change depending on implementation difficulties, and the nature of the alloys and of the series at issue.

**Art. 33** – Receipt is carried out in the context of the appropriate norms according to the terms set out by the technical specifications, such as they are established by the client and accepted by the Seller.

### WARRANTY TERMS

**Art. 34** – The Seller's warranty consists of guaranteeing its supplies against any manufacturing, assembly or material defects for six months as from the date of delivery, save for abnormal use or poor storage conditions.

The warranty shall not apply in the event of defects resulting from the materials supplied or specified by the buyer.

**Art. 35** – Under penalty of forfeiture of the right to the warranty specified above, the Client is required to declare any non-conformities as soon as they are discovered within a time period agreed by the parties. By default, such period is of 7 days.

Upon expiry of this period, no claim will be admissible.

### LIABILITY

**Art. 36** – In any event, the Seller may only be held liable for its performance, such as defined in the contract and the amount of compensation owed may not exceed the amounts covered by the Seller's insurer. Any direct or indirect damage, bodily and/or material, caused directly or indirectly by the material, subject of the order, is outside of the Seller's liability, warranty period included.

### DISPUTES

**Art. 37** – Failing an arbitration agreement, the Court with jurisdiction in the place where the Seller's head office is located has sole jurisdiction for all disputes regarding supply contracts, whatever the agreed terms of sale and payment method, even in the event of introduction of third parties or of multiple defendants.

Contracts are governed by the law of the Seller's country. However, if it is the claimant, the Seller reserves the right to proceed before the court with jurisdiction in the place where the Client's head office is located and, in such case, to waive the application of its own law.

### RETENTION OF TITLE

**Art. 38** – The seller retains ownership of the goods sold until actual payment of the full price in principal and accessories. Failure to pay on any of the amounts due may result in the repossession of the goods.

### INDEPENDANCE OF CLAUSES

**Art. 39** – Should any of the clauses contained in these General Terms and Conditions be declared null and void, it shall be deemed to be unwritten, but it shall not cause neither the order, nor these General Terms and Conditions, to become null and void.