

1 - GENERALITIES

These general purchasing terms are issued by WILLO SALMSON FRANCE identified as the "Purchaser". They apply to all orders placed with the supplier, (hereinafter called the "Vendor)", for goods or services (hereinafter called the "Goods"), except in the event of modification by the Specific Terms stipulated on the order form.

The order accepted by the Vendor implies its acceptance of these general purchasing terms. If the acknowledgement of receipt of the order specifies different terms, they shall only bind the Purchaser if the latter has confirmed its agreement in writing.

2 - ORDERS

Every delivery of Goods must correspond to a legal order from the Purchaser placed by means of transmission leaving a written trace.

Failing this, the Goods can be refused.

Similarly, subject to the same sanction, the order number must be stated on any document of delivery or shipping, which must always accompany the Goods.

3 - DELIVERY

The shipping costs are paid by the Vendor.

The Goods are shipped at the risk and peril of the Vendor. The transfer of risk only takes place at the time of receipt of the Goods at the place of delivery designated by the Purchaser in its order. The delivery date stated on the order forms is the date of arrival of the Goods at the place of delivery and not the shipping date.

All the orders of the Purchaser must be delivered free of carriage and with packaging at the place of delivery stated on the order form, except in the event of special agreements shown on the latter.

The packaging (notably cases, spools, barrels) must be recovered by the Vendor

As soon as it shall have been notified of their availability. The responsibility of the Purchaser cannot be involved in the event of missing or damaged items.

Any delivery can be refused if it is not accompanied by one delivery form per order. The latter, drawn up on a document with the headed paper of the Vendor, must state the number of the order and specify the Goods delivered in the same terms (description, quantity, specification, etc.) as the order form and, if necessary; its breakdown by case or other packaging, as well as the gross and net weight.

4 - QUANTITIES

The quantities are established in the order of the Purchaser. The latter reserves the right to return to the Vendor, at its expense, early or surplus deliveries and claim the quantities missing under the conditions of the order.

The Purchaser reserves the possibility of modifying the quantities and dates of delivery

Initially stipulated, without, however, these modifications being made less than three days before the date initially fixed.

5 - TIMES

The delivery date stated on the order form is binding. The Vendor must notify the Purchaser in writing of any event capable of entailing late delivery. This document must state the cause of the lateness and its consequences for the delivery time.

In the event of late delivery of all or part of the order, by dispensation from the provisions of Article 1184 of the Civil Code, the Purchaser reserves the right to cancel the order, without prior notice, with the sole reference to the breach of the delivery time stipulated in the order justifying this immediate cancellation.

In the event of cancellation, the supplies shall be sent back to the Vendor at its expense.

Furthermore, the Purchaser reserves the right to claim damages.

A delivery contrary to the order form within the meaning of Article 2 of these general terms cannot give rise to any claim whatsoever and a fortiori the benefit of penalties in the event of late payment, in favour of the Vendor.

6 - PRICE

Except in the event of specific stipulations, the price of the order is stated on the order form or is the result of the modalities of calculation stipulated by this order form.

Any change in price envisaged by the Vendor must be immediately notified to the Purchaser on receipt of the order and, in this case, the execution is subject to the acceptance in writing of the new price by the Purchaser.

7 - INVOICES

The invoices must be sent by the post in one copy to the accounting department of the Purchaser on completion of the sale [or provision of a service] (under threat of postponement of payment). They cannot, in any event, serve as a delivery or shipping form.

The invoices issued must imperatively comply with the provisions stipulated by Article L.441-3 of the Commercial Code. In particular, they must state the order number of the Purchaser, the description, quantities, dates and references of the delivery form, as well as the detailed price. A separate invoice must be drawn up per order form, except in the event of formal, prior agreement.

8 - PAYMENTS

The payment time agreed between the Purchaser and the Vendor is established in compliance with the provisions of Article L.441-6 of the Commercial Code.

Payments are made subject to the compliance of the Goods and invoiced to the specifications and clauses of the order.

Payments shall be made by promissory note, cheque or bank transfer according to the conditions stipulated between the Purchaser and the Vendor.

An early delivery shall have not effect on the date of payment.

9 - QUALITY – ACCEPTANCE

Unless otherwise provided in the orders, drawings or specifications of the Purchaser, the products must comply with the standards in effect in France and any other country in which these products could be used, as well as with the order and present the material qualities expected by the Purchaser.

Any Goods shall only be considered as qualitatively accepted after material verification of compliance with the criteria stipulated above, conducted by the Purchaser.

The inspection conducted on the premises of the Vendor by an administration or any other body ; as well as the taking of delivery, can never constitute dispensation from this clause.

The Goods whose quality does not comply with the order of the Purchaser can be refused within thirty (30) business days following the delivery, whether they are being received, in a store or already being used. The Purchaser shall notify this refusal in writing.

The Goods refused must be removed at the expense of the Vendor within a period of eight (8) business days from the notification to the latter. Beyond this period, the Purchaser reserves the right to automatically return them to the Vendor at its expense or to store them at its expense, risk and peril. Furthermore, the Purchaser reserves the right to require the replacement or the reimbursement of any Goods not accepted, independently from the application of the statutory warranty covering the goods delivered and accepted.

10 - WARRANTY

The Vendor is obliged to warranty the subject of the order against any apparent or hidden defect in design, manufacturing, assembly or operating for a period of twenty-four (24) months from the actual delivery of this order. The application of the warranty by the Purchaser is triggered within a period of eight (8) days from the discovery of the defect. The Vendor is obliged to proceed, free of charge, at the choice of the

Purchaser with the repairing and replacement of all or part of the defective part or product or even with the reimbursement of the order if the Purchaser considers that this repairing or this replacement is impossible or unsuitable.

Whatever the case, the costs of parts, labour and travel shall remain incumbent on the Vendor, as well as the costs of shipping to and from all or part of the warranted product.

If the Purchaser triggers the warranty and the Vendor does not intervene within a period of fifteen (15) calendar days from the application of the warranty, the Purchaser reserves the right to make a third party intervene at the expense of the Vendor, after having notified it beforehand in writing.

11 - CONFIDENTIALITY

The Vendor undertakes not to disclose to anyone or to use for itself or a third party, without prior, written agreement, any file, document or tooling that the Purchaser may have provided to it or which it may have produced on behalf of the Purchaser.

The Vendor undertakes to return any file, document, tooling or equipment, which is the property of the Purchaser, at the request of the Purchaser or, whatever the case, at the end of the contract. The Vendor undertakes to maintain the strictest confidentiality about the technical and commercial information to which it may have had access during the execution of the order.

12 - INDUSTRIAL PROPERTY

The acceptance of the order implies that the Vendor guarantees that the Goods stipulated by this order do not infringe any industrial property right, patent, know-how, trademarks or drawings and models that are the property of any third party or parties.

If one or several components of the Goods are the subject of such proceedings for forgery, the Vendor undertakes, at its expense, to ensure the defence, to manage the proceedings and to pay the damages granted, as the case may be, to the said third party and undertakes either a) to replace the forged component or components or b) to modify the components concerned in such a way that they are not forged or c) to obtain for the Purchaser the right to continue to use the component or components concerned.

In the event of the successive failure of the Vendor in the three options, the latter shall owe to the Purchaser all-inclusive compensation equal to the total amount of the orders, one or several parts of which constituting the Goods are the subject of proceedings for forgery, without prejudice to any additional legal action on the part of the Purchaser.

13 - ETHICS

The Vendor undertakes to comply with the ethical rules in affect with the Purchaser, It undertakes not to make any offer or have any behaviour towards the employees of the Purchaser and its commercial partners, which could infringe the principle of free competition and, in particular, aim to obtain from its employees or commercial partners any advantage whatsoever in the placing of the order, in its modalities of execution and, more generally, which may exercise an influence on the relationship between the Vendor and the Purchaser.

Furthermore, the Vendor declares and guarantees that it complies both directly and through its own suppliers and sub-contractors with the labour laws and, in particular, the rules of industrial hygiene and safety, as well as with the international agreements and recommendations of the International Labour Organisation.

14 - GOVERNING LAW – JURISDICTION

The relations of the Purchaser and the Vendor are governed by French law.

In the event of a dispute involving the commercial relations of the Purchaser and of the Vendor, the Paris Commercial Court shall have sole jurisdiction to the exclusion of any other Court.

15 - FORCE MAJEURE

The Purchaser cannot be criticised for not accepting the deliveries stipulated in the event of the occurrence of an event of force majeure at the place of delivery agreed or of a social conflict within the company.

The Purchaser shall try to notify the Vendor of the occurrence of one of these events.

16 - ADVERTISING

Our orders cannot give rise to any direct or indirect advertising in any event and in any form.