

INTRODUCTION

These Terms and Conditions of sale form an integral part of the contract and override any document to the contrary of the Purchaser, its authorised agents or shippers, which has not been accepted in writing by the Vendor. Any modifications that the parties may make to these Terms and Conditions require an express, written agreement.

1 - PLANS AND DOCUMENTS

The weights, technical characteristics, price performance and other data shown in the catalogues, prospectus, circulars, advertisements, engravings, price lists and any other medium are only indicative. This data is only contractually binding if the contract expressly refers thereto.

2 - BIDS

The bids are drawn up on the basis of the specifications provided by the Purchaser. The Vendor is only bound by the written commitments made on its headed paper and signed by an authorised representative. Except in the event of a specific agreement, the bid shall be valid for one month.

3 - TRAINING AND PERFORMANCE OF THE CONTRACT

The contract shall be deemed to have been concluded by its signature by both parties or even by the written acceptance by the Vendor of the order placed by the Purchaser. The performance of the contract shall only begin after collection of the deposit stipulated in the order and, as the case may be, after receipt of the authorisations of the official export and import bodies, as well as after receipt of the other documents stipulated in the contract, valid and usable by the Vendor.

The commitments of the parties shall be executed in accordance with the terms of the contract and in good faith. Any modification must be the subject of a written protocol accepted by the Vendor.

4 - VERIFICATIONS AND TESTS

Any verifications, tests or inspections requested by the Purchaser are incumbent on it.

5 - PRICE

Except in the event of a specific agreement, the prices are tax excluded for the equipment without specific packaging, according to the Terms and Conditions of delivery stipulated in the acknowledgement of receipt of the order. They do not include the duties, taxes, additional costs or charges of any kind whatsoever, payable outside France. Except in the event of a stipulation to the contrary, the prices are expressed in the legal tender of France. For any order, the net amount of which, excluding taxes, is less than € 600, a contribution to the delivery costs shall be applied according to the schedule in effect.

6 - PAYMENT**6.1 Payment terms and conditions**

In accordance with Act No. 2001-420 of 15 May 2001, payment must be received by the Seller at the latest on the 30th day after the handover date, unless agreed otherwise in writing between the parties.

Under no circumstances can the contractual payment date be unilaterally called into question by the Buyer under any pretext whatsoever, including in the event of dispute. Early payments will be made with no discount, unless agreed otherwise in writing.

6.2 Late payment

In accordance with Acts No. 2001-420 of 15 May 2001, 2008-776 of 4 August 2008, and 2012-387 of 22 March 2012, any late payment will result, without prior formal notice, in the application of late payment interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, calculated according to the provisions of Article L.441 6 of the Commercial Code, and in the payment of inclusive compensation of forty (40) euros for collection expenses. Additional compensation for collection expenses may be requested by the Seller, with justification. Any late payment on a due date or deterioration of the Buyer's financial situation as determined by a credit insurance establishment will result in the expiry of the loan term, with all of the sums due becoming immediately payable. The fact that the Seller avails itself of one and/or the other of these provisions does not deprive it of the right to implement the property provision clause contained in Article 13. In the event of late payment, the Seller has the right to withhold the manufactured products and associated supplies.

6.3 Automatic debit practices

The Buyer will refrain from any unlawful automatic debit or credit, and in general, will refrain from invoicing the Seller all sums that have not formally been accepted by the latter, for any reason whatsoever.

7 - DELIVERY TIME

The time runs from the day when the conditions necessary for the performance of the contract are fulfilled. The Vendor is discharged by right from any commitment concerning the delivery times in the event where the Purchaser does not comply with one or several of its obligations under the contract or in the event of force majeure or of events or causes outside of the control of the Vendor making normal performance of its obligations impossible. As far as possible, the latter shall keep the Purchaser informed of these events in due course. Late delivery penalties are only due if they are accepted in writing by the Vendor and they exclude any other compensation which the Purchaser may claim.

8 - PACKAGING

The packaging eventually requested is always payable by the Purchaser, in addition to the agreed price, and is not taken back by the Vendor, except in the event of a specific stipulation.

9 - DELIVERY

In the event of a specific stipulation in the contract, the deliveries mean goods (products and accessories) delivered on an unloaded truck, in their standard packaging. The delivery conditions are stipulated at the time of the order and are stated on the Acknowledgement of receipt of the Order. In the event of sale "Ex Works", the risks relating to the goods not removed, the operations, subsequent to the supplying at the factory and, in particular, of shipping, handling, storage and delivery to the site are incumbent on and at the expense and responsibility of the Purchaser.

In all cases, it is the responsibility of the Purchaser to verify all the shipments on arrival, to mention, if need be, reservations to the shipper within 48 hours and to immediately inform Vendor thereof. Any mention of the INCOTERMS shall mean reference to their latest version in effect at the time of the conclusion of the contract.

10 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY**10.1 - Intellectual property and knowhow of the documents and products**

All the intellectual property rights as well as the know-how incorporated in the documents sent, the products delivered and the services performed remain the exclusive property of the Vendor.

Any transfer of an intellectual property right or know-how must be the subject of a specific contract. The Vendor reserves the right to use its know-how and the results of its research and development work.

All the plans, descriptions, technical documents or estimates provided to the other party are communicated within the framework of a loan for use, the purpose of which is the assessment and the discussion of the Vendor's commercial bid. They must not be used by the other party for other purposes. These documents must be returned to the Vendor at its first request.

10.2 - Confidentiality clause

The parties reciprocally undertake to comply with a general confidentiality obligation involving any confidential information, verbal or written, whatsoever and whatever the medium thereof (discussion reports, plans, exchanges of computerised data, activities, installations, projects, know-how, prototypes produced at the request of the Purchaser, products, etc.) exchanged within the framework of the preparation and the performance of the contract, except the information which is generally known to the public or that which shall become so otherwise than by the action of the Purchaser.

Accordingly, the parties undertake to :

- keep strictly secret all the confidential information and, in particular, never to disclose or communicate in any way whatsoever, directly or indirectly, all or part of the confidential information to anyone whatsoever, without the prior, written authorisation of the other party

- not to use all of part of the confidential information for purposes or for an activity other than the performance of the contract

- not to make any copy or imitation of all or part of the confidential information.

The parties undertake to take all the measures necessary to ensure compliance with this confidentiality obligation throughout the term of the contract and even after its expiry and guarantee compliance with this obligation by all of their employees and subcontractors or other contracting parties. This obligation is an obligation for results.

10.3 - Guarantee clause in the event of forgery

Each of the parties guarantees that the elements which it has provided or designed for the performance of the contract (plans, specifications, processes and their conditions of application, etc.) do not use the intellectual property rights or know-how held by a third party. They guarantee that they can freely use them without infringing any contractual or statutory obligation.

They mutually guarantee each other against the direct or indirect consequences of any legal action for civil or criminal liability resulting from legal action for forgery or unfair competition.

11 - GUARANTEE AND LIABILITY**11.1 - Contractual guarantee**

Except in the event of a stipulation to the contrary, the Vendor offers a guarantee of 24 months from the date of manufacturing. This period is extended to 36 months for the circulators. The guarantee means a mechanical guarantee and covers, at the Vendor's discretion, defects in materials and manufacturing. To invoke the guarantee, the Purchaser must notify the Vendor in writing of the defects within 8 days from their discovery, which it attributes to the product and specify the operating conditions existing at the time of the recording of these defects. Beyond this period, the guarantee can no longer be invoked.

The guarantee only consists, at the Vendor's choice, of the repairing or the replacement of the products recognised to be defective by it and sent to its workshops. It does not cover the travel, transport or shipping expenses and the costs of removal/reinstallation such as the handling costs.

11.2 - Liability

The Vendor's liability is strictly limited to compliance with the contractual specifications. The Vendor must produce the product or service requested by the Purchaser in compliance with the professional standards of its profession. The Vendor's liability shall be limited to the direct material damage caused to the Purchaser which may result from mistakes attributable to the Vendor on the performance of the contract. The Vendor shall not be obliged to compensate for intangible or indirect damage such as operating losses, loss of profits, opportunity cost or commercial prejudice or theoretical losses.

The Vendor is not obliged to compensate for the damaging consequences of mistakes committed by the Purchaser or of third parties concerning the performance of the contract.

The Vendor is not liable for the damage resulting from the use by the Purchaser of technical documents, information or data emanating from the Purchaser or imposed by the latter.

The Vendor's liability, all causes included with the exception of physical injuries or serious professional misconduct, is limited to the amount collected for the goods or service in question on the day of the occurrence of the event involving the Vendor's liability. The Purchaser guarantees the waiver of the right of recourse of its insurers or third parties contractually bound to it against the Vendor or its insurers beyond the limits and exclusions stipulated above.

11.3 - Exclusions of guarantee and liability

The guarantee does not apply and any liability of the Vendor is excluded in the following cases :

- parts subject to wear and tear
 - installation or use not in accordance with professional standards or the stipulated technical specifications
 - non-compliance with the installation, use or maintenance instructions
 - supervision, storage or maintenance defects
 - modification or intervention of the Purchaser or of a third party on the product not authorised by the Vendor or carried out with parts and/consumable items not from the Vendor.
- The guarantee does not apply and any liability of the Vendor is excluded in the event of non-payment of the Purchaser and it cannot use the activation of guarantees to suspend or defer its payments.

12 - RETURN OF THE EQUIPMENT

The Vendor is not obliged to take back equipment which may be returned to it for a reason not involving its liability. In the event where it should accept it exceptionally and solely during a period of six months from the invoicing of the equipment, the buyback shall be made at the price invoiced, minus 20% and the costs of repair. The physical return of the equipment shall only be made after acceptance by the Vendor of a return form issued by the Purchaser providing the description of the equipment and the reasons for the return to the Vendor. The equipment must be returned to the Vendor according to the Incoterm "Returned with duty paid to its factory".

13 - OWNERSHIP RESERVATION

The Vendor retains the ownership of the goods sold until the actual collection of all the amounts due. The failure to pay any of the instalments can entail the claiming of these goods. It is recalled that the remittance of bills or any other instrument creating an obligation to pay does not constitute a payment. Nevertheless, the transfer of the risks to the Purchaser takes place at the delivery of the equipment as stipulated above, and the cost of the corresponding insurance policies is incumbent on the Purchaser. The Purchaser cannot, for any reason whatsoever, proceed with the resale of the goods for as long as the price thereof shall not have been fully paid to the Vendor. The Purchaser can in no event pledge the goods or use them as collateral.

14 - TERMINATION

In the event of breach by the Purchaser with one of its contractual obligations, and notably in the event of non-compliance with one or several payment instalments, the Vendor can terminate the contract by right after formal notice to perform has been sent to the Purchaser, by registered letter with acknowledgement of receipt, which has remained without effect for eight days.

15 - EVOLUTION OF TRADE RELATIONS

The sales conditions granted to the Purchaser do not constitute a commitment by the Vendor as to future terms and conditions. In the event, in particular, of a payment incident, of serious doubt about the solvency of the Purchaser or of any commercial practice prejudicial to the Vendor, the latter can propose new conditions or not accept new orders.

16 - SUB-CONTRACTING

The Vendor has the right to sub-contract all or part of the studies, manufacturing, supplies, services and works which are the subject to the contract. The Purchaser cannot transfer the contract without the prior, written agreement of the Vendor.

17 - FORCE MAJEURE

Neither of the parties to this contract can be held liable for its delay or its failure to perform one of the obligations incumbent on it under the contract if this delay or this failure are the direct or indirect effect of an event of force majeure understood within the meaning of French jurisprudence, such as the occurrence of a natural disaster, earthquake, storm, fire, flooding, conflicts, war, attacks, labour conflicts, total or partial strike, a binding injunction of the public authorities (ban on importing, embargo), operating of shipping accidents, breakdown of machines, explosion or serious deficiencies of Vendors. Each party shall inform the other party immediately of the occurrence of an event of force majeure of which it shall have knowledge and which in its eyes is capable of affecting the performance of the contract.

18 - GOVERNING LAW AND DISPUTES

The contract is governed by French law. In the event of a sale in France, all the disputes shall lie within the exclusive jurisdiction of the Court in the jurisdiction of which the registered office of the Vendor is located. In the event of a sale outside of France, any dispute shall be settled definitively according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce, including the Rules for pre-arbitration referral, by one or three arbitrators appointed in accordance with these rules. The arbitration language shall be French and the place of arbitration shall be Paris.