

## GENERAL CONDITIONS OF SALE

1. The fact that a purchaser orders merchandise from us automatically implies their acceptance in full and without reservation of these general conditions of sale, to the exclusion of all other documents.

No special condition can, except where it is accepted formally and in writing on our part, take precedence over these general conditions of sale. Any condition to the contrary put forward by the purchaser will not be enforceable therefore, in the absence of express acceptance on our part whatever the time it was brought to our attention. The fact that we do not take advantage of one of the provisions in these conditions at a given moment cannot be interpreted as meaning that we will not take advantage of it at a later date.

2. Orders are not definitive until they have been confirmed in writing. In case of cancellation or reduction of the order, the purchaser will be liable to pay us compensation for the whole of the expenses and / or investments incurred for the execution of the order, as well as for the shortfall in profits corresponding to the cancellation or reduction of the order.

3. All our merchandise is considered as seen and accepted on despatch from our factories. Consequently, whatever the despatch method, our merchandise is always carried at the buyer's risk. If prices are carriage and packing paid, these expressions only indicate that the prices include transport costs, the risks of loading and transport remain the buyer's liability.

In addition, for despatches to foreign countries, our merchandise is always carried ex factory and at the buyer's risk. It is the purchaser's responsibility to check the state and quantity of our merchandise at the time of delivery and in case of damage or missing goods, to comply with the provisions of article L133-3 of the Code of Commerce in order to safeguard his/her rights towards the carriers.

It is the purchaser's responsibility, in case of damage to the merchandise delivered or missing goods, to make a complaint to the carrier.

Any product about which a complaint has not been made to the carrier by registered post with acknowledgement of receipt within 3 days of its delivery, in accordance with article L 133-3 of the Code of Commerce, with a copy simultaneously sent to our company, will be considered accepted by the customer.

4. Our delivery times are given for information only. Delays may not give rise to damages, or lead to the order being cancelled.

Non-compliance by the purchaser with these general conditions of sale and / or special conditions of payment concerning previous or current deliveries, automatically releases us from any undertakings that may have been made concerning delivery deadlines.

Any unforeseen event over which we have no control and any event making it impossible or only difficult for us to carry out our undertakings, may lead at our discretion to our undertakings being terminated or suspended without us being liable for damages. In particular the following are considered as cases of unforeseen events over which we have no control: strike, lock-out, interruption to transport, shortage of rolling stock, import or export ban, restrictions, fire, machine breakdown, etc.

Additionally, we try to avoid any change or technical modification to our products. However, if such modification is necessary, substantial changes will only give the right to cancellation of the contract, excluding all damages and compensation for loss of profit.

5. Without prejudice to the provisions that apply with respect to the carrier, complaints concerning apparent defects or non-compliance of the merchandise delivered with the merchandise that was ordered, must be expressed at the time of delivery and immediately confirmed in writing by registered letter with acknowledgement of receipt, within a period of 8 days including the day of delivery. It will be the purchaser's responsibility to justify the reality of the defects or faults noted. In addition, quantities sent can vary within a limit of plus or minus 10% of the quantities ordered, which the purchaser accepts.

Any return of goods must be the subject of a formal agreement between the seller and the purchaser.

In the case of apparent defects or non-compliance of the products delivered, duly noted under the conditions set out above, the purchaser will be able to obtain replacement goods, to the exclusion of any compensation or damages.

6. The guarantee does not cover apparent defects. Our guarantee is limited to hidden defects. As our purchasers are professionals, a hidden defect means a manufacturing defect rendering the product unsuitable for use and one that is not likely to be noticed by the purchaser before its use. Work carried out under the guarantee does not have the effect of extending it. Our guarantee will be limited to the replacement of the item we supplied which is recognized as being defective, to the exclusion of all other costs resulting from repairs or replacement, as well as all damages, reimbursement of salaries, costs due to work related accidents, etc.

All complaints, in order to be enforceable against us, should be made in writing and the purchaser undertakes to take all conservatory measures to avoid deterioration of the merchandise.

For parts recognized as being defective to be repaired or replaced, the customer must grant us, without expense, the necessary time to carry out any inspections required. In addition, our guarantee becomes void:

- a) When deterioration is caused by normal wear and tear of the products.
- b) When the customer does not comply with his/her obligation to pay.
- c) When our products are repaired or replaced by persons not belonging to our business.
- d) When damage is due to negligent handling, changes made to our products or generally, to incorrect use of our products.

Our guarantee is limited to the first 6 months of use, it being specified that our parts are deemed to be used by the purchaser within 3 months of delivery at the latest.

7. The customer may be charged for a contribution to the expenses necessary to produce the product, without ownership of the plant being transferred to him/her however.

8. Transfer of ownership of the merchandise sold is subject to full payment of the price. Failure to pay within the agreed term could lead to restitution of the merchandise being demanded automatically and without prior formality.

These provisions do not prevent the transfer of risk of loss of, and / or damage to, the merchandise sold or any damage it may cause, as soon as it leaves our factory. The purchaser undertakes to insure the merchandise against all the risks described above and to which he/she is exposed. The purchaser is authorized in the context of his/her normal work, to resell the merchandise delivered before payment. However, this authorization will be automatically withdrawn in case of non-payment of an invoice when it becomes due or if payments are stopped.

Merchandise in the purchaser's possession will be presumed to be the merchandise that has not been paid for. In addition, in case of processing or incorporation of the merchandise, we will be, until it is paid for in full, considered as joint owner of the product produced by this processing or incorporation, up to the initial value of our merchandise for which payment has not been received.

Partial payments will be retained by way of compensation for the losses suffered due to the purchaser's failure to carry out the contract and in particular, those resulting from the disappearance of, or damage to, the merchandise, without prejudice to our company's right to claim other damages in full compensation for the harm suffered.

9. We reserve the right of copyright over our estimates, projects, drawings, plant plans and other documents. They may only be communicated to third parties with our consent. In addition, the purchaser undertakes to ensure that his/her staff exercise the greatest confidentiality with regard to these documents and / or information concerning our company and our products.

The documents attached to our offers are to be returned to us on request.

On the other hand, our customer will remain responsible for plans, drawings, models and any other documents whether legally protected or not, entrusted to us for the execution of certain parts.

10. Merchandise is invoiced at the rates and under the terms in force on the day of the delivery. Our prices do not imply any commitment for additional orders.

11. Except where expressly stipulated to the contrary, our invoices are payable at our registered office by cheque or bill of exchange 30 days from the end of month in which the invoice is issued. Accepted bills of exchange must be returned us, duly accepted, within 4 days of their being sent.

Failing this, our company is authorized to demand immediate payment and in cash of all debts, and this notwithstanding all other terms of payment that have been agreed.

In addition, any delay in payment as compared with the due date automatically implies, without formal notification, the expiry of the term and immediate payment being due of all current commercial bills or invoices, as well as the suspension of execution of any orders and / or work and the implementation of the reservation of title described above.

Late payment penalties are due in the absence of settlement on the day following the payment date shown on the invoice. The interest rate for these late payment penalties is 25% per annum. Moreover, every payment delay will be subject to a fixed compensation for collecting charges, which amount has been set to Euro 40 by the decree N°2012-1115 dated 02nd October 2012

All recovery by legal means implies the exercising of a penalty clause equal to 20% of the amount of the sums unpaid independently of legal costs or compensation under article 700 of the New Code of Civil Procedure.

In case of a change in the purchaser's legal and financial situation likely to affect his/her capacity to honour his/her financial commitments, we reserve the right, even after partial execution of an order, to require guarantees, payment in cash or by sight draft, and / or to terminate current contracts. No complaint by the customer can lead to the suspension of payment of his/her invoices.

12. In case of difficulty of interpretation and execution of these conditions, the courts within whose jurisdiction our head office is situated alone are competent. The remittance of bills of exchange or any other means of payment does not imply novation with regard to, or dispensation from, this clause assigning jurisdiction, which applies even in case of the introduction of third parties or a plurality of defendants.

13. Any question relating to these general conditions of sale as well as to the sales they govern not covered by these contractual stipulations, will be subject to French law, and additionally, to the Vienna Convention on the international sale of merchandise.

**The only valid version is in French.**