

# Non-Contractual Translation of the "General Conditions of Sale".

## Only the French version is legally valid.

### 1. GENERAL

Any order implies compliance without reservations with the general conditions below, which are the only ones that govern our sales and services, with the explicit exclusion of the client's general conditions (in particular purchasing) or of any other document issued by him, the provisions which appear in them being cancelled as of right and without any formalities.

All orders are only valid, and the sale or services contract is only deemed to have been concluded, when they have been explicitly accepted in writing in the form of an order acknowledgement, drawn up by our company, including when offers are made by our representatives or members of our staff. If need be, in addition to the written confirmation of the order by our company by order acknowledgement, the order will only be valid, and the sale or services contract will only be deemed to have been concluded, when all or part of the price of the order has been received by our company.

Our company reserves the right to require full or part payment when the order is placed if the financial situation seems to require this.

Orders by telephone, fax, minitel or Internet are only accepted at the client's responsibility.

The seller's offers are only valid for a maximum period of one month as from the date of their dispatch.

Weights given in quotations are for information purposes only and cannot under any circumstances be the reason for a complaint or price reduction.

### 2. MANAGEMENT OF CLIENT ACCOUNTS

We reserve the right to make the opening of an account, or the application of our conditions, conditional on obtaining accounting, financial and legal documentation and, if need be, guarantees.

Any opening of an account is only valid after our management's agreement.

The performance of an initial order will not depart from this rule.

Any granting of payment terms is conditional on a prior financial analysis.

### 3. PRICES

Our prices are understood to be exclusive of tax, all additional duties and taxes are to be borne by the purchaser.

Our basic prices (price list) must not under any circumstances be deemed to be retail sales prices.

We reserve the right to change our prices without notification.

The prices applied are those that are in force on the date of the order.

We reserve the option of making any technical modification (or improvement) to our products, without notification.

Our prices are understood to be ex our warehouses, insurance, packaging and transport not included.

The conditions for applying carriage and packaging paid, along with price increase for orders with a low monetary value or delivered over the counter, are the subject of special conditions.

### 4. LEADTIMES

Leadtimes are given for information purposes and do not constitute an obligation on our part to deliver on the date indicated. However, we will strive to adhere to the leadtimes as far as it is possible to do so.

If need be, the starting point for the leadtimes is delayed until the effective payment of the deposit scheduled for this order.

We do not accept any penalty or indemnity of whatever nature for a delay in delivery.

Our delivery obligations are suspended as of right and without any formalities and we are relieved of any liability in the case of the occurrence of events such as: strikes, failure of a supplier, restriction or prohibition of import, etc., as well as in the case of the occurrence of any circumstances outside our control and that of our suppliers, which have arisen after conclusion of the contract and which prevent performance under normal conditions.

### 5. SHIPMENTS AND TRANSPORT

All our goods are sold ex our warehouses or depots. As a result, the client bears the risks for the goods sold as soon as they leave our warehouses, the choice of haulier being the responsibility of the client, even in the event of "free" or "payment on delivery" shipment, with these indications only having to be considered to be provisions relating to transport costs.

Notwithstanding the reservation of title clause stipulated below, our goods travel and are unloaded at the recipient client's risk and the latter must check their condition as soon as they arrive and exercise recourse against the haulier, if need be. In the event of missing items or damage, the recipient must himself state any reservations that he deems to be necessary to the haulier responsible, on delivery of the goods. In addition, within three working days following receipt of the transported goods, he must notify the haulier of his protest with the evidence for it, by an extrajudicial deed or by recorded delivery letter, at the risk of losing any right of recourse against the haulier and/or our company.

### 6. PAYMENT

Our invoices are for cash payment to our Head Office, unless otherwise stipulated, accepted by us. A discount will be applied in the event of prior payment under the conditions provided for under the special stipulations.

Any payment delay relating to any due date whatsoever leads, as of right and without prior notice, to:

- Forfeiture of the time period for all orders executed and not paid, even if they have given rise to bills of exchange.
- Suspension of the execution and cancellation of ongoing orders, if our company so wishes.
- Cancellation of all credit notes and/or price reductions acquired and/or to be established.

In compliance with the provisions of the amended Law 92.1442 of 31 December 1992, any professional purchaser, after formal notification by recorded delivery letter with acknowledgment of receipt, will be liable to a penalty for delay of

payment calculated by applying an interest rate equivalent to 1.5 times the legal interest rate to all the remaining sums due.

In the event of a change in the purchaser's situation, in particular in the event of death, incapacity, winding up or modification of the company, mortgaging of its immovable property, sale or pledging of its business, we reserve the right, even after partial execution of an order, to require a payment in advance or guarantees or to cancel, if need be, the balance of the order.

### 7. COMPLAINTS AND RETURNS

All complaints regarding incomplete or non-compliant delivery or for a visible defect, must be sent to us in writing, immediately after receipt of the goods.

If this is not the case, no subsequent complaint can be taken into consideration by our company.

In general terms, our company's liability is strictly limited to the obligation to replace the non-conforming goods, to the exclusion of any damages.

Returns of goods are only accepted after our company's prior written agreement. The transport of the returned goods is at the costs and risk of the purchaser.

The returned goods must be in a perfectly preserved condition, in their original wrapping and packaging and show no sign of disassembly, installation or use.

### 8. RESERVATION OF TITLE

We reserve the right to ownership of the products sold until settlement of the full price and the incidental charges.

The presentation of a bill of exchange or any other security that simply creates an obligation to pay does not constitute a payment. However, as the risks of the item have been transferred to the purchaser as from shipment, he undertakes to insure them and to indicate our status as owner to his insurer. We grant to dealers and manufacturers the right of resale of our products by normal commercial channels, in revocable terms.

This right will cease, ipso jure and without any formalities, in the event of full or part non-payment of any amount due whatsoever.

The purchaser is obliged to inform us by recorded delivery letter with acknowledgement of receipt, without delay, of any seizure attempt. He undertakes to maintain our ownership rights under all circumstances.

In the event of failure to make full or part payment of the price of the goods on the due date, these must be returned to us at our first written request at the costs and risk of the purchaser who undertakes to do so, with this being eight days after formal notification by recorded delivery letter with acknowledgement of receipt sent to the purchaser, this having remained without effective response, in all or in part, during this time.

### 9. GUARANTEES

The seller undertakes to remedy any operating defect arising from a fault of materials design within the limits of the provisions below:

- The guarantee is explicitly restricted to the free replacement of the defective parts provided free at our address. The repair or replacement of parts does not extend the guarantee period.
- Labour costs for disassembly and reassembly of the products on vehicles or other equipment are to be borne by the client, except where there are special contractual conditions.
- The guarantee clause does not cover deteriorations arising from normal use, lack of maintenance, negligence, defective assembly or abnormal use, or from an act of God or force majeure.
- The guarantee will be withdrawn from any part which has undergone a modification without the seller's prior written agreement.

Duration and starting point:

Unless there is a special stipulation, the guarantee only applies to defects that appear during a period of six months (guarantee period). The guarantee period runs as from the date of delivery.

Purchaser's obligations:

To be able to assert the benefit of these provisions, the purchaser must inform the seller in writing of the defects he ascribes to the product and provide any evidence that these are real.

Unless explicitly agreed by the seller, he must abstain from carrying out the repair(s) or from having them carried out by a third party.

The transport costs for the defective parts, along with those for the return after repair or replacement, are borne by the purchaser.

### 10. CANCELLATION CLAUSE

In the event of failure by the client to perform any of his obligations whatsoever, by dint of these documents and eight days after formal notification by recorded delivery letter with acknowledgement of receipt which has remained, wholly or partially, without effective response, the sale will be cancelled as of right, immediately and without any formalities: Partial advance payments that may have been made by the client, being acquired by the seller as initial damages and without prejudice to any other damages.

### 11. PENALTY CLAUSE

In the event of legal action for recovery of our debt, we reserve the right to make a legal claim, under the terms of a penalty clause, for a sum equivalent to 15% of the amount due as the principal, with a minimum of 2,000 euros exclusive of tax, to take into account the fees and fixed costs arising from the said action.

### 12. JURISDICTION

In the event of any dispute whatsoever over a delivery or payment for it, the commercial court of CRETEIL will have sole jurisdiction, even in the case of multiple defendants or of introduction of third parties for any dispute with commercial clients.

The domiciliation of commercial papers and our acceptances of payment do not lead either to novation or to derogation regarding this granting of jurisdiction.

No contrary clause of the purchaser can depart from this jurisdiction clause, except where there is explicit written acceptance on our part.

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