

# GENERAL CONDITIONS OF SALE FOR THE MANUFACTURE AND SUPPLY OF EQUIPMENT

## I - APPLICATION:

The general conditions of sale define the rights and obligations between the company Berthiez, referred to as "Supplier" and the customer company, referred to as "Customer". The goods delivered in compliance with these general conditions are hereinafter referred to as "Products", the repairs and/or spare parts delivered in the framework of the after-sales service are referred to hereafter as "Service".

These general conditions of sale form the legal basis for the contract unless special conditions. The Customer's purchase conditions only have the value of a proposal. These general conditions take precedence over all contrary clauses formulated in any way whatsoever by the Customer if the Supplier has not explicitly accepted them. Any exception to the general conditions made for the Customer may justify a consideration. Any order by the Customer or acceptance of an offer by the Supplier implies the acceptance of these general conditions of sale.

## II – FORMATION OF THE CONTRACT:

The contract is formed after receipt of a written order from the Customer and the issue by the Supplier of an acknowledgement of receipt of this order specifying its acceptance.

The contract shall be limited to the supply expressly mentioned in the contract. An additional invoice shall be drawn up for any additional Product and/or Service.

## III – CANCELLATION:

The order expresses the Customer's irrevocable agreement. Therefore, the Customer may not cancel it without the Supplier's prior express agreement. Consequently, if the Customer requests the cancellation of all or part of the order, the Supplier shall have the right to request the performance of the contract and the full payment of the sums stipulated in this.

In the case of an amicable termination of the contract, the Customer must indemnify the Supplier for all the expenses incurred and for all the direct and indirect consequences that stem from this. In addition, the payments on account already paid shall be forfeited to the Supplier as first indemnity.

## IV – PRICE:

Unless otherwise indicated, the prices proposed to the Customer are in Euros, excluding VAT:

- Products: FCA Berthiez Saint-Etienne (Incoterms 2010)
- Service: "ex works" (EXW - Incoterms 2010)

The prices are established according to the payment terms indicated in paragraph V of the general conditions of sale and are valid for 3 months.

## V – PAYMENT TERMS AND CONDITIONS:

Unless special agreement, the payments are made in Euros at 30 days net of the invoice date.

Product payment terms:

- 30% on placing the order
- 30% on acceptance of the main supplies on the Supplier's premises
- 30% on acceptance of the Products on the Supplier's premises
- 10% on final acceptance on the Customer's premises

Service payment terms:

- 100% at delivery

Any VAT payable shall be due according to the rules currently in force.

In the case of late payment and settlement of sums due by the customer after the payment time fixed above and after the payment date indicated on the invoice sent to the latter, the penalties for late payment calculated by applying an interest rate equal to three times the legal interest rate to the amount, including VAT, of the purchase price indicated on the said invoice, shall be automatically, as of right, due to the Supplier, without any formality whatsoever or prior formal notice, without prejudice to any other action that the Supplier has the right to take, on this ground, against the purchase.

In the event of non-respect of the aforesaid payment conditions, the Supplier also reserves the right to suspend or cancel the delivery of the orders in progress to the Purchaser.

Exceeding the prescribed settlement date will trigger the billing of a flat-rate allowance of 40 euros (Decree 2012-1115 of October 2, 2012)

## VI – DELIVERY TIME:

Unless otherwise specified, the time indicated in the order confirmation corresponds to:

- Products: to preacceptance
- Service: at the time of the shipment

The respect of the time by the Supplier implies the respect by the Customer of the clauses of the contract, such as the payment of the sums due on the contractual dates and/or the definition in a timely manner of the technical points and/or the provision of the documents necessary for performing the contract.

## VII – PACKAGING, TRANSPORT, CUSTOMS AND INSURANCE:

Unless otherwise indicated, the Supplier's shipments are:

- Products: FCA Berthiez Saint-Etienne (Incoterms 2010), including packaging of the lattice-work type.
- Service : EXW (Incoterms 2010), including packaging of the air freight type

The Customer shall take out insurance that shall cover all the risks linked to the supply, as of the moment when it is placed at disposal. This insurance must also include a waiver by the Customer and its insurers of any right to recourse against the Supplier and its insurers.

The Customer undertakes to eliminate the packagings in compliance with local environmental legislation.

## VIII - SERVICE: COMPLAINTS AND RETURNS:

Complaints on the composition, quality and non-compliances of the Products and/or Service must be made in writing within 8 days in order to be taken into consideration.

Those concerning the parts must be made before any transformation or touching-up and in all cases the Supplier's liability is limited according to articles IX and X hereafter.

No merchandise can be returned to the Supplier without its prior agreement. The returns must, in all cases, be made carriage paid to the address indicated by the Supplier. All responsibility and/or liability in the case of loss or damage to the parcels shall be declined.

## IX – GUARANTEE:

A guarantee covering spare parts and labour is granted by the Supplier for any defect in construction, assembly or component.

It is valid for:

- Products: 12 months from final acceptance on the Customer's premises

- Service: 6 months from the date of repair and/or shipment to the Customer.

The Supplier retains the right to make modifications or replace the parts recognized to be defective and the Customer shall give the time and assistance needed for their replacement.

The period of guarantee shall not be extended by a repair or a supply under guarantee.

The Supplier shall bear any costs incurred by the Customer solely if a written agreement has been drawn up between the two parties.

The guarantee does not cover any deterioration or accident resulting from negligence, lack of surveillance or maintenance, normal wear of the parts, incorrect use or use of the Supply by non-qualified staff.

## X – LIABILITIES:

The Supplier's liability shall be limited to direct material damage and shall exclude all elements integrated into the equipment by the Customer (notably parts, assemblies and tools).

The Supplier shall not be bound to any compensation, including for immaterial, consecutive, non-consecutive or indirect damage such as, notably, loss of earnings, loss of business or revenue, third-party claim, etc.

In any event, the Supplier's civil liability shall not exceed the amount of the price of the delivered equipment.

The Customer and its insurers waive any right to recourse against the Supplier and its insurers on the ground of damage excluded by these general conditions or the contract.

## XI - FORCE MAJEURE:

The Supplier shall not be held liable for late and/or total or partial non-fulfilment of its contractual commitments in the case of unexpected events of a force majeure type. In such a case, the Supplier shall not be bound to pay any compensation to the Customer.

The following are considered to be cases of force majeure: natural disasters (earthquakes, storms, fires, floods, etc.), armed conflict, war, requisitioning, terrorist attacks, epidemics, industrial conflicts, total or partial strike on the Customer's premises, on the Supplier's premises or on its supplier's premises, or of the carriers, imperative order of the public authorities (ban on importing, embargo), supplier default.

## XII – RESERVATION OF OWNERSHIP:

In compliance with articles 2367 and according to the French civil code, the Supplier retains the ownership of the delivered supply until the effective payment of the full price. The Customer assumes the risks of loss or deterioration of the supply and the liability for the damage that it may cause.

The Customer shall not be able to resell the supply if it is not fully paid, unless having written agreement of the Supplier.

## XIII – TRANSFER OF RISKS:

The risks are transferred to the Customer when the equipment is placed at disposal.

The Customer shall take out insurance that shall cover all the risks linked to the equipment, as of this placing at disposal. This insurance must also include a waiver by the Customer and its insurers of any right to recourse against the Supplier and its insurers.

The immediate transfer of risks does not prevent the Supplier from applying the reservation of ownership clause or its right to retain.

## XIV – INTELLECTUAL PROPERTY – CONFIDENTIALITY:

All the information and/or computerized data communicated by the Supplier to its Customer relating to the supply remain the exclusive property of the Supplier.

Without the Supplier's written authorization, the drawings, studies, descriptions, technical documents or quotes may not be used, copied or communicated by the Customer. The aforesaid must be returned to the Supplier at the end of the contract.

The price of the supply and/or its studies does not include, under any circumstances, the transfer of the intellectual property rights.

A specific written contract must be drawn up for any transfer of intellectual property rights.

No legal provision requires the Supplier to pass on the manufacturing drawings to the customer.

The parties each undertake to respect a general obligation of confidentiality concerning all confidential written or verbal information, whatever this may be and whatever may be its medium (discussion reports, drawings, computerized exchanges of data, activities, installations, projects, know-how, products, etc.), exchanged in the framework of the preparation and performance of the contract, apart from information that is generally known to the public or information that becomes generally known to the public not through the fault or action of one of the parties.

## XV – DISPUTES:

This contract is governed by French law.

The parties undertake to endeavour to settle their differences in an amicable manner before referring the matter before the competent court: the Commercial Court of Saint-Etienne