

## General Sales Conditions

### Article 1 – ORDERS, PRICES AND OTHER CONDITIONS

- 1.1 Orders by Buyer are subject to acceptance in writing by Seller, which can to the extent permitted by law refuse any order or accept it in whole or in part.
- 1.2 The prices and other conditions applicable to the sales of products to Buyer are those stipulated in writing by Seller and accepted by Buyer or, in the absence thereof, those stated in the general price list of Seller in force at the time the order is accepted; in the absence of stipulation of delivery terms, delivery will be EXW (“ex-works”). All delivery terms will be defined by Incoterms 1990. No modification of prices or conditions, including at the time of order or confirmation thereof, can be made orally or by means of an order form or other document which is not signed by an authorized representative of Seller, and no additional condition will be applicable without written acceptance by Seller signed by its authorized representative ; any other modification or additional condition will be void.
- 1.3 Unless otherwise agreed by Seller in writing, product specifications as to weight, dimension, capacity, output and other matters are indicative only and are not contractually binding. Seller can make any modifications to the product specifications it deems useful, in particular to attain technical or other characteristics of the products.
- 1.4 Unless stipulated in writing by Seller, the sale of products does not include the supply of plans and documents, and any documents or plans relating to the products which are communicated to Buyer remain the property of Seller and must be returned on demand.
- 1.5 The sales price does not include technical assistance of Seller in connection with the products, in particular in respect of their installation, use or repair. Any technical assistance furnished by Seller to Buyer will be subject to Seller’s prices and conditions then in effect.

### Article 2 – DELIVERY, FORCE MAJEURE

- 2.1 All delivery dates are indicative only. Seller will not be liable for any delay in delivery.
- 2.2 Seller will not be responsible for the consequences of cases of force majeure or any other event unintended by Seller, including but not limited to war and declared or undeclared hostilities, terrorist acts, riots, strikes or concerted work stoppages, fires, floods or other natural disasters, contamination by radioactivity or toxic, dangerous or polluting substances, equipment malfunction, insufficiencies of subcontractors or suppliers or public service disruptions.

### Article 3 – PAYMENT

- 3.1 Unless otherwise agreed in writing by Seller :
  - (a) The price of any order accepted by Seller will be fully paid by Seller at latest 30 days after delivery ; however, for any order accepted by Seller with the phrase “L/C or advance”, Buyer will, at latest 30 days before due date of delivery but at the latest 45 days after Seller’s acceptance of the order, present to Seller a letter of credit issued by a bank accepted

by Seller for the amount of the order or make an advance payment to Seller of 30% of the order price.

- (b) All payments will be made by bank transfer, to the bank account designated by Seller, in such manner that after deduction of bank charges the full amount of the payment will be available at the date stipulated for payment.
- 3.2 Any delay in payment compared with the date calculated pursuant to paragraph 3.1 (a) or any subsequent payment date set out on Seller’s invoice will, without need for prior formal notice, automatically result in late interest payable daily and calculated beginning on the date payment was to be made, at the rate of 1.5 times the legal rate in France.
- 3.3 In addition, if Buyer does not fully pay any amount at the date payment was to be made Buyer must reimburse Seller for all expenses incurred for protection of its rights, including attorney fees and expenses incurred prior to and after filing of any legal action.
- 3.4 The goods being sold will remain the property of Seller until full payment of all amounts to Seller, notwithstanding prior transfer to Buyer or risks of loss, liability or other risks relating to the goods. At Seller’s request, Buyer will sign any document and carry out any act necessary or useful to perfect or protect Seller’s rights ( including any document provided for this purpose by the Uniform Commercial Code or any other legislation in effect in the territory of Buyer’s activity).

### Article 4 – EXPENSES, TAXES, TARIFFS AND REGULATIONS

- 4.1 All expenses, taxes and tariffs of any nature imposed now or hereafter in respect of the sale, import, delivery or use of the products will be assumed by Buyer and are not included in the sales prices.
- 4.2 Buyer will be responsible for complying with all applicable laws and regulations concerning the importation and use of the products.

### Article 5 – WARRANTY

- 5.1 Seller warrants that, for a period of 12 months from the delivery of the products, they will be free from defects resulting from faults in material or fabrication which render the products non-conforming with respect to the specifications contractually agreed by Seller. Liability of Seller under this warranty is limited to replacement or repair, at its choice, of the defective product. Seller will in no case have any liability for direct, indirect or other damages in respect of the products or defects therein, and gives no guarantee or warranty in respect of any recommendations it may give as to use of the products or in respect of the absence of infringement of patents held by third parties.
- 5.2 Seller will also be liable under the hidden defect guarantee of article 1641 of the French Civil Code, except to the extent (a) Buyer has a professional activity in the same area of speciality as the one relating to by the products sold or (b) Seller commits a serious error amounting to “faute lourde”.



5.3 SELLER GIVES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

5.4 If Buyer resells the products sold to it by Seller, Buyer will cause the terms of paragraphs 5.1, 5.2 and 5.3 to apply to the resale, without reservation. If Buyer fails to do so it will indemnify Seller in respect of all expenses, claims or damages in connection with liability related to the products beyond the liability stipulated in such paragraphs.

#### **Article 6 – CONFIDENTIALITY**

6.1 If Buyer receives Confidential Information as defined below, for a period ending five years after the last sale of any product by Seller to Buyer, Buyer will

- (a) hold in confidence and cause its employees to hold in confidence all Confidential Information as defined below,
- (b) employ it only for the purposes of its own use of the products,
- (c) not disclose it except with the prior written consent of Seller and
- (d) take all measures necessary to prevent its disclosure and comply with any specific requests of Seller in this respect.

6.2 For purposes of these conditions, “Confidential Information” means information (whether furnished orally, in writing, through electronic means or in any other manner) communicated by Seller on a confidential basis, other than information which has entered the public domain through no fault of Buyer.

#### **Article 7 – TRADE SECRETS, KNOW-HOW AND TRADEMARKS**

7.1 If Seller states that the products incorporate trade secrets or know-how, these secrets and know-how belong to Seller and/or to persons having granted rights to Seller and Buyer agrees not to contest these ownership rights.

7.2 Buyer recognizes that Seller and/or persons having granted rights to Seller are owners of the trademarks and commercial names shown on Seller’s commercial documentation (including letters, price lists and catalogues). The possible resale by Buyer of products bearing these commercial names and trademarks does not confer upon Buyer any right in respect thereto. In particular, Buyer shall not use such commercial names and trademarks, or other similar names or trademarks, for other products made or sold by it or incorporate them in its company or commercial name or register them in its own name or in the name of any third party.

7.3 Buyer will advise Seller of any use by a third party of the secrets, know-how, marks or names and any other attack thereon as well as of any event of unfair competition of which it acquires knowledge.

#### **Article 8 – MISCELLANEOUS**

8.1 These conditions can be modified only by written document signed by Seller’s authorized representative.

8.2 Any failure to enforce any provision of these conditions shall not be deemed to be a waiver of such provision.

8.3 Isolated or repeated sales of products by Seller to Buyer do not confer upon Buyer the status of distributor or agent and give Buyer no right to procure products, exclusively or non-exclusively, from Seller. In case of interruption of supply of the products Buyer will have no claim for compensation, indemnity or damages on any ground whatsoever, other than reimbursement of any advance payment for products not delivered, less amounts owed by Buyer to Seller.

8.4 These conditions are drafted in French and English versions but only the French version is controlling.

8.5 If any provision of these conditions is judged void, illegal or unenforceable, the validity, legality and applicability of the other provisions of these conditions shall not be affected or impaired, and the provision so judged shall be modified so that its terms conform to what the court rules to be valid, legal, enforceable and reasonable.

#### **Article 9 – APPLICABLE LAW – JURISDICTION**

9.1 Any sale of products by Seller to Buyer shall be governed and interpreted under the law of France, with the exception of conflicts-of-laws rules, and without excluding the provisions of the United Nations Convention on Contrats for the International Sale of Goods.

9.2 ANY DISPUTE OR OTHER CLAIM ARISING FROM ANY SALE SUBJECT HERETO OR RELATING THERETO WILL BE RESOLVED BY COMPETENT COURTS IN METZ, FRANCE, AND THE PARTIES ACCEPT THE EXCLUSIVE JURISDICTION OF THESE COURTS.

