

TERMS AND CONDITIONS OF SALE

1. General

The prices and information provided in the catalogues, prospectuses and price lists are indicative only. The vendor reserves the right to make changes to the layout, shape, dimensions or material of his appliances, machines and machine components illustrated and described on his printed advertising material.

The goods supplied include solely and precisely the equipment described in the quote, and acceptance of offers also assumes compliance with these conditions.

Even where there is a prior quote or offer, the sales contract becomes effective only when the buyer's order is expressly accepted by the vendor. Any deposit paid remains the property of the vendor except in the case where an order is refused or the vendor is in breach of his obligations.

The weights given on estimates or marketing material are indicative only: they may on no account form the basis for any claim or price reductions when the equipment is sold as part of a package. When the equipment is sold by weight or measurement, the prices charged are based on the weight or measurement supplied. On receipt of the order, the vendor supplies the installation and foundation designs for each appliance as required, excluding all production designs.

Dimensions for the foundation blocks are given for guidance only; installation of these blocks is the responsibility of the buyer, taking account of variations dictated by local conditions.

Prices and new delivery dates for any additional supplies must be specifically discussed between the manufacturer and the customer. Under no circumstances can arrangements for additional supplies be prejudicial to the main order.

2. Studies and Plans

All plans, studies and documents provided or sent by the vendor of whatever nature always remain his sole property. They must be returned to him on request.

These are supplied free of charge if an order is subsequently placed for the products to which they refer; otherwise the vendor must be reimbursed the costs of the study and his travel expenses. The vendor retains in full all intellectual property rights to his plans, studies and documents, and these may not be passed on or executed without his written permission.

3. Delivery and Pricing

Unless otherwise stipulated, delivery is deemed to have taken place in the vendor's factories or warehouses. Prices are net of tax for equipment at the vendor's factory or warehouse.

Delivery is made by one of the following ways: by providing the goods directly to the customer, by simple notification of readiness for collection, or by delivery in the vendor's factories or warehouses to a dispatcher or carrier designated by the customer or, failing that, chosen by the vendor.

The principle of delivery in the vendor's factories or warehouses is not subject to derogation by statements such as: free on rail, alongside ship, at domicile, or partial or total reimbursement of transport costs. If dispatch is delayed for whatever reason outside the vendor's control, and if the latter agrees, the goods are handled and stored as required, at the buyer's cost and risk; the vendor disclaims all further responsibility in this regard.

These arrangements do not in any way change the obligation to pay for the goods supplied and do not constitute a novation arrangement.

Delivery schedules start from the latest of the date of acknowledgement of receipt of the order, or the dates when the vendor receives information, the deposit or other items that the buyer has committed to provide.

Under no circumstances can delays justify the cancellation of the order. In the case of a late delivery according to the contractual schedule, if specific agreements stipulate penalties, these will under no circumstances be greater than 5% of the value of the goods in the workshop or warehouse whose delivery is delayed.

A penalty may only be applied if the delay is the fault of the vendor and if this has caused actual loss confirmed by both parties. It may not be applied unless the buyer has advised the vendor in writing at the time of the order and has confirmed, at the scheduled delivery time, his intention to apply the penalty.

The vendor is automatically released from all commitments relating to delivery schedules if the buyer does not comply with the terms of payment, or in the case of force majeure or events such as lock-out, strike, epidemic, war, requisi-

tion, fire, flood, accidents with equipment, rejection of major parts during manufacturing, transport disruptions or delay, or any other cause leading to partial or total layoffs for the vendor or their suppliers.

The vendor will keep the buyer informed in a timely manner of any cases or events of this type. Payments for goods supplied cannot be deferred or adjusted due to penalties.

4. Packaging

Costs of packaging are always payable by the customer and are not assumed by the vendor unless otherwise stipulated. In the absence of any specific instructions, packaging is prepared by the vendor, who acts in the best interests of the customer.

5. Terms of Payment

The terms of payment are defined in the contract. Failing that, the following conditions apply by way of reference: 40% on ordering; 30% during execution of the order and at the latest when goods are ready for collection; 30% when goods are ready for collection by the buyer even if not collected.

In the absence of terms agreed between the parties, repair and maintenance work, as well as additional goods supplied or delivered during assembly, are invoiced monthly and are payable on receipt, net, and without discount.

The invoice indicates the date on which payment must be made: payments are made to the vendor's address.

In accordance with article L.441 -6 of the French Commercial Code (code du commerce), all payments which are late according to the contractual dates shall automatically result in a late payment penalty calculated by applying an interest rate to the outstanding sums equal to 3 times the legal interest rate, without said penalty affecting the payability of the debt. Since 1st January 2013, in accordance with Decree no. 2012-1115 of 2nd October 2012 - art. 1, any professional who is late making a payment automatically owes his creditor 40 euros fixed compensation for recovery fees, as well as being liable for the late payment penalties laid down by the law.

Agreed payment dates cannot be postponed for any reason, including in the event of a dispute.

In the event of the sale, transfer, pledging or contribution of his business assets or equipment by the buyer, and also in the event that one of the payments is not made or a bank draft is not accepted on time, the sums owing become payable immediately, whatever conditions may have been agreed previously.

6. Retention of Ownership

The vendor retains ownership of the goods sold until effective payment is made in full of the principal and other charges. Failure to make any payment by the due date may result in the goods being reclaimed. Nevertheless, from the date of delivery (as defined in section 3, paragraph 2 above) the buyer assumes the risks of loss or deterioration of the goods, as well as responsibility for any damage they may cause.

7. Transport, Customs and Insurance

All transport operations, insurance, customs, handling and conveyance to the workplace are at the buyer's risk and expense, and it is his responsibility to check consignments when they arrive and to pursue remedies against carriers if necessary, even if the consignment is free delivered. If the consignment is dispatched by the vendor, it is sent on a charges collect basis at the lowest rates, unless the buyer specifically requests otherwise; and in all cases it is the latter's sole responsibility.

8. Guarantees

8.1 Defects with recourse under the guarantee

The vendor undertakes to remedy all operating faults resulting from defects in the conception, materials or production (including installation if undertaken by him) within the limits of the following provisions. The vendor's obligations do not apply in the case of a defect either in materials supplied by the buyer or resulting from a design imposed by him.

Guarantees also exclude incidents due to fortuitous events or force majeure, and replacements or repairs resulting from normal wear and tear, deterioration or accidents resulting from negligence, lack of supervision or maintenance, or incorrect use of the equipment.

8.2 Duration and starting point of the guarantee

Unless specifically stated, the guarantee applies only to defects which become apparent within a period of one year (the duration of the guarantee).

In all cases, if the equipment is used by several teams, this period is necessarily reduced by half. The guarantee period runs from the day of delivery, as defined in section 3, paragraph 5 above.

If dispatch is postponed, the guarantee period is extended by the duration of the delay. If however this delay results from a cause outside the vendor's control, it may not be extended to longer than nine months.

Replacement or renewed parts are guaranteed under the same terms and conditions as the original equipment, and for a new period equal to that defined in the paragraphs relevant to the duration of the guarantee. This provision does not apply to other parts of the equipment whose guarantee period is only extended for a duration equal to that during which the equipment has been immobilised.

8.3 Buyer's obligations

In order to claim the benefit from these provisions, the buyer must advise the vendor of the defects found in the equipment without delay and in writing, and must supply all evidence of these. He must provide the vendor with every facility to inspect the defects and to remedy them; also, unless expressly agreed by the vendor, he must refrain from making repairs himself or having a third party do so.

8.4 Procedures for invoking the guarantee

It is the vendor's responsibility when so notified to remedy the fault at his expense and with due diligence, the vendor reserves the right to make adjustments to the equipment where necessary in order to fulfil his obligations.

Works arising from guarantee obligations are in principle to be carried out in the vendor's workshops, after the buyer has sent him all the equipment or defective parts to be repaired or replaced.

However, in the case where due to the nature of the equipment, the repair must be carried out on site, the buyer covers the cost of labour for the repair, excluding time spent on preliminary work or on any dismantling and re-assembling needed due to the way in which the equipment is used or installed and which affects components not included with the supplied equipment in question. The costs of transporting the equipment or defective parts as well as the cost of returning the repaired or replaced equipment or parts are at the buyer's expense, as are the return travel costs of the vendor's agents where the repair is carried out on site.

Parts replaced free of charge are returned to the vendor and revert to his ownership.

8.5 Damages - interests

The vendor's responsibility is strictly limited to the defined obligations and it is expressly agreed that the vendor shall have no claim for any compensation, including for immaterial or indirect damages such as shortfall, loss of use or revenue, claim of third parties.

8.6 Guarantees relating to industrial results

When guarantees are given for industrial or economic results, the consequences of this commitment must be covered by a special agreement between the parties. If these results are not achieved, in the absence of any specified penalties, these may not exceed a maximum total equal to 5% of the in-workshop or in-warehouse value of the equipment or part concerned, net of tax.

9. End-of-life processing of electronic and electrical appliances

As set out in Article 9.2 of European Directive 2002/96/EC on electrical and electronic waste, and transposed (into French law) by Article 18 Decree no. 2005-829 of 20th July 2005 on the composition of electrical and electronic equipment and the waste disposal of such equipment (see Journal Officiel de la République Française (JORF) of 22nd July 2005, p.39), if a product contains electrical or electronic components, it can on no account be treated as household waste. The customer must therefore dispose of it at a waste recycling centre for electrical and electronic equipment. The user must ensure the proper disposal of waste produced by his equipment. By disposing of these appliances correctly, the user contributes to ensuring that no damage is caused to the environment or to human health.

When scrapping, comply with the current regulations concerning waste disposal in the country where the equipment is installed.

For further details on treatment, recovery and recycling these appliances, please consult the relevant department of your local authority, or the waste collection company.

10. Individual Contracts

10.1 Custom work

The contractor commissioned to carry out custom work guarantees that he will execute it exclusively in accordance with the dimensions, tolerances and specifications given to him.

When the contractor is responsible for supplying the material, in the case where there are non-compliant or defective parts, to the extent that they exceed the maximum permitted number, he is obliged only to replace these free of charge, and cannot be asked to pay damages.

When the material or parts are supplied by the customer, in the event of inadequate work not resulting from an inherent defect in the parts, and which involves a number of parts exceeding the maximum permitted, the customer shall choose to have the contractor either issue a credit note corresponding to the cost of the rejected parts, or have him do the work again with the customer making the necessary material or parts available to him.

Unless the contract specifically provides for it, the contractor is only liable for loss of or damage to the material or parts provided to him if there is found to be a serious breach of the rules of safety and diligence normally required for this type of work.

10.2 Repairs

Unless expressly agreed otherwise, there is no guarantee for repair work other than that it will be done properly.

11. Disputes

Failing amicable agreement, it is expressly agreed that all disputes arising from the contract will be subject to the exclusive jurisdiction of the courts where the vendor is domiciled, even for a guarantee call or where there are a number of defendants.