

The general sales terms set out below shall prevail over any of the customer's general procurement terms, notwithstanding an express, formal derogation therefrom by the vendor.

ARTICLE 1: CHARACTERISTICS OF THE EQUIPMENT ORDERED

The characteristics and specifications listed in catalogues, prospectuses and any other publicity documents shall be for guidance purposes only and shall not be binding under any circumstances. We reserve the right to change these without notice in line with technical changes to manufacturing. Where equipment needs to be accepted by auditing bodies or offices, all pricing requests shall only be taken into account where accompanied by the technical specifications setting out the terms and conditions by which we shall be bound. This shall be stipulated on the quote.

ARTICLE 2: STUDIES AND DESIGNS

All studies, designs and documents of whatever kind that are issued to the customer shall remain our property and must be returned to us upon request. Under no circumstances may they be passed on or executed without our written agreement.

ARTICLE 3: DELIVERY**A/ Deadlines**

Delivery deadlines shall be given for guidance purposes only. Any overruns shall not confer entitlement to any compensation whatsoever, or to cancel the order.

In any event, the agreed deadlines shall be extended in the case of a *force majeure* event.

A *force majeure* event shall specifically include a full or partial cessation of activity by either our own personnel or that of one of our suppliers or carriers due to a strike, fire, flooding, a manufacturing accident or a lack of raw materials.

B/Terms

Equipment shall be transported at the customer's own risk irrespective of its destination or mode of transportation. Should delivery be entrusted to a carrier, the customer shall be required, in the event of damage or missing items, to make all necessary observations on the waybills and to confirm its reservations by recorded delivery letter to the carrier, **within 3 days** from reception of the merchandise. The customer shall be held liable in the event of failure to comply with this clause.

In the event of collection by the customer or where no dispatch instructions are issued, any storage costs incurred by us, up to a value of Eur 100 ex-VAT per day shall be invoiced after the 10th day from the date the equipment is made available.

ARTICLE 4: RETURNS

Any returns of articles shall be subject to our prior written agreement. Any item ordered and returned without our liability being invoked shall be subject to invoicing at a minimum of 75% of the initially agreed sales price. In other cases, the accepted return of items shall either result in the issuance of a credit note, or delivery of identical equipment following a qualitative and quantitative inspection of the items returned, with our company being entitled to choose the most appropriate solution.

ARTICLE 5: SPECIFIC PACKAGING AND CARRIAGE

Special packaging or couriered dispatches requested by the customer shall be invoiced additionally.

ARTICLE 6: GUARANTY

Our equipment is guaranteed for a duration equal to that offered by the manufacturers and otherwise for a maximum of 12 months for use in post for a maximum of 8 hours per day. In the case of usage by two teams for 8 hours per 24 hours, this shall be reduced by half. This guarantee shall run from provision of the equipment and shall cover any manufacturing or materials defect.

In all cases, the guarantee shall be limited to replacement or repair of those items acknowledged to be defective with the exception of replacement parts such as filters, belts etc., and consumables.

The guarantee shall only be available:

- Where the customer has informed us of problems within 72 hours from their appearance.
- Where parts have been acknowledged by our technicians to be defective.
- Where the customer can demonstrate regular maintenance in accordance with the manufacturer's recommendations, as specified in the instructions for use, and the use of original manufacturer's parts.
- Where the customer has not, either itself or through a third party, conducted repair works or modified the equipment.

The guarantee shall exclude repairs resulting from normal wear and tear of the equipment, any deterioration or accident arising from negligence, lack of monitoring or maintenance, incorrect use of the equipment, or installation that is defective or that fails to comply with our recommendations.

ARTICLE 7: PRICING-PAYMENT**A/Terms**

Our equipment shall be provided at the price current on the day on which the order is placed or at the price set out in the quote, which shall, however, only be valid for 30 days from the date on which it was issued. These prices shall be understood to be ex-VAT and ex-works. Notwithstanding any provisions to the contrary, invoices shall be payable upon reception.

In the case of a payment deadline accepted by the vendor, a discount of 0.5% shall be granted for any payment received within 8 days from the date of invoicing.

B/ Late payment

Any amounts not paid when due shall result in:

→ payment of late payment interest at three times the legal interest rate. This interest shall be applied from the due date until payment is made and received.

→ the full outstanding amount being payable in the event of payment in instalments.

→ immediate payment of all invoices not yet due.

→ suspension or cancellation, at our discretion, of any current orders.

Any invoice recovered by our legal department shall incur an additional penalty set at 12% of the amount due, which shall not be less than Eur 80.

ARTICLE 8: REQUIREMENT OF A GUARANTEE

The vendor shall reserve the right to cancel an order or to make it conditional upon acceptance of specific conditions such as the requesting of additional financial guarantees, a security deposit, special payment terms, etc.

ARTICLE 9: AFTER-SALES SERVICE AND REPAIRS

Upon reception, the equipment shall be examined and a quote shall be issued to our customer. Repair shall only be carried out once we have received the customer's approval.

Spare parts and accessories shall be provided upon request subject to availability. We cannot guarantee the availability of spare parts for our older models. These shall be provided whilst stocks last.

ARTICLE 10: LIABILITY

The vendor undertakes in respect of the buyer only to remedy malfunctions arising from a design, materials or manufacturing defect, within the confines of the stipulations set out below. Should we be found liable for equipment provided, the maximum compensation payable shall not under any circumstances exceed the price paid by the customer for the equipment in question, exclusive of installation and start-up costs.

ARTICLE 11: RETENTION OF OWNERSHIP CLAUSE

Equipment provided or leased shall remain our property until full payment of its cost, although the customer shall assume liability for risks from the moment they leave our workshops, except where sale is carriage paid.

Where sale is carried paid, the customer shall assume liability for risks from the time the equipment is received at its premises.

Consequently, the customer shall be required to take out insurance to cover risks, namely theft, vandalism, losses and deterioration of whatever cause.

In the event of a complaint and return of the equipment, all sums received by our company shall be kept in exchange for the usage of the equipment enjoyed by the customer.

ARTICLE 12: ALLOCATION OF JURISDICTION

Any disputes, of whatever nature, shall be heard exclusively by the Commercial Court of Armentières which shall apply French law.

ARTICLE 13: SUBCONTRACTOR APPROVAL

In the case of work entrusted to us falling within the scope of a subcontracting contract, the company providing the work shall be required to have us approved by the contractor pursuant to the stipulations of the law of 31/12/75.