

**1. GENERAL**

These General Terms and Conditions of Sale, save for special exemption in writing, are an integral part of the agreement and take precedence over the Buyer's standard terms, if any. For international sales, these terms shall be completed, if need be, by those that govern the supply of related mechanical, electrical or electronic products developed as part of ORGALIME S2000.

**2. QUOTATION**

We shall be bound by our estimates or quotations for the specified period of validity. If not otherwise specified in the quotation, it shall be valid for a period of 30 days only as from the date on which it is drawn up.

**3. ACKNOWLEDGEMENT OF ORDER**

We shall be bound by orders placed only when they have been accepted and confirmed by an acknowledgement of order drawn up by our sales department. Verbal orders must be confirmed by a written and signed order.

Any claim relating to the acknowledgement of receipt must reach us within 15 days at most after the date on which it has been sent. If no comments are made within said time limit this shall mean that said stipulations and these terms of sale are unreservedly accepted.

**4. ORDER CANCELLATION**

No order cancellation may be accepted:

- for special products, i.e. those made at a Customer's special request;
- for products where the request for cancellation is made less than one month prior to the date set for delivery.

In other cases, an order may be cancelled in whole or in part only with the Company's written consent.

**5. INDUSTRIAL PROPERTY – INTELLECTUAL PROPERTY**

Unless otherwise provided, our Company shall hold title in any event to designs, plans, notices, software and any documents issued as part of the order, without our Customers being able to invoke any right to said title. The plans, software and documents may not, under any circumstances, be reproduced or published without our prior consent.

Only a right to use said non exclusive, non assignable and non transferable industrial and intellectual property rights, which is strictly limited to the agreement entered in between the Company and the Customer, is granted to the Customer.

When an order is fulfilled in accordance with a drawing, a diagram or an instruction provided by the Buyer, it shall assume liability in light of industrial property law for the use of such drawings, diagrams or instructions.

**6. PRICE**

Unless otherwise provided, our prices are quoted ex works, without taxes, postage/carriage, insurance and customs costs and excluding services such as: assembly, installation, commissioning, etc.

The prices include light standard packaging. A supplement shall be charged for any export or special packaging.

Our prices are drawn up based on the economic conditions applicable on the date of the quotation. We reserve the right to revise same at any time, in the scope of current law, based on the change in the costs of their components. A price revision formula may be appended either to the quotation or to the acknowledgement of order.

Increase in price index may not under any circumstances be a reason to terminate the order.

**7. DELIVERY TIME**

The delivery time specified by our Company is valid from the date of our acknowledgement of order and is set based on our possibilities on the date of order receipt and subject to normal supply and production conditions.

Orders may not be cancelled on account of delays.

A penalty may be applied only if the delay is attributable by the Seller. It may be applied if the Buyer warned the Seller in writing upon placing the order that it intended to apply the penalty and confirmed this fact at the planned time of delivery. Said penalties constitute liquidated damages in full discharge, exclusive of any other type of compensation.

The Seller shall be released, by law, from any engagement relating to delivery time if:

- The Buyer failed to comply with the terms of payment,
- The Customer failed to provide relevant information in due time or the information was changed during manufacturing,
- in case of force majeure or events beyond the Seller's control, such as: lockout, strike, epidemics, war, requisition, fire, flood, tooling accident, scrapping of important parts during production, interruption or delay in transport or any other cause leading to complete cessation of work or short-time working for the Seller or its suppliers, etc.

Our company shall keep the customer informed rapidly concerning cases and events that have caused a delay in the delivery time.

In the event of our Company's express and special acceptance of the application of penalties for late delivery, the amount shall therefore be limited, after a deduction of an excess time of 4 weeks to 0.1% per late week and, at most, to 5% of the amount of the equipment at issue. These penalties shall constitute full discharge.

**8. DELIVERY**

The delivery shall be carried out according to the chosen Incoterms, regardless, moreover, of the terms and conditions of said delivery and even if the agreement includes other services such as: transport, installation, commissioning, etc. The risks in respect of goods sold shall be transferred to the Buyer as from this moment, notwithstanding application of the retention of title clause mentioned in §12.

If dispatch is delayed for any reason whatsoever beyond the Seller's control and the latter consents thereto, the equipment shall be stored and handled, if need be, at the Buyer's expense and risks. The Seller rejects any subsequent liability in this regard. In this case, a delivery invoice shall be drawn up. Said terms shall in no way change the obligations to pay for the supply and shall not constitute novation.

**9. PACKAGING**

Packaging shall be done according to the Company's standards, save for special specifications.

**10. DISPATCH**

Unless otherwise provided:

- Deliveries are deemed as having been made once the products are available at the seller's factory (Ex-Works, ICC Incoterm in force of the date of order.

- Our goods shall travel at the consignees' risks; the consignee shall be responsible for making claims against the carrier in the event of damage or missing goods. Moreover, when the Seller chooses the carrier, said obligations shall not change for the Buyer. Unless the Buyer wishes to choose its carrier or to define the terms of transport, dispatches shall be sent, at the Seller's choice, by all means of transport at the cheapest rate compatible with the type of the equipment.

It is specified that in the event of damage or partial loss recorded upon arrival, the Customer shall, at the time of delivery, make all reservations to the carrier, within three days, by registered letter and take all useful measures to protect its rights.

**11. CLAIM AND RECOVERY OF GOODS**

Claims made by letter during the warranty period shall mention the number and date of the invoice of the equipment in question. The return for recovery of equipment may relate only to standard equipment never used and shall be accepted only with the written consent of our services as per the Special Terms and Conditions of Sale

The equipment should be returned all duties paid and clearly mention the consignor's name.

The relevant credit notes shall be drawn up only after verification and acceptance.

**12. RETENTION OF TITLE AND TRANSFER OF RISKS**

Title shall be transferred upon full payment of the price.

Risk shall be transferred upon delivery, unless otherwise provided in the chosen Incoterm.

In accordance with Article 18 of decree No. 2005-829 relating to the composition of electrical equipment and the elimination of waste from said equipment, the organisation and financing of the removal and processing of EEE waste shall be transferred to the Buyer, who accepts same.

The Buyer shall ensure that the equipment sold is processed and recycled in accordance with article 21 of said decree.

**13. PAYMENT**

The order shall determine the terms of payment.

Failing a specific term, the time limit for payment of amounts owed is set at the thirtieth days following the date of the invoice.

The nonpayment of an invoice at the due date shall make the payment of all other invoices immediately due and payable even if they are covered by bills of exchange. Said nonpayment of an invoice shall entitle us to require payment in cash prior to the dispatch or delivery of any new supply, regardless of the terms of the order in question.

Terms of payment are strictly those indicated on the acknowledgement. For late payment of our invoices, interest may be charged at the rate of 3 times the legal rate added to the payment of the fixed compensation of 40 € for collection charges.

**14. WARRANTY**

Our equipment is covered by a warranty against any defects in workmanship or materials that runs for 12 months as from the date of commissioning and no later than 16 months after the date of delivery thereof.

If we commission the equipment, the warranty is extended to 24 months. If dispatch is deferred, the warranty period is extended by the period of delay. However, if said delay is attributable to a reason beyond the Seller's reasonable control, the extension may not exceed three months.

Our liability is strictly limited to the pure and simple replacement of defective parts. The warranty shall be limited to the repair of the faulty item of equipment. In particular, we cannot be held liable for indirect or consequential damage sustained by the Buyer or third parties and costs that the Buyer incurred during equipment downtime.

The warranty does not cover defects resulting from storage, assembly or use of the equipment by the user in abnormal conditions or conditions non compliant with accepted standards of practice, as well as repairs resulting from design or parts imposed by the Customer or wrong information that it provided.

Any change or repair carried out by the Buyer or a third party, without our written consent, shall void the warranty.

The equipment shall be returned to our factory at the Customer's expenses; we shall pay for re-dispatching.

To implement the warranty, the Buyer shall promptly notify the Seller of the defect and provide it as soon as possible and in writing with any information relating to the recorded defect.

Clause applicable to software and systems: we are subject, by express agreement, to use all reasonable endeavours and we warrant that the systems and software are compliant with the Customer's specifications. We hereby reject any liability outside said compliance.

**15. PLAN AND DOCUMENTATION**

The drawings, plans, figures and diagrams in our manuals and documentation are given for information purposes only. We reserve the right to make all changes that may result from improvements or upgrading of our products thereto.

**16. LIMITATION OF LIABILITY**

Apart from the Seller's heavy negligence and compensation for bodily injury, the Seller's liability shall be limited, all causes combined, to an amount which, unless otherwise provided in the agreement, shall be capped at amounts cashed in for the supply or the service on the date of the claim.

The Buyer represents that its insurers or third parties in a contractual relation with it shall waive any and all claims against the Seller or its insurers beyond the limits and for the exclusions set hereinafter.

Liability for direct material damage.

The Seller must remedy the direct material damage caused to the Buyer resulting from faults attributable to the Seller in the performance of the agreement. On said account, the Seller is not bound either to remedy the harmful effects of the faults of the Buyer or third parties relating to the performance of the agreement or damage resulting from the Seller's use of technical documents, data, or any other means provided or whose use is imposed by the Buyer and which contain errors not detected by the Seller.

Liability for indirect and/or consequential damage.

Under no circumstances shall the Seller be bound to compensate for consequential and/or indirect damage, such as: trading losses, loss of profit, commercial harm, etc. The Seller's liability is strictly limited to the obligations expressly set forth in the agreement. Any penalties and indemnities provided for therein shall constitute liquidated damages, in full discharge, excluding any other penalty or indemnification.

**17. PROTECTION CLAUSE**

If an unforeseeable economic or commercial event occurs after this agreement has been signed, which renders its performance harmful for either party, the parties shall meet to review the situation and to try and restore the initial balance. In the event of agreement between the parties, an amendment shall specify the new terms of performance of the agreement. Failing agreement and within one month as from the first meeting of the parties, they shall refer to the mediation procedure provided for in article 12 of these General Terms and Conditions of Sale. If the mediation fails, the parties shall agree to terminate the agreement. During the negotiation period, performance of the agreement shall be suspended unless the parties agree otherwise.

**18. JURISDICTION**

By express agreement, any kind of dispute that could not be amicably settled shall be referred to the exclusive jurisdiction of the local Commercial Court. French law shall apply.