

GENERAL TERMS AND CONDITIONS OF SALES AND WARRANTY

1. PREAMBLE

The present conditions shall apply when the parties agree in writing or otherwise thereto. When the general conditions apply to a specific contract, modifications of or deviations from them must be agreed in writing.

The object(s) to be supplied under these general conditions is (are) hereinafter referred to as the Product.

Wherever these general conditions use the terms in writing, this shall mean by document signed by the parties, or by letter, fax, and electronic mail and by such other means as are agreed by the parties.

The supply includes exactly and only the equipment specified in the offer and taken back in the sale contract. This contract is completed only after express acceptance by the Seller of the order of the Buyer.

Any supply or additional service not stipulated in the written order has to be the object of a different contract which, unless otherwise agreed, has no incidence on the mutual obligations of both Parties arisen from order accepted in the main contract.

All information and data contained in general product documentation and pricelist, whether in electronic or any other form are not binding. The Seller reserves his rights to bring any modifications of dimensions, shapes, weight and materials to his equipments, machines or part of machines among which engravings and descriptions appearing in above mentioned documents as advertising.

When a supply has to contain standards or devices, particularly related to the safety, in order to be used in a country outside metropolitan France, the Buyer takes on his own the whole responsibility and the liability of additions, modifications or necessary authorizations that are not made by the manufacturer. He commits accordingly to guarantee the Seller against all the consequences which could result from his own omissions or negligence in this domain.

The Buyer who asks for the construction or for the adaptation of an equipment or a particular device, must have proceeded beforehand to all the necessary researches to ensure the respect for the laws and the regulations and the possible rights of a third party (industrial, intellectual or literary property). He takes the responsibility of any complaints which could be made and commits to guarantee the Seller in case of pursuits whatever the cause is.

The Buyer, unless otherwise agreed, keeps the responsibility and the liability of the works to be made on his own premises according to the standards and to the imperatives of the said premises.

The Buyer must ensure

- To keep its staff using the Product in the strict conditions of operations and safeties during the whole life of the Product.
- To achieve a new study in regards of the equipment and persons safeties in case of diverted use of the Product.

2. DRAWINGS AND DESCRIPTIONS

All drawings and technical document relating to the Product or its manufacture submitted by the Seller remains his property. They must be sent back upon his request. Drawings, technical documents or other technical information received by one party shall not without the consent of the other Party be used for any other purpose than the one for which they were provided. They must not, without the consent of the submitting party, be used or copied, reproduced, transmitted or communicated to a third party.

These drawings and descriptions are complimentary whether they initiate the formation of the order. Otherwise, all cost related to the drawings, descriptions and trips shall be claimed by the Seller.

The Seller entirely keeps the intellectual property of his projects which cannot be communicated or executed without his written authorization.

3. COMMERCIAL OFFERS – ORDERS

The offers are established according to the materials and equipment of which specifications are known at that time.

The price offers are based on the current conditions in the date of the offers. However, these prices can be modified until the delivery in the effect to reflect any increases of the labor cost index of the mechanical and electrical engineering industries or the cost prices of materials, or any variations of the exchange rate of currencies for the import material.

Unless otherwise specified, our quotation or proforma invoice is valid for 60 days and our prices are in euros excluding taxes based on EXW Martillac, France according to Incoterms 2010.

If the Buyer requires the Seller to arrange the transportation the Products, the offer would be amended and reflects the costs of the transport operations required.

When the selection of the Product is made by the Seller on the basis of the information supplied by the Buyer, the Seller is not liable for the errors which may result from inaccurate, not detailed or incomplete data. It is always up to the Buyer to make sure that the features of the proposed equipment fit to his needs both from the performances point of view and as regards to the possibilities of implementation.

If the Buyer has appeal to the collaboration of the engineers or the technicians of the Seller for a study or a project, a voluntary and free assistance, the responsibility of the Seller could not be engaged whatever the purpose is.

The Buyer is liable for the installation of the Product, even if information, advice or plans, were communicated to him by the Seller on this purpose.

Any order has to be the object of a purchase order written and signed by the Buyer. This purchase order has to mention with exactness the specification of the Product with all the necessary details, shipment conditions (according INCOTERMS 2010), delivery place, delivery time and, possibly all the details about supplies requirements (nature and tension of the electric current, the temperature and flow of cooling water, operating conditions, etc).

If required in the quotation, offer or proforma, the Buyer will have to pay a deposit.

Incomplete or erroneous information would risk driving errors in the execution, for which the Seller is not liable.

The Seller keeps his rights to accept or reject any order within 30 days of his reception. The confirmation of the purchase order is the object of an acknowledgement of order. In case of order rejection of the purchase order by the Seller, any advanced payment will be refunded to the Buyer.

The acknowledgement of order which confirms the acceptance of the Seller, states the conditions of execution: specification of the Product, the prices, the commercial conditions, delivery date, shipment conditions, place of delivery, payment conditions.

The Seller recommends to the Buyer to carefully verify this acknowledgement of order and indicate any possible error from its reception, no claims could be later accepted.

When the payment capacity of the Buyer deteriorates, the Seller reserves his right, even after partial shipment of an order, to demand from the Buyer the guarantees which he considers suitable with the aim of the good execution of the taken commitments. The refusal to satisfy this obligation gives the right to the Seller to ask for the cancellation of all or any part of the order.

No termination of the order by the Buyer can intervene without preliminary determination of a compensatory amount.

The Buyer will pay the duties and taxes due in the Buyer's country.

4. LIMITING CONDITION OF EXPORT AUTHORIZATION: CHECK OF SANCTION REGISTER

Shipments and services (the fulfilment of contract) shall be under the proviso that fulfilment is not being restricted by any national or international regulations, particularly export control regulations and embargos or any other restrictions. The contract partners shall obligate themselves to provide all information and documentation needed for the export/domestic shipment/import. Delays caused by export checks or licensing procedures shall override any lead times or deadlines stipulated. If any required licenses for certain items cannot be obtained, the contract shall be considered as not concluded regarding the items in question; because of this and of above mentioned transgression of deadlines, any claims for damages shall be excluded.

5. TRANSPORT

The Buyer is responsible for all the operations of transport, insurance, handlings, and to this extent the Buyer is responsible for relevant risks and costs for the exports under EXW. The buyer must check conditions of shipping upon arrival and if necessary lodge claims to the carrier for any defects or nonconformity.

Unloading remains on the Buyer's responsibility.

In case of litigation during the transport, the Buyer shall notify the claims to the carrier by written notification on the bill of lading or road transportation document on the day when receiving the product and confirm this claim by writing by followed letter with copy to the Seller within three days from the date of the Product arrival.

6. DELIVERY – RESPONSIBILITY – TRANSFER OF RISK

According the following Incoterms 2010, the delivery will take place:

For sales under Incoterms - FCA Martillac: after the loading by the Seller of the Product ordered by the Buyer into the transport unit appointed by the Buyer in the Seller's premises at Martillac.

The carrier/forwarder of the Buyer will be asked to go to the Seller's customs agent after the loading of the Product, in order to carry out the export clearance operations within the Seller responsibilities. Contact details will be provided on the acknowledgment of order.

For sales under Incoterms CPT / CIP: after the loading by the Seller of the Product ordered by the Buyer into the transport unit appointed by the Seller at the airport of departure.

For sales under CFR / CIF: after the loading by the Seller of the Product ordered by the Buyer on board of the vessel appointed by the Seller at the port of departure.

For sales under DAP Cleared: In the Buyer's premises, not unloaded from the transport unit appointed by the Seller. The commodity will be cleared for import but the taxes and duties due at destination will remain at the Buyer's expenses.

If delay in delivery is caused by any of circumstances or by an act of omission on the part of the Buyer, the equipment can be stored and handled by the Seller upon request of the Buyer at his own expenses and risks, the Seller declines any subsequent responsibility in this respect.

These measures do not modify the obligations of payment of the supply and does not constitute a novation.

The lead time runs from the latest of the following dates:

- Date of the acknowledgement of order notification
- The receipt of the advance payment
- The receipt of the irrevocable or irrevocable and confirmed letter of credit or a stand-by letter of credit.
- Validation drawing acceptance.
- All necessary information reached the Seller.
- Supplies the Buyer had undertaken to put back.

If the Product is not delivered at the time for delivery as defined in the contract, the Buyer is entitled to liquidate damages from the date on which delivery should have taken place:

- If specific agreements have been made, the liquidated damages shall never exceed 5 per cent of the of the Purchase price of the Product.

- Without specific agreement, the liquidated damages shall be payable at a rate of 0,5 per cent of the Purchase price of the Product for each complete week of delay. The liquidated damages shall not exceed 5 per cent of the purchase price of the Product.

The liquidated damages shall be applied if the Buyer suffers from the late delivery of the Product due to the Seller and if the losses have been contradictory proven. The liquidated damages shall be applied only if at the time of the purchase order the Buyer mentioned that he would lodge a claim for compensation for late delivery and claimed in writing at the time of delivery.

In case of unexpected circumstances, the Seller will inform immediately the Buyer of late delivery.

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Late delivery does not give the right to the Buyer to terminate the contract neither entitle the Buyer to claim for damages. The Seller is not liable for agreements, contracts or conventions between the Buyer and his clients (partners).

The Seller is not liable for any consequences of late delivery in the following situation:

- If the Buyer fails to make payments in the conditions agreed at the purchase order time

- If the Buyer fails to provide in the right time the required information for execution of the contract

- In case of force majeure or of events such as: internal or external strikes to the company, the lockdown, the epidemics, the accidents, the war, the requisition, the fires, the floods, the natural disasters, the rubbishes of important parts, interruption or delay in transport, or any other causes entailing a total or partial unemployment for the seller or his suppliers or an obstacle in the normal execution of the works, in the factories of the Seller or his suppliers. In such events, the lead time would be prolonged by the duration of the delay entailed by the force majeure or the event.

In the event, the Seller by written notification, accepts one or several modifications of the terms of the order, the new lead time would start from the day of the modification acceptance.

The delivery or transfer of risk will depend on the agreed Incoterms 2010.

The Buyer may need to re-export equipment purchased in France. The Buyer bears the sole responsibility of applying the regulations defined by the government authorities concerning the exclusion of certain countries.

7. PAYMENT TERMS AND CONDITIONS

Unless otherwise agreed, the purchase price should be paid according following conditions:

- 30 per cent at the order by swift upon receipt of proforma invoice sent by the Seller.
- The balance according to the terms of the offer, proforma invoice sent by the Seller.

In case of payment by irrevocable or irrevocable and confirmed letter of credit or stand-by letter of credit, will be taken into account the terms agreed in the commercial offer or proforma invoice issued by the Seller.

Whatever the means of payment used, payment shall not be deemed to have been realized before the Seller's account has been successfully and irrevocably credited.

The payment terms cannot be delayed for any reasons. If late delivery is occurred by the Buyer fails in his obligations, the payment remains due at the stipulated date.

If the Buyer fails to pay by the stipulated date, the Seller shall be entitled to interest from the day on which payment was due. The rate of interest shall be as agreed between the parties. If the parties fail to agree on the rate of interest, it shall be 8 per cent above the rate of the main refinancing facility of the European Central Bank in force at the due date of payment.

In case of late payment, the Seller may after having notified the Buyer in writing suspend his performance of the contract until he receives the payment.

If the Buyer has not paid the amount due within three months of the due date, the Seller shall be entitled to terminate the contract by notice in writing to the Buyer and to claim compensation for the loss it has incurred. The compensation can not exceed the purchase price.

No discount, rebate, compensation can be made on the amount of the invoice. The Seller is not liable for any agreement between the Buyer and his customer as regards of discount or any other costs for any causes.

Advanced payment is to be deducted on the amount of the invoice and do not constitute a compensation amount enabling the Buyer to terminate the contract without any other compensation claim from the Seller.

Purchase price of Spare parts must be paid before the Product is delivered.

For purchase price lower than 5000 euro payment by bank transfer is requested before the delivery.

8. GUARANTEE

The guarantee applies only to the Product supplied by the Seller to the Buyer and does not cover any third party to whom the Product may be transferred.

The Product is guaranteed against any manufacturing defects, parts, labor and travel in France Metropolitan for a period of 12 months.

The Product is guaranteed against any manufacturing defects and parts for equipment sold outside France Metropolitan.

The Product is made in accordance with the rules of art and norms (rules of hygiene and safety Directive 2006/42/CE & NF EN 1050, standards for electrical installations at low voltage 2006/108/CE).

If the Buyer shall arrange by a third party to any amendments, alterations, repairs on the Product without prior written consent of the Seller, the warranty is immediately suspended. No warranty service blocking the operation of the Product for an indefinite period may give right to compensation.

This warranty does not cover:

- The routine maintenance,
- The handling errors,
- The external failures
- Abnormal uses
- Chemical attacks unknown from the Seller

In case of failure or incident of any kind blocking the use of the Product, the Buyer cannot claim any compensation for loss of profits.

The payment failure of invoices on the agreed date cancels the guarantee commitment.

Maintenance operation should be carried out every 2500 operating hours to prevent any incident during operation.

The Seller service engineers and its official representative service engineers only are authorized to perform such work.

9. TRANSFER OF OWNERSHIP and RETENTION OF TITLE

The Product remains the property of the Seller until payment of the full price in principal and accessories of the contract by the Buyer.

The default of payment of any installment may cause the claim to such property.

However the Buyer undertakes from the delivery the risk of loss or damage to the Product and responsibility of damage they could cause.

The Buyer agrees not to sell the property to a third person before full payment.

10. MISCELLANEOUS CLAUSES

a) Termination clause

In case of failure by the Buyer of any of its obligations, especially in case of payment default one month after written given notice, the Seller may have the right to request resolution of the sale through jurisdiction.

b) Deposits and other payments

In the event of termination and invoking the retention of property, deposits and other payments already made will remain to the Seller as compensation without prejudice to any other compensation claims.

c) Control

The cost of inspection by specialized agencies are not included in the price.

d) Price revision

Prices are always quoted excluding taxes, net of any discounts for the Product, not packed, EXW Martillac France according to Incoterms 2010. The final price is shown on the acknowledgment of order issued by the Seller.

If the Buyer requests the Seller to arrange the transportation of the Product, the commercial offer would be amended and would quote the costs of the transport operations required.

e) Liability

The Seller's liability can be engaged only up to the events secured by the insurance policy and the amounts reimbursed by insurance. The Buyer is entitled to request the Seller to produce a certificate of insurance from his insurance company stating the purpose and amounts guaranteed.

11. SPECIAL CONDITIONS FOR SOFTWARE

The Seller's software is covered by the legislation protecting the authors of data-processing software. Any copy other than a backup copy is liable to the penalties provided for by law. The Seller cannot accept any claim request due to a failure or fault in our software, whatever the damage suffered.

12. DISPUTES AND JURISDICTION

THE PARTIES WILL DO THE UTMOST TO REACH AN AMIABLE AGREEMENT BEFORE ANY ACTION CONTENTIOUS.

All disputes and differences which may arise out of or in connection with the sales act will be settled as far as possible by means of negotiations. If the Parties fail to reach an agreement, the dispute will be finally settled in accordance to the rules of conciliation and arbitration of the Chamber of Commerce of Bordeaux France by one or more arbitrators to be appointed in accordance with such rules, unless the parties agree on the name of a sole arbitrator. The sales act shall be governed by the substantive law of Republic of France. The language of arbitration shall be french.

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