

## **INTRODUCTION**

These General Conditions of Sale define the rights and obligations of the two parties and are designed to apply to all contractual relations between the "Vendor" and the corporate customer, hereinafter referred to as the "Buyer" and define their rights and obligations.

These General Conditions of Sales constitute "the basis for commercial trading". They form the legal basis for the contract subject to special conditions accepted by the parties. The Buyer's purchasing conditions are valid as an offer only. These General Conditions of Sale supersede all clauses to the contrary formulated in any way whatsoever by the Buyer if the Vendor has not explicitly accepted them. Any derogation from the general conditions in the Buyer's favour may justify consideration. Any order or acceptance of the Vendor's offer automatically entails acceptance of these General Conditions of Sale.

The general conditions are governed by French laws on work contracts (contrat d'entreprise) when they apply to the production of equipment on the basis of specifications or to the provision of services. These general conditions are governed by French laws on sales only when they apply to the supply of standard products.

### **1. ORDER OF PRIORITY OF APPLICATION OF DOCUMENTS**

Unless otherwise specified by both parties informed in writing, the descending order of priority of documents shall be as follows:

1. these General Conditions of Sale also downloadable from the website: [www.pci.fr](http://www.pci.fr) under the contact heading
2. the acknowledgement of receipt of order from the Vendor
3. all plans, designs, descriptions, technical documents submitted by the Vendor
4. the documents from the Vendor supplementing these general conditions

In case of contradiction or difference between these documents, these parts prevail in the order they are enumerated above, except written contrary agreement of both parties.

Attention: commercial documentation, catalogues, advertising, correspondence, price lists that are not expressly mentioned are of no legal value.

### **2. DEFINITIONS**

The terms below shall have the following definitions in these General Conditions of Sale:

**"Contract"** means and is limited to the written agreement between the Vendor and the Buyer on the basis of the Vendor's commercial offer relating to the Supply and the Works.

**"Supply"** means the machines, appliances, materials and other items delivered by the Vendor, according to the Contract.

**"Works"** means the Supply as well as the assembly and other services to be performed by the Vendor according to the Contract. If the Works according to the Contract should be accepted in separate batches in order to be used separately from one another, these general conditions shall apply to each batch separately. The term "Works" then refers to the batch concerned.

**"Contract Price"** means the price shown in the contract.

**"Express"**. The "express" nature is compulsorily set out "in writing".

**"In Writing"** means via a document sent by one of the two parties to the other by letter or fax or e-mail. The other party acknowledges receipt by the same means of communication as that used by the emitting Party.

**"Site"** means the place where the Supply and the works should be installed or take place, including the surroundings required for the unloading, storage and local transport operations of the Supply and the assembly equipment.

**"Force Majeure"** includes events such as:

- Occurrence of a natural disaster, epidemic
- Earthquake, storm, fire, flood, etc.,
- Armed conflict, war, attacks, requisition,
- Labour conflicts, lock-out, total or partial strike at the Vendor's,
- Labour conflicts, lock-out, total or partial strike at suppliers', service providers', transport companies of the Vendor's, Postal services, public services, etc.,
- Mandatory order by the public authorities (import prohibition, embargo),
- Operating accidents, breakdown of machinery, explosion, tooling accidents,
- Default of a supplier.

## **I- ORDER**

### **1. ACCEPTANCE**

The contract shall not be valid unless express acceptance of the order or of the letter of intent has been given by the Vendor. Acceptance of the order may be given using any means in writing. All orders accepted by the Vendor shall be deemed to entail acceptance by the Buyer of the Vendor's offer. The contract shall be limited to the supplies and services expressly stipulated therein. **Any amendment to the contract** requested by either party is subject to the express acceptance of the other party.

## **2. CANCELLATION**

An order conveys the Buyer's consent on an irrevocable basis. All orders placed are binding and cannot be cancelled by the Buyer. Where exceptional cancellations are concerned, the Vendor reserves the right to demand performance of the contract and full payment of the amounts set forth therein.

In the event the contract is terminated on an amicable basis, the Buyer must compensate the Vendor for all expenses incurred and for all direct and indirect consequences resulting therefrom. In addition, installments already paid shall be vested in the Vendor as well as the payment of compensation of 10% of the value of the order.

## **II – COOPERATION OF THE PARTIES AND AMENDMENTS**

### **1. COOPERATION**

The production of equipment when designed or adapted based on the specific requirements of the Buyer cannot be fully achieved without close cooperation between the Parties.

The Vendor must take into account the Buyer's requirements and shall comply with them up to the limits of feasibility, contract compliance and rules of the trade. The Vendor shall inform the Buyer, within the limits of its technical knowledge, of any restrictions placed on production and potential effects it may be familiar with in connection with the use of the Supply. The Vendor shall provide the Buyer with instructions for use and maintenance of the supplies.

The Buyer is a professional with skills in its specialised field of trade in its capacity as user and it is the sole party in charge of defining its requirements and restrictions, together with the end result of the Supplies. The Buyer has the obligation to supply all information and specifications that are complete, precise and reliable, concerning in particular:

- clearly expressed requirements,
- operating and environmental conditions of the Supplies,
- composition and special features of the products used with the Supplies,
- the qualifications of its personnel.

The satisfaction of its requirements shall depend to a great extent on this information.

The Vendor cannot be held liable for the consequences of any omission or error in the information provided by the Buyer. This cooperation applies to the stages of a Supplies project including but not limited to the draft projects, designs, productions, delivery and fine-tuning, etc.

### **2. MODIFICATIONS**

Subject to Chapter XI – COMPLIANCE WITH TECHNICAL DIRECTIVES, the Buyer is entitled to request modifications to the design and execution of the Supplies until the provisional Acceptance has been declared. Requests for modification are submitted In Writing to the Vendor stipulating a precise description of the modification requested. The Vendor, on receipt of a request for modification or after proposing its own modification, notifies the Buyer In Writing of how the modification should be executed specifying the resulting changes to the Contract Price, the date of completion and the other conditions of the Contract. If the completion of the Works is delayed due to a disagreement between the parties concerning the consequences of a modification, the Buyer shall pay (according to the initial payment date) the portion of the Contract Price which would have been due if the Works had not been delayed.

Except for the case laid down in Chapter XI – COMPLIANCE WITH TECHNICAL DIRECTIVES, the Vendor is not under the obligation to perform the modifications requested by the Buyer until the parties have come to an agreement over the resulting variations to the Contract Price, the completion time and the other stipulations of the Contract.

### **3. OBLIGATIONS IN CASE OF SUPPLIES' RESALE**

To ensure compliance with the regulations for the internal security of the nation, the territory and the State, the Buyer is not authorized to resell the Supplies without prior written authorization from the Seller. In his request for authorization, the Buyer shall provide the Seller with the identity of the potential buyer and the final destination of the Supply. In case of express authorization, the Purchaser undertakes to subject his co-contractor to the same prior resale obligations, until the final destination of the Supply.

In case of purchase of Supplies meeting the definition of "dual-use goods" of the European Regulation n ° 428/2009 of 5 May 2009 establishing a Community regime for the control of exports, transfers, brokerage and transit of goods to dual use, the Purchaser authorizes the Seller to conduct all investigations and audits necessary to ensure compliance with the obligations provided in case of resale of the Supplies, and it is committed to cooperate by providing all relevant information

## **III – PRICES AND COMMERCIAL CONDITIONS**

### **1. PRICES**

Prices are stated in Euros, not including VAT, customs duties, shipping, insurance, packaging and are “ex-works” from the Vendor.

Unless agreed otherwise, prices proposed remain valid for one month, beyond which they may be updated taking into account changes in cost prices.

Prices correspond exclusively to those products and services specified in the offer. Additional services rendered, together with additional supplies or supplies delivered during Works shall be invoiced in addition.

### **2. TERMS OF PAYMENT**

The payment dates and conditions shall be determined by way of contract. Failing this, and as a reference, the following conditions shall apply: 35% with the order; 60% + VAT when the order is made available at the Vendor's plant and 5% on Final Acceptance, each one of these stages giving rise to payments.

Payments are made at 30 days end of month, by bank transfer to the place specified on the invoice if the Buyer is domiciled in the Euro zone and by irrevocable documentary credit confirmed by a bank approved by the Vendor, if the Buyer is domiciled outside the Euro Zone.

Unless otherwise stipulated, on payment of the installment, the Buyer shall send a bank guarantee covering the total amount of the order excluding any installments already paid. The costs of bank guarantees on request from the Buyer are at its expense and shall be invoiced to the latter by the Vendor.

VAT shall be payable in accordance with Articles 256 II and 269 of the French Tax Code.

Unless subject to provisions agreed between the parties, repair, maintenance work and additional supplies or supplies delivered during Works are invoiced monthly and payable in cash, net, with no discount.

### **3. LATE PAYMENT**

Agreed payment dates cannot be delayed under any circumstance whatsoever, including in the event of litigation. According to Article L441-10 of the French Commercial Code, as amended by the Act N°2019-359 dated 24 April, 2019, transposing the Directive 2011/7/EU, any delayed payment makes the following automatically applicable, from the first day after the payment date stated on the invoice:

1. late payment penalties.

The late payment penalties shall be determined by application of the refinancing rate of the European Central Bank, increased by ten points.

2. A fixed compensation of 40 Euros for the collection costs.

This compensation is due in pursuance of a provision of the Act dated 22 March 2012, applicable from 1st of January 2013. Its amount is determined by article D 441-5 of the French Commercial Code.

3. A complementary compensation of 200 euros.

In pursuance of the aforementioned Article L441-6, when the collection costs incurred exceed this fixed compensation, the Vendor is also entitled to demand a justified additional compensation.

In addition to these penalties and compensations, any payment made after the payment date shall give rise, at the Vendor's discretion, to immediate maturity of the contractual payment due date with all outstanding amounts becoming immediately payable. The Vendor availing of any one of these provisions does not deprive it of the right to implement the right of title clause stipulated in chapter V-2.

In the event of late payment, the Vendor has a right of ownership over the equipment, in accordance with article 2286 of the French civil code.

### **4. CHANGE IN THE BUYER'S SITUATION**

In the event the Buyer's situation is downgraded by a financial institution or ascertained by way of a significant payment delay or when the financial position is significantly different from the data made available, deliveries shall only be performed in consideration for effective payment.

In the event of sale, transfer, pledge or contribution to a company of the Buyer's business or a significant part of its assets or equipment, the Vendor reserves the right without giving formal notice to:

- notify of the immediate maturity of the due date and consequently immediate payment of all outstanding amounts,
- suspend all shipments,
- on the one hand, officially ascertain termination of all of the current contracts and on the other hand, retain all installments received and parts in its possession until potential compensation has been set.

Invoices shall state the date and place of payment.

### **5. PROHIBITION OF AUTOMATIC DEBIT NOTES**

In accordance with Article L 442-6 I 8 of the French Commercial Code, all automatic debit or credit notes are prohibited. Any automatic debit shall constitute an unpaid invoice and shall give rise to the application of the provisions contained in chapter III.3 governing late payment.

#### **6. PERFORMANCE BOND**

In the event the Parties agree to a performance bond to secure performance of the works and satisfy, when applicable, reservations raised at the time of acceptance, this performance bond must compulsorily comply with the provisions contained in French Law No. 71-584 dated 16 July, 1971, which is a matter of public policy.

### **IV – DELIVERIES, PACKAGING AND PENALTIES FOR LATE DELIVERY**

#### **1. DELIVERY**

Delivery is deemed to have been performed when the equipment is made available in the Vendor's plants or warehouses. Unless otherwise specified, our goods travel at the risk of the Buyer: carriage, packaging and handling at its expense. The Vendor undertakes to inform the Buyer of the availability of the equipment.

#### **2. PACKAGING**

Packaging is performed according to the Vendor's standards and is not returnable for refund. Packaging shall be in compliance with applicable environmental regulations depending on the intended use of the products. If the Buyer requires special packaging, the Vendor must be expressly asked for this at the time the contract is entered into. Packaging is at the Buyer's expense. The Buyer agrees to dispose of the packaging in compliance with local environmental laws.

#### **3. DELIVERY TIMES**

Delivery or execution dates start running as of the date the Vendor gives its final acceptance of the order in writing. However, they shall not start running if the Buyer has not complied with one or more of its obligations including: payment of the instalment if agreed to, supply of all information and authorisations required, acceptance of the goods in compliance with the contract and they are suspended in the event of a *force majeure*.

Delivery times may vary throughout the project. They shall be updated and the new dates accepted by the Buyer and the Vendor become contractual. They cancel and replace the old dates and times of the initial contract.

#### **4. PENALTIES FOR LATE DELIVERY**

Delays may in no event be used as grounds for cancellation of the order or termination of the contract. By default, the Vendor does not accept for penalties for late delivery to be applied, unless they are clearly stated in the contract and duly accepted by the Vendor. In this case, penalties may only apply to the delivery of the equipment. In addition, they may not exceed 0.5% per full week of delay as of the end of the third week and are capped at a maximum of 5% of the value (not including VAT) of the equipment in the workshop or warehouse, not including services supplied. Moreover, such penalties shall only be due if the delay is exclusively attributable to the Vendor and if it has caused a real prejudice witnessed by both parties. Payment of penalties shall be on a lump-sum basis and shall fully release the Vendor from this obligation. No other amounts may be claimed from the Vendor on this account. The Vendor is automatically released from all obligations related to delivery times if the terms of payment were not adhered to by the Buyer or in the event of *Force Majeure*.

The Vendor shall keep the Buyer informed of cases or events of this type in due course. Payments for supplies may not be deferred or amended due to penalties.

### **V – TRANSFER OF RISKS AND RIGHT OF TITLE**

#### **1. TRANSFER OF RISKS**

Risks of loss or damage to the Supply are transferred to the Buyer when the equipment is made available in the Vendor's plants or warehouses. The Buyer must take out insurance to cover all risks related to the equipment as of said availability. Such insurance must include a waiver of claims by the Buyer and its insurers against the Vendor and its insurers. The immediate transfer of liability for risks shall not prevent the Vendor from enforcing the right of title clause or its right to retain ownership.

#### **2. RIGHT OF TITLE**

In accordance with Articles 2367 *et seq.* of the French Civil Code, the Vendor shall retain ownership of the equipment delivered until effective payment of the full price in principal and incidental expenses. Default of payment on any due date whatsoever may entail a claim for this equipment. However, as of the date the equipment is made available, the Buyer shall bear all liability for loss or damage to this equipment, as well as all liability for the damage the equipment may cause. In the event this claim is implemented, the instalments already paid shall be fully and finally vested in the Vendor as compensation, without prejudice to its right to obtain full compensation for the damages it has suffered. The Buyer has no right to resell the equipment that has not been fully paid for without the Vendor's express agreement.

### **VI – INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

#### **1. INTELLECTUAL PROPERTY**

All plans, designs, descriptions, technical documents and quotes remitted to the other party are communicated within the framework of a loan for use whose outcome is the assessment and discussion of the Vendor's commercial offer, followed by, in

the event of an order, performance of the contract. They may not be used by the other party for other purposes or communicated to third parties without the prior agreement of the party owning these documents.

The parties maintain all material and intellectual property rights to their documents that they may loan. These documents must be returned upon first demand. Intellectual Property Rights relating to inventions, designs, trademarks, plans, processes, software, prototypes or components of prototypes or others made available to the Buyer by the Vendor, remain the Vendor's property.

In addition, the Vendor's designs, even if drawn up according to specifications and even if they lead to an improvement in the product's usage value, remain the exclusive property of the Vendor and cannot be communicated, reproduced or copied without its written authorisation.

Payment for designs in no way entails any transfer of any intellectual property rights whatsoever to the Buyer. Any transfer of intellectual property rights must be covered by a written agreement. The Buyer shall refrain from filing any Intellectual Property right relating to these inventions. Unless subject to express, prior agreement, patents relating to any inventions obtained within the scope of performance of the Works, shall be filed by the Vendor.

The price of the equipment and/or the services does not include the transfer of intellectual property and the know-how behind the latter which remains the full property of the Vendor. There are no legal provisions that require the Vendor to remit the manufacturing plans to the Buyer. The Vendor grants an operating licence for existing software which it owns or for which it has received a licence, integrated to the Supplies for the sole purposes of use and maintenance of the Supplies.

Prototypes supplied to the Buyer shall remain strictly confidential. They may not be communicated to third parties without the Vendor's express authorisation.

The Buyer warrants that at the time the contract is entered into the contents of the plans and the specifications and their conditions of implementation do not make use of intellectual property rights or know-how owned by a third party. It further warrants that it is free to dispose of them without violating a contractual or legal obligation. The Buyer holds the Vendor harmless against all direct or indirect consequences of any civil or criminal liability legal action, in particular on the grounds of infringement or unfair competition."

## **2. CONFIDENTIALITY**

The parties undertake on a reciprocal basis a general obligation of confidentiality bearing on all verbal or written confidential information of any kind whatsoever and on any media whatsoever (reports on discussions, plans, exchange of computerised data, business activities, facilities, projects, know how, products, etc.) exchanged in connection with the preparation and the performance of the contract except for that information generally known to the public or that becomes known to the public through other means than due to the fault or action of one of the Parties. Consequently the parties agree to:

- keep strictly secret all confidential information and in particular, to never disclose or communicate in any way whatsoever, directly or indirectly, all or part of such confidential information to any person whatsoever, without the prior written consent of the other party;
- not to use all or part of the confidential information for purposes or for business other than the performance of the contract;
- not to copy or imitate all or part of the confidential information.

The parties agree to take all measures required in order to ensure that this confidentiality obligation is complied without throughout the entire duration of the contract and even after its expiry for a minimum duration of 5 (five) years and further guarantee that all of their employees shall comply with this obligation. This obligation constitutes a performance obligation under French law (obligation de résultat).

The Parties warrant that at the time the contract is entered into the contents of the contractual documents and their conditions of implementation do not make use of intellectual property rights or know-how owned by a third party. They further warrant that they are free to dispose of them without violating a contractual or legal obligation.

The Parties mutually hold each other harmless from all direct or indirect consequences of any legal action taken to incur their liability, in particular on the grounds of infringement or unfair competition.

## **3. ADVERTISING**

The Vendor is entitled to include the Works performed for the Buyer in its documentation and communication and marketing material, unless otherwise expressly requested by the Buyer.

# **VII – TRIALS AND ACCEPTANCE TESTS**

The following provisions apply when it has been agreed that the assembly, installation and/or putting into service are to be ensured by the Vendor (which may delegate or subcontract, in full or partially, to any person of its choice). Unless otherwise stipulated and by express Agreement from the Vendor, any trials or acceptance tests shall be performed according to the procedure customarily used on the Vendor's premises.

## **1. ACCESS AND FACILITIES ON SITE**

The Buyer agrees to provide the Vendor with access (personal, equipment and vehicles) to the site and to promptly provide it with all access authorisations, worksite regulations and to inform it of all obligations resulting from the application of regulations on work performed by companies on site.

The Vendor shall ensure that its personnel complies with these regulations.

The Buyer also undertakes to make available to the Vendor the required skilled personnel free of charge. The Buyer must provide the facilities and services (in particular, offices with access to Internet and telephone lines, restrooms, utilities and



power, etc.) required for proper performance of the services on site. After use, these facilities shall be returned to the Buyer and the Vendor may not be held liable for normal wear and tear and/or any damage resulting from the normal use of these.

## **2. FOUNDATIONS**

The foundation units, calculations and corresponding plans shall be produced by the Buyer at its own expense and under its responsibility. For this purpose, the Vendor shall provide the Buyer with the overall dimensions, leg positions, load and authorised floor slope of each set of equipment.

## **3. TRIALS AND ACCEPTANCE**

For the purposes of acceptance, the Buyer shall provide the Vendor at the Buyer's expense with all consumables required for these trials, as well as all parts required if necessary. The Buyer must provide the parts in compliance with contract specifications and in sufficient quantity, within the deadlines laid down (as per the contractual schedule and along with an inspection report) for the correct performance of these trials/Acceptance tests. Similarly, the Buyer's or its representative's personal expenses to perform the trials/acceptance tests remain fully at its expense. If the Supply is not yet on Site, the Vendor may ensure storage of it at the Buyer's expense and risk. The Vendor shall take out insurance for the Supply upon request from and at the expense of the Buyer. The Vendor's liability for compliance or deadlines cannot be incurred if the Buyer fails to comply with its obligations. Similarly, expenses incurred by the Vendor due to the Buyer's non-adherence to obligations may be invoiced to the Buyer including financial charges (e.g.: waiting time, additional travelling, additional works subsequent to the

delay, additional accommodation for the Vendor's personnel, delays in payments from the Buyer, insurance costs, etc). The Buyer is under the obligation to grant acceptance of the equipment. Through this procedure, the Buyer acknowledges that the equipment is in compliance with the contract. The Vendor shall notify the Buyer in writing of the date scheduled for acceptance to take place in the presence of both Parties. If the Buyer or its representative has been duly notified thereof with 10 days' notice and is not present at acceptance, acceptance shall nevertheless be deemed to have been given by the Buyer. The Vendor forwards the Buyer the acceptance test certificate which the latter shall accept as accurate.

In the case of sets of machines, sets may be covered by blanket acceptance; however each piece of equipment may be covered by separate acceptance valid for that item.

## **4. PROVISIONAL ACCEPTANCE**

Unless otherwise stipulated, on completion of the Works, the provisional acceptance tests shall be performed in the Vendor's workshop in order to verify the compliance of the Works with the Contract and to initiate the corresponding delivery.

## **5. TECHNICAL COMMISSIONING TESTS**

For the contractual trials and acceptance tests on the Buyer's site, the Buyer shall provide the Vendor at the Buyer's expense with all the materials, utilities, power and skilled personnel and in sufficient quantity needed for these trials. The Buyer shall bear the costs of these Technical Commissioning and Safety Acceptance tests. Acceptance is declared when the tests have been performed in compliance with the Contract. This is officialised by the dispatch of a Technical Commissioning certificate. Minor defects not impacting the performance of the Works do not hinder acceptance.

NB: Any use or complete or partial commissioning of the Works either officialised or not by the dispatch of the corresponding certificate shall vouch for Technical Commissioning. The Vendor shall then be released of its obligations to perform these acceptance tests and freed of any liability in the event of damage or accident incurred at the time of this use.

The date of technical acceptance of the Works whether covered by an acceptance certificate or not, corresponds to the start of the period of warranty of the Works.

## **6. FINAL ACCEPTANCE**

Final acceptance is declared when the reservations ascertained and recorded on drawing up the Technical Commissioning certificate are lifted. Without this certificate or if for reasons not attributable to the Vendor the Works are not available or in working order, Final Acceptance shall be automatically declared 3 months following Technical Commissioning.

# **VIII - WARRANTY**

## **1. DEFINITION, DURATION AND STARTING POINT**

This undertaking, unless specifically provided for otherwise, shall only apply to failures that become apparent during a period of 12 months or 3,600 hours, whichever occurs first (warranty period). This duration is applicable to use in accordance with the information defined by the Parties. The starting point of the warranty period corresponds to the technical commissioning date, whether an acceptance certificate has been drawn up or not. In all cases, the Vendor's warranty shall not go beyond 14 months from the date of delivery of the Supply on Site. The warranty is limited to the repair or replacement of parts acknowledged by the Vendor to be defective. Only the spare parts supplied, modified or revamped by the Vendor are covered by warranty and only throughout the warranty period covering the main equipment.

The Vendor undertakes to correct any faulty operation originating from a defect in the design, the materials or the execution up to the limits contained in the following provisions:

In order to claim the benefit of these provisions, the Buyer must promptly inform the Vendor in writing of the defects ascertained within eight days of their occurrence and supply all proof that such defects are real. The Buyer must facilitate access to the Vendor for the purpose of officially acknowledging such defects and in order to correct them, the Buyer must furthermore refrain from

performing the repair itself or having the repair performed by a third party, unless subject to express agreement formalised in writing by the Vendor.

On receipt of this notice, the Vendor corrects the vice at its expense with all due diligence and decides on how the repair should be carried out. Works resulting from the warranty obligation are performed in principle in the Vendor's workshops after the Buyer has returned the equipment or the defective parts to the Vendor for repair or replacement purposes. Nonetheless, in the event that due to the type of equipment the repair work must be carried out on Site, the Vendor shall bear the costs of the corresponding workmanship for such repair work, with the Buyer ensuring at its expense the dismantling and reassembly of the equipment other than the Works to the extent necessary to repair the defect. In all cases, if the equipment is not available due to the Buyer, the costs arising from the intervention shall be at the Buyer's expense.

The shipping costs to send back the equipment or defective part as well as the return shipping of the repaired or replaced equipment or part(s) are at the Buyer's expense. Similarly, in the event of repair work on Site, the travelling and accommodation expenses of the Vendor's technicians are at the Buyer's expense. Parts returned to the Vendor and replaced under the warranty become the Vendor's property.

## **2. WARRANTIES RELATING TO INDUSTRIAL RESULTS**

When warranties are given with regard to industrial or economic results, the consequences of this undertaking are covered by a special written agreement between the parties. If these results are not achieved, and in the absence of specific penalties, these may not exceed a total amount equal to a maximum of 5% of the value excluding VAT of the Supply or part of the Supply in question in the workshop or warehouse.

## **3. EXCLUSION FROM WARRANTY**

All warranties and liability are excluded for incidents related to fortuitous or *force majeure* events or in particular in the following cases:

- normal wear and tear of the equipment,
- damage or accidents originating from neglect, supervision failure,
- failure to comply with maintenance instructions for the equipment, with rules of the trade applicable to the Buyer's profession, with periodic inspections recommended by the Vendor or the regulation,
- failure to comply with rules of safety and the environment applicable to the Buyer,
- abnormal use of the equipment,
- lack of competence of users of the equipment.
- In the case of standard components, which have not been manufactured by the Vendor, for example air valves, electric motors, electronic parts etc., the warranty applies only to the extent allowed by the particular manufacturer of these components. Those particular manufacturer warranties can be sent to the purchaser on demand.

Any intervention from the Buyer or a third party on the equipment: modifications, repairs, addition of spare parts that are not original or that are revamped without the Vendor's express agreement shall entail the exclusion of all liability and warranty for them.

The warranty shall also cease to apply in the event the Buyer fails to pay on one of the payment due dates provided for.

In accordance with the French legal system applicable to works contracts, the Vendor is free to choose the technical resources required to obtain the functions provided for in the specifications. If the Buyer imposes the choice of a component, a brand of components, a material, an implementation, a design or a given technical solution, the Vendor shall not be liable for such choice and shall act in the capacity of the Buyer's agent.

## **4. LIABILITY**

The Vendor's liability is strictly limited to the obligations defined herein and with the exception of bodily injury or gross negligence, it is expressly agreed between the Parties that the Vendor may not be held liable for any compensation, including for intangible, consequential, non-consequential or indirect damages, including inter alia, loss of profits, operating losses, loss of earnings, third party claims, etc.

The Vendor's liability shall be limited to direct tangible damages, excluding all items built into or added onto the equipment by the Buyer (including, inter alia, Customer parts, assemblies and tooling) caused to the Buyer and that result from a fault exclusively attributable to the Vendor in connection with the performance of the contract.

In any event, the Vendor's civil liability will be limited to direct damages and prejudice, and will not exceed 10% of work in question.

The Buyer and its insurers waive all claims against the Vendor and its insurers for damages excluded under these General Conditions or under the contract.

# **IX – UNFORESEEABLE EVENTS AND FORCE MAJEURE**

## **1. Unforeseeable events**

If an event that is beyond the control of the parties occurs which compromises the balance of the contract to the point that it causes prejudice to one of the parties to perform its obligations, the parties agree to negotiate in good faith to amend the contract. The following events are referred to here in particular: change in the price of raw materials, change in customs duties, change in currency exchange rates, change in legislation. If the parties are unable to agree, they shall engage in conciliation with the Presiding Judge of the Commercial Court having jurisdiction who shall act as an arbitrator.

## **2. Force Majeure**

Neither party to the contract may be held liable for delay or default to perform any one of its obligations under the contract if such delay or default is the direct or indirect effect of a *Force Majeure* event such as a pandemic.

Each party shall promptly inform the other party of any occurrence of a *Force Majeure* event it becomes aware of and that it believes is likely to impact the performance of the contract.

If the duration of the event preventing performance exceeds one month, the parties must promptly meet to examine the future of the contract in good faith and agree to an additional clause.

## **X – TECHNICAL ASSISTANCE, MAINTENANCE AND SPARE PARTS**

### **1. Technical Assistance, maintenance**

Technical assistance related to effective putting into operation and production ramp-up, as well as maintenance and upkeep of the equipment are at the Buyer's expense.

### **2. Spare parts**

Offers for spare parts are only drawn up upon special request from the Buyer. All spare parts are covered by a warranty of a maximum of 12 months from when the equipment is made available (FCA RUE COPERNIC 42030 Saint-Etienne), excluding packaging, shipping and customs costs. The Invoice is issued on the date of availability. All dismantling/reassembly costs remain at the exclusive expense of the Buyer. Specifically and upon the Buyer's request, these additional services may be covered by an additional offer from the Vendor (see chapter X.3).

In the event of a "standard" exchange, the warranty is brought to a maximum of 6 months from when the equipment is made available (FCA RUE COPERNIC 42030 Saint-Etienne), excluding packaging, shipping and customs costs. The invoice is drawn up on the date of availability. "Standard exchange": the buyer sends back the part to be replaced at its expense. The Vendor returns a repaired (not new) part to the Buyer. All dismantling/reassembly costs remain at the exclusive expense of the Buyer. Specifically and upon the Buyer's request, these additional services may be covered by an additional offer from the Vendor.

The Vendor undertakes to provide to the Buyer the wear and spare parts for duration of ten years following the delivery.

In the case of standard components, which have not been manufactured by the Vendor, for example air valves, electric motors, electronic parts etc., the Seller cannot commit beyond fabrication program or standard exchanges of the particular manufacturer. In any case, Seller commitment won't exceed particular manufacturer ones.

### **3. Provision of Services**

Offers for Provision of Services are only drawn up upon special request from the Buyer. These services are not covered by a warranty apart from any replaced components (parts). The warranty period applicable is six months (repaired part) or 12 months (new part). Services are invoiced on completion.

## **XI – COMPLIANCE WITH TECHNICAL DIRECTIVES**

The Vendor complies with the Machinery Directive 2006/42/EC if it provides complete equipment ready to use (provision of a declaration of conformity).

Regulatory compliance with the Machinery Directive 2006/42/EC shall be ensured by the Buyer if the equipment is for partly completed machinery. The Vendor shall then provide a declaration of incorporation of partly completed machinery.

The Vendor shall ensure regulatory compliance of the equipment's components (low voltage directive, electromagnetic compatibility).

Any change to the equipment by the Buyer or a third party that may cause a change to the safety conditions shall entail cancellation of the EC declaration of conformity remitted by the Vendor.

The replacement of a part having an impact on safety with a part that is not original, shall also entail cancellation of said declaration. The Buyer is under the obligation to use spare parts defined by the Vendor.

The Vendor undertakes to deliver products in compliance with technical regulations applicable to those products and to the technical standards it has explicitly certified the equipment is in compliance with. The Buyer is responsible for implementing the product under normal conditions of use and in compliance with the legislation on safety and the environment in force at the place of use, as well as according to the rules of the trade. It is the Buyer's responsibility to select a product that corresponds to its technical requirement and if necessary, to ensure that the product matches the application contemplated.

Unless otherwise expressly stated on the product label, the products delivered are not designed to operate in an explosive environment.

Additional costs and other consequences resulting from changes to laws, regulations and standards occurring between the date the offer is submitted and the date of Acceptance shall be at the exclusive expense of the Buyer.

## **XII – Relevant right**

These general conditions and the contracts related hereto shall be governed by French law.

In the event of export, they shall be governed by the 1980 United Nations Convention on the International sale of goods, known as the Vienna Convention, supplemented by French law.



### **XIII – Disputes settlement**

The parties shall attempt to settle their disputes on an amicable basis before laying the case before the court having jurisdiction.

**In the case of an internal European Union exchange and without amicable basis, any dispute relative to the contract will report to the exclusive jurisdiction of competent courts in whose jurisdiction is the head office of the Seller, which means the Saint-Etienne courts even in case of warranty call or plurality of defendants.**

**In the case of an external European Union exchange and without amicable basis, any dispute relative to the contract will be submitted to the ICC and will be definitively settled following the rules of ICC by one or several referees appointed in accordance to this regulation. Arbitration place: Seller head office. Arbitration language: English.**

### **XIV – Language**

Interpretation and redaction language in this General Conditions is: French. In case of translate misunderstand; only French version will be applied for interpretation.