

BONTAZ CENTRE  
GENERAL TERMS OF SALE

Article 1: Purpose and scope of application

1.1 Product orders imply the unqualified acceptance by the buyer and its full and complete adherence to these general terms of sale which take precedence over any other document issued by the buyer, and, in particular, over all general terms of purchase, except in case of an express prior written agreement from our company overriding these general terms of sale.

1.2 These general terms of sale apply to all sales of products by our company except in case of a specific agreement prior to the order agreed upon in writing by the parties.

Consequently, the placing of an order by a customer implies unqualified adherence by the latter party to these general terms of sale, except in case of specific conditions granted to the buyer by our company in writing.

Article 2: Intellectual property

All technical documents emanating from our engineering and design department and delivered to our customers remain the exclusive property of our company, the sole holder of intellectual property rights with respect to these documents, and must be returned to the company upon its request.

Our customers undertake not to use these documents in any way such as to adversely affect our company's intellectual or industrial property rights, and undertake not to disclose them to any third parties.

Article 3: Orders

3 Definition

By "order" is meant any order pertaining to our products or tools, and accepted by our company, along with the initial payment which may be provided for on the purchase order.

3.2 Modifications

3.2.1 Orders transmitted to our company are binding on the customer, except in case of written acceptance from our company.

3.2.2 Any request for modification of the constitution or volume of an order placed by a customer can be taken into account by our company on if the request is made in writing, including by fax or E-mail, and has arrived within a reasonable period of time (at least 20 days).

However, this modification can be taken into account only under bite assumption in which the supplier expressly agrees.

Article 4: Deliveries

4.1 Lead times

4.1.1 Delivery lead times are given for information purposes only.

Nonetheless, Bontaz Centre shall do everything within its power to comply with the lead times which it stated at the time when the order was accepted, on the basis of logistics lead times which are customary in the profession, and to fill the orders, except in case of *force majeure* or circumstances beyond its control, such as strikes, frost storms, flooding, epidemic, procurement difficulties, without this list being restrictive.

4.1.2 Any delay in relation to the initially-foreseen delivery lead times shall not be grounds for any compensation, penalty or even cancellation of the order placed by the customer and recorded by our company.

4.2 Risks

All our products travel at the consignee's risk except in case of specifications to the contrary negotiated contractually with our customers.

4.3 Transport

In case of damage to delivered goods or missing items, it devolves upon the customer to note all necessary reserves with the carrier.

All products which have not been subject to reserves with the carrier, pursuant to Article L 133-3 of the Commercial Code, a copy of which is to be sent to our company at the same time, shall be deemed to have been accepted by the customer.

4.4 Acceptance

4.4.1 Notwithstanding the measures to be taken by the customer with respect to the carrier as described in Article 4.3, in case of patent defects or missing items, all claims, of any kind whatsoever, pertaining to delivered products, shall be

accepted by our company only if they are made in writing, by means of a registered letter with acknowledgment of receipt, within the 3-day period set out in Article 4.3.

4.4.2 It is the buyer's responsibility to provide full proof with respect to the reality of the noted defects or missing items.

4.4.3 No goods can be returned by the customer without our company's express prior written agreement, obtained, in particular, by fax or E-mail.

Costs for returning items shall be assumed by our company only in the case in which a patent defect, or a missing item, is actually noted by the latter party or its legal representative, and after our express prior written agreement.

4.4.4 When, after inspection, a patent defect or a missing item is in fact noted by our company or its legal representative, our company undertakes to replace the non-conform articles and/or the complement which is necessary in order to make up for the missing items. In return, the customer shall not be entitled to claim any compensation or rescission of the order.

4.4.5 The unqualified acceptance of products ordered by the customer covers all patent defects and/or missing items.

All reserves must be confirmed in accordance with the terms set out in Article 4.4.1.

4.4.6 The claim made by the buyer under the conditions anti according to the terms described by this article does not suspend the customer's payment for the goods in question.

#### 4.5 Suspension of deliveries

In case of failure to make payment in full of an invoice which has fallen due, and after several reminders which have been ignored, our company reserves the right to suspend all current and/or future deliveries.

### Article 5: Rate - Prices

#### 5.1 Rate

The applicable selling prices are those of the rate in force by the day of the order; these prices may be revised upward for reasons beyond our control such as, for example, modifications of applicable taxes, modifications of technical standards, monetary variations, price increase of raw materials...

All tariff modifications shall be applicable automatically to any new order except in case of an overriding agreement between the parties.

#### 5.2 Prices

Our prices are determined by the rate in force on the day when the order is placed.

With respect to discount terms: "0 discount for advance payment".

### Article 6: Payment terms and conditions

#### 6.1 Payment

The payment period can be freely determined by the parties within the limit given by the law LME N° 2008-776 dated 04/08/2008.

However, in the absence of special provisions, the price must be paid on the 30<sup>th</sup> day after the date of acceptance of the goods or performance of the requested service.

#### 6.2 Non-payment

Any sum which is unpaid at the due date shall result in payment by the customer of penalties for delay which are set at three times the legal interest rate. Pursuant to Article L441-6 of the Commercial Code, these penalties for delay are due and payable as a matter of right as from reception of the notice informing the buyer that we have charged these penalties to it.

### Article 7: Property reservation

7.1 The transfer of ownership of our products is suspended until full payment of the price of said products by the customer, in principal and incidental expenses, even in the case in which extended payment terms are granted. Any clause to the contrary, particularly one which is included in the general terms of purchase, is deemed not to have been written, pursuant to Article L621-122 of the Commercial Code.

7.2 In case of non-payment of an invoice at its due date, our company shall also be entitled to demand the rescission of the sale after transmission of a simple formal notice to pay. Similarly, after transmission of a formal notice to pay, our company may unilaterally draw up or cause to be drawn up an inventory of its products in the customer's possession, which henceforth undertakes to allow free access to its warehouses, stores or other places for this purpose, ensuring that identification of the company's products is always possible.

7.3 As from delivery, the buyer becomes the depository and custodian of said goods.

In case of non-payment, and unless we prefer to request the full and entire completion of the sale, we reserve the right to cancel the sale after formal notice and to demand the return of the delivered goods, with the costs for returning items to be assumed by the buyer and with the payments already made being acquired by us by way of a penalty clause.

#### Article 8: Latent defect guarantee

8.1 After we have inspected the goods, and provided that our responsibility is fully and completely proven, our company undertakes to replace the goods deemed defective and, in addition, undertakes to participate in the expenses with respect to damage suffered up to an amount of 5% of the value of the monthly turnover of the product in question.

8.2 In accordance with the law, customary practices and jurisprudence, our company guarantees its products against latent defects under the following conditions:

Our guarantee applies only to products which have become the buyer's property in a lawful manner. It applies only to products which are manufactured by our company in their entirety. It is excluded as of the moment that our products have been used or implemented under conditions which were not foreseen.

Our guarantee pertains to latent defects only. By latent defect is meant a defect in the production of a product which makes it unsuitable for its use and not likely to be detected by the buyer before using it.

We do not cover damage and wear and tear resulting from an adaptation or a special, unusual assembly of our products unless this assembly has been carried out under our supervision.

Our guarantee is limited to the first six months of use. Our parts are deemed to have been used by our customers within three months at the latest after they were made available. In any event our customers must provide proof of the date of the start of use. Our guarantee comes to an end as a matter of right at the end of this period.

Our guarantee comes to an end as a matter of right as of the moment that our customer has not advised us of the alleged defect within 20 clear days as from the time when it is discovered. It is the customer's responsibility to provide proof of the day of this discovery.

#### Article 9: Force majeure

The following are held to be force majeure or fortuitous events: events beyond the control of the parties, which they could not reasonably be expected to foresee and which they could not reasonably prevent or overcome, inasmuch as their occurrence makes satisfaction of the obligations completely impossible.

The following events are, in particular, considered to be force majeure or fortuitous events which release our company from its obligation to deliver within the initially-planned lead times: strikes by all or part of our company's personnel or by its customary carriers, fire, flooding, war, production stoppages due to fortuitous breakdowns, the impossibility of obtaining supplies of raw materials, epidemics, thaw barriers, road blocks, BDF-GDF supply strikes or disruptions, or procurement disruptions for reasons which cannot be attributed to our company, as well as any other cause of procurement disruptions which can be attributed to our suppliers.

In such circumstances, our company shall advise the customer in writing, in particular by fax or E-mail, within 24 hours of the date of occurrence of the events, with the contract binding our company and the customer then being suspended as a matter of right without compensation, as from the date of occurrence of the event.

Were the event to last longer than 12 months, which would cause complications for the co-contracting parties, the sale agreement entered into may be cancelled by the first party to take action without either party being able to claim any damages.

This cancellation shall come into effect on the date of the initial presentation of the registered letter with acknowledgment of receipt announcing the withdrawal from said sale agreement.

#### Article 10: Assignment of jurisdiction

All disputes with respect to the implementation of these general terms of sale and their interpretation, their performance, and all sale agreements entered into by our company, or with respect to payment of the price, shall be governed by French law and brought before the Commercial Court of the place where the head office of our company is located, namely before the Bonneville Commercial Court, whatever the place of the order, delivery, payment and payment method may be; and even in case of introduction of third parties or multiple defendants.

Assignment of jurisdiction is general and applies whether it is a matter of a main claim, an incidental claim, an action on the merits or a summary hearing.

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