

## GENERAL TERMS OF SALE

**1- General Information** : The present general terms apply to the contractual relationship between "the Supplier" and the client company hereafter designated as "Customer". They are governed by the laws governing sales when it applies to the supply of standard products. They are governed by the laws governing business contracts and, if appropriate, by the laws governing subcontracting contracts, when they apply to the manufacture of a product based on specifications or the delivery of a service. The general terms of purchase of the Client, which were accepted expressly by the Supplier, complete the present general terms and remain in conformity with the general laws governing contracts and with competition law.

**2- Field of application of the contract** : The following are not included as part of the contract: catalogues, advertising, prices not expressly mentioned in the special conditions.

**3- Order placement** : The contract is only final upon the express acceptance of the order by the supplier. The acceptance of the order may take place by any means of written communication. Any order expressly accepted by the Supplier, spot purchase order or standing purchase order, will be deemed as leading to acceptance by the Client of the offer from the Supplier.

**3.1- Spot Purchase order** : The spot purchase order firmly specified the quantities, prices and timeframes.

**3.2- Standing purchase order** : Without prejudice to the conditions defined by article 1174 of the Civil Code, a standing purchase order must satisfy the following conditions:

It is limited in time by an agreed timeframe. It defines the characteristics and the price of the product. At the time that the standing purchase order is concluded, minimum and maximum quantities and timeframes for execution are specified. The rhythm of delivery orders defines the precise quantities and timeframes that are included in the range of the standing purchase order. In case of variations by more than 20% in either direction, the parties will have to confer to find a solution to the consequences of this spread, which are susceptible to modifying the balance of the contract to the detriment of the Supplier.

Any modification of the contract requested by the customer is subject to the express acceptance of the Supplier. The order can only be canceled if this had been agreed to by the Supplier. In this case, the Customer will indemnify the Supplier for all costs incurred and for all resulting direct and indirect consequences.

Furthermore, the deposit that has already been paid by the Customer will be retained by the Supplier. Any modification, non-performance or suspension of the contract which does not permit the movement of the stocks under the conditions stated in the contract will result in renegotiation of the initial economic conditions permitting indemnification of the Supplier.

### 3.3- Hardship clause :

In case of the occurrence of an event which is beyond the control of the parties, which compromises the balance of the contract to the point of being prejudicial to the Manufacturer in the fulfillment of its obligations, the parties agree to negotiate the modification of the contract in good faith. This particularly concerns the following events: variation in the prices of raw materials, modification of the customs fees, modification of exchange rates, changes in legislation, modification of the financial situation of the Customer. In the absence of agreement between the parties, the manufacturer will have the option of terminating the contract by respecting a notification period of one month.

**4- Preparations and work related to the order** : The Supplier conserves all intellectual and property rights associated with the loaned documents. Samples can not be communicated to a third party without the express authorization of the Supplier. Tools which were designed by the Supplier and adapted to its methods and equipment remain its property and will stay in its workshops. The participation of the Customer in tooling costs carries no transfer of intellectual or property rights or know-how.

**5- Characteristics and status of ordered products** : The Customer is responsible for installing the product under the normal expected conditions of use, and in conformity with both the legislation on safety and environment in effect at the location of use, and the standard practices in its profession. Packaging that has not been consigned is not taken back by the Supplier. The packaging conforms to the environmental regulations applicable at the destination of the products. The Customer agrees to discard the packaging in a manner that conforms to the local environmental legislation. The Customer agrees to communicate information that is useful for the installation of the product at the premises of an eventual subsequent purchaser. The Supplier ensures the traceability up to the date of delivery to the Customer.

### 6- Intellectual property and confidentiality :

**6-1 - Intellectual property and know-how related to documents and products** : All the rights of intellectual property and know-how associated with the documents transmitted, the products delivered and the services provided remain the exclusive property of the Supplier. The plans or documents remitted to the customer by the Supplier are loaned for the use of the customer and must be returned upon request or at the end of the contract. Any clause of the customer stipulating the automatic transfer of rights due solely to a business relationship or to the supply of goods shall be deemed as not written.

**6-2 - Confidentiality** : The parties commit reciprocally to a general obligation of confidentiality regarding the elements (documents in any form, reports of discussions, plans, exchanges of data, etc.) exchanges within the framework of the preparation and execution of the contract. These provisions do not prevent the Supplier from using its own know-how and technology developed for the contract in the absence of a specific agreement concluded between the parties.

**6.3 - Guarantee in case of infringement** : The Customer guarantees that at the time that the contract is concluded, the content of the plans and specifications and their conditions of implementation do not represent the use of intellectual property rights or know-how of a third party.

**7 - Delivery, transport, verification and receipt of the products** : The delivery timeframes start from the latest of the following dates: date of acknowledgement of receipt of the order, date of receipt of all the materials, supplies, equipments, tools, timeframe of execution determined by the Customer, date of fulfillment of contractual or legal obligations by the Customer. However, the timeframes stated are only provided for informational purposes and can be revised in case of circumstances beyond the control of the Supplier. The delivery is deemed as completed once delivery has been made to the factories or warehouses of the Supplier. Consequently, the risk is transferred to the Customer upon delivery, without prejudice to the right of the Supplier to invoke the clause of reservation of ownership or make use of its right of retention. Unless there is an agreement to the contrary, all the operations of transport, insurance, customs, handling, transport to the job site, shall be the responsibility of the Customer. All of the above-mentioned operations shall be at the expense, risk and peril of the Customer, who is also responsible for checking the shipments upon arrival and for exercising, if necessary, recourse against the transporters, even if the shipment was sent carriage paid. The Customer must, at its expense and under its responsibility, verify or have verified the conformity of the products to the terms of the order. The Customer is obligated to carry out the legal acceptance of the products, whereby it acknowledges the conformity to the contract. The acceptance formally acknowledges the absence of visible defects.

**8- Case of force majeure** : None of the parties to the present contract will be held responsible for delays or failure to fulfill its obligations under the contract if this delay or failure is the direct or indirect result of a case of force majeure. Each party will inform the other party, without delay, of the occurrence of a case of force majeure of which it is aware and which, in its opinion, could affect the fulfillment of the contract.

**9- Establishment of the price** : The prices are established exclusive of tax "ex-work". They are invoiced according to the contractual conditions.

**10- Payment** : The payments are made, unless otherwise expressly agreed, on the 45th day of the end of the month following the date of delivery. Any clause or request attempting to set or obtain a timeframe for payment that is greater than this period of 45 days, which represents standard professional practice in the metallurgy industry, and without an objective reason, motivated by the Customer, can be considered as abusive under the provisions of article L442-6-7 of the Commerce Code. Early payments will not result in any discount, unless otherwise stated in a specific agreement. Any late payment will result, after notification to no avail, in the application of a late penalty equal to the most recent refinancing rate of the Central European Bank, increased by ten points. Any payment after the due date can, if the Supplier so desires, result in the forfeiture of the contractual term, thereby rendering all sums due payable immediately. In case of the decline of the Customer's situation, delivery will only be made against immediate payment. Any credit to be applied may only be effected by the Supplier. As such, the Customer is prohibited from carrying out any unauthorized debit or credit transactions, or from invoicing the Supplier for any amounts that have not been expressly acknowledged by the Supplier as being its responsibility. Any credit that is applied unjustly by the customer will result in the application of the provisions of article 10.2 related to late payments. When the contract concluded is part of a group of job contracts, the Customer is legally obligated to have the Supplier accepted by its own principal. It is also obligated to have the terms of payment of the Supplier accepted by this principal. If the principal is not the final customer, the Customer agrees to require that it respect the formalities of the Law of 1975. Reservation of ownership: The Supplier conserves full ownership of the goods mentioned in the contract until effective payment of the full price of the principal and related charges. The non-payment of any of the payments due can result in the reclaiming of these goods. Nonetheless, starting from the time of delivery, the Customer assumes responsibility for any damage that these goods undergo or cause.

### 11- Liability :

**11.1 - Definition of the liability of the Supplier** : The liability of the Supplier is strictly limited to respect of the specifications of the Customer, as stated in the technical specifications accepted by the Supplier. The Supplier will have to accept the works requested by the Customer, in respect of the best practices of its profession.

The liability of the Supplier is excluded for defects in the materials provided by the Customer, for defects resulting from a design created by the Customer, for defects that result totally or partially from normal use of the part, from deterioration or accidents that can be attributed to the Customer or to a third party, in case of abnormal or atypical utilization or utilization that does not conform to the destination of the product, to best practices or to suggestions or recommendations from the Supplier.

The exclusion also applies in case of the loss of traceability by the Client.

**11-2- Limits of the liability of the Supplier** : The liability of the Supplier shall be limited to the direct material losses caused to the Customer that result from mistakes attributable to the Supplier within the fulfillment of the contract. The Supplier is not liable for losses resulting from the use by the Customer of technical documents, information or data coming from or imposed by the Customer. Under no circumstances will the Supplier be held responsible for indemnifying immaterial or indirect losses.

The civil liability of the Supplier is limited to the amount of the supply received and effectively paid for as of the day on which the services are delivered.

The Customer guarantees the renunciation of recourse by its insurers or by third parties with which it has a contractual relationship, against the Supplier or its insurers beyond the limits and exclusions mentioned above.

**12- Amicable settlement of disputes** : The parties agree to attempt to settle their differences in an amicable manner before referring the matter to a competent jurisdiction.

**13- Assignment of jurisdiction** : In the absence of an amicable resolution, it is expressly agreed that all disputes relative to the contract will come under the exclusive jurisdiction of the court where the Supplier resides, even in the case of multiple defendants.



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