

## TERMS AND CONDITIONS

These conditions govern the relationship between MAFELEC, hereinafter referred to as the "Seller" and any Client hereinafter referred to as the "Buyer".

### I- GENERAL:

1) These terms and conditions apply automatically to any order made by the Buyer and imply the Buyer shall waive their own conditions of purchase as well as any specific clause that has not been agreed in writing. They constitute the sole basis for the commercial relationship between the parties in accordance with article L. 441-6 of the Commercial Code.

In accordance with the regulations in effect, these terms and conditions of sale are systematically disclosed to any Buyer who requests them, in order to allow them to order from the Seller.

The Seller reserves the right to modify their terms and conditions at any time.

2) The sale contract, even in the case of prior quotes or offers, is only effective subject to the express acceptance of the order by the Seller, evidenced by a receipt. Any modification of this contract must be expressly accepted, in writing, by the Seller.

3) Any pending additional supplies or modifications will be subject to a new sales contract independent of the initial order.

4) Any order accepted formally and irrevocably commits the Buyer. Cancellation of the order requires the written agreement of the Seller and leads to the advance payment of compensation for a minimum amount corresponding to the pre-payments due, or in the absence of pre-payments, at 15% of the pre-tax price of the order, and this as part of the damages and interest in compensation for the injury suffered.

5) The Seller is not bound by commitments made by its employees or representatives without these having been confirmed by the management.

6) Any product requiring specific modification for the Buyer, a specific study or installation carried out by the Seller, is hereinafter referred to as "Equipment".

### II- PRICES AND CONDITIONS OF THE OFFER:

1) Prices are shown ex-works exclusive of taxes, management fees and packaging. They do not include transportation, nor any customs fees or insurance, which remain the responsibility of the Buyer.

2) Excluding special offers made by the Seller, the applicable prices are those listed in the Seller's rates in effect at the time the order is placed.

3) Prices and conditions of an offer made by the Seller relate exclusively to the products and equipment specified in this offer and unless specifically stated, they remain valid for one (1) month.

4) The Seller reserves the right to alter the product in terms of layout, form, colour, size or material with respect to the representations, descriptions and specifications shown in catalogues and brochures, and this, even after acceptance of the Order, without any possibility for compensation claims by the Buyer.

5) Regarding the Equipment, as defined in section I-6, offers are based on the specifications provided by the Buyer which must contain all the data necessary in order to determine the specifications of the Equipment.

6) In cases where the sale of the Equipment does not complete, any studies and documents submitted in support of the offer shall be returned to the Seller within a maximum period of 15 days from the date of expiry of the offer. In the event that the offer has represented a specific investment related to the degree of sophistication, the Seller reserves the right to involve the Buyer in any related costs.

7) Any request made by the Buyer for a packaging type other than that normally used by the Seller will be subject to an increased price. Packaging is never, in any case, collected by the Seller.

8) Taking account of the management costs borne by the Seller, all sales will be invoiced at a minimum amount of €200 excl. tax.

### III- DELIVERY - TRANSPORT - TIMES:

1) The delivery is reported as completed in the factories or stores of the Seller. Risks relating to the goods sold become the responsibility of the Buyer from the moment the equipment's notice of availability is issued or upon shipment if the equipment is to be shipped without notice.

2) If the Buyer does not take possession of the goods on the expected delivery date, the sale may be terminated automatically by the Seller, without notice and without prejudice to any damages and interest. If the Seller does not exercise this right, the Buyer shall bear the costs of all product handling and storage until they have taken possession of them.

3) The products are sold ex-works. As such, if the Buyer entrusts the Seller with the organisation of transportation, insurance and customs clearance, these operations are carried out on behalf of the Buyer at their expense and risk.

4) It is the Buyer's responsibility to check that the contents of the delivery are correct on their receipt. Any errors made with the delivery (quantity, weight, reference), in order to be taken into account, must be reported on the delivery slip, returned to the Seller within five (5) working days of receipt by the recipient. Failing this, the products delivered by the Seller shall be deemed as correct and in compliance with the order's quantity, weight and reference.

The Buyer acknowledges that it is the transporter's responsibility to carry out the delivery, the Seller being deemed to have fulfilled their obligation to deliver when they handed over the products ordered to the transporter, who accepted them without reservation. The Buyer therefore has no warranty claims against the Seller in the event of non-delivery of the products ordered, nor for any damage that occurred during transport or unloading.

- 5) Delivery times on the order are provided for information purposes only, non-compliance with the latter shall not justify the cancellation of the order, nor lead to any indemnity.
- 6) Delivery times start from the latest of the following dates: the date of acceptance of the order by the Seller (with delivery receipt), the date or dates on which the Seller received the information and/or specifications deemed necessary by the Seller, the date on which the deposit agreed to by the Buyer was paid.
- 7) When a firm delivery date has been accepted, the penalty applied for delays will be limited to 0.5% of the ex-works price (excl. tax) for any products involved, calculated per full week after the application of a grace period of 2 full weeks, and this without exceeding a maximum of 3% of the pre-tax price of the products involved. In addition, this penalty shall in no case exceed the injury provably suffered by the Buyer.
- 8) The Seller is automatically cleared of any commitment concerning possible delays due to force majeure or events beyond the control of the Seller or any of its suppliers (fires, strikes, accidents etc.) or due to events attributable to the Buyer. These delays can in no way justify the cancellation of the order.

#### **IV- TECHNICAL ASSISTANCE FOR "EQUIPMENT"**

- 1) Unless otherwise agreed, the prices indicated in the offer include neither the installation, equipment start-up, any spare parts, nor any standard or special tools.
- 2) Tests are performed in the Seller's factories. If the Buyer request tests other than those planned by the Seller or tests of the equipment at the installation site, these will be carried out at the expense of the Buyer.
- 3) Any losses and waste that occurs at the Buyer's premises throughout the duration of the equipment's set up will also be borne by them.
- 4) During any servicing operations by the Seller's technicians at the Equipment's installation site, costs for the provision of power, handling equipment, raw and other materials required as part of the Seller's services, will be borne by the Buyer.
- 5) Modifications to the Equipment which may be required for its operation will be borne by the Seller if the operating conditions and data specified in the order accepted by the Seller have not been met. If they arise, however, through a failure or an error in the information provided by the Buyer, through a change in the location of the equipment or of its environment, the cost of the modifications, as well as the time spent on the basis of the service provider's hourly rate, will be billed to the Buyer.
- 6) Similarly, on the site, if the work carried out by the Seller's technicians is delayed for reasons beyond their control, the waiting time will be billed to the Buyer for the time spent in the above conditions. The same will apply for any unjustified travel expenses.

#### **V- PAYMENT TERMS:**

- 1) Products and services are payable at 30 days from the end of the billing date month, unless specific written agreement is given to the Buyer and provided that the Seller obtains sufficient credit cover from its insurer. This period, which will be calculated by adding 30 days to the invoice issue date, then taking the end of the resulting month, will be noted on the invoice sent to the Buyer.
- 2) In the case of insufficient credit cover at the time of placing the order or sale completion, payments must be made in advance on presentation of a *proforma* invoice, unless a specific written agreement is given by the Seller.
- 3) As part of a staged approach to contract performance, particularly in the case of such Equipment as defined in I-6, unless otherwise agreed, the instalments will fall due at the time of the order and at the start of production. Advance payments will be made on receipt of the deposit invoice issued by the Seller.
- 4) In no case may payments be suspended nor be subject to compensation by the Buyer without the prior written consent of the Seller. In particular, any claim must first be subject to a written agreement between the Buyer and the Seller before producing any effect.
- 5) Discount: No discount will be granted by the Seller for payment before the invoice date or within less time than that set out in these Terms and Conditions.
- 6) Rebates, Reductions, Drawbacks: The Buyer may make use of the discounts and rebates that appear in the Supplier tariffs, based on the quantities purchased or delivered by the Supplier in one lot and at only one place, or on the regularity of their orders.

#### **VI- LATE PAYMENTS:**

- 1) In the case of delayed payment and settlement of the sums due by the Buyer, beyond the limits set out above, and after the payment date on the invoice sent to them, late penalties, calculated on an annual interest rate equal to 4 times the legal interest rate in effect, with a minimum of 0.5% per month of the total price amount, tax included, shown on the invoice, will be automatically and legally paid to the Seller, without any prior notice or formality. A lump sum compensation for recovery costs of €40 will also be applied in accordance with Article L. 441-6 I al. 12 of the Commercial Code. The Seller reserves the right to request from the Buyer additional compensation if the recovery costs actually incurred exceed this amount, on presentation of receipts in accordance with the aforementioned Article.

The Seller reserves the right to offset these penalties and indemnities by any sums otherwise due.

- 2) In the case of the Buyer missing a payment deadline, the Seller may suspend any manufacturing and delivery, without prejudice to any other of performance method.
- 3) In the case of failure to pay, the sale may be cancelled automatically by the Seller who may request in the interim a return of the goods, payment of amounts due, payment of previous orders delivered or with delivery in progress, the setting of any damages and interest covering in particular the manufacturing costs undertaken.

4) The above provisions shall apply without prejudice to any other damages that the Seller may claim.

#### **VII- OWNERSHIP RESERVE:**

1) THE SELLER RETAINS THE OWNERSHIP OF PRODUCTS (INCLUDING THE "EQUIPMENT") UNTIL FULL PAYMENT OF THE PRICE IN PRINCIPAL AND ACCESSORIES, ALLOWING THEM TO TAKE REPOSSESSION OF THE PRODUCTS DELIVERED UNDER LAW NO. 80-335 OF 12 MAY 1980.

2) IN THE CASE OF NON-PAYMENT OF THE PRODUCT PRICE DUE OR IN THE CASE OF THE BUYER'S COLLECTIVE LEGAL PROCEEDINGS, THE SELLER MAY DEMAND AT ANY TIME THE RETURN OF THE PRODUCTS DELIVERED, AT THE EXPENSE OF THE BUYER.

3) IN THE CASE OF PROCESSING OR OF INCORPORATION OF THE PRODUCTS, THE PROCESSED PRODUCTS OR GOODS INTO WHICH THEY HAVE BEEN INCORPORATED BECOME THE SELLER'S PLEDGE UNTIL FULL PAYMENT OF THE PRICE IS MADE.

4) THE BUYER AGREES TO MAKE AWARE OF THE EXISTENCE OF OWNERSHIP RESERVE ANY THIRD PARTIES TO WHICH THEY RESELL THE PRODUCTS, EITHER AS IS OR INCORPORATED IN A SET.

5) IN THE CASE OF PRODUCT RESTITUTION AS PART OF THE OWNERSHIP RESERVE, DEPOSIT PAYMENTS RECEIVED BY THE SELLER REMAIN WITH THEM AS FIXED PAYMENTS FOR DAMAGES AND INTEREST.

6) FROM THE DELIVERY DATE, THE BUYER TAKES RESPONSIBILITY FOR THE RISK OF LOSS, THEFT OR DAMAGE OF ANY OF THE PRODUCTS, AS WELL AS LIABILITY FOR ANY DAMAGES THEY MAY CAUSE. THE BUYER AGREES TO THEREFORE INSURE, AT THEIR COST, THE PRODUCTS ORDERED FOR THE BENEFIT OF THE SELLER, BY AN AD HOC INSURANCE POLICY, UNTIL FULL OWNERSHIP TRANSFER AND TO PROVIDE PROOF OF THE LATTER ON DELIVERY. FAILING THIS THE SELLER IS WITHIN THEIR RIGHTS TO DELAY THE DELIVERY UNTIL THE PRESENTATION OF SUCH PROOF.

AS SUCH IF THE PRODUCTS ARE LOST, STOLEN OR DAMAGED, THE RESULTING INDEMNITY INSURANCE WILL BE TO THE SELLER'S BENEFIT

#### **VIII- RETURNS AND WARRANTY:**

1) Returns:

All product returns must be previously agreed in writing by the Seller. The numbers of the relevant invoices must be submitted to the Seller. After approval by the Seller, the return of parts must be carried out as soon as possible and at the latest within one month, indicating the RMA number. The equipment is returned prepaid at the risk of the sender.

2) Guarantee:

a) In the absence of a specific guarantee agreement, the Seller agrees to remedy any malfunction of the products due to materials or design and manufacturing processes used, and this for a period of twelve (12) months from the date of delivery within the meaning of section III-1.

b) The repair, modification or replacement of parts during the guarantee period shall not have the effect of extending the product guarantee period.

c) The guarantee does not apply:

- In case of a breach resulting from the transporter's performance of duties or of handling, improper storage, failure to follow installation or connection instructions, operation or maintenance not in line with the Seller's instructions or failing such requirements, for usage other than in accordance with the rules of the use.

- In case of modifications or additions made to the products by the Buyer without the express consent of the Seller.

- To consumables.

- To electrical components beyond the scope of the guarantee provided by the supplier of the component.

- To Replacements or repairs resulting from normal wear or which may be necessary as a result of damage or injury arising from negligence, lack of monitoring, of maintenance, or any incorrect use of the equipment.

d) On the other hand, the Seller makes no guarantee regarding the ability of the products to meet the objectives that the Buyer has set themselves as these objectives were not expressly accepted by the Seller.

e) In the context of this guarantee, the Seller will remedy, at its expense, as soon as possible and by such means as it deems appropriate, operational malfunctions. The replaced parts become the property of the Seller once more.

f) Repairs or replacements are made in the Seller's workshops.

The costs for the on-site search for the defective part, as well as its transport to the establishment or factory of the Seller indicated by the Seller, shall remain the responsibility of the Buyer.

g) If, given the nature of the products, the repairs must take place on site, the Seller shall bear the costs of labour relating to the repairs, excluding the travel and living expenses of its staff and any expenses related to the disassembly and reassembly of any component other than the defective products.

h) In the case of Equipment as defined in I-6:

Devices or appliances from a third party included in the Equipment by Seller fall under the terms of the guarantee defined by the third party.

The guarantee does not apply to the Equipment when the malfunction arises from materials, components or designs provided or required by the Buyer.

3) Obligation of the buyer:

In order to enjoy full use of this guarantee, the Buyer shall, on pain of forfeiture of any action relating thereto, notify the Seller in writing of the malfunctions they attribute to the products as soon as they arise and at the latest within fifteen (15) working days of the discovery of their existence, and provide all supporting materials as to the reality of these malfunctions.

They must give the Seller every opportunity to record these faults and then rectify them. They must also abstain, except where the express consent of the Seller is given, from performing or having performed by a third party any repairs.

If it turns out after analysis by the Seller that the malfunctions observed are not attributable to them then the Seller will charge the Buyer a €300 fee to cover the cost of processing the application.

4) Legal guarantee:

The Seller does not provide a guarantee for hidden defects as provided in Article 1643 of the Civil Code.

**IX- INTELLECTUAL PROPERTY AND CONFIDENTIALITY:**

1) The Seller is under no obligation to provide their implementation plans even if the products are delivered with an installation plan.

2) Plans and documents that may be delivered to the Buyer remain the property of the Seller and are confidential. The Buyer shall not knowingly or otherwise communicate these to third parties and will only use them for the sole purpose of the operation and for the maintenance of the products.

3) The studies, designs, technology and expertise, patented or not, incorporated into the products, as well as all the industrial and intellectual property rights relating to the products and equipment remain the exclusive property of the Seller. The Buyer is only granted, on a non-exclusive, non-transferable basis, a right of usage and maintenance for the products. Notably excluded is any right to make or have made any replacement parts.

**X- LIABILITY:**

1) The Seller's liability is strictly limited to the obligations set out by the order and by these terms and conditions. In any case they can not be held liable for any indirect or consequential damages, including loss of earnings, loss of profit or of production. The Buyer agrees that in no event shall the Seller's liability exceed a maximum amount equal to the amount billed to the Buyer as part of the order in question.

2) In the case of the Buyer exporting the Products and Equipment, the Buyer agrees to do so in accordance with national and international regulations and to obtain the prior licenses and permissions required. The Seller disclaims all liability and obligation that may result from the non-compliance of exports carried out by the Buyer, and the Buyer agrees to guarantee and indemnify the Seller of any damages, costs, liabilities that the latter may bear in this case.

**XI- APPLICABLE LAW - LANGUAGE - DISPUTES:**

By express agreement between the parties, these general terms and conditions of sale and purchase, and any resulting sale transactions, are governed by French law. They are written in the French language. In the case of translation into one or more languages, only the French text shall prevail in cases of dispute.

IN THE CASE OF DISPUTES RELATING TO COMPANY SALES, TO THEIR CONSEQUENCES AND TO ANY DISPUTE RELATING THERETO, AND FOR WHICH MUTUAL AGREEMENT COULD NOT BE FOUND, ONLY THE COMMERCIAL COURT OF THE REGISTERED OFFICE OF THE SELLER WILL BE COMPETENT TO JUDGE, AND THIS EVEN IN CASES OF LEGAL ACTION IN SUMMARY PROCEEDINGS, GUARANTEE CLAIMS OR MULTIPLE DEFENDANTS.