



**SAS LOIRE INDUSTRIE - ZI Le Clos Marquet
42406 Saint Chamond FRANCE**

Secondary establishment:

**ZAC de l'Agavon
5 Avenue Guy de Maupassant
13170 LES PENNES MIRABEAU FRANCE**

GENERAL CONDITIONS OF SALE

1) Save as otherwise expressly stated in our offer documents and acknowledgement of order, the following provisions exclusively form the sole conditions of the order and the sale and, consequently, prevail over any provisions to the contrary which may exist in the buyer's sales documents or general conditions of purchase.

Any order implies acceptance by the buyer of these general conditions of sale, which buyer declares having read prior to said order.

2) Offers made by employees or representatives of company LOIRE INDUSTRIE only commit the company if they have been confirmed in writing by the LOIRE INDUSTRIE sales department or management. Offers are only valid up until expiry of the acceptance deadline which, unless stated to the contrary, is eight days. No order may be cancelled or changed for any reason whatsoever without a written agreement between the buyer and company LOIRE INDUSTRIE to this effect.

The order becomes effective from the date of the acknowledgement of the order signed by company LOIRE INDUSTRIE.

3) The LOIRE INDUSTRIE prices are calculated based on the quantities shown and payment deadlines agreed in the order date. The sale price is specified in the order form or the acknowledgment of order.

Any alteration of any one of these bases for calculation requires the prior agreement of the LOIRE INDUSTRIE sales department or management; in the contrary case, LOIRE INDUSTRIE reserves the right to review all or part of these conditions, notably the price and delivery deadline.

The prices and information shown in the LOIRE INDUSTRIE catalogue rates are supplied for information only.

Only acceptance of the order accompanied by its specifications shall be considered to definitively commit LOIRE INDUSTRIE.

If offers are quoted in a currency other than EUROS, the definitive price is quoted at the exchange rate on the delivery date.

Unless explicitly stated to the contrary, our prices do not include the provision of any materials or accessories required for the implementation of the products.

Any alteration to any basic element used to calculate the price and for which LOIRE INDUSTRIE does not control: transport rates, customs' duties, tax regime, legal costs, etc...automatically has, at the time of delivery, an impact on the prices fixed, which the buyer expressly accepts.

4) Unless otherwise expressly stated to the contrary, accepted by company LOIRE INDUSTRIE, the delivery deadlines are shown for information and without commitment.

These deadlines take effect from the date of despatch of the acknowledgement of the order and are retained in so far as production and supply makes possible.

In principle, delivery delays may not, whatever their duration, be cause for any retention, nor compensation, unless the order contains an explicit penal clause and that this same clause has been repeated in the acknowledgement of receipt issued by company LOIRE INDUSTRIE.

In any case, no compensation or responsibility may be apportioned to LOIRE INDUSTRIE for non-compliance with the deadline in cases of:

- Force majeure or a serious incident such as a lock-out, total or partial company strike or of one of its suppliers, sub-contractors or service providers, epidemic requisition, war;
- Delay or absence of provision of information by the buyer;
- Non-compliance by the buyer with the conditions of payment;
- And more generally, if delivery is delayed for events over which company LOIRE INDUSTRIE has no control.

5) The risks pass from LOIRE INDUSTRIE to the buyer from the time the goods are despatched from the seller's warehouses, save as otherwise stated in the Incoterms used.

As a result transport is carried out under the exclusive responsibility of the buyer; the wording "*franco de port*" being only a concession on prices.

The buyer must therefore take out whatever insurance is required to cover these risks.

6) Receipt is considered to have taken place when the goods have been made available in the buyer's factory. The buyer being a professional must check the goods to the best of its ability at the time of receipt. Unless the buyer forwards to company LOIRE INDUSTRIE any comments within 8 days following delivery of the product, the product will be considered to be compliant with the order placed with company LOIRE INDUSTRIE.

7) Similarly, at the time the goods are being unloaded the buyer must make an inventory and carry out a check and, if necessary, notify the carrier by recorded delivery letter with request for advice of delivery within 48 hours, of any damage or missing item for which the carrier is sole responsible, even in the case of <<*franco*>> despatch.

8) OWNERSHIP OF THE GOODS SOLD WILL ONLY BE TRANSFERRED TO THE BUYER ONCE FULL PAYMENT HAS BEEN MADE OF THE PRINCIPAL, INTEREST AND INCIDENTAL CHARGES.

However, in accordance with article 5 of these general conditions of sale the charge for risks of deterioration, loss or theft of goods will transfer to the buyer as soon as the goods are made available, i.e. as soon as they are despatched from the seller's warehouses.

IN THE EVENT OF JUDICIAL SETTLEMENT OR WINDING-UP BY COURT DECISION OF THE BUYER, THE SELLER WILL BE ENTITLED TO CLAIM OWNERSHIP OF THE GOODS SOLD IN ACCORDANCE WITH THE PROVISIONS OF THE NEW COMMERCIAL CODE WITHIN THREE MONTHS FROM THE DATE SUCH JUDGEMENT IS GIVEN, THE BUYER UNDERTAKES TO INFORM ITS SELLER OF THIS POSSIBLE SITUATION.

The buyer undertakes not to re-sell, transform or incorporate the goods sold for as long as it has not made payment in full. Similarly, the buyer undertakes to take all precautions necessary to conserve any marking, identification and in general any precautionary measure designed to maintain the condition of the goods until payment in full.

If full payment is not made, the object sold must be returned to LOIRE INDUSTRIE in its original state, at the buyer's cost, upon simple request, by recorded delivery letter with request for advice of delivery and the buyer may not pledge as security, nor transfer ownership thereof as a guarantee.

9) LOIRE INDUSTRIE invoices are now payable according to the French Law of Economy Modernization 2008.776 al.9 dated 04/08/2008. Any delay in dispatch caused by the buyer may give rise to an invoice for any costs for storage or other costs. If payment is made via a bill of exchange, whether accepted or not, in the event of the non-payment of a single payment, the benefit of the term shall be forfeited and the totality of the bills due or future bills shall be immediately payable, in addition to any costs and incidental charges. In any case, any default shall

systematically result in the payments of compensation equal to 15% of the amount owed, in addition to the payment of interest for late payment calculated automatically from the due date, of one and half times the legal rate, plus three points. Similarly, in the event of any non-payment or late payment, company LOIRE INDUSTRIE reserves the right to suspend or cancel current orders, without prejudice to any other remedy. Any contract may be considered by LOIRE INDUSTRIE as cancelled automatically after formal notification requesting full payment of the price, which has not been acted upon.

10) The products sold by company LOIRE INDUSTRIE are guaranteed against any manufacturing defect caused by a material, manufacturing, or design defect within the limits as defined in this article.

The guarantee of the goods sold by LOIRE INDUSTRIE with regard to any defect whatsoever is limited to repair of any parts acknowledged as being defective, to the exclusion of any other loss, after agreement and an agreed statement of the after-sales service of company LOIRE INDUSTRIE and provided that company LOIRE INDUSTRIE was notified of the defect in writing within one month from the moment when the buyer became aware of or should have become aware thereof. Any manufacturing defect must be discovered within one year from the delivery for any use of the good defined in the order, in accordance with the manufacturer's specifications. Under no circumstances shall the guarantee apply even in part to any one of the following cause:

- Normal wear and tear of the goods supplied;
- Deterioration or accidents resulting from negligence, defective maintenance or surveillance, defective storage precautions;
- Abnormal use, notable of mechanical, chemical or thermal origin resulting from use which is non-compliant with the characteristics of the equipment;
- Attempted repairs by the buyer or third-party company not previously expressly approved by LOIRE INDUSTRIE;
- Contract work and repairs of used equipment.

11) IN THE EVENT OF A DISPUTE AND LEGAL REMEDY, ONLY THE COURTS OF SAINT-ETIENNE SHALL BE COMPETENT, EVEN IN THE EVENT OF INCIDENTAL CLAIM FOR THE ACTIVATION OF GUARANTEES OR MORE THAN ONE DEFENDANT AND THIS DESPITE STIPULATIONS CONTRARY TO THOSE ABOVE WHICH MAY BE INTRODUCED IN THE BUYERS' LETTERS OR PURCHASE ORDERS WHICH, CONSEQUENTLY, SHALL BE CONSIDERED TO BE NULL AND VOID.

12) The parties expressly agree that the sole law applicable to these presents in French law.