

These general conditions of sale are systematically sent or delivered to each Buyer at the time of each order. Therefore, by placing an order the Buyer agrees to be entirely and unreservedly bound by these general conditions of sale. No special condition may prevail over the general conditions of sale, except with the express written approval of the Company. Therefore, no conflicting condition proposed by the Buyer shall be binding on the Company, notwithstanding the time or manner such condition may have been brought to its attention, except where expressly agreed. The fact that the Company may decide not to invoke any of these conditions of sale at any particular time shall not be construed as a renunciation of the right to invoke subsequently any of the said conditions. Although these conditions are in French and English, only the French text shall be legally valid.

**I.** Orders and contracts shall only become valid and final on written acceptance by the Company and may be satisfied with a quantity allowance of plus or minus 10%. All delivery dates given are estimated. No delivery delay shall give rise to any claim for damages or the application of penalties, unless expressly stipulated to such effect in the orders and duly accepted in our acknowledgement of receipt. If the delivery or deliveries are late for reasons beyond our control, they will be deemed to have been made on the agreed date. War, strikes within or external to the Company, epidemics, natural catastrophes, transport stoppages, shortage of raw materials, manufacturing accidents or any other event bringing about a partial or total inactivity of our factories are equally cases of force majeure which permit either temporary or definitive suspension of, or delay in performance of, the orders or tenders, without any liability on the part of the Company.

**II.** Our products are sold, delivered and inspected in our factories even if prices include all or part of the transportation: upon leaving our factory, transportation is always at the cost, risk and peril of the recipient, who shall check the products on arrival and inform the carriers or the Post Office in writing of any damage or losses which may have occurred during transport.

**III.** Our liability is strictly limited to the replacement of any products which are acknowledged to be defective after joint inspection by both parties recorded in writing, following the return of such parts to our factories. The Seller shall have no liability if the defects in materials or design are attributable to the Buyer; if the operating problem results from unauthorized repairs or other work; if the defective operation arises from normal wear and tear or from negligence or fault in maintenance on the part of the Buyer; if the defective operation results from force majeure. The Company gives no warranty, express or implied, regarding, without limitation, recommendations for use of the products, fitness of the products for any particular use, no breach of patents held by third parties, or merchantability of the products.

**IV.** In no event shall the Company be liable for direct, indirect, consequential or special damages, including, without limitation, loss of profits, whether in contract or in tort.

**V.** Our price estimates are based on economic conditions prevailing at the time of their issue and are subject to modification in accordance with such conditions prevailing at the moment the products are produced.

**VI.** Except as otherwise expressly agreed in writing, tools and assembled goods produced by ourselves and which include a financial participation of the Buyer remain our exclusive property. Cancellation of an order or tender by the Buyer shall entitle the Company to require a cancellation indemnity covering costs such as fees for study, scheduling, tools and supplies, as well as costs incurred in partial execution of the order or tender. Under no circumstances shall the Company be obligated to deliver partially-finished products, nor any assembled products, drawings or any other material resulting from our performance. Any modification of an order is subject to the written approval of the Company.

**VII.** Our invoices shall be paid in Annecy: bills of exchange, money orders or payment acceptances do not operate as a novation. The price of any order accepted by the Company shall be paid in whole by the Buyer within 30 days of delivery. Any exemption must be expressly and formally approved by us. Any delay in payment with respect to the date calculated in accordance with this paragraph VII or payment after the date appearing on the Company's invoice shall automatically incur late penalties from the stipulated payment date, due and owing on a daily basis, and calculated by applying to the total of all sums due a rate of interest equal to 3 times the legal interest rate applicable in France. Furthermore, if the Buyer does not pay the whole of the amount due at the stipulated payment date, it shall reimburse the Company all costs incurred by the latter in protecting its rights, including attorneys' fees and expenses in connection with any litigation and prelitigation activity.

**VIII.** All calculations, studies, drawings, plans or models and documents of any kind produced by the Company for the client's information shall remain the property of the Company and shall not be copied and shall be returned on demand. They must not, either in whole or in part, be copied, transmitted to, or used by, any person without the prior written approval of the Company.

**IX.** Confidentiality: In the event the Buyer receives confidential information as defined below, for a period of five years from the last sale of any product of the Company to the Buyer, the Buyer shall:

**a)** respect and ensure that its employees respect the confidentiality of all confidential information defined as such below;

**b)** only use such confidential information for its own use of the products;  
**c)** not divulge such confidential information except with the prior written approval of the Company;

**d)** take all measures necessary to prevent such confidential information being divulged and to comply with all specific requests of the Buyer in this regard. For the purposes of these conditions, the term "confidential information" shall include all information (whether provided verbally, in writing, by electronic means or by any other means) supplied confidentially by the Company, with the exception of information which may have come into the public domain through no fault of the Buyer.

**X.** Trade secrets know-how - trademarks-patents drawings and models. The Company stipulates that its products incorporate trade secrets, patents, drawings and models and know-how and that these are the property of the Company and/or the persons having granted it rights and the Buyer undertakes not to contest these rights. The Buyer acknowledges that the Company and/or the persons having granted it rights remain the owner of the trademarks and trade names appearing in its commercial documentation (including correspondence, rates and brochures), patents and drawings and models, appearing on its products. Any future resale by the Buyer of the products bearing these trade names, trademarks and/or patents, drawings and models shall not confer on purchasers from the Buyer any right in respect thereof. In particular, the Buyer shall not use such trade names, trademarks, patents, drawings and models or others similar thereto for any other products produced or sold by it nor shall it incorporate such trade names and trademarks into its corporate or trade name or register them (including patents, drawings and models) under its name or the name of any third party. The Buyer shall immediately notify the Company, as soon as it shall become aware, of any use by any third party of these secrets, know-how, trademarks or names, patents, drawings and models and any other misuse thereof as well as any act of unfair competition.

**XI.** Title: All materials, spare parts and accessories are sold without title thereto passing immediately, that is to say, they remain the property of the Company until complete and effective payment of the whole price, including principal and accessory. They shall not be seized and shall under no circumstances be pledged to the personal creditors of any third party purchaser in the event of court-controlled restructuring or liquidation, insolvency or bankruptcy. Any such third party purchaser shall return them to the Company at its request, in particular, in the event of the failure to deliver a bill of exchange within the time provided therefor or where any payment is not made on time or in the occurrence of an event of such a kind as to raise doubts as its actual or supposed solvency. Any such third party purchaser undertakes to allow at all times the identification and return of the material sold, it being agreed that material in stock is deemed to be the material for which payment has not been made. Any material returned shall be deemed to be the last invoiced and shall be taken back at a price equal to the unpaid invoices. When it includes an identification plaque or any other distinctive trademark, the manufacturer's material, even where incorporated into other products, does not thereby cease to be separately identifiable and remains subject to this clause. In the event of sale or transformation, the Buyer undertakes to pay immediately to the Company that part of the price which is due.

**XII.** Transfer of risk: The Buyer shall be liable for the products as soon as they are delivered to the transporter. Consequently, the risk of loss or deterioration of the products are transferred to the Buyer. The Buyer undertakes to take out with an insurer of its choice an insurance policy covering risk of loss, theft or destruction of the products the subject of this contract.

**XIII.** Termination: In the event that any of the circumstances or any of the cases of default described below occurs, the Company may in its entire discretion, and without prejudice to any other rights provided for in these General Conditions of Sale or resulting from law, terminate at any moment its contractual relationship with the Buyer with immediate effect:

**a)** the Buyer suspends payment of its debts, commences or is the subject of a procedure for bankruptcy or of suspension of payments, is subject to legal administration, makes an arrangement with its creditors, or a significant part or the whole of its assets is seized or is subject any other procedure of enforcement or conservatory measure;

**b)** the Buyer is dissolved, liquidated or ceases its activities;

**c)** a significant change in the property or the control of the Buyer occurs without the prior written approval of the Company;

**d)** the Buyer is involved in any action whatsoever likely to have an unfavorable effect on the notoriety, the public image or the value of the customers of the Company or its network;

**e)** the Buyer defaults in the observance or performance of its obligations under these General Conditions of Sale, provided that the Buyer has not remedied any such default within fifteen calendar days following the sending by the Company of written notice of such default and a request for it to be remedied.

**XIV.** Settlement of disputes: All disputes relating to this sale, even in the case where the Company is a third party defendant or where there are multiple defendants, shall, failing amicable settlement, be within the exclusive jurisdiction of the Commercial Court of Annecy.

**XV.** Governing law: The governing law is exclusively French law.