

**CIM and Divisions - General Terms and Conditions of Sale**

**1 PREAMBLE - SCOPE**

These General Terms and Conditions apply to any contract of sale entered into by COMPAGNIE INTERNATIONALE DE MAINTENANCE - CIM or any of its Divisions, hereinafter "the Vendor" and the customer, "the Customer", subject to any amendments which the parties may make thereto via an express agreement recorded in writing and to the exclusion of the all other documents of the Customer and, in particular, its own General Terms and Conditions of Purchase. In the event that any of these conditions are contrary to mandatory provisions or public policy under the governing law, the validity of the other clauses in these conditions shall not be affected thereby.

**2 FORMATION OF THE CONTRACT OF SALE**

- 2.1 The contract shall be formed:
  - When the Vendor has accepted an order, once the Vendor has sent its acceptance in writing, within the time period fixed by the Customer, if such a time period has been fixed;
  - When the Vendor has issued a firm offer in writing, once the Vendor has received the Customer's written acceptance insofar as the terms thereof reflect those of the offer exactly and, if an acceptance period has been fixed, insofar as it takes place before this period expires.
- 2.2 A change in the Vendor's proposals shall only be deemed valid if it has been confirmed in writing by the Vendor. Any business transacted by the Vendor's agents is only valid after confirmation given directly by the Vendor to the Customer.

**3 SCHEDULE**

Drawings and documents to be supplied by the Customer must be delivered to the Vendor in accordance with the schedule defined in the contract or, failing this, at the same time as the contract is formed. Any delay in the delivery of these drawings and documents "passed for production" amounts to an omission by the Customer and extends delivery lead-times.

**4 TRANSFER OF RISKS**

- 4.1 Risk in the goods shall pass to the Customer upon being made available in the warehouse designated by the Vendor pursuant to Incoterm "EXW" (Ex Works) 2010, unless the Vendor and the Customer agree otherwise in writing to apply another Incoterm. Except in the event of another Incoterm being applied which provides otherwise, the goods always travel at the Customer's cost, risk and liability. A delay in the Customer collecting the goods shall under no circumstances affect the time at which risks are transferred.
- 4.2 In the event of shipment by lorry, loading shall take place at the carrier's exclusive liability. Participation by personnel of the designated factory in the loading operations and the use of the factory's equipment for this purpose may only take place under the direction and at the sole liability of the haulage contractor.

**5 PRICE - PAYMENT**

- 5.1 The price of the goods will be that contained in the offer issued by the Vendor or on its acknowledgement of order. This price will be fixed during the whole period of the contract, except if the parties provide for a price revision clause at the time the contract is entered into or if a delay occurs in delivery, attributable to the customer.
- 5.2 Subject to any special clauses, payments will be made 30 days after the date of the invoice.
- 5.3 Under no circumstances shall the Customer refuse or defer payment for a delivery and/or partial delivery on the grounds that another delivery and/or partial delivery was not entirely satisfied. Nor shall the

Customer invoke the non-compliance of a part of any goods that are in an overall delivery to suspend payment of the sum corresponding to the whole delivery.

- 5.4 Any failure to make payment by the due date shall entail the following consequences as of right and without formal notice:
  - penalty charges will apply immediately on the sums due, at a rate equivalent to three times the legal rate of interest;
  - the Customer will be bound to reimburse all costs incurred as a result of non-payment and, in particular, bank costs, protest and stamp costs;
  - the payment of all the other sums owed by the Customer will become due and payable immediately, even if they are the subject of accepted bills;
  - the Vendor will be authorised to cease deliveries relating not only to the order on which payment is late, but also for any other order in course of delivery.

**6 CHANGES DURING THE COURSE OF THE CONTRACT**

If during the performance of the contract it transpires that the order has to be altered either on the basis of new instructions from the Customer, or to be able to take account of the most recent techniques or for any other reason, the Vendor is bound to inform the Customer immediately of the consequences that this will have on the contract, the technical production of the product, the production times and the price. These changes will be the subject of an amendment to this contract, signed by both parties.

**7 RETENTION OF TITLE (OWNERSHIP)**

- 7.1 Without prejudice to the provisions of article 4, the goods shall remain the property of the Vendor until payment in full of the price of the delivered goods in principal, interest, costs and all other incidentals connected to the contract of sale, which the Vendor is entitled to claim. The remittance of cheques, commercial bills or any other payment instrument not entailing actual encashment of the price shall not be treated as payment within the meaning of this article. The failure to pay any of the sums owed by the due date could lead to the Vendor claiming back the goods.
- 7.2 The Customer must see to it that goods are preserved and insured against loss and damage and, in the event of total or partial destruction, even accidental, due to an event of force majeure or an act of a third party, it must reinstate or replace the same, pursuant to article 1137 of the Civil Code. The Customer undertakes not to assign them or grant any security whatsoever over them to a third party so long as the goods remain the Vendor's property, without the latter's prior written agreement. The goods must be sold in the chronological order in which they are delivered by the Vendor. Accordingly, goods in stock with the Customer will be deemed to be goods invoiced by the Vendor but not yet paid for. The goods belonging to the Vendor shall be returned at the Customer's cost, risk and liability.
- 7.3 In the event of re-sale, the Vendor also retains the possibility of claiming the price of the goods from the sub-purchaser. Title is retained over the goods even on the re-sale price.

**8 DELIVERY**

- 8.1 Unless otherwise agreed, the Vendor shall be entitled to make partial deliveries of the quantity of goods ordered, to take into account manufacturing constraints. In this case, payment must be made for the whole of the invoice.
- 8.2 Unless otherwise agreed, delivery times are given as an indication only and any delay shall not give rise to cancellation of the order or to any compensation

whatsoever. Assessment of what constitutes the delivery time of the goods is made on the date they are made available by the Vendor at the agreed place of delivery, it being specified that as Incoterm EXW (Ex Works) 2010 applies (unless otherwise agreed by the parties in writing), this means the Vendor's own warehouses.

- 8.3 In the event of a delay in the delivery of the goods being foreseeable, the Vendor will attempt to forewarn the Customer as far as possible and inform it of the date planned for the delivery. The occurrence of an unforeseeable incident or an event of force majeure defined below exempts the Vendor totally from its obligation to deliver during the duration of this event.
- 8.4 If the Customer does not take delivery of the goods at the time they are made available by the Vendor, the Customer is nevertheless bound to respect the planned payment schedule related to the delivery. The Vendor is responsible for storage of the goods at the Customer's cost, risk and liability. Upon the Customer's request accepted by the Vendor, the goods may be insured by the Vendor at the Customer's cost.

**9 INSPECTING THE GOODS - CLAIM FOR APPARENT DEFECTS**

- 9.1 Verifying quality and quantity  
The Customer may inspect the goods in the Vendor's designated warehouse at its cost and charges, within a maximum of eight (8) days from giving the Vendor notice thereof. Inspections must be carried out during the Vendor's normal business hours and must not cause any serious disruption in the factory having produced the goods.
- 9.2 Claims  
Within eight (8) days of the delivery date or of the quality and quantity inspection in the factory designated by the Vendor, if the latter participates, it falls to the Customer to make claims in writing pertaining to apparent defects, missing quantities and non-compliances which, in its opinion, affect the goods delivered. Apparent defects, quantities missing and non-compliances will be corrected as quickly as possible by repair or replacement. It is understood that any damage occurring during transportation may only be the subject of a claim against the carrier within the legal time periods. Failure to make a claim within the said time periods will mean the Customer is no longer able to rely on any apparent defect, missing quantity or non-compliance affecting the goods to refuse to make payment. It is the Customer's responsibility to supply all proof as to the reality of the defects or faults ascertained. No other cost may be claimed.
- 9.3 Technical acceptance  
Where under the terms of the contract the goods are subject to acceptance ("technical acceptance"), this will be carried out in the presence of both parties in the factory prior to shipment of the goods; except in the event of an express written agreement to the contrary between the Vendor and the Customer, with the costs of the agents carrying out acceptance and the cost of the inspection certificate being at the Customer's charge. Any tests conducted outside factories designated by the Vendor and excluding the presence of its personnel shall not be binding on it. Save for any express provision to this effect, the inspection shall be carried out in accordance with the requirements of the usual technical specifications governing the supply of goods.

## 10 WARRANTY - EXTENT - EXCLUSION

### 10.1 Contractual warranty

Apart from the legal warranties of public policy in accordance with governing law, the goods are warranted against all defects in material, manufacture, design, during a period of 12 months from their being made available and subject to the exclusions below, unless the Vendor and the Customer agree otherwise in writing.

No other warranty is given.

This warranty will apply only if the Customer produces the original invoice, issued by the Vendor or its authorised dealers, proving the date of its purchase.

### 10.2 Exclusion common to all warranties

10.3 The warranties, including legal warranties, do not apply if the defect arises: (i) from any malfunction of the products, such as damage arising from abnormal impacts, handling errors, incorrect installation or abnormal or inappropriate use of the products or non-compliance with the Vendor's instructions. (ii) from alterations or repairs and, more generally, any procedure carried out by the Customer or the user or any third party, without the Vendor's prior written agreement, (iii) from parts added by the Customer or the user or any third party, without the Vendor's prior written agreement and which were not produced by the Vendor, (iv) from a fault, negligence or failure to maintain the products by the Customer or the user, (v) from normal product wear and tear, (vi) from abnormal exposure of the products, incompatible with their nature.

The warranty does not apply if the defect or fault originates either from materials supplied by the Customer or from a design imposed by it.

The warranty shall not apply if the Customer continues to use the goods after having notified or observed a defect or fault.

The warranty does not apply to apparent defects.

The Customer may only benefit from the warranty if it advises the Vendor by registered letter with acknowledgement of receipt within 48 hours of discovering the defect or fault. It is the Customer's responsibility to supply all proof as to the reality of the defects or faults observed.

### 10.4 Extent

In respect of these warranties, the sole obligation incumbent on the Vendor will be to repair the defective product using new or reconditioned parts, or to replace the defective product with a new product or one manufactured from new or reconditioned parts and offering equivalent functionalities.

No warranty is given by the Vendor as to the suitability of the product to satisfy the Customer's needs.

Warranties are not transferable. Accordingly, no warranty is given on products re-sold or exchanged by the Customer.

Shipment to the Customer of the repaired or replaced product will be at the Customer's risk and cost.

### 10.5 Returns

Defective goods may only be returned after a returns slip has been obtained. A returns slip may be requested over the telephone from the technical support team or on the www.laf-lloyd.com website, "FAQ & Support" pages.

Defective goods will be returned in appropriate packaging, at the Customer's cost and risk, and must bear a returns number on the outer packaging, in a legible and visible manner.

Defective products returned by the Customer and replaced by the Vendor under the warranty shall remain the latter's property.

## 11 LIMITATION OF LIABILITY

11.1 The Vendor is bound by a duty of care insofar as the performance of the contract is concerned. Compensation due to the Customer by the Vendor will be limited to direct damage and loss and will not exceed the amount collected in respect of the product in question. Under no circumstances shall compensation cover any indirect losses.

Herein indirect losses mean in particular all damage for loss of turnover, income or profit, whether foreseeable or not, loss of earnings, loss of business opportunity, loss of brand image and reputation, loss of customers, loss or destruction of data, losses connected with the products not being available or, lastly, any other loss or financial harm whatsoever. The Customer must make every effort to limit the extent of its loss.

## 12 FORCE MAJEURE

12.1 Where they occur after the contract is entered into and prevent performance thereof, the following are treated as causes for exemption: labour disputes and all other circumstances such as fire, mobilization, requisition, embargo, ban on transferring currency, uprising, lack of means of transport, general lack of source of supplies, restrictions on using energy, where these other circumstances are beyond the control of one of the parties, irresistible and insurmountable.

12.2 The party invoking the circumstances referred to above must alert the other party without delay in writing of the time they began and finished.

12.3 The occurrence of any of these causes releases both the Vendor and the Customer from liability during the whole period in which the event of force majeure lasted. Should the effects of the event of force majeure continue beyond six (6) months, the Customer agrees to renegotiate the terms of the sale contracted. If no agreement is reached between the parties, the Vendor may terminate the contract by right with no compensation due to either party.

## 13 DRAWINGS, MODELS, PLANS, DESCRIPTIVE DOCUMENTS AND CALIBRATIONS

13.1 The weights, dimensions, capacities and other data shown in catalogues, brochures, circulars, advertisements, leaflets and price lists are approximate indications only. These data are only obligatory where the contract expressly refers thereto.

13.2 The sale of the products does not carry with it any transfer to the Customer of the intellectual property rights pertaining to the products and in particular: all working documents, data files, reports, plans, drawings, sketches, tools, articles, inventions, improvements, alterations made to products and all other documents, information or rights related to the products remain the Vendor's exclusive property. The Customer undertakes to make no use thereof likely to infringe the Vendor's intellectual property rights.

13.3 In the event of the Customer being sued for infringement of intellectual property rights by a third party on the grounds of using the products, the Vendor warrants to hold the Customer harmless against all orders to pay, losses, costs incurred,

within the limits fixed in the "Limitation of Liability" article below, provided that (i) the Customer informs the Vendor promptly of any application, claim or action brought against it, (ii) the Vendor has control of the proceedings and of all negotiations and that the Customer lends its help and assistance in this regard, (iii) the Customer does not negotiate any settlement or agree to any compensation without the Vendor's prior written agreement, (iv) the Customer does nothing that could reduce or extinguish the Vendor's rights, in particular in respect of its insurance agreement, (v) the Customer takes all measures required to limit the damage and the amount of the repairs incurred and, in this regard, accepts replacement of all or part of the products at issue. This warranty will also be excluded if the infringement of third party rights arises from a modification made to the products by the Customer without the Vendor's prior written agreement or its assistance, from the incorporation into the products of a part or parts not manufactured by the Vendor or from the use of the products not complying with what is expected.

## 14 FINANCIAL GUARANTEES

If, after the contract has been entered into and up to payment of the price in full, it appears that the Customer's credit rating is deteriorating and, in particular, in the following cases: request to extend the project maturity date, request for payment terms out of or in court, attachment of all or part of the Customer's property at the initiative of a creditor, late payment of social security contributions due to public welfare institutions, etc., the Vendor reserves the right, even after partial shipment of the goods, to require such guarantees from the Customer as it judges suitable with a view to the proper performance of the commitments made. The refusal to meet this requirement legally entitles it to cancel all or part of the contract.

## 15 TERMINATION CLAUSE

15.1 In the events of failure by the Customer to comply with its contractual obligations, eight (8) days after formal notice has gone unheeded, the Vendor is entitled to cancel the contract by operation of law by merely sending the Customer notice of its intention by registered letter.

15.2 In the event of non-performance or faulty performance by the Customer of its obligations, the Vendor will be entitled to claim compensation equivalent to 15% of the price with a minimum of one thousand (1,000) euros, without prejudice to all other compensation and damages.

## 16 CONFIDENTIALITY

The Customer must keep confidential all information in particular of a technical, commercial or financial nature, relating to the Vendor and the products it may acquire, including any document, information, financial, commercial or technical data, drawing, design or model, patent, trademark or know-how, regardless of their medium, even disclosed orally. This undertaking will be valid for a period of ten (10) years from the date of the order.

## 17 GOVERNING LAW

These general terms and conditions of sale, and any contracts that derive therefrom, are governed by French law, unless the parties have specified otherwise.

## 18 COMPETENT COURTS

In the event of any dispute, the parties shall submit to the exclusive jurisdiction of the courts of Evry, France..