

GENERAL CONDITIONS FOR SALES

ARTICLE 1 - Scope

These General Conditions for Sales, drawn up in compliance with the provisions of Article L.441-6 of the [French] Commercial Code, shall apply to all sales concluded by Jacottet-Industrie regardless of any clauses that may be indicated on the Purchaser's documents, and more particularly its General Conditions for Purchasing, over which these General Conditions for Sales shall take precedence, in accordance with the provisions of Article L.441-6 of the [French] Commercial Code.

Consequently, the order by a Purchaser implies the unreserved acceptance to the present General Conditions for Sales, except in special conditions granted in writing by Jacottet Industrie, to the Purchaser.

Any other document than the present General Conditions for Sales and in particular catalogs, prospectuses, advertisements, notices, has only informative and indicative value, and not contractual.

In accordance with the regulations in force, these General Conditions for Sales shall be systematically communicated to any purchaser that so requests, so that it may place an order with Jacottet-Industrie.

ARTICLE 2 - Orders

Orders must be confirmed in writing.

They shall not stand until the Purchaser's order has been specifically accepted in writing, in the form of an acknowledgement of receipt of the order, issued by Jacottet-Industrie.

Any changes to the order the Purchaser may request shall only be taken into account, within the limits of the possibilities open to Jacottet-Industrie, if they are notified in writing no later than three days after acceptance of the order by Jacottet-Industrie.

In the event of the Purchaser altering the order, Jacottet-Industrie would cease to be bound by the initial deadlines agreed for its performance.

All order cancellation received between 20 and 16 weeks before the delivery date will be charge at 90% of its value excluding VAT

All order cancellation received less than 16 weeks before the delivery date will be not accepted.

ARTICLE 3 - Prices

The products shall be supplied at the prices indicated on the estimate, in force on the day of placing the order, accepted in advance by the Purchaser.

Prices are given net, excluding all taxes; transport and packing costs are specified on the estimate; the Incoterm is defined at the time of the estimate and indicated again in the acknowledgement of receipt of the order.

Jacottet-Industrie shall draw up an invoice, which shall be given to the Purchaser when the products are delivered.

First Article Inspection if required (new product or manufacture less than 24 months) will be invoiced

ARTICLE 4 - Payment conditions

4.1. Deadline for payment

The price must be paid in full, in a single payment made within 45 days from the end of the month in which the delivery takes place, according to the conditions set out on the invoice sent to the Purchaser.

4.2. Penalties for late payment

In the event of delay in payment or the Purchaser's payment of the amounts due after the deadline referred to above, or after the payment date indicated on the invoice sent to the Purchaser, penalties for late payment calculated at the monthly rate of 1.5% of the tax-inclusive purchase price indicated on the invoice would be automatically and ipso jure due to Jacottet-Industrie, without any further formalities or prior order to comply being necessary, and would result in all the sums owed to Jacottet-Industrie by the Purchaser falling due for payment immediately, without prejudice to any other action that Jacottet-Industrie might be entitled to instigate against the Purchaser in this respect.

In the event of failure to observe the payment conditions set out above, Jacottet-Industrie would also reserve the right to suspend or cancel the delivery of orders in hand for the Purchaser and/or to suspend performance of its obligations and/or to reduce or cancel any price reductions allowed to the Purchaser, without Jacottet-Industrie being held liable for any financial effect such suspension or cancellation may have.

In addition, in the event of late payment, the Purchaser will have to pay a lump sum for recovery costs, in the amount of 40 euros, automatically and without prior notification. Jacottet Industrie may ask the Purchaser for additional compensation if the recovery costs actually incurred exceeded this amount, upon presentation of supporting documents.

4.3. Absence of offsetting

Unless specifically agreed in writing in advance by Jacottet-Industrie, on condition that the reciprocal payables and receivables are certain, liquid, and due for payment, no offsetting may be validly applied in respect of any penalties for late delivery on non-compliance of the products with the order and the sums due in respect of the purchase of the products from Jacottet-Industrie.

4.4. Reservation of ownership clause

The transfer of ownership of the Jacottet-Industrie products is suspended until the Purchaser has paid their full price, in principal and ancillary costs, even if a specific deadline is set for payment. Any clause to the contrary is deemed not written, in accordance with Article L.624-16 of the [French] Commercial Code. Any down payment made by the Purchaser would remain in the hands of Jacottet-Industrie as lump-sum compensation and as a penalty payment, without prejudice to any other action the company may be entitled to instigate against the Purchaser as a result.

Jacottet Industrie reserves the right to cancel the sale after formal notice and to claim the delivered products, the return costs being borne by the Purchaser and the payments made being acquired to Jacottet Industrie as a penalty clause.

In the event of turnaround or liquidation ordered by a court, Jacottet-Industrie would be entitled at any time to demand the return of any goods not paid for, or to have any goods still belonging to it collected from the Purchaser's premises, which the latter specifically and in advance authorises Jacottet-Industrie to do in the event of its failure to pay by the due date.

This clause does not prevent the risks of the products from being transferred to the Purchaser as soon as they are shipped.

ARTICLE 5 - Deliveries

The products acquired by the Purchaser shall be delivered by the date confirmed in the acknowledgement of receipt provided for in Article 2 above.

This shall not constitute a compulsory deadline, the delay is given as an indication, and the Purchaser may not invoke the liability of Jacottet-Industrie in the event of a delay in delivery not exceeding 15 days if such delay is the result of a case of force majeure or circumstances beyond the control of Jacottet-Industrie, such as strike action, freezing temperatures, fire, storm, flooding, epidemic, supply difficulties, etc. This list is not exhaustive.

Late delivery cannot give rise to any penalty or compensation, nor motivate the cancellation of the order.

Delivery shall be made to the place of delivery indicated in the order.

The products shall be delivered according to the Incoterm indicated in the estimate and confirmed in the acknowledgement of receipt of the order.

The products may be supplied and handed over at any other place indicated by the Purchaser with the specific written agreement of Jacottet-Industrie, subject to giving three days' notice, with all costs to be paid by the Purchaser.

Similarly, if any specific requests on the part of the Purchaser with regard to the packaging or transport of the products ordered are duly accepted in writing by Jacottet-Industrie, the corresponding cost shall be invoiced separately, on the basis of an estimate accepted in advance by the Purchaser.

The Purchaser shall be required to check the condition of the products when they are delivered. It is up to the Purchaser, in case of damage to the products delivered or missing, to make all the necessary reservations with the carrier. If no reservations are expressed or claims made in respect of obvious defects in the products delivered or their non-compliance with the order, expressed specifically in writing within three days of the date of delivery, according with Article L.441-6 of the [French] Commercial Code, the products delivered by Jacottet-Industrie shall be deemed compliant with the order in both quantity and quality. The Purchaser shall attach all the corresponding justifications to its reservations or claims.

No claim may be validly accepted in the event of the Purchaser's failure to observe these formalities and deadlines.

Jacottet-Industrie shall replace as quickly as possible and at its own expense any products delivered that are duly proven by the Purchaser to be affected by obvious defects or are non-compliant.

The claim made by the Purchaser under the terms and conditions described in this article does not suspend the payment by him of the products concerned.

ARTICLE 6 - Transfer of ownership - Transfer of risks

The ownership of products shall only be transferred from Jacottet-Industrie to the Purchaser once the latter has paid the full price, regardless of the date of delivery of the products.

On the other hand, the risks of loss and deterioration of the products shall be transferred from Jacottet-Industrie as soon as the products leave its premises, as they travel at the Purchaser's risk; in the event of any damage, the Purchaser should register its claims with the haulier in accordance with the statutory conditions and regulations in force.

The Purchaser therefore undertakes to subscribe ad-hoc insurance in favour of Jacottet-Industrie in respect of the products against the risks of accidental or other loss or deterioration up to the time of full transfer of ownership and risks, and to provide proof of having done so as soon as Jacottet-Industrie may so request.

ARTICLE 7 - Liability incumbent on Jacottet-Industrie - Warranty

The products delivered by Jacottet-Industrie, in compliance with the statutory provisions, are guaranteed against concealed defects, defective materials and manufacturing faults affecting the products delivered and rendering them unfit for use up to the date they are used by the purchaser of the finished product; any work carried out by Jacottet-Industrie under this warranty shall not under any circumstances have the effect of extending the warranty period.

The warranty shall not cover the result of misuse, negligence, or faulty maintenance or storage on the part of the Purchaser, or normal wear and tear on the product, or cases of force majeure.

To claim its rights, the Purchaser must, on pain of any related action being null, inform Jacottet-Industrie in writing of the existence of the defects, producing appropriate justification, within a maximum of three days from the date of their discovery.

Jacottet-Industrie, subject to verification of alleged defects, shall replace those products or parts under warranty that are deemed defective, or have them repaired. The warranty shall also cover the cost of labour.

Any claim made by the Purchaser in accordance with the conditions and methods set out above shall not suspend the Purchaser's payment for the products concerned.

The liability of Jacottet-Industrie may not under any circumstances be invoked in respect of occurrences during transport, destruction, damage, loss or theft, even if the haulage company was of its choosing.

ARTICLE 8 - Intellectual property

All technical documents, products, photographs given to the Purchaser remain the exclusive property of Jacottet Industrie sole owner of the intellectual property rights on these documents, and must be returned to him at his request.

The Purchaser undertake to make no use of these documents, likely to infringe the industrial or intellectual property rights of Jacottet Industrie and undertake not to disclose them to any third party.

ARTICLE 9 - Disputes

Any disputes that may arise in respect of this contract regarding either its validity, interpretation, performance, or termination, and the consequences and effects thereof, shall be submitted to the commercial court ("Tribunal de Commerce") in Chartres.

ARTICLE 10 - Language of the contract - Applicable law

It is specifically agreed between the parties that this contract shall be governed by and subject to French law, to the exclusion of any other, and on a suppletive basis by the Vienna Convention on contracts for the international sale of products, whatever the place of the order, the delivery, and the payment and the mode of payment, and even in the event of a warranty call or multiple defendants. In case of any dispute with English translation, the French text alone would be authoritative.

ARTICLE 11 - Waiver

The fact that Jacottet Industrie does not avail himself at a given moment of any of the clauses hereof may not constitute a waiver of these clauses.

ARTICLE 12 - Acceptance by the Purchaser

These General Conditions for Sales are specifically agreed and accepted by the Purchaser, which declares and acknowledges that it has read them in detail and consequently renounces claiming the application of any other contradicting document, and more particularly its own General Conditions for Purchasing, which shall not apply to Jacottet-Industrie, even if the latter is aware of their existence.