

STANDARD TERMS AND CONDITIONS OF SALE

1. - Scope of application - Orders

These standard terms and conditions of sale (hereinafter the “**Standard Terms and Conditions of Sale**”) apply to all purchases of goods from Dillinger International S.A. (hereinafter the “**Seller**”) by a merchant or a professional in direct relation with their business (hereinafter the “**Customers**”). The Standard Terms and Conditions of Sale shall take precedence over all standard terms and conditions of purchase, barring prior, formal and express departure on the part of the Seller. The Standard Terms and Conditions of Sale cancel all oral and/or written communications, all documents of the same kind or of the same scope, issued by the Seller or the Customer. Any document other than these Standard Terms and Conditions of Sale, particularly catalogues, prospectuses, advertisements, notices and feasibility software supplied to Customers shall be provided for information and guidance purposes only and are non-binding. The Standard Terms and Conditions of Sale make documents issued subsequently by the Customer and that have not received the Seller’s express, written agreement non-binding on the Seller.

The Seller reserves the right to modify the Standard Terms and Conditions of Sale at its sole discretion and at any time. If the Standard Terms and Conditions of Sale are modified, the applicable Standard Terms and Conditions of Sale are those in force at the time the purchase by the Customer is confirmed.

Orders placed by the Customer are not final until they are confirmed by the Seller by means of an order confirmation (hereinafter “**OC**”).

Unless specific characteristics for the goods to be delivered have been determined by mutual agreement prior to placing the order and are contained in the OC, the order shall be considered placed and the sale agreement entered into in accordance with the features of goods of the same type appearing in the Seller’s

catalogue at the time the order is placed; the Customer acknowledges that it is aware of said catalogue.

All modifications made by the Customer to orders must be expressly accepted in writing by the Seller beforehand.

The signing by the Customer of the OC returned to the Seller or the absence of any written reservations made by the Customer within three (3) days following receipt of the OC constitutes final acceptance by the Customer of the agreement.

2. – Prices – Payment – Receipt of payment – Collection of payment

All prices are calculated on the basis of goods as quantified and measured at the place of shipment.

Prices are indicated in euros, all taxes included, excluding any delivery and transport charges. Customers established outside France, in EU countries that have an intracommunity VAT number and who wish to receive tax-exclusive invoices are asked to contact the Seller to draw up a proforma invoice.

Any delivery and transport charges are indicated to the Customer prior to final confirmation of the order.

Any change in rates, customs fees or tax charges may be passed along in the price of the goods and will be borne by the Customer. The sale price of goods is the price in force on the date of the order.

Prices are subject to change by the Seller, while guaranteeing the Customer that the price in force on the date of the order shall be applied, subject to the availability of the goods on this date.

Unless indicated otherwise in the OC or any other specific document drawn up by mutual agreement of the parties, invoices shall be paid within thirty (30) days of receipt of the goods, net with no discount, to the Seller or any person or company designated by name or authorized by the Seller. However, if payment is made by documentary credit or any other similar procedure, the date of payment shall be set in accordance with the conditions of

this credit. Authorizations of any kind relating to payment must be obtained by the Customer.

Any complaints concerning delivery of the goods for any reason whatsoever shall not dispense the Customer from paying the full amount of invoices on their due date.

Any failure by the Customer to pay on the due date will result for the Seller, in accordance with article 441-6 of the French Commercial Code, without formal notice, in the payment of late interest at the EURIBOR rate in effect on the date of the invoice, plus 10 percentage points, and applicable as of the due date, and payment of flat compensation equal to 10% of the total amount of the invoice as compensation, without prejudice to any other rights of the Seller.

Any late payment also results in the payment by the Customer of flat compensation for collection fees equal to 40 euros. If the collection fees exceed the amount of this flat compensation, the Customer will compensate the Seller for all collection fees incurred, upon simple presentation of supporting documentation by the Seller.

In the event of late payment or of non-performance of any of its obligations by the Customer or if the Seller has doubts concerning the Customer’s solvency, and if the Customer refuses to make a cash payment in advance or to provide the Seller, at the Seller’s request, with financial guarantees, the Seller reserves the right to terminate the agreement or to suspend the performance of the part of the agreement that has not yet been performed; furthermore, due to these same circumstances, payment of all other sums owed by the Customer will become due and payable immediately, without formal notice.

The Seller reserves the right to allocate equally all sums received from the Customer in payment of invoices due for more than thirty (30) days, plus late interest and all costs arising from these

debts in the following order: costs, interest, amount of invoices. Under no circumstance may the Customer withhold payment from the Seller or make any setoff against debts that the Seller may have toward it, even in case of dispute. In case of late payment, the Customer may not take any measure that might affect the products, such as, for example, selling or processing the products.

The resumption of deliveries after late payment will include the time necessary to resume manufacturing or processing of the goods.

If non-payment continues for more than fifteen (15) days following formal notice, the Seller may terminate the sales agreement by mail.

This termination shall automatically apply to the sales agreement in question.

Termination shall not affect any right of the Seller to obtain reparation for its entire injury pursuant to the sales agreement in question and/or other agreements entered into with the Customer.

Failure to provide guarantees of any kind to the Seller's satisfaction or the Customer's failure to submit documents (or any other action) permitting payment to the Seller, particularly by a third party, shall be equivalent to non-payment.

The Seller may entrust receipt and collection of the price of the goods sold to one of its specialized subsidiaries.

In this case, payments will be made to the order of the Seller and entered, according to the applicable laws or agreements with the banking institutions, in a section of the main bank account of the subsidiary responsible for receipt and collection. This section shall be opened in the Seller's name, and the sums received in it shall be transferred on a daily basis to said main bank account.

3. - Shipping

Goods shall be shipped in accordance with the terms and conditions defined in the OC or a specific document drawn up by mutual agreement of the parties.

Goods may be shipped only if the Customer is current in its obligations toward the Seller.

The packaging and the pallets of shipped goods shall be collected, removed, sorted and recycled by the Customer pursuant to the applicable laws and regulations, under its responsibility and at its expense, it being understood that, at the Seller's express request and in accordance with

this request, the Customer agrees to make the pallets available to the Seller free of charge.

4. -Delivery- Transfer of risk - Inspection - Acceptance - Guarantee

4.1 – Delivery

Unless provided otherwise in the OC or in a specific document drawn up jointly by the parties, deliveries are made DAP (by reference to the International Chamber of Commerce INCOTERMS, latest edition). The Seller insures the goods against transport risks.

It is expressly understood that all taxes, fees and duties associated with the sale of the goods (including import license(s)) (risks and costs) shall be borne by the Customer. Obtaining the export license(s) is the responsibility of the Seller (risks and costs).

Delivery times are given for guidance purposes only. They are a function of the Seller's procurement and transport possibilities. Delivery delays may not give rise to any penalty or compensation of any kind whatsoever, or justify cancellation of the order. Deliveries are dependent on the Customer's fulfillment of all of its obligations and more particularly the communication of all necessary documentation.

4.2 – Transfer of risk

Unless stipulated otherwise in the OC with reference to a specific INCOTERM, latest edition issued by the ICC, the risks of loss or damage to the goods are transferred to the Customer at delivery, whatever the terms. As of delivery of the Products, the Seller declines all liability in case of loss, theft or damage to the goods.

If the Customer fails to accept the goods, the Seller may store them at the Customer's expense and risk and, after notifying the Customer of their availability, bill the Customer for them as being delivered after a period of 10 days. In any event, the Seller reserves the right to resell them and to claim reparation for the injury it has suffered in the absence of acceptance of the goods by the Customer within a period of 10 days.

4.3 – Inspection - Acceptance

The goods shall be inspected visually by the Customer or any third party authorized by the Customer, at the place and at the time of delivery.

Through this inspection, the Customer, or any third party authorized by it, makes sure that the goods:

- are labeled with information regarding their weight, length, width and thickness that is consistent with the information set in the OC and
- do not show any obvious damage.

This inspection shall be deemed acceptance of the goods.

In the event of absence or silence, that is, if no written and detailed reservation on the part of the Customer or any third party authorized by it, is made in writing and delivered to the Seller on the date of inspection, the goods shall be considered accepted without reservation, and therefore the Seller shall no longer accept any challenge relating to the identification and/or to the apparent condition of the goods delivered.

The costs of the inspection shall be borne by the Customer.

Acceptance shall be final, and no subsequent dispute shall be admissible for any defect that an experienced professional should have noted.

The Seller is only required to replace goods rejected at the time of inspection, and the Customer may not claim compensation.

Damage to the goods during transport, pursuant to the shipping methods and delivery terms, shall be assumed by the Seller.

It is recalled that, barring exception duly accepted in writing by the Seller, the goods are manufactured with the customary tolerances as regards dimensions and weight or in compliance with the professional standards of the Seller's country in this field.

4.4 – Guarantees - Liability

The Seller guarantees that the Products comply with the specifications appearing in the OC and with the features of goods of the same type appearing in the Seller's catalogue. The Customer shall provide the Seller with all information necessary (a) for the appropriate development of these specifications and (b) relating to the processing or end use of the goods. The Customer recognizes that the Seller's obligation of compliance is fully fulfilled when the goods correspond to these specifications at the time of delivery. Any technical advice that the Seller provides, orally or in writing, before and/or during

the use of the goods, is provided in good faith but without any guarantee on the part of the Seller. The Seller's advice does not under any circumstance release the Customer from its obligation to verify the suitability of the goods sold for the processing and uses for which they are intended.

The Customer is solely responsible for the use and processing of the goods.

Therefore, the Customer must:

- carry out the first stage of the installation of the goods delivered within a timeframe that preserves their features and technical properties, and
- at this time, report, if necessary, any non-compliance with these features within fifteen (15) days of the time it was (they were) discovered or should have been discovered, specifying the nature of the defect (or defects).

The goods subject to such notification must undergo a joint examination, which shall take place as soon as possible following receipt of notification of the compliance defect(s). If this examination could not be performed within three (3) months following receipt of the notification due to the Seller, the complaint shall be considered accepted. If this examination could not be performed, by the end of the same time period, due to the Customer, the complaint shall be considered void and of no effect.

The presentation of a certificate of guarantee shall be strictly required when the Customer invokes the guarantee.

Furthermore, the Seller may not be held liable with regard to goods reported to be non-compliant:

- if the material or the design of the goods comes from the Customer,
- if the non-compliance results either from a requalification of the goods at the Customer's initiative, or from an operation performed on the goods at the Customer's initiative, or from an operation performed on the goods by the Customer or a sub-purchaser that is not similar the one in use in the country of the Seller for an equivalent operation.
- if the non-compliance results from normal wear or from negligence or from improper maintenance on the part of the Customer,
- if the non-compliance results from a case of Force Majeure or from the act of a third party,
- if the Customer has not taken appropriate measures to ensure the

traceability of the goods reported as non-compliant by the Customer.

The Customer's complaints concerning defects not detectable at delivery must be communicated to the Seller by registered letter, return receipt requested, as soon as they are discovered and at the latest within two (2) years following this discovery (the Customer being required to inspect the goods meticulously during this period). At all times, (i) the Customer must do everything possible to minimize its injury, (ii) it may not delay payment of any invoice that has come due. If the goods are recognized as defective by the Seller, it will be required, at its choice, (i) only to replace or reimburse these products, or (ii) if the price has not yet been paid by the Customer, to reduce the price or cancel the agreement. The Seller may not under any circumstance be held liable for all direct or indirect damage suffered by the Customer or by any other person, such as losses due to the processing of the products, production losses, operating losses or all other losses. The Seller shall only be liable for damage caused by its gross negligence or its deliberate fault duly proven by the Customer; at all times, the Seller's liability shall be limited to the invoiced value of defective or replaced goods.

The Customer agrees to indemnify and hold the Seller harmless for all liability concerning any complaint, cost or damage stemming from an abnormal, improper or non-compliant use of the goods, negligence, any violation of these Standard Terms and Conditions of Sale or any fault of the Customer, including, but not limited to the storage of the goods under inappropriate conditions, the use, the upkeep and the maintenance of the goods under conditions or for purposes other than those for which they are intended.

5. – Availability of the goods

The goods are offered and delivered to the extent stocks are available.

In the event goods are unavailable after the order is placed, the Customer shall be informed by email or by mail. The order shall then be cancelled automatically, and any amount paid shall be reimbursed immediately by the Seller.

The Seller is not bound to any compensation of any kind whatsoever due to the unavailability of the goods.

In any event, the Seller reserves the right to make changes to the goods ordered that are linked to technical developments.

6. - RETENTION OF TITLE

BY EXPRESS AGREEMENT:

6.1 – REGARDLESS OF THE METHOD OF PAYMENT, THE SELLER SHALL RETAIN TITLE TO THE GOODS UNTIL FULL AND EFFECTIVE PAYMENT OF THE PRICE AND INCIDENTALS HAS BEEN RECEIVED.

6.2 – RISKS AND CUSTODY OF THE GOODS SHALL BE TRANSFERRED TO THE CUSTOMER UPON DELIVERY. THE CUSTOMER AGREES TO STORE OR HAVE OTHERS STORE THESE GOODS IN SUCH A WAY THAT THEY CANNOT BE CONFUSED WITH OTHERS AND CAN BE RECOGNIZED AS BEING THE SELLER'S PROPERTY.

6.3 – IN CASE OF TOTAL OR PARTIAL NON-PAYMENT OF THE PRICE AND INCIDENTALS WHEN DUE, THE SELLER RESERVES THE RIGHT TO DEMAND THE RETURN OF THE GOODS AT THE CUSTOMER'S EXPENSE AND RISK. THIS RETURN SHALL NOT CONSTITUTE CANCELLATION OF THE SALE.

6.4 – THE CUSTOMER'S PAYMENT SHALL BE APPLIED FIRST TO THE SELLER'S INVOICES THAT CORRESPOND TO GOODS THAT HAVE BEEN USED OR RESOLD. GOODS EXISTING AT THE CUSTOMER'S PREMISES AND CORRESPONDING TO THOSE MENTIONED ON SHIPPING FORMS OR ALL OTHER DOCUMENTS SHALL BE PRESUMED TO BE IDENTIFIED AS BEING THOSE DELIVERED BY THE SELLER.

6.5 – IN THE EVENT GOODS ARE RESOLD BY THE CUSTOMER, THE RIGHT TO MAKE A CLAIM WILL AUTOMATICALLY APPLY TO THE PRICE OR THE PORTION OF THE PRICE OF THE GOODS THAT HAS NOT BEEN PAID OR SETTLED IN VALUE, BETWEEN THE CUSTOMER AND THE SUB-PURCHASER.

6.6 – IN THE EVENT THE LAWS OF THE COUNTRY OF DESTINATION

OF THE GOODS AUTHORIZE CLAIMS CONCERNING GOODS PROCESSED BY THE CUSTOMER OR BY THIRD PARTIES, THE SELLER, IF IT SO DESIRES, SHALL BE FULLY ELIGIBLE TO BENEFIT FROM THESE LAWS WITHOUT PREJUDICE TO THE APPLICATION OF THE OTHER PROVISIONS OF THIS ARTICLE 5.

5.7 – IF IT APPEARS TO THE SELLER THAT THE RETENTION OF TITLE CLAUSE DOES NOT PROVIDE IT WITH SUFFICIENT GUARANTEES, THE CUSTOMER SHALL PROVIDE IT, AT ITS REQUEST, WITH OTHER GUARANTEES SATISFACTORY TO THE SELLER. IF THESE GUARANTEES ARE NOT PRESENTED, THE SALE MAY BE CANCELLED BY THE SELLER DUE TO THE CUSTOMER’S EXCLUSIVE FAULT.

7. – Force Majeure

The Seller shall not be liable in case of force majeure affecting the manufacturing, shipping and delivery of the goods. The following are considered cases of force majeure: production delays or disruptions resulting completely or partially from war (declared or undeclared), strikes, labor disputes, EDF-GDF strikes or supply disruptions, riots, accidents, fires, floods, natural disasters, transportation delays, equipment and/or raw material shortages, equipment breakdowns, laws, regulations or orders, or more generally any cause beyond the Seller’s control, that it could not reasonably be required to foresee or that it could not reasonably avoid or overcome, insofar as its occurrence makes it totally impossible to perform its contractual obligations.

8. - Resale of the goods

The Customer agrees to inform sub-purchasers of the stipulations of the OC, of the Standard Terms and Conditions of Sale and of the specific document(s), if necessary, relating to the retention of title and to the guarantee of the goods, to their destination, to the intellectual and/or industrial property rights and to the goods after processing.

9. - Goods after processing

It is understood that in case of an international sale, the Seller, by entering into the sales agreement, has no

obligation to take back, process, reclaim and/or recycle, particularly when they constitute waste, semi-finished or finished products manufactured from the goods delivered, or identical goods, whatever the type or the degree of processing of these goods, barring public policy provisions to the contrary applicable to the Seller in the country of destination of the goods ordered. In this last case, the Customer shall satisfy the obligations concerned and agrees to hold the Seller harmless for any legal action, any cost and any liability in this regard.

10. – Intellectual property

This agreement for the sale of goods and its performance do not confer on the Customer any right to the patents, trademarks and all other industrial or intellectual property rights held by the Seller.

The Customer agrees to respect these rights as well as the secrecy of the technical information that it may have become aware of due to this sales agreement.

11. - Applicable law

These Standard Terms and Conditions of Sale are subject to French law. The application of the Vienna Convention on the International Sale of Goods is expressly excluded.

12. - Jurisdiction

By express agreement, the COMMERCIAL COURT OF NANTERRE has sole jurisdiction to rule on any dispute relating to the formation, interpretation, performance and termination of the Standard Terms and Conditions of Sale and the sales agreement or their consequences, to the goods supplied by the Seller and to their payment, regardless of the place of delivery or payment, even in case of third-party proceedings or multiple defendants. However, the Seller reserves the right, in the event it is claimant, to sue the defendant before the courts in whose jurisdiction the defendant’s head office or its establishment involved in the dispute is located.

13. – Assignment – Change in control

The Seller is free to subcontract or assign all or part of the rights and obligations arising from the sales agreement entered into with the Customer to a third party.

It is expressly agreed and accepted that this transfer shall not confer on the Customer any right of termination or right to any compensation.

The Customer may not assign any of its obligations or any of its rights pursuant to the sales agreement without the Seller’s prior, written consent.

Any direct or indirect change in control of the Customer’s shares and voting rights must be indicated in writing to the Seller beforehand.

14. - Specific documents

In the event one or more of the specific documents to be drawn up by the parties, particularly pursuant to articles:

- 3 in relation to the terms and conditions of shipping,
- 4 in relation to the terms for delivery (or issuance) and for obtaining licenses,
- and 8 in relation with the destination of the goods,

are not drawn up and if this prevents the Seller from reasonably fulfilling its obligations even though the sales agreement has otherwise been duly entered into in accordance with the terms hereof, and if all or part of the goods ordered have begun the manufacturing or processing process, the Seller shall be automatically entitled to benefit from article 1.