

## GENERAL TERMS OF SALE OF CIAT SA

R.C.S. n° 545 620 114 - N° TVA FR 01545620114, 700 avenue Jean Falconnier 01350 Culoz (France)

### I. ORDERS

1.1 The acceptance of our proposals includes the acceptance of the present sales conditions notwithstanding any provisions contrary to the present ones.

1.2 Each order is valid only after acceptance and written confirmation from our Headquarters.

The confirmation of an order is accompanied by an order acknowledgement receipt.

1.3 Any modification or cancellation of orders, after the drawing up of the contract, even partially, by the purchaser, results in a fee of 75€ minimum for the benefit of the seller and for which the amount may be increased depending on the state of advancement of the order and the costs incurred to the seller.

1.4 When the material has to be approved by organisms or control offices, reception and vacation expenses are always at the charge of the purchaser.

### II. PRICES

2.1 In accordance with the legislation, our prices are indicated exclusive of VAT for material that is unpackaged and delivered ex-works our factories

2.2 CIAT may at any time prior to the delivery of the products apply a discount or rebate on its normal prices.

2.3 Any delivery with a manufacturing period inferior to 2 months is invoiced at the basic price agreed upon when ordering; if this period is longer, this price will be amended pursuant to the legal dispositions in force and indexed according to the price adjustment formula written on the offer if the material is concerned by applying the ratio of the latest coefficients known by the delivery day.

2.4 All orders less than 50 euros exclusive of VAT will be invoiced the lump sum of 50 euros excl. VAT in order to cover administrative expenses.

### III. PAYMENT CONDITIONS

3.1 Our invoices are payable at our Headquarters offices, net and without discount, in Euros.

3.2 Payment of invoices shall, unless otherwise agreed in writing, be made in full within 30 days of the date of invoice on 10th of the following month

3.3 In case of delay in payment, the due sums will accrue interest based on the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points with a contractual minimum sum of 75 euros; this clause does not affect the payable nature of the debt.

The expenses relating to the return of bills are to be paid by the purchaser.

3.4 The terms of payment cannot be delayed, for any reason whatsoever, even if litigious; any stoppage in payment results, ipso facto, in the immediate suspension, or indeed cancellation, of the current orders and of the warranty referred to in para VII.

3.5 In the event of sale, transfer, pledging or a contribution of the purchaser's business or equipment, and also in the event that one of the payments is not made at the agreed date, the sums due shall become immediately payable, whatever conditions may have been agreed previously.

3.6 The collection of a non-settled invoice through legal action incurs a 20% overcharge on the requested amount, independently of interest on late payment calculated from the initial maturity date and the collection expenses engaged.

3.7 Any failure by the client to execute his payment obligations or any late payment will result in the enforcement of a compensation fee of 40 euros for recovery costs (article L. 441-6 of the French Commercial Code).

### IV. DELIVERY

4.1 Our products delivered carriage free or not travel at the purchaser's risks: the withdrawal is considered as being completed in our factories.

4.2 Our products are delivered in accordance with the INCOTERMS in force at the drawing up of the contract.

The term INCOTERM inherent to each delivery is defined in the sales contract, or in the estimate or in the order acknowledgement receipt

4.3 For products whose withdrawal from our factories is delayed for more than 14 days for whatever reason not imputable to CIAT, the material is handled if necessary and put into storage at the expense and risks of the purchaser; CIAT disclaims any subsequent responsibility in this regard. Storage expenses will be invoiced from that date at a minimum of 1% of the order value per week; it cannot exceed 5%. This storage cannot exceed 5 weeks. These provisions in no way modify the obligations to pay for supplies and in no way constitute novation

4.4 Any delivery can be suspended until full settlement of all previous matured invoices which remain unpaid.

### V. DELIVERY TIME

5.1 Unless expressly stated otherwise by the co-contracting parties, the delivery periods are given as an indication only.

5.2 Consequently, no delay penalty can be claimed, except agreement notified on the delivery voucher. Likewise, delays may not, under any circumstances, justify the cancellation of the order.

5.3 The delivery date, as agreed upon in the sales agreement, will be extended when the delivery is delayed, namely owing to:

a) failure by the purchaser to communicate to CIAT all the instructions necessary for the execution of the order

b) "force majeure" as defined in accordance with practices

c) non-payment or lack of guarantee of payment

### IV. PACKING - DAMAGE DURING TRANSPORTATION

6.1 CIAT takes all the necessary precautions for the packaging of units sold so that their merchantability and/or fitness for purpose are in no way affected during normal handling.

CIAT shall not be liable to the purchaser for any loss or damage to the goods which is caused by inadequate storage on site or negligence on the part of the purchaser or a supplier.

6.2 In the case where the agreed INCOTERM leaves CIAT the risk on the merchandise, any damage and/or loss occurred during transportation must be stated by the purchaser:

a) on the transportation document at the time of delivery (with all the full and necessary written reserves);

b) to CIAT by e-mail with AR or registered mail within 48 hours maximum

Should these two formalities not be respected, it is assumed that the purchaser has inspected the goods and is satisfied that there are no transport damages, losses or shortages. He then loses all claims against CIAT.

### VII. WARRANTY

With the exception of particular contractual arrangements, the warranty applies under the following conditions:

7.1 Material:

Our material is guaranteed for parts only against manufacturing defects. This guarantee is for the duration of:

- one year as from date of delivery

7.2 Guarantee limits:

The guarantee does not apply to replacements or to repairs which result from normal wear and tear of units, from deterioration or accidents resulting from negligence, lack of supervision, maintenance or faulty installation, or from incorrect use of the units. For example, all motors "burnt out" as a result of faulty connections, lack of or insufficient protection against voltage variations or overloads in breach of the electrical regulations in force in the country of the enduser are not guaranteed.

The guarantee is limited to the supply of replacement spare parts.

7.3 Damages:

The responsibility of the seller is strictly limited to the obligations defined in the present general conditions; in particular, the seller will have no obligations regarding compensation, including non-material or indirect damages.

7.4 Corrosion:

As the aggressiveness of fluids circulating through our units is a factor we cannot preclude, we cannot be held liable in the event of corrosion.

7.5 Purchaser's obligations:

In order to benefit from the guarantee, the purchaser must notify the seller, without delay and by writing, of the faults attributed to the material and provide all the necessary justifications.

The purchaser will permit the seller to assess the faults and take remedial action.

Furthermore, the purchaser will not, unless explicitly agreed by the seller, carry out the repair himself nor have it carried out by a third party.

7.6 Work occasioned by the obligations of the guarantee is generally carried out in the seller's workshops after the purchaser has returned to the former the defective equipment or parts to be repaired or replaced.

Parts replaced free of charge are returned to the seller and become their property.

### VIII. REPAIRS

8.1 After acceptance from our after-sales department, the material for repair must be returned, carriage paid, cleared through customs, to the address of our factory.

8.2 This material is assessed and an estimate sent to the purchaser. Repairs are carried out only after the purchaser has given his written authorization. The material is sent back carriage forward.

8.3 Repairs on site can only be carried out after receipt of a written order from the purchaser.

### IX. RETURNS OF MATERIAL

9.1 We do not accept any return of material without the prior written agreement from our Headquarters.

9.2 In case of agreement, any material returned will be the object of a discount or rebate to cover damage caused, restocking costs, miscellaneous administrative expenses, etc.

### X. DATA PRIVACY

We process personal data as described in our privacy notices at [www.ciat.fr](http://www.ciat.fr). The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If purchaser provides us with personal data, purchaser will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to us.

### XI. INTERNATIONAL TRADE COMPLIANCE

We are subject to applicable export controls and regulations promulgated by the European Union and the Government of the United States of America and other governments and purchaser will not cause us to breach these laws and shall provide any necessary assurances of compliance therewith to the extent required by us to comply with such controls and regulations. We shall not be deemed to be in breach or default of this Agreement because of compliance with any export control laws or regulations to which it is or may become subject. We may refuse to carry out any obligation under this Agreement, or to refuse any order placed under the agreement or suspend or terminate this Agreement with immediate effect if there is or could be a potential breach laws, regulations or ethical rules applicable to us including, but not limited to, international trade compliance rules prohibiting sale of goods and services to certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanction.

### XII. DISPUTES

In case of dispute, the Courts of Bourg-en-Bresse (France) shall be the only competent authority, regardless of the sales conditions and terms of payment, even in the case of appeal for guarantee and of plurality of defendants.

All sales are submitted to French law, exclusive of the clauses described in the Vienna agreement, unless contrary clauses have been explicitly stipulated in the sales agreement.