



# GENERAL SALES CONDITIONS

## I – GENERAL ASPECTS

### 1. General conditions - object and field of application

These General Professional Sales Conditions specify commercial practices of professions grouped in the construction, infrastructure, steel industry and handling equipment syndicate. These General Professional Conditions comply with Contract and Competition Law regulations and are registered with the Office of Professional Practices at the Registrar's Office of the Commercial Court of Paris. They provide further information concerning the parties' joint intentions on all subjects where such intentions may not have been clearly expressed. They constitute the legal basis for contracts, save for specific contrary provisions. These General Conditions are applicable to the sale of Material or Equipment and associated services. They do not apply to provision of services when these latter are the main contractual subject matter. A written document, as understood by these General Conditions, is any document drawn up using all means and in particular, on paper or electronically.

### 2. Contract formation

Save for contrary provisions, these General Conditions are applicable. Failing specific indication, the Seller's offer shall be valid for one month. The sales contract is only valid insofar as the Seller has accepted the Purchaser's order in writing. In the event of the sale of spare parts, the Seller's dispatch of such parts is deemed as acceptance of the Customer's order. Any contractual modification requested by the Purchaser is subordinated to the Seller's express acceptance thereof. The order expresses the Purchaser's irrevocable consent; therefore, such order may not be cancelled save for the Seller's prior and express agreement thereto. In such a case, the Purchaser shall compensate the Seller for all incurred costs and for all resulting direct or indirect consequences. Furthermore, any down payment already performed shall remain the Seller's property. Characteristics indicated in all the Seller's advertising catalogues, prospectuses and documents are for information only. The Seller reserves the right to modify all said party's models as it deems necessary, even subsequently to acceptance of orders. Said modifications shall not alter the essential characteristics and performance of the Material or Equipment, subject matter of the sale.

## II – DELIVERIES

### 1. Delivery terms

Delivery deadlines start as of the order receipt acknowledgement, subject to reception of all documents to be provided by the Purchaser and collection of the possibly foreseen down payment. Whatever the equipment's destination or the sales' terms, delivery is deemed as performed according to the International Chamber of Commerce Ex-works Incoterm in force upon contract signature, save for contrary provision. This is performed by simple notification of availability, using any means. Such notification may be implemented via the equipment's direct remittance to the Purchaser, or delivery of said equipment at the Seller's plant or stores, to a dispatcher or carrier appointed by the Purchaser or, failing this, by the Seller. The Purchaser shall take possession of the equipment within ten days pursuant to notification of availability. If the Purchaser does not collect the equipment at the agreed location and on the agreed date, and insofar as such delay does not result from the Seller's action or omission, the former is held to performing the contractually foreseen payments, as the delivery is considered as performed. In this case, the Seller may decide to store the equipment at the Purchaser's risk and expense insofar as the equipment is quite separate, or implement application of Article III. In no case shall the Seller's non-compliance with the specified delivery date entail order cancellation, payment of damages or penalties of any type whatsoever save for express agreement between the parties.

### 2. Hand over

Failing the Customer's claim within eight days subsequently to the delivery date, the Material and Equipment are deemed as being handed over. Such reception is valid acknowledgement of the lack of any apparent defects.

## III – RETENTION OF TITLE AND TRANSFER OF RISKS

The Seller remains full owner of the goods, subject matter of the contract, until full payment of their price in principal and ancillary costs. As of delivery, the Purchaser is responsible for all damages that said goods may suffer or cause for any reason whatsoever. Until their full payment, the goods may not be resold or reprocessed without the Seller's prior agreement. However, in the case of resale, the Seller may operate a right to follow property into the hands of a third party by claiming the receivable directly from the end customer.

## IV – TRANSPORT AND INSURANCE

Transport, insurance, customs, handling, and rendering available operations are at the Purchaser's charge, cost and risk. Therefore, the Purchaser shall ensure that said operations are performed according to best trade practices in such matters. Failing which, the Seller shall be entitled to refuse that such operations be undertaken, shall inform the Purchaser thereof, and Article II.1 shall be applied in full. Measures that the Seller may be brought to implement in the Purchaser's interest and on behalf of this latter concerning insurance, transport... in particular the fact of including shipping costs in the price, does not prevail over the principle of delivery in its plants or stores. All shipments undertaken by the Seller using said party's own material means are deemed as performed pursuant to a shipment contract, which is separate from the sales contract, whether the Purchaser takes charge of such costs or not. Failing specific instructions, the Seller shall perform dispatch in the Purchaser's best interests. The Material and Equipment shall only be insured pursuant to the latter's express request. In all events, the Purchaser shall be responsible for performing all verifications, and formulating all reservations when the Material and Equipment arrives, and if necessary, for undertaking the required action against the carrier within 72 hours. The indication "subject to unpacking" has no value as concerns the carrier and shall not be accepted as a reservation.

## V – PRICE, PAYMENT TERMS AND LATE PAYMENT

Save for different provisions, payments are performed at the Seller's legal address, net, without rebate and are payable in compliance with the terms here under:

- 1/3 by bank transfer when the order is placed (advance payment)
- 1/3 by bank transfer before delivery
- the balance by bank transfer payable from the date of issue of the invoice, within the reference period of 30 days FDM

In the case of the sale of spare parts, and unless otherwise stipulated, prices are for payment by bank transfer on the order date.

Any clause or request tending to fix or obtain a payment date in excess of said 30-day deadline, which represents good practice for the profession, and save for an objective reason evidenced by the Customer, may be considered as abusive. The invoice specifies the payment's due date. Amounts paid prior to delivery shall be considered as down payments. Down payments shall always be paid immediately and a corresponding invoice shall be issued. No rebates shall be granted for early payments, save for special agreement. In the event of payment by draft, acceptance shall be performed within seven days pursuant to its dispatch. Any default of payment on the agreed due date, or any refusal to accept a bill of exchange when presented, and without prejudice to the right to implement the retention of title, shall entail:

- firstly, if the Seller deems necessary, the suspension or termination of all pending orders
- secondly, ipso jure and without further notice to perform, the application of a penalty equal to the most recent refinancing rate of the ECB increased by seven points, in compliance with the Directive 2000/35 CE, without prejudice to payment of all damages
- lastly, if the Seller deems necessary, contract termination ipso jure one month subsequently to said party serving notice to perform on the Purchaser, by registered letter with acknowledgement of receipt and demanding that the Purchaser complies with said party's obligations. In this case, and without prejudice to the payment of all damages, the Purchaser, in addition to its obligation of returning all goods at this party's expense, shall owe termination compensation to the Seller, to be assessed on the date of such termination. Said compensation shall be charged to payments already received.

## VI – NEW EQUIPMENT WARRANTY

### 1. Warranty scope

The Seller undertakes to remedy any operational defect resulting from a design error, the materials themselves or the performance (including assembly if the latter is entrusted with this operation), within the limit of the provisions specified hereinafter. The warranty shall automatically cease and the declaration of conformity's validity shall automatically lapse if the Purchaser has either used

non-original spare parts, or undertaken maintenance, restoration or modification works itself or through the intermediary of a third party, without the Seller's written authorisation. The warranty shall not apply:

- in the event of damage resulting from lack of maintenance and supervision, and generally, from any handling which does not comply with the manufacturer's written instructions (including normal instructions for use which are included in the instructions notice) or with regulations in force
- for defects partially or totally resulting from the part's normal wear; deteriorations or accidents attributable to the Customer or a third party
- in the event of a defect resulting from parts supplied by the Purchaser and integrated as of manufacturing pursuant to said party's request
- in the case of a force majeure event as specified in Article VIII.

If the equipment is used beyond metropolitan France, the Seller may modify the warranty scope and terms defined in these Conditions. Save for contrary stipulation, no warranty is applicable to second-hand equipment: equipment transfer by the first user ends the warranty. No contractual warranty is applicable to spare parts whose assembly has not been performed by the Seller or a third party duly approved by this latter.

### 2. Purchaser's commitments

To benefit from this warranty, the Purchaser shall immediately inform the Seller in writing of the defects which the former attributes to the equipment and provide all evidence concerning their reality; the Purchaser shall provide all necessary facilities so that the Seller may ascertain such defects and remedy these.

### 3. Warranty start point and term

The normal warranty period covers one year. Said term may be converted into operating hours according to the type of equipment or its operating category. The warranty start point is specified in the contract. In all events, the warranty ends when the first of the following two terms is reached: either the period of one year, or the number of operating hours. For any equipment utilisation which differs from the Seller's recommendations, the specific warranty conditions shall be specified in the contract. In the event of the sale of spare parts, the contract shall specify the contractual warranty period which is granted by the Seller.

### 4. Warranty implementation terms

The contract specifies the warranty implementation terms, failing which the following terms are applicable: - throughout its term, the warranty obliges the Seller to replace parts acknowledged as defective further to their examination by its technical department, or if the Seller prefers, to their repair free of charge

- the warranty excludes all other services or compensation
- repairs carried out due to the warranty shall be undertaken in premises selected by the Seller, the Purchaser shall take charge of sending the equipment to be repaired, or the defective parts, to such premises at the latter's expense and risk
- when the operations on the equipment are undertaken beyond its workshops, the Seller reserves the right of invoicing the Purchaser for its agents' travel and accommodation expenses.

Nevertheless, manpower costs related to dismantling or re-assembling such parts shall be born by the Seller insofar as its personnel or agents undertake such operations. Replaced parts become the Seller's property and shall be returned to this party immediately pursuant to such replacement. Dispatching equipment that is not covered by the warranty shall be carried out at the Purchaser's risk and expense.

## VII – LIABILITY

The Seller shall supply the documents which include service instructions (such as instructions for use and utilisation notices...). The user shall read these previously to starting operating. The Seller's liability shall be limited to direct material damages caused to the Customer resulting from errors which may be attributed to the Seller in the scope of contract performance. The Seller is not held to remedying the damaging consequences of faults committed by the Customer or third parties concerning contract performance. In no event shall the Seller be held to compensating incorporeal or indirect damages, and in particular operating losses, loss of profits, loss of a chance, a commercial prejudice, or income shortfall. In the event where the foreseen penalties and compensation have been jointly agreed on, these shall be considered as lump-sum compensation, and shall entail full discharge. No other form of damages or compensation shall be payable. The Seller's civil liability, for all causes excepting bodily injuries and serious negligence, is limited to an amount whose ceiling level shall be the defective equipment's value. The Customer waives undertaking any claims and guarantees that its insurance companies or third parties with which it has a contractual relationship also waive such procedures beyond the limits and exclusions specified here above.

## VIII – FORCE MAJEURE EVENT

None of the contracting parties may be held responsible for their delay or default in performing any one of the contractual undertakings insofar as said delay directly or indirectly results from a force majeure event as understood in the broadest sense by French case law, and such as:

- occurrence of a natural cataclysm
- earthquake, storm, fire, flooding...
- armed conflict, war, civil conflict, terrorist attacks
- labour dispute, total or partial strike at the Sellers or the Purchasers
- labour dispute, total or partial strike at suppliers, service providers, carriers, post office, public facilities...
- mandatory instructions from public authorities (import ban, embargo)
- operating accidents, machine breakage, explosion
- suppliers' bankruptcy or default.

Each party shall inform the other party immediately of the occurrence of a force majeure event which it has knowledge of and which it believes may affect contract performance.

## IX – TERMINATION

In the event of a party's serious default concerning any one of its contractual undertakings and notwithstanding the provisions of Article II.1, the other party may terminate the contract ipso jure pursuant to serving a notice to perform, which has not produced any effects within 30 days, specifying the alleged default and the intention of terminating the contract in application of this Article. This provision does not prevent the right to remedy of the prejudice suffered pursuant to total or partial non-performance of the contract.

## X – CLAIMS AND APPLICABLE LAW

The parties agree to endeavour to settle their disputes amicably, before referring to the competent Court. Failing such settlement, the Commercial Court located within the jurisdiction of the Seller's registered office alone is competent, whatever the sales conditions and payment method, even in the event of warranty implementation or several defendants. French law alone governs this contract.

## XI – MISCELLANEOUS

### 1. Confidentiality

The parties reciprocally commit to a general confidentiality obligation concerning all oral or written information of whatever type and using whatever medium (discussion reports, plans, computerised data exchanges, activities, installations, projects, know-how, products...) exchanged in the framework of contract preparation and performance, save for information which is available to the general public or which becomes so, otherwise than pursuant to either party's default.

Therefore, the parties commit to:

- keeping all confidential information strictly secret, in particular, never disclosing or communicating, in any manner whatsoever, either directly or indirectly, all or part of the confidential information, to any third party whatsoever without the other party's prior written authorisation
- not using all or part of the confidential information for purposes or activities other than contract performance
- not copying or imitating all or part of the confidential information.

The parties commit to undertaking all required measures in order to ensure compliance with this obligation, throughout contract term and after its expiry, and guarantee that said obligation shall be complied with by all their employees. This obligation is an obligation of performance.

### 2. Waiver

The fact that at a given moment in time the Seller does not exercise any one of the clauses of these General Conditions shall not be construed as a waiver to exercise such clause subsequently. In the same way, the nullity of any one of the clauses set forth in these General Conditions shall not affect the other clauses' validity.