

**1- SCOPE**

These General Conditions of Sale (the "GCS") apply, if there is no specific contract duly signed by the PARTIES, to all purchases made by the CLIENT from MOUVEX, a French simplified joint stock company (société par actions simplifiée) with share capital of 8,496,855 Euros, incorporated on the Trade and Companies Register of Auxerre under No. 389 236 548, whose activity is the manufacture and marketing of metallurgy articles and products, and in particular pumps and compressors (hereafter the "SUPPLIER").

**2- DEFINITIONS**

In these GCS, the terms below are defined as follows:

- "SUPPLIER" refers to the MOUVEX Company.
- "CLIENT" refers to any public or private business, with the exception of private individuals, pursuing an economic activity using appropriate personnel, premises and equipment, under contract for the supply of EQUIPMENT and/or SERVICES from the SUPPLIER in return for payment.
- "EQUIPMENT" refers to the products and documentation supplied by the SUPPLIER under the CONTRACT.
- "SERVICES" refers to the provisions of services and documentation supplied by the SUPPLIER under the CONTRACT.
- "CONTRACT" refers to the contractual whole existing between the SUPPLIER and the CLIENT, hereafter the "PARTIES". The CONTRACT comprises the following:
  - The particular conditions,
  - These GCS,
  - Specific instruction notes,
  - The technical and administrative specifications and rules defining the procedures to be complied with by each of the PARTIES for the proper fulfilment of the CONTRACT.

In the event of discrepancy or contradiction between the provisions of one or more contract documents, the order of priority is that given by the list set out above.

These definitions are valid for both singular and plural.

**3- AMENDMENTS TO THE CONTRACT**

In the course of fulfilment of the CONTRACT, the PARTIES may by mutual agreement amend its terms. Amendments defined by the SUPPLIER and the CLIENT apply only after agreement in writing by both PARTIES, even if these amendments do not lead to changes in price and/or lead times.

Any change in the situation of the CLIENT (governance, corporate name, address, etc.) which entails costs for the SUPPLIER may, in certain circumstances, lead to additional costs for the CLIENT, and/or the cancellation of the CONTRACT as provided for in Article 17 hereof.

**4- CONFIDENTIALITY-INDUSTRIAL AND INTELLECTUAL PROPERTY**

**4.1** - Studies, results, documents, data, plans and information patentable or otherwise, or software developed by the SUPPLIER, communicated by the SUPPLIER to the CLIENT or of which they are apprised during the fulfilment of the CONTRACT remain the exclusive propriety of the SUPPLIER. All the documents referred to above, and in a more general way all information communicated by the SUPPLIER to the CLIENT are deemed to be confidential.

It may not be communicated by the CLIENT to persons other than those among its personnel who are so authorised. It may not be recopied, reproduced, passed on or communicated in any way whatsoever by the CLIENT to third parties, or used for purposes other than those for which it was intended, without the prior authorisation in writing of the SUPPLIER. This obligation for confidentiality shall be kept beyond the period of fulfilment of the order, for a period of 15 years.

**4.2** - In a general way, as soon as one of the PARTIES is made aware of the fact that the fulfilment of the CONTRACT may compromise the industrial property rights of third parties, or at the earliest sign of action by a third party against the SUPPLIER or against the CLIENT, the PARTIES shall pass on to each other all information and matter that may affect these rights.

**4.3** - The CLIENT may not use the brands of the SUPPLIER for advertising purposes without the prior agreement in writing of the SUPPLIER.

**5- WARRANTY**

The SUPPLIER guarantees the EQUIPMENT against all concealed defects arising from faulty manufacture or design rendering the EQUIPMENT unfit for the use for which it is contractually intended. In accordance with Article 1642 of the Civil Code, the SUPPLIER is not liable for any apparent defects which the CLIENT was able to see for themselves.

The SUPPLIER may not be held liable for consequences arising from a failure to supervise, or improper conditions of use of the EQUIPMENT. In particular, on-board EQUIPMENT in the SUPPLIER's moving vehicles requires heightened and specific supervision by the user throughout their period of use. The SUPPLIER shall be liable for defects only under contractual conditions for use and normal use of the EQUIPMENT installed in accordance with best practice; if there is no particular prior study, the SUPPLIER's liability may only be incurred with regard to any failures in performance.

**5.1 - Duration**

The warranty period is set in accordance with the terms set out in the Specific Instruction Notes for new EQUIPMENT.

Outside the initial warranty period stated in the Specific Instruction Notes spare parts and repairs made by the SUPPLIER during this "outside warranty" period are guaranteed, apart from worn parts, for a period of 12 months as from the delivery date.

In the event of use other than that recommended in the CONTRACT, the warranty is cancelled.

For EQUIPMENT not manufactured by the SUPPLIER (engines, reducers, electrical devices ...) the warranty is that of the manufacturer and acceptance or refusal of this warranty is a matter for that manufacturer.

**5.2 - Implementation procedure**

A claim may only be made under the warranty if the obligations falling on the CLIENT (in particular, payment terms and instructions given in the INSTRUCTION NOTES) are fully complied with.

The CLIENT is to inform the SUPPLIER without delay, in writing and within the warranty time limit, and send them all the information that may characterise the nature of the fault found. The CLIENT must provide the SUPPLIER with all facilities to record the fault and remedy it after expert study.

If the SUPPLIER is shown to be liable, the SUPPLIER is to modify, repair or replace, at its discretion, the EQUIPMENT that is recognised as being faulty. The warranty is limited to replacement in the SUPPLIER's factory of the parts recognised as being faulty which must be returned to them as they stand and shipped pre-paid. This replacement may not entail an extension of the initial warranty period of the EQUIPMENT, or give entitlement to any penalty or compensation. Should the expert examination require the SUPPLIER to observe the EQUIPMENT in use, the SUPPLIER would only be liable to pay, if found liable, for the actual technical intervention on the EQUIPMENT. Travel expenses, waiting times, provision of means to carry out the work and checks, and disassembly and reassembly operations are payable by the CLIENT. Should the SUPPLIER be completely or partly prevented from outside intervention, all costs will be invoiced to the CLIENT.

**5.3 - Warranty exclusions**

The warranty excludes:

- Faults arising from a design imposed by the CLIENT, or materials supplied by them;
- Normal wear and tear on the EQUIPMENT, including worn parts;
- Any damage which has an origin beyond the control of the SUPPLIER: negligence, improper storage, installation, use, supervision, maintenance, or incorrect operation by other persons than the SUPPLIER; e.g. incorrect installation through failure to comply with the SUPPLIER's instructions or current best practice (insufficient pipe diameter, abnormal mechanical stress in connection or mounting, lack of protection against foreign bodies, overpressure, power surge ...), faulty use or maintenance (operation with no product, chemical corrosion on account of an aggressive liquid not originally envisaged, electrical corrosion caused by stray currents or electrolytic phenomena, excessive speed or pressure ...).

- EQUIPMENT failure arising from the CLIENT's decision to carry out modifications or repairs themselves or have them carried out by third parties.

**6- ORDER**

**6.1 - Quotation**

All offers from the SUPPLIER are put in writing: the SUPPLIER is not bound by a verbal offer. Information and statements in brochures and on the website of the SUPPLIER are only given for guidance purposes.

**6.2 - Placing of orders**

All orders must include the details of the CLIENT and its identity (VAT number, SIRET number, registration number ...) and be sent to the SUPPLIER exclusively in writing. The reference of the SUPPLIER's quotation must be given if appropriate, and the name of the clear description of the EQUIPMENT ordered given clearly, with the price,

quantity, and delivery and invoicing addresses. Orders must also be accompanied by all specific documents required for it to be processed and requested by the SUPPLIER.

### **6.3 - Fulfilment of an order**

Orders may be carried out wholly or in part by a subcontractor of the SUPPLIER.

The CLIENT certifies that any information or document sent to the SUPPLIER is complete and consistent with reality.

### **6.4 - Cancellation of an order**

No cancellation or return of the EQUIPMENT is valid without the agreement in writing of the SUPPLIER. Unless stipulated otherwise in the CONTRACT, the CLIENT will be charged a cancellation fee of a minimum of 10% of the net total of that order exclusive of tax. Costs already incurred by the cancellation date and an essential element for the procurement and/or manufacture of the EQUIPMENT, will be additionally invoiced.

### **7- DELIVERY TIME**

Delivery times must be confirmed by the SUPPLIER. They are taken to run once the SUPPLIER has sent acceptance of the order in writing and received the payments on the account provided for on signing the CONTRACT, if these are laid down in it.

The SUPPLIER's undertakings on times are subject to the CLIENT fulfilling its own obligations within the time allowed (information, approval, milestone payments, provision of documents, products and/or materials required for the fulfilment of the CONTRACT etc...).

Any receipt of the EQUIPMENT laid down in the CONTRACT shall take place in the SUPPLIER's factories and/or those of its subcontractors, in accordance with the SUPPLIER's normal procedure subject to the advance notice period laid down in the CONTRACT.

Delivery times are automatically extended where there is a delay not attributable to the SUPPLIER, or in cases of force majeure rendering the SUPPLIER unable to fulfil all or part of the CONTRACT, in accordance with Article 14 below.

Unless expressly so agreed, no penalty for lateness will be accepted.

### **8- STORAGE COSTS**

Where EQUIPMENT ordered, manufactured and made available to the CLIENT is not removed, a storage fee of 0.4% per day of the total amount of the CONTRACT exclusive of tax will be invoiced, with a minimum of €10/day as from the sixth working day by which removal is delayed. Unless specifically agreed, after 30 working days delay in removal, the cancellation procedure (Article 6.4 hereof) shall come into effect.

### **9- PACKAGING – TRANSPORTATION**

In the absence of particular instructions, packaging is carried out in the best interests of the CLIENT for the protection of the EQUIPMENT. Packaging is non- returnable and is charged at a flat rate of 1.25% of the total invoice exclusive of tax. Where specific packaging is explicitly requested, the additional cost incurred is invoiced.

Unless stipulated otherwise in the CONTRACT, the EQUIPMENT is supplied "ex works", as per INCOTERMS® 2010. Risks related to EQUIPMENT not removed are to be borne by the CLIENT.

If transportation is organised by the SUPPLIER, they have the choice of carrier and costs will be invoiced. In particular, the CLIENT shall undertake payment of any local taxes and customs duties.

For deliveries outside standard times and at the request of the CLIENT, all shipments will be by express delivery, and the additional cost is also invoiced.

In all cases, it is for the CLIENT to check the state of the EQUIPMENT on reception, and if appropriate to make reservations with the carrier and proceed to inform the SUPPLIER of this in writing within 48 hours.

### **10- PRICE, INVOICING AND TERMS OF PAYMENT**

#### **10.1 - Price**

The supply of EQUIPMENT, and of some SERVICES, gives rise to an invoice.

Prices are, for EQUIPMENT not packed and ex works exclusive of tax, firm and may not be revised. They are valid for orders reaching the SUPPLIER within one month from the date on which the quotation is drawn up.

#### **10.2 - Invoicing minimum**

The SUPPLIER's minimum invoice is €250 net exclusive of tax excluding shipping and packaging.

#### **10.3 - Terms of payment**

The SUPPLIER's terms of payment are an integral part of its GCS. Payments are due on the basis laid down in the quotation or as stipulated in the contract.

In the case payment terms have been contractually awarded and where payment is received within 10 days from the invoice date, there will be a discount of 1%.

For CONTRACTS of over €15,000, first CONTRACTS or a resumption of a commercial relationship (no CONTRACT in the last 3 years),

the CLIENT must immediately make a payment on account of a minimum of 30%.

Any complaint over an invoice must be made no later than 10 days as from receiving it.

Payments may not be delayed on any grounds whatsoever, even in cases of dispute, or covered by offsetting or deduction in any way. No complaint or claim by the CLIENT may ever have the effect of postponing or suspending its payments.

Under Article L 441-6 of the Commercial Code in force, any late payment automatically entails payment, as of the first day after the settlement date shown on the invoice, of:

1/ late payment penalties calculated at the ECB refinancing rate plus 10 points and not to be lower than 3 times the legal interest rate. Applied to all sums still owed.

2/ fixed rate compensation for recovery costs, in the amount of 40 Euros in accordance with Decree 441-5 of the Commercial Code in force. Under Article L441-6 cited above, where recovery costs incurred are higher than the amount of this fixed rate compensation, the SUPPLIER is also entitled to demand additional compensation with supporting evidence.

3/ A penalty clause of 15% of the invoice amount inclusive of tax.

### **11- TRANSFER OF RISK – RETENTION OF OWNERSHIP**

As from delivery as defined by the CONTRACT, the CLIENT takes on liability for damage that the EQUIPMENT from the SUPPLIER might suffer or cause for whatever reason.

The SUPPLIER remains the owner of the EQUIPMENT until the CLIENT has paid all sums owing under the terms of CONTRACT, including taxes and ancillary charges; payment is not effective until all funds have been received by the SUPPLIER; no instrument of any kind creating an obligation to pay constitutes payment. Should the CLIENT fail to honour any one of the payment dates or there be any infringement of this clause, the SUPPLIER may automatically demand the return of the EQUIPMENT at the expense of the CLIENT until the latter discharges all their undertakings.

The CLIENT, in order to resell EQUIPMENT sold while ownership is retained, must either pay for it in full, or be authorised to sell it in writing by the SUPPLIER. Authorisation to resell is automatically withdrawn from the CLIENT where the latter ceases to make payments. However, the CLIENT, in return for the authorisation to resell, irrevocably assigns to the SUPPLIER all receivables that arise or may arise from the resale.

The CLIENT agrees not to enter, with any person whatsoever, into any agreement annulling or of diminishing the rights of the SUPPLIER arising from the assignment of a receivable. Failure by the SUPPLIER to exercise rights granted to them under the assignment in no way constitutes a waiver of the right to avail themselves at a later time of this assignment when the SUPPLIER shall see fit.

### **12- RETURN OF THE EQUIPMENT**

Any return of EQUIPMENT must have the prior authorisation in writing of the SUPPLIER. This agreement is to be sent to the CLIENT and must be enclosed with the EQUIPMENT returned carriage paid. The number of this agreement must be shown clearly on the package. Prior to any return, the EQUIPMENT must be drained, cleaned, free from any pumped product and be accompanied by the safety data sheet of the product transferred. Returned EQUIPMENT containing an unidentified product will be shipped back as it stands at the expense of the CLIENT. For EQUIPMENT returned where their identified product has not been drained, the SUPPLIER shall invoice a lump sum of €200 exclusive of tax for collection and waste processing costs.

### **13- TAKE-BACK OF EQUIPMENT**

Only standard new EQUIPMENT, with the exception of spare parts and small accessories, may be taken back following agreement in writing from the SUPPLIER.

A markdown of 20% of the sale price will be applied in all cases for processing costs, with a set minimum of €100 exclusive of tax. The actual credit amount will be calculated according to the costs of any repairs and/or of EQUIPMENT that can actually be returned to stock.

### **14- FORCE MAJEURE**

The SUPPLIER may not be regarded as having failed in its contractual obligations insofar as this failure proceeds from an event beyond the SUPPLIER's control or that of its subcontractors, such an event not being reasonably foreseen at the time of entering into the CONTRACT, and which may not be reasonably avoided or overcome.

The following are regarded as cases of force majeure: Natural disasters, extreme weather conditions, fires, strikes, work stoppages, epidemics, sabotage, seizure, power cuts, interruptions or delays in transport or means of communication, acts or regulations issued by public, civil or military authorities (including delays in obtaining authorisations or permits of any kind), embargos, general mobilisation, insurrection, requisitions, acts of terrorism, war, etc....

Notification

The PARTY pleading a case of force majeure is to inform the other PARTY immediately by whatever means as soon as they learn of this event. They must provide all the evidence required, an explanation of the nature of the case of force majeure, state the foreseeable duration and inform the other PARTY of the steps taken or envisaged to bring this case of force majeure to an end. They must also inform the other PARTY immediately by whatever means of the end of the case of force majeure.

#### Termination

The PARTIES are to endeavour to find, by mutual agreement, a solution to difficulties caused by the case of force majeure. Should there be no agreement between the PARTIES and should the force majeure event last for over 120 days or if the fulfilment of the CONTRACT is made unreasonably onerous, either PARTY shall have the right to terminate this CONTRACT by giving the other PARTY notice of this by tracked mail. In such an event, the CLIENT undertakes to repay the SUPPLIER all costs incurred for the fulfilment of the CONTRACT. All parts of the EQUIPMENT completed on the termination date shall be permanently purchased by the CLIENT who undertakes to pay the price for them.

#### **15- LIMIT OF LIABILITY**

The SUPPLIER is exempted from any liability for indirect and/or non-material damage, such as loss of profit, loss of production, loss of earnings, harm to brand image, etc. caused to the CLIENT or third parties. The CLIENT accepts liability towards the SUPPLIER for any claims by third parties for such damage.

The amount of compensation by the SUPPLIER for material damage caused to the CLIENT in the course of and on account of fulfilment of the CONTRACT may not exceed the amount exclusive of tax of the sums received under the CONTRACT.

#### **16- RECYCLING AND END OF LIFE OF WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE)**

In accordance with the provisions of the Environmental Code on professional waste electrical and electronic EQUIPMENT (WEEE) (Art. R543-195, seq. and associated), the SUPPLIER is a member of ESR, an environmental organisation approved by the public authorities on the terms defined by Article R543-197.

It thus gives the CLIENT a guarantee that they are entitled to the arrangements for collection and recycling offered by ESR for WEEE from professional EQUIPMENT that it has marketed.

Below the threshold of 500 kg and/or 2m<sup>3</sup>, WEEE may be deposited, at no extra cost, by appointment at ESR sites. Above the 500kg and/or 2m<sup>3</sup> threshold, free on-site removal can be organised by appointment. For further information visit <http://www.recyllum.com/>

This EQUIPMENT will be decontaminated and recycled in a high-performance environmental treatment process.

#### **17- CANCELLATION CLAUSE**

Should the CLIENT fail to fulfil any one of its contractual obligations, the sale may be automatically cancelled with no formality, if seen fit by the SUPPLIER, fifteen (15) days after formal warning by registered letter with acknowledgment of receipt, subject to any damages that may be claimed by the SUPPLIER.

#### **18- SETTLEMENT OF DISPUTES**

French law alone is applicable to the interpretation and fulfilment of these GCS.

The PARTIES expressly agree that any dispute arising from the interpretation and fulfilment of the CONTRACT shall, should there be no amicable settlement, conciliation or arbitration, be brought before the Commercial Court of AUXERRE (89000).

#### **19- EXPORT**

**19.1** - The CLIENT must comply with all laws, rules and regulations applying to exports from the European Union and the United States of America and in signing this CONTRACT, they confirm that they will comply with the provisions of those laws, rules and regulations, including those stated below which include, in particular, all laws on export controls, embargos, anti-boycotting and other associated laws of the United States of America and/or applicable foreign laws.

**19.2** - The EQUIPMENT purchased from the SUPPLIER is not to be exported, re-exported, sold, or transferred by the CLIENT in violation of any applicable law or regulations of the European Union and the United States of America, including: (a) the U.S. Export Administration Act and its associated regulations; (b) the U.S. International Traffic in Arms Regulations (ITAR); (c) the stipulations of the Chemical Weapons Convention (CWC); and (d) sanctions and embargos.

**19.3** - The CLIENT shall be responsible for obtaining any licences and permits to comply with all formalities that may be required for importing the EQUIPMENT in accordance with the laws or regulations in force in the country of destination.

**19.4** - The CLIENT is aware and agrees that an authorisation from the French Government and/or that of the United States of America may be required to export, re-export or re-transfer the EQUIPMENT to a third country or to another end user and that it is its exclusive

responsibility to determine the location of that end user and to notify it to the SUPPLIER so that a further or revised export licence may be obtained if necessary and/or an end user/use attestation be provided.

**19.5** - The CLIENT must not sell or send to clients identified on any European or American prohibition list of governments, bodies, organisations or natural persons.

**19.6** - The EQUIPMENT purchased from the SUPPLIER may not be used, directly or indirectly, in explosive nuclear activity or dangerous safeguarded nuclear activities or in the design, development, production, storage or use of chemical weapons, biological weapons or missiles. The CLIENT is obliged to advise the SUPPLIER of such an intent.

#### **20- ETHICAL COMMERCIAL PRACTICE**

The SUPPLIER demands commercial practice and manufacturing processes that comply with all laws and regulations in force, including transactions that comply with ethical commercial practice. The SUPPLIER and the CLIENT undertake not to take part in activities that might conflict with the law in force or their respective codes on ethical commercial practice, whether with regard to the two PARTIES themselves, their employees, servants, representatives or other intermediaries. With regard to the sale or resale of the EQUIPMENT of the SUPPLIER, the CLIENT acknowledges and agrees that they must not make any payment or any transfer of value to a third party (even through one or more intermediaries) that might place the CLIENT, the SUPPLIER or companies affiliated to the CLIENT in a situation conflicting with the American Foreign Corrupt Practices Act or any other anti-corruption law in force. In the event of failure to comply with the provisions laid down in this paragraph by the CLIENT or any of its intermediaries, the CLIENT is obliged to cover the SUPPLIER and its affiliated companies and relieve them of all liability.

#### **21- IT AND FREEDOMS**

The SUPPLIER implements personal data processing for the purpose of customer relationship management.

In application of the provisions relating to data processing and the protection of personal data, the CLIENT has the right to question, access, rectify and oppose for legitimate reasons in relation to all of the data concerning him who exercise themselves with the data protection officer.

#### **22- SPARE PARTS AND ACCESSORIES**

Spare parts and accessories shall be supplied upon request, to the extent of their availability. Associated costs shall be invoices in addition. The SUPPLIER reserves the right to require a minimum quantity or invoicing amount per order.

#### **23- VAT applicable to intra-EU sales**

CUSTOMER needs to provide SUPPLIER, prior to the emission of a VAT exempt invoice for intra-EU supplies of goods or services, its intra-EU VAT number. He also needs to provide a posteriori, all mean proving the reality of the transfer of goods from one member state to the other. If those conditions are not met, SUPPLIER will submit its invoices, even a posteriori, a rectified invoice subject to French VAT.

NB

These GCS cancel any printed or handwritten purchasing clauses conflicting with them unless specifically so agreed in writing by the SUPPLIER.