

**ARTICLE 1 - APPLICABILITY OF THE GENERAL SALES CONDITIONS:**

**1.1** – These GSC apply as of right to all our offers, order confirmations, and deliveries of products and services. They are delivered to each purchaser so that he or she can place an order. Consequently, placing an order entails the client's full and unreserved consent to these general sales conditions, which include in particular a clause reserving title.

**1.2** – Except in case of a written derogatory agreement signed by ourselves, no contrary term, whatever the time it is brought to our knowledge, which may appear on the order, the general purchase conditions, or on any other document from the purchaser, may override the GSC and be cited against us by the purchaser. Any possible express acceptance by us of a term contrary to one or several clauses in the GSC shall have no effect on the validity of the other clauses in the GSC which shall remain valid. Any possible express waiver of a clause in the GSC cannot be deemed to be a renunciation of our rights under the other clauses in the GSC. The fact that we do not assert our rights at a given moment to any of these general sales conditions cannot be deemed to be a renunciation of our right to assert any of the said conditions.

**1.3 - Modification of the GSC.** In case of modification to these GSC the new GSC shall apply as soon as communicated to the purchaser. Nonetheless, they shall not apply to the orders already in progress, except in case of legal obligation. In case of staggered deliveries the new GSC shall apply from the following delivery.

**1.4 - Confidentiality:** The studies, plans, drawings, and documents we draw up and deliver or transmit, as well as all our samples are strictly confidential and remain our property; they may not therefore be transmitted to third parties in any form whatsoever by the purchaser.

**1.5** – In these conditions, and unless otherwise expressly stated, any consent, acceptance, or agreement by ourselves must be understood as being exclusively an express agreement and signed by the President of JTD SAS.

**ARTICLE 2 - ORDERS:**

**2.1** – The orders received are only valid and binding for us after we expressly accept them, particularly those received by telephone or through an agent.

**2.2** – Any order cancellation shall entail the refunding of all the expenses incurred: tools, material, labour, etc., in addition to the application of the Commercial Code.

**2.3** - Any order modification the client requests may only be considered after our express acceptance.

**2.4** – The order's profit is personal to the purchaser and may not be transferred or transmitted without the seller's written acceptance.

**ARTICLE 3 – PRICES AND OFFERS:**

**3.1** – Unless otherwise stipulated our prices are understood to be in Euros, excluding taxes, ex works at 537, Route de Conliège, 39570 PERRIGNY – France, packaging included. The price quotations are based on the conditions current on the date of their delivery. Nonetheless, these prices may be modified until they are made available so as to reflect every increase in INSEE's labour cost index for the Mechanical industry or in purchase prices for raw materials and equipment, or any variation in the exchange rates of currencies for the imported equipment and materials as well as customs and freight, all pursuant to the legislation in force, particularly in the case of open orders, staggered deliveries, etc.

**3.2** – All our offers are understood to be strictly - unless sold in the meantime - without obligation, subject to availability and reception of the raw materials in time at our warehouse. This applies to all our commercial and technical documents which are for the exclusive use of the addressee to whom we send them and may not be communicated to any third party without our agreement. We reserve the possibility of making technical modifications to the products at any time, subject to so advising



GENERAL SALES CONDITIONS  
OF THE COMPANY JTD SAS (THE "GSC")

our clients in due time. Our offers may stipulate special conditions that modify or complete these GSC.

**3.3** – At the time of an order any change in references, tolerances, quantities, etc. automatically entails a revision in the price proposed to the extent that these modifications have an incidence on the price.

**3.4** – The pre-series or prototypes as well as the studies, developments, plans, and all other works or preliminary tasks effected for the purposes of the offer are billed at cost price.

**3.5** - In the event of the production being halted at the client's request to test parts or for other reasons the times the machines are stopped shall be billed according to the current machine-hour rates.

**ARTICLE 4 - DELIVERY:**

**4.1 - Conditions.** The delivery is made from our workshops by simple notice of readiness, whatever the means of transport and date of removal. The parts/products shall then be handed over on our premises either to the purchaser or to a shipping company or carrier.

The deliveries are made on availability only and in the order of arrival of the orders. The deliveries may be full or partial. In particular, we reserve the right to refuse, reduce, or fraction an order appearing to be of an abnormal quantity to limit the outstanding debt of a client owing even a single invoice whether in full or in part. Since manufacturing requirements, technical difficulties, and the size of the series may modify the quantities delivered by more or less 10 (ten) % in relation to the quantities ordered no claim shall be admissible for this reason.

**4.2 – Delivery times.** The delivery times are indicated as exactly as possible but depend on the possibilities of supply and transport. They are therefore given only for purposes of information purely only and cannot be held to be binding. No delay to delivery may entitle the purchaser to cancel the sale, reduce the price, refuse the delivery or payment, or to claim damages or penalties for delay, or to effect a stoppage or compensation whatever the causes, extent, and consequences of the delay. Any case of Act of God or force majeure frees us from our obligation to deliver.

Nonetheless, if, for any other cause than force majeure, 30 (thirty) days after the delivery date indicated the parts/product have not been delivered, the sale may then be cancelled at the request of either party; the purchaser may obtain restitution of his or her deposit to the exclusion of any other compensation or damages.

In any event, delivery can only occur in time if the purchaser has fully respected his or her obligations to our company to date, whatever the cause.

**4.3 – Force majeure.** The occurrence of a case of force majeure suspends the performance of our contractual obligations. For the purposes of these sales conditions any event independent of our will and hindering our normal operations as concerns the manufacture or delivery of the products, both in our company and with our suppliers, sub-contractors, carriers, or other partners is a case of force majeure. The following, in particular (non-exhaustive list) are cases of force majeure: total or partial strikes, lock-out, fire, war, riots, floods, storms, epidemics, natural catastrophes, averages or interruption of transports, energy supply, raw materials or packaging.

The purchaser shall be informed in due course of the cases and events listed above.

**4.4 – Confirmations.** The confirmations by post of orders already sent by fax or by e-mail must include the perfectly legible indication "confirmation"; no return shall be accepted in case of double delivery caused by the absence of this indication. Our acknowledgements of order receipt must be meticulously checked; failing this no claim for error of delivery shall be accepted.

**4.5 – Transport – Transfer of risks.** - All transport, insurance, customs, and handling operations are at the purchaser's responsibility, expense, and risk. He or she must check the shipments on arrival and take action when necessary against the carriers as indicated below, even in case of shipment carriage-paid. In the event of shipment by the seller the shipment is carriage forward at the lowest price, except at the purchaser's express request and, at any event, at the latter's entire responsibility. Whatever the terms of the sale, and unless we expressly agree otherwise, the products shipped in

France always travel at the purchaser's risk. For sales abroad, the transfer of title and risks is governed by the Incoterm agreed on placing the order (according to the latest edition of the Incoterms of the International Chamber of Commerce) and by default the Incoterm FCA (Free Carrier – to factory). The purchaser has the obligation of accepting the products ordered if they are in good condition and conform to the order. Otherwise, the Purchaser shall bear all the costs arising from the refusal.

**4.6 – Claims.** The delivery takes place on leaving our factory or the factories of our suppliers. The products travel at the risk of the purchaser who is responsible for verifying the good condition of them on receipt. In the event of a contestation concerning the qualities apparent on delivery (products damaged, missing, or not corresponding to the order), only the claims duly declared by reserves made on the delivery slip in the carrier's presence and confirmed within three days by registered letter with acknowledgement of receipt to the carrier with copy by registered letter with acknowledgement of receipt to our attention may be considered; in such a case the addressee must conserve the products as they are until the definitive settlement so as to allow the carrier to receive the letter and inform his or her insurer. The respect of this procedure is essential, failing which the addressee loses any claim. Without negatively affecting the measures to be taken against the carrier, the claims concerning non-apparent qualities may only be considered if we are notified by registered letter with acknowledgement of receipt within thirty days after the reception of the goods, and if the products are kept in their original condition and in good conditions of storage. Beyond this period no claim shall be admissible. Furthermore, it shall be the purchaser's obligation to provide all the evidence as to reality of the defects or abnormalities declared. The Purchaser must make every effort as regards the seller to confirm these defects and remedy them. The Purchaser shall abstain from personally intervening or from having a third party intervene for this purpose. For the products sold packaged, the weights and measures on departure are deemed authentic.

**4.7 - Returns of goods.** No return of goods is accepted without our prior written agreement, whatever the grounds for the return. Any goods returned without this agreement shall be kept available for the purchaser and not be grounds for a credit-note. The products ordered by error shall not be collected except in case of exceptional prior written agreement. In case of authorised return or collection the goods returned shall be shipped carriage paid, travel at the purchaser's expense and risk, be accompanied by a return slip to be fixed on the parcel, and must be in the state in which they were delivered. Any return we accept shall entail the issuing of a credit-note in favour of the purchaser after qualitative and quantitative verification of the products returned; the returns that do not comply with the above procedure shall be penalised by the purchaser's loss of the deposits paid.

**4.8 - Packaging – Deposits.** Except for those sold packaging is deposited with customers. The deposit value is payable at the same time as the products and under the same conditions. It is refunded by posting a credit-note in the accounts which is only payable after our services have received the returned packaging. The empty packaging must be returned to our factory in good condition and FOC within a period of 3 (three) months, after which the seller reserves the right not to collect it.

Packaging bearing our brand or company name may only be used for our products and may in no case be used for products other than our own. Any infringement of this rule shall expose its author to prosecution and the payment of damages.

## **ARTICLE 5 – TERMS OF PAYMENT – DELAY – DEFAULT:**

**5.1 -** Only the definitive receipt of funds, and not delivery of a means of payment, constitutes payment.

Our invoices are payable net cash on receipt, unless otherwise expressly agreed in writing. We reserve the right to use other conditions, at no discount, and without having to give grounds for our decision. In the cases where we grant terms of later payment (within the maximum legal limits defined in Article L441-6 of the Commercial Code) the value date is calculated according to (i) the goods' date of shipment and in no case the date they are received by the addressee or (ii) the date of performance

of the services rendered and billed. No discount is applied for payment in advance. In case of renewal of a bill, the resulting costs and interest shall be at the expense of the purchaser.

**5.2** - The payment of the pre-series or prototypes, studies, developments and plans for participations in the tooling expenses and all other works preliminary works, if applicable, shall be made cash with order and at no discount.

**5.3** – Failure to pay when due shall entail a default event as of right and also for the payment of the other invoices even if paid by bills, and shall entitle us suspending as of right and without delay any production and/or performance until complete payment of all sums due, as well as expenses and the additional penalties for delay applicable as indicated below, without negatively affecting any other claims.

Pursuant to Article L441-6 of the Commercial Code the purchaser shall be liable for penalties calculated at the rate of interest applied by the European Central Bank to its most recent refinancing operation augmented by 10 (ten) percentage points, it being specified that the rate applicable during the first half of the year is the rate in force on 1 January of the year in question and that for the second half of the year concerned it is the rate in force on 1 July of the year in question. This interest for delay applies from the day following the date payable appearing on the invoice until its complete and effective payment, and concerns the sums due, include the expenses, penalties, and other additional accessories, the whole without any reminder or preliminary notice being needed and without negatively affecting any damages.

Moreover, pursuant to Articles L.441-6 and D.441-5 of the Commercial Code, any delay to payment entails as of right, besides the interest for delay above, the obligation for the purchaser to pay a lump-sum indemnity of 40 (forty) Euros for collection costs. An additional claim may be made, on production of receipts, when the collection costs shown are above the amount of the lump-sum indemnity. The purchaser must refund all the expenses occasioned by the collection, whether out of court or through legal action, of the sums due, including the fees of lawyers and court officers and all other procedure costs.

These interests and indemnities shall be outstanding even if the principal obligation has been partly performed.

**5.4** – Without negatively affecting the above, in the event of payment default, forty-eight hours after notice remaining unheeded, the sale shall be cancelled as of right if we see fit and we shall be entitled to demand the restitution of the goods/parts/products by interim proceedings, without negatively affecting any other damages. The cancellation shall concern not only the order in question but also, if we see fit and at our sole discretion, any other unpaid order whether delivered or being delivered and whether due or not.

**5.5** – In case of payment by commercial bill, the failure to meet the bill shall be deemed to be a refusal of acceptance equivalent to a payment default. Likewise, when the payment is in instalments the failure to pay a single instalment shall entail the immediate payability of the entire debt, without notice.

**5.6.** In no case may the payments be suspended or be the subject of any compensation without our prior written agreement.

**5.7** – Any partial payment shall first be imputed to the unprivileged part of our receivables, in priority to the interest and penalties (including interests for delay, the lump-sum indemnity, and the above expenses) followed by the sum owed in principal of which the payability is the earliest in date.

**5.8** – Any deterioration in the purchaser's credit may be grounds for demanding guaranties or payment in cash or by bill payable on sight before performance of the orders received. This shall be the case if a modification in the debtor's capacity or his or her professional activity, or if a transfer, lease, pledging, or transfer of his or her business assets has an unfavourable effect on the purchaser's credit.

## **ARTICLE 6 - GUARANTEES:**

**6.1** – Our guarantee and liability is strictly limited to replacing the parts/products/goods that our services acknowledge do not conform to our own or our suppliers' specifications, to the exclusion of any compensation on any grounds whatsoever, the client having the obligation of making the technical receipt before assembling our supply. No claim may be admitted based on specifications other than ours or our suppliers' unless we have expressly approved them in writing before the sale. As the user is subject to an obligation to verify we cannot be held liable for delivering non-compliant or defective products in the event that the purchaser has not himself conducted this verification nor had it conducted, or has conducted it partially, improperly, or belatedly.

**6.2** - Our technical and commercial information is provided simply to inform and without guarantee.

**6.3** – Our products are exclusively reserved for informed professionals having all the knowledge and skills needed for their proper use in compliance with current laws, regulations, brands, patents, drawings and models and for which they are strictly and solely liable; every purchaser so acknowledges in making an order. In case of resale of the products we refuse all contractual liability to the sub-acquirers.

**6.4** – In the event that parts are produced following a model or drawing supplied or accepted by the client, he or she undertakes to compensate us for all losses that may arise pursuant to the laws concerning intellectual property (patents, models, etc.).

**6.5** – In the event that the client alters, or has a third party alter, the allegedly defective parts, no invoice or expenses note shall be accepted except by our prior express agreement.

**6.5 – Exclusions.** The guarantee does not apply for apparent defects. Defects and deteriorations caused by usual wear and tear, simple passage of time, or by an external accident (mistaken assembly, defective maintenance, abnormal use...), or again by a modification of the product either unforeseen or not specified by the seller before the sale are also excluded.

#### **ARTICLE 7 - QUALITY:**

**7.1** – Our sub-contracting activity causes us to implement the best adapted means of production and verification provided to us so as to use them in the best conditions and to tend towards zero defects according to the plans, tolerances, and specifications that are expressly indicated to us and which we have accepted before the sale.

**7.2** – When placing an order the client must specify all the characteristics of the parts to be produced, especially as concerns the nuances in the materials, the reference standards and the general tolerance for the dimensions that are not given in the plans.

**7.3** – When the material or parts are provided by the client, in case of performance not conforming to specifications that does not result from an inherent defect and which concerns a number of parts exceeding the reject tolerances, we shall be obliged, at the client's choice, either to issue a credit-note equal to the making-up cost of the rejected parts, or to perform the work again using the material or parts necessary provided by the client.

**7.4** – Unless the contract has so provided expressly, we only admit liability for the loss or deterioration of the material or parts provided to us if serious neglect of the rules of prudence and diligence normally required for work of this nature according to the practices applicable in the profession is proven.

**7.5** – Rejections may not be grounds for any delay in paying the invoices for the parts acknowledged to be correct.

#### **ARTICLE 8 - RESERVE OF TITLE:**

**8.1** – All our products/goods remain our exclusive property until complete payment of their price in principal, interest, expenses, and accessories by the purchaser, that is to say the actual and definitive receipt of the price by our company.

**8.2** – The acceptance of the deliveries or documents appertaining to these deliveries is deemed to be

full and entire acceptance of this clause of reserve of title.

**8.3** – For the purposes of this clause the delivery of a cheque, a commercial bill, or a security creating an obligation to pay does not constitute payment. In the event of such a delivery the payment shall only be deemed to be made at the moment of the actual receipt.

**8.4 - The payment default even partial of any one of the instalments may entail as of right, and if we see fit, the termination of the sale and the recovery of the goods. The goods shall be returned to us at the purchaser's expense under the conditions defined in these sales conditions and the deposits already paid shall remain our property as compensation for the purchaser's negligent performance, without negatively affecting the other sums due.**

**Consequently, the purchaser undertakes not to pledge or charge them, to assure they are stored properly and to take out an insurance policy guaranteeing against the risks of loss, theft, or destruction of the said products subject to the reserve of title by informing the insurer of our property rights.**

**8.5 - These stipulations do not prevent, as from delivery, the transfer to the client of the risks of loss or deterioration of the products sold as well as of the damage they may occasion.**

**ARTICLE 9 - RESOLUTORY CLAUSE AS OF RIGHT:**

When the purchaser's credit deteriorates we reserve the right, even after partial delivery of an order, to demand the guarantees from the purchaser we judge appropriate for the proper performance of his or her contractual obligations. Both in the event that the purchaser refuses to do so as in the event that he or she fails to perform one of his or her obligations under these conditions we may terminate any order or sale without prior notice without negatively affecting the other stipulations of these GSC or to the damages we may claim from the purchaser.

**ARTICLE 10 - SETTLEMENT OF DISPUTES:**

**In the event of a dispute of any nature or of the contestation concerning the sales made by our company or application or interpretations of these GSC exclusive jurisdiction is attributed to the Commercial Court of LONS-LE-SAUNIER, which shall have sole competence, whatever the nature, cause, or place of the dispute and whatever may be the special sales conditions, even in the case of third-party action or plurality of defendants. The law applicable to all our sales is French law, regardless, in particular, of the place of delivery.**