

## 1. SCOPE OF APPLICATION

The present general sales conditions, as modified or completed where applicable by the further conditions set out in the orders, are the sole conditions applicable to contractual relations between JOUANEL and the purchaser, for services and sales of our «goods» (machines, parts, tools). Orders will be considered as accepted under the present conditions as from the time at which one of the following events has occurred: signature of the order by the purchaser, absence of comments on the purchaser's part concerning the present conditions within a period of eight days as from the date of confirmation of receipt of the order, or start of execution of the order.

## 2. CONDITIONS OF PAYMENT

Our goods must be paid for in TOURS, NETTO and without discount. In the event of any failure to pay at the due date, concerning either the total price or a part payment, all amounts due will bear interest ipso jure (at a rate equivalent to the European Central Bank base rate plus 7 points - Directive n°2000/35 dated 29/06/2000). Furthermore, if the amounts overdue are not settled within 30 business days as from the due date, compensation amounting to 5% of the total amount overdue inclusive of VAT will be invoiced to the purchaser, with a minimum of €80. Applying these provisions does not affect in any way JOUANEL'S rights to apply the other provisions set out in the present general conditions of sale. Moreover, if the purchaser fails to make any one of the part payments at the due date, the full price will be payable ipso jure 5 business days after notice to pay has been given by registered letter with acknowledgement of receipt, to no avail.

## 3. DELIVERY

The lead times shown are given without any commitments on our part, although we will do all in our power to avoid late deliveries. Under no circumstances can late delivery give right to cancellation of the order or any claims for compensation or damages.

## 4. TRANSPORT

Even if the goods are sent CARRIAGE PAID and packed by our staff, all risks and consequences arising from transport are borne by the recipients; in the event of damage, late delivery or missing goods, the recipients must take all necessary measures of recourse against the carriers directly.

## 5. GUARANTEES

We guarantee our goods against all defects in raw materials and manufacturing defects, for a period of 1 year as from the date at which the goods are made available in our workshops, provided that they have been used for the normal purpose for which they are intended, and kept in good working order through suitable servicing and maintenance. The warranty does not cover wear, if the defects noted are the result of negligence or carelessness in the use of our goods, an overload (even short-lived), a lack of maintenance or lubrication, or more generally misuse of the equipment. Our guarantee is strictly limited to repair or replacement of the parts found to be defective; all the corresponding transport and labour costs must be borne by the purchaser. Under no circumstances can we be held liable for any losses or damage caused directly or indirectly.

## 6. CONTRACT REVIEW

All knowledge of a major change in the purchaser's economic or financial situation, even after partial execution of the orders, can lead to review of the conditions of execution regarding the said orders, together with review of the general conditions of credit granted to the purchaser. We also reserve the right to require guarantees of payment at any time concerning our invoices.

## 7. CONTRACT TERMINATION

The sale will be cancelled ipso jure and without any further formalities if notice to pay sent to the purchaser remains to no avail for more than 15 days; such cancellation will release us from all obligations in the event of failure to pay any amounts at the due date, or non-compliance with any one of the obligations set out in the present general conditions of sale or in further sales conditions. The purchaser must return the goods to JOUANEL without delay, to the location stipulated by the latter, and bear all the resulting costs. The purchaser must also pay JOUANEL:

- Compensation for use amounting to 5% of the value of the goods inclusive of VAT per month, with any month begun being due in full, from the date of delivery to the date of return;
- Compensation for termination amounting to at least 10% of the value of the goods

## 8. COMPETENT COURTS

In the event of disputes concerning supplies or their payment, the tribunal de Commerce (Court dealing with trade disputes) from Tours is the sole competent court, whatever the conditions of sale and methods of payment accepted, and even in the case of introduction of third parties or joint defendants. The law applicable is French law.

## 9. RESERVATION OF TITLE

We expressly reserve title to the goods supplied until the date of receipt of their full payment (art. L621-122 et seq. of the French Code of Commerce). Notwithstanding the present clause, the purchaser is liable for all risks of loss or damage concerning the goods as soon as they have left our premises. Execution of such reservation of title leads ipso jure to compensation for all costs of repossession, reconditioning and depreciation; such costs are set at an inclusive amount of 30% of the value of the goods thus recovered.

## 10. LIABILITY

JOUANEL undertakes to deliver goods that comply with the regulations in force, the contractual specifications and the rules of good professional practice. Other than in a case of gross negligence by JOUANEL or compensation for bodily injury, JOUANEL's liability, taking all grounds together, is capped at the price of the goods concerned by the order.

Under no circumstances can JOUANEL be required to pay any amounts corresponding to consequential and/or indirect losses claimed by the purchaser, in particular losses of production, operating losses or loss of profits.