



Le Syndicat des Industriels de la Mécatronique

2009 version

**GENERAL BUSINESS CONDITIONS
FOR EQUIPMENT AND SYSTEMS
"Fluid Power Transmissions"**

**1. GENERAL PROVISIONS
CONTRACTUAL UNDERTAKING**

These General Conditions codify the professional customary practices of the oleo-hydraulic and pneumatic transmission industries.

The publication of the ARTEMA General Business Conditions on the ARTEMA website, on that of the supplier, and the transmittal of said general conditions by any electronic means, constitutes, according to the profession's customary practices, the usual forms for remittance of the General Business Conditions to the client, in accordance with the obligation set forth in Article L441-6 of the French Commercial Code. The supplier shall mention explicitly the address corresponding to said websites on its trade documents.

Said General Conditions are governed by sales law where they apply to the supply of standard products or products for which the characteristics are determined in advance by the supplier. Said General Conditions are governed by services agreement law and, where applicable, by sub-contracting law, where they apply to the manufacturing of a product on the basis of a *cahier des charges* (general specifications) or the provision of a service.

The proposed supply concerns solely the equipment and services specified in the offering, to the exclusion of all others.

Except in the event of a written derogation drawn up by mutual agreement, the client, due to the sole fact of having placed an order for equipment, a servo system or an on-site service listed in the supplier's offerings and plans, contractually accepts these General Business Conditions and warranty conditions.

The following matters are contractual: the Offering, the General Business Conditions, the General Intervention Conditions and the Order Confirmation which fix the conditions under which the supplier shall fill the order, as well as any other document from the supplier which amends or completes these General Business Conditions, the definition of the equipment drawn up by the client solely under the client's responsibility and the resulting technical specifications and the plans drawn up by the client under the client's responsibility.

The client is obliged to provide the supplier, in a timely manner, with all information required to fill the order. The plans drawn up by the client and remitted by the client to the supplier may under no circumstances trigger the liability of the supplier for matters other than those concerning the filling of the order placed.

Even if the supplier draws up the working drawings for the equipment ordered, the supplier shall not acquire the capacity of *maître d'oeuvre* (project manager) or installation designer.

Etanchéité – Guidages linéaires – Roulements – Transmissions hydrauliques, mécaniques, pneumatiques



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Any liability of the supplier is expressly limited to the products that form the purpose of its delivery and/or the performance of work related to its own supplies, to the exclusion of any extension of any kind whatsoever and of any direct or indirect consequence, both with respect to the installation designed and realised by the client and with respect to any claims by the user or any third parties whatsoever.

2. OFFERINGS

2.1 Nature :

- 1) The proposed supply shall include precisely the equipment and the service specified by the client in its consultation, with the supplier reserving the right to propose a supply or a service that is better adapted to the application notified by the client.
- 2) The equipment or services not included in the offerings may be the subject of complementary estimates drawn up upon request.

2.2 Studies and documents attached to the offerings

- 1) The documents, plans and diagrams attached to the offerings are provided on an indicative basis. The supplier may modify said documents, plans and diagrams until receipt of the order and even thereafter, subject to the sole condition of compliance with the requirements expressed, as specified by the client in its order.
- 2) The assembly or layout plans and diagrams attached to offerings are only rough ideas for solutions and may not bind the supplier. The client-assembler or integrator shall always undertake studies concerning layout, floor space requirements, compatibility and assembly and shall be responsible for compliance with the rules in force concerning health and safety, even if special equipment is supplied at the client's request, whether or not accompanied by documents. The supplier shall only warrant the compliance of the supply and the service with the specifications adopted in the supplier's order acceptance.
- 3) The supplier may, at the client's express request, study the feasibility of a project or make a technical description that must enable the client to draw up its *cahier des charges* (general specifications) or technical specifications. Said services shall be invoiced and may only trigger the supplier's liability in the event of gross misconduct by the supplier in failing to comply with good practices *secundum artem*.

3. INDUSTRIAL PROPERTY

All drafts, studies, sketches, plans, estimates, photographs, etchings, printed documents, etc. remitted by the supplier's agents, representatives or personnel shall remain the property of the supplier and must be returned to the supplier within eight days of its request, where the offering or supply thereof is not followed by an effective order for services or equipment.

The supplier shall retain full intellectual property to said documents and to the industrial property rights that may result therefrom. The client undertakes, in the same instance, to preserve the confidentiality of said documents and not to communicate, disclose, assign, reproduce or perform them without the supplier's specific, prior written authorisation.

4. ORDERS

4.1 Acceptance – Advance Payment – Filling – Modification – Cancellation

- a) The orders received shall be subject to acceptance by the supplier's appropriate Department. Said acceptance shall result either from a confirmation for the order issued by the supplier under the conditions set out above, or from a specific contract entered into between the client and the supplier, which sets forth the agreement of the parties on the conditions for filling the order and the general reference conditions, as well as any specific conditions.

- b) No order can be taken into account unless accompanied by the advance payment provided for in the offering.
Any delay in making the advance payment shall lead to an extension of the delivery deadline.
All advance payments received with orders shall definitively inure to the supplier, except in the event of a shortcoming by the supplier.
- c) All modifications to orders by the client that are subsequent to the initial order must be made in writing and contractual documents that substitute those originally provided must be remitted. Said modification exempts the supplier from compliance with the conditions under which the contract was initially concluded (prices, deadlines for performance and delivery) and that are shown on the confirmation for the order issued by the supplier. The new conditions of performance of the contract accepted by the supplier shall be specified in writing.
- d) Orders shall express the client's irrevocable consent; therefore, unless the supplier gives its express, prior agreement, the client cannot cancel orders. In this case, the client shall indemnify the supplier for all expenses incurred and for all the direct and indirect consequences that result therefrom.

The part of the service or the supply that is being provided or realised or in the process of being stocked on the date of the supplier's express acceptance of cancellation must be paid in full, without prejudice to the preceding paragraph.

An order that is in the process of being stocked shall be understood to mean not only the part of the order that is being filled, but also specific stock supplies, as well as those supplies from suppliers and sub-contractors that were not able to be cancelled, as well as irrecoverable on-site intervention expenses.

Where items are received in the absence of a client that cancelled its order, said receipt shall be deemed to have been in the presence of both parties.

4.2 Open orders

Without prejudice to the conditions defined in Article 1174 of the French Civil Code, open orders must meet the conditions listed below :

- The order shall be limited in time by the agreed deadline.
- The order shall define the characteristics and the price of the product.
- When the open order is placed, minimum and maximum quantities and completion deadlines shall be stipulated.
- The frequency of delivery instructions shall define the precise quantities and deadlines, which shall fall within the parameters of the open order.

If corrections are made by the client to the provisional estimates for the delivery schedule of a global, open order or delivery instructions differ by more than 20 % (positively or negatively) from the amount of said estimates, the supplier shall evaluate the consequences of said variations.

In the event of an upward or downward variation, the parties shall consult with each other in order to find a solution for the consequences of such variation, which consequences are liable to modify the balance of the contract to the detriment of the supplier.

In the event of an upward variation, the supplier shall make reasonable efforts to meet the client's requirement via the quantities and deadlines that are compatible with the supplier's capacities (in terms of production, transport, sub-contracting, human and financial resources, etc.)

4.3 Deadlines

The supplier shall make reasonable efforts to comply with delivery deadlines, which are given on an indicative basis; possible delays may in no way justify the partial or total cancellation of an order, or give rise to penalties, withholdings, notices of debit, damages or any indemnity whatsoever, except in the event of a stipulation to the contrary agreed on by the supplier and duly specified in the Order Confirmation, or upon expiration of a period of three months after formal notice to deliver served on

the supplier's registered office by registered letter with return receipt requested issued by the client. In all cases, a penalty clause accepted by the supplier may only be applied if the delay is the fault of the supplier and if such delay caused genuine harm confirmed by both parties. In any event, the penalties expressly accepted by the supplier shall constitute discharge and shall be exclusive of any other indemnities in this respect.

The deadline indicated shall only take effect after written agreement granted by the supplier's appropriate Department with respect to the modifications, regardless of the nature thereof, whether technical, financial, legal or commercial, made by the client to its previous *cahier des charges* (general specifications), diagram, nomenclature, technique or order.

The supplier shall be released from all undertakings concerning delivery deadlines by right :

- a) In the event that the payment conditions have not been complied with by the client and, in particular, in the event of late payment of the advance payment provided for in Article 4.2.
- b) In the event that the technical and commercial information and/or services or equipment to be provided by the client and that are required for the correct filling of the order do not reach the supplier in a timely or have been modified by the client.
- c) In the event of *vis major* or events such as: lockouts, strikes, epidemics, war, sabotage, requisition, fire, water damage, tooling accidents, scrapping of major parts during manufacturing, interruptions or delays in the transport or receipt of raw materials, as in the event of any other cause for total or partial layoffs by the supplier or its suppliers and, in general, any cause beyond the supplier's control.

The same shall apply for any delays in preparatory work, projects or studies, or for on-site services.

The supplier shall always make reasonable efforts to keep the client apprised, in a timely manner, of the occurrence or cessation of the events referred to above.

5. PRICE

- 1) When the supplier is consulted, the prices indicated in the supplier's offering are given as an indication only, unless an option deadline and a firm price or a price determinable independently of the intentions of the parties is specified.
- 2) Except in the event of provisions to the contrary, the supplier's offering is valid for a period of 1 month as from receipt of said offering by the client.
- 3) Prices shall be calculated net and without discount.
- 4) Any decrease in the quantity ordered shall automatically lead to a modification of the unit price proposed.
- 5) The prices indicated on the supplier's offering are exclusive of tax, with carriage and packaging being invoiced in addition.

6. AVAILABILITY – TRANSFER OF RISKS

6.1 Availability – Conditioning – Storage

All deliveries shall depart from the supplier's premises, under the client's responsibility.

Therefore, the client must assume responsibility for loading and transport and the liabilities that may result therefrom, as the risk is transferred to the client as from when possession is taken. The organisation of transport by the supplier shall be deemed to have been done so on behalf of the client.

The fact that the trade conditions negotiated encumber the supplier with the cost of transport may under no circumstances mean that the supplier has the obligation to assume liability therefor.

As the client is responsible for the removal of goods, if the client does not proceed with removal within the agreed timeframe, the supplier may invoice the client for additional storage costs.

Upon expiration of a timeframe of one month, and after service of formal notice by registered letter with return receipt requested, the supplier shall have the option of causing the goods concerned to be stored by a third party, at the client's expense.

These provisions in no way modify the obligations to pay for supplies and in no way constitute novation.

6.2 Transfer of risks

As soon as receipt in the factory is declared or the client has received notification that the supply ordered has been made available in the supplier's shops, the goods shall be deemed to be under the responsibility of the client, even if the supplier has physical custody thereof. Therefore, the client must take all measures to insure the goods for the value thereof, as the supplier's liability may in no way be triggered due to the total or partial destruction thereof or any damage to such goods.

The transfer of risks shall take place, according to the various circumstances listed below, and in the following ways:

1 - *Equipment that has not been subject to any specific check :*

As of the date of the sending of notice that the equipment has been made available.

2 - *Equipment received by the client in the supplier's workshops :*

When the client or the client's authorised representative signs the trial report or the formal record of receipt of the installation. If the client does not sign: the last day of trials or of receipt procedures.

3 - *Equipment received outside the supplier's workshops :*

On the date the equipment is made available to the client.

7. RETENTION OF TITLE CLAUSE

The supplier shall retain title to the sold goods until effective payment in full of the price, i.e. both the principal amount thereof and all additional costs related thereto. Failure to pay on any due date whatsoever may lead to reclamation of said goods. This retention of title clause does not preclude the transfer of risks, as specified in Article 6.2 above

8. TRIALS – BRINGING INTO SERVICE

1) Trials

Trials may be conducted on the equipment supplied by the supplier as from completion of construction thereof in its workshops, according to the supplier's standard procedure, at the latest current revision index, before notification of the supply being made available to the client. Said trials shall only concern the characteristics of the equipment supplied, and shall not take into account any specific use thereof by the client. Any request that falls outside the scope of said trial procedure must, in order to be included in the supplier's obligations, be stipulated in the order's specific conditions and the supplier's Order Confirmation and the terms and conditions thereof must include the definition of the supplier's precise obligations (and must, in particular, be the subject of a specific *cahier des charges*) and the corresponding costs shall be invoiced to the client.

2) Technical assistance with bringing into service

The client may ask the supplier to provide the client with technical assistance for trials of the supply in its workshops or when the supply is brought into service on-site.

Said on-site assistance shall be performed in accordance with the ARTEMA General Conditions of Intervention and, where applicable, with any technical specification that is liable to complete said General Conditions.

In order to be included in the supplier's obligations, said assistance must be stipulated in the order's specific conditions and the supplier's Order Confirmation and the terms and conditions thereof must include the exact definition of the supplier's obligations (in particular, the nature of the assignment, the qualifications of the personnel and the maximum duration of the intervention, etc.)

The assistance thus provided by the supplier cannot exceed that which is required for bringing into service the equipment delivered by the supplier, and cannot include the operation of the installation the client is responsible for designing.

The provision of this assistance by the supplier may in no way grant the client the capacity of *maître d'oeuvre* (project manager) or installation designer, or cause the supplier to bear the resulting liability.

9. RECEIPT

Receipt in the supplier's workshops is possible in the presence of the client.

On site receipt is also possible, once assembly has been completed, in the presence of the client and/or the user. The client must provide, free of charge, the energy, lubricants, fuel, water and any products, as well as the assistance, including manpower, handling resources and any installations required to make receipt tests. Where the date of receipt is fixed by the client, the supplier shall be informed at least 15 business days beforehand so that its representatives can be present, if need be.

The client may, when the order is placed, ask to check the equipment delivered, subject to the nature, terms and conditions of the checks that will be carried out in the supplier's workshops in the presence of the client being defined beforehand.

If the client is absent, receipt shall be carried out in accordance with the supplier's customary trial procedure and the equipment shall be deemed to have been received and compliant, in the presence of both the supplier and the client.

In the event of receipt with reservations, said reservations must be made precisely, exhaustively and, where required, duly documented as an appendix to the formal record of receipt.

10. PAYMENT

The payment conditions are as follows:

- 25 % advance payment by bank wire transfer or by cheque attached to the order, which shall give rise to an invoice
- 25 % when plans are remitted
- 25 % half way through the timeframe
- 25 % either when the completed manufactured item is made available to the client in the supplier's establishments, or, prorated according to when completed parts of the manufactured units are made available, even in the event of failure to collect by the client.

Payment periods : In accordance with the Law on the modernisation of the economy (LME) No. 2008-776 dated the 4th August 2008 (article L441-6 of the French Commercial Code) the period agreed by the parties for the settlement of the sums owed cannot exceed forty-five days end of month or sixty days from the date on which the invoice is issued. These provisions apply to all contracts concluded as of the 1st January 2009 – i.e. any firm order accepted as of this date.

Under these general terms, the payment period is either 45 days end of month or 60 days net. Derogation from this provision may be included in the specific terms, by agreeing on either a shorter “end of month” period or a net period of less than 60 days. The application of this law does not require shorter payment periods previously agreed to be modified.

Compulsory application in France and for export : This law is a law of public order, from which there can be no derogation. It is a “public order act” and applies whenever the delivery destination, Customer’s registered head-office or other element of the contract is located in a country other than France, provided there is a connection to France, such as the Supplier’s registered head-office.

Legal sanctions : In accordance with the Law on the modernisation of the economy (LME) No. 2008-776 dated the 4th August 2008 (article L442-6 of the French Commercial Code) the following are notably punishable by a civil fine of up to two million euros :

- subjecting a partner to conditions of payment which do not respect the legal limit,
- requesting that the supplier postpone the date on which the invoice is issued without a valid reason.

Down-payment : It is recalled that a down-payment is by definition paid in cash, without conditions of payment.

Contractual sanctions :

- The non-payment of an invoice or a down-payment shall entail the following:
 - 1) In accordance with the version of article L441-6 of the French Commercial Code introduced by the Law on the modernisation of the economy (LME) No. 2008-776 dated the 4th August 2008, any delay in payment shall result in the application of late-payment interest equal to the European Central Bank’s latest refinancing rate, plus a further ten points.
 - 2) At the seller’s discretion, the buyer shall be required to pay premiums amounting to three times the legal rate of interest.
 - 3) At the seller’s discretion, the balance of the price and invoices on account shall become immediately payable, regardless of the supplies to which they correspond.

Payment is only taken into account following actual receipt of funds.

Payments are made to the seller’s registered head-office and, failing agreement to the contrary, are made net and without discount.

10.1 Accelerated maturity clause (default event)

In the event that the payment conditions agreed are not complied with by the client, eight days after service of formal notice by registered letter with return receipt requested that has remained without effect, all amounts owed to the supplier shall become payable immediately and any subsequent payment must be made on the spot by cheque or by bank wire transfer.

10.2 Warranty disentitlement

In the event of non-compliance by the client with the contractual conditions of payment, the contractual warranty shall be suspended for as long as the client has not paid the supplier in full.

Cancellation of the order or non-payment of amounts owed to the supplier after formal notice to pay within eight days has been served by registered letter with return receipt requested, the warranty shall immediately lapse.

The warranty disentanglement may only be cancelled once the supplier has given its written agreement.

11. DEFEASANCE CLAUSE

In the event of non-compliance by the client with the contractual payment conditions, all sales concluded and not paid shall be rescinded by right if formal notice to pay served by registered letter with return receipt requested is not followed by payment on the spot by cheque or bank wire transfer within eight days.

12. USE OF THE TRADEMARK – OBSERVATIONS

The supplier's trademarks and trade name are protected by law.

All use of said trademarks and trade name on any media whatsoever that has not been approved beforehand in writing by the supplier renders the party responsible for such use liable to legal action by the supplier.

13. WARRANTY

13.1 Warranty of Equipment and Systems delivered :

13.1.1 The warranty shall only enter into effect after the bringing into service of the equipment and signature by the parties of a corresponding formal record of receipt, with or without reservations, under the conditions specified by Article 9 above.

13.1.2 The equipment supplied has a warranty for :

- 12 months after being brought into service
- or, a maximum of 2.000 hours of operating
- or, at the latest, 18 months after being made available.

The first of the 3 criteria to be fulfilled shall trigger the end of the warranty.

13.1.3 The warranty is strictly limited to the reconditioning, on the supplier's premises, of all appliances or parts acknowledged as being defective by the supplier's technical departments and which have been delivered carriage-paid to the supplier and insured by the client. The warranty does not cover visits by personnel for expert appraisals.

The warranty does not cover loss suffered by the client due to operating breakdowns.

The repair or replacement of parts during the warranty period cannot result in an extension thereof.

The warranty excludes all inadequacy of the equipment with respect to the desired objective, as the supplier is not the *maître d'oeuvre* (project manager) or designer.

Where the limit of the supply fixed with the client does not include the installation of the equipment in the machine, the bringing into service or the maintenance thereof, these are the exclusive responsibility of the client or the user. Therefore, any claim following negligence, improper surveillance or upkeep, and all damage caused by, but not limited to, oil losses, leaks, defects or operating problems with the cooling system, shall not fall within the scope of the warranty and shall be deemed services by the service provider and shall be invoiced at the tariff in force and according to the ARTEMA General Conditions of Intervention.

- 13.1.4 The warranty shall be refused and the supplier exempt from all liability in the following cases, where :
- a) The parts assembled by the supplier are replaced by parts of a different origin.
 - b) The appliances are modified or transformed in any way whatsoever, by any party whatsoever.
 - c) The technical problems are due to negligence, improper or unsuitable use of the appliances.
 - d) The personnel responsible for the operation of the equipment does not have the requisite training or skills, or up-to-date accreditation.
- 13.1.5 The warranty may only be granted if the supplier has had access to all types of data, as stipulated in the maintenance specifications, and which have been accepted by the supplier before the order and include, in particular, data required for the supplier's standard maintenance technical forms.
- 13.1.6 The warranty does not cover defects that result from information that is incorrect, incomplete, concealed or that is not disclosed to the supplier, as well as defects resulting from normal wear and tear or an operating condition that is not specified or not compliant with the installation technical documentation or non-compliance with the supplier's orders.
- 13.1.7 The supplier's liability is limited to this warranty. The amount of said warranty is limited to the price of the supply concerned that was ordered from the supplier and under no circumstances may extend beyond this, in particular to damage resulting from the unavailability of the installation or the equipment that forms the purpose of the contract or non physical damage, whether consequential or not. In accordance with Article 1386-15 of the French Civil Code, which results from French Law no. 98-383 of 19 May 1998, which transposed 85/374/EEC Council Directive of 25 July 1985 concerning liability for defective products, "it is agreed that the supplier shall not be held liable under said law, except with regard to personal injuries".
- 13.1.8 Where warranties concerning availability or performance are essential for the client, said requirements must have been clearly specified and agreed in writing with the supplier before the order. Failing this, the supplier's liability may not be triggered in any way if these requirements are not fulfilled.
- 13.1.9 The warranty is only applicable if the client has complied with the general obligations of the contract and, in particular, with the payment terms and conditions stipulated on the supplier's Order Confirmation.
- 13.1.10 Where the connecting hoses and bringing into service of the equipment or the appliance ordered are not entrusted to the supplier, granting the warranty shall be contingent on remittance by the client of a formal record of receipt of the service carried out, which must, in particular, include a copy of cleanliness certificate issued by the company which installed the connecting hoses and, in general, the certificate of assembly compliance that includes a list and the values of all settings made on the supply.

13.2 Warranty for repairs

- 13.2.1 If a defect that affects part of the products or services was repaired during the warranty period, the supplier shall be liable for defects in the repaired or replaced section according to the same terms and conditions as those applicable to the original products, for a period equal to that remaining for the original product or service warranty when the defect arose. Concerning the remaining sections of the products or services, the timeframe mentioned in clause 13.2 shall only be extended by a timeframe that is equivalent in length to the period during which the products were out of commission due to the defect.

13.2.2 In the event that the defect is not successfully repaired :

- a) The client shall be entitled to a reduction in the contract price, in proportion to the reduction in value of the products or services, provided that said reduction is not greater than 5 per cent of the contract price of the supply or service.
- b) If it becomes clear that the defect is so extensive that it denies the client the benefit of the contract to a very significant extent, the client may terminate the contract by sending written notice to the supplier. The client shall then be entitled to compensation for the harm suffered, capped at 5 per cent of the Contract Price for the supply or service.

13.2.3 The supplier shall not be required to dismantle the Constructions and to reassemble them, except in the event of an express contractual stipulation as a result of specific requisite knowledge. The costs of dismantling and reassembling the Constructions shall be borne by the client. If such special knowledge is not needed, the supplier will have complied with its obligations concerning defects insofar as it has delivered a duly repaired section or a new section as replacement for the defective section, to the client.

13.3 Warranty for on-site interventions :

13.3.1 The warranty for on-site interventions for damage or defects that arise before or after receipt is limited to the amount of the service contract or the value of the position of the corresponding order; said warranty shall only benefit the client if it is proved that such damage was caused by negligence on the part of the supplier or any party whatsoever under the responsibility of the supplier within the scope of performance of the contract.

The supplier shall, however, in no way be held liable for production losses, profit shortfalls or any other form of consequential economic loss.

13.3.2 The duration of the warranty applicable to interventions before or after receipt shall be equal to the remaining period of the warranty for the original product or service at the time the defect appeared. With respect to the remaining sections of products or services, the timeframe mentioned in clause 13.1.2 shall only be extended by a timeframe equivalent to the duration for which the products are out of commission due to the defect.

13.3.3 The warranty for on-site interventions for damage or defects following the end of the contractual warranty is limited to 3 (three) months and to the price of the defective service. The supplier shall, however, in no way be held liable for production losses, profit shortfalls or any other form of consequential economic loss.

14. ON-SITE WORK

All on-site interventions shall be performed in accordance with Recommendation RU-HP/2 in force concerning the requisite security for such work.

In the event of on-site work outside of France, the client must provide the supplier with assistance and all information on the specific legal and health constraints, and constraints in the event of an accident or incident, in the country where the intervention takes place.

15. WORK AND RETURNS

15.1 Claims

15.1.1 All claims for apparent defects or non-compliance must be made, under penalty of forfeiture, within eight calendar days of receipt or taking possession by the client of the supplier's supply or service.

Said notification must be accurate, detailed and substantiated and be sent by registered letter with return receipt requested or, if the urgency of the matter so requires, by telex or facsimile to the supplier's registered office.

15.1.2 In all other cases, the client undertakes, prior to any claim sent to the supplier, to carry out, in the supplier's presence and at the client's expense, the requisite research and investigations in order to justify the alleged shortcomings and to inform the supplier of the result thereof. The client may not cite the impossibility of carrying out an investigation or a trial on the sold item if the client is not, using the appropriate resources for the nature and specificities of the sold item, in a position to record any defects or the product's non-compliance.

15.1.3 All work or interventions carried out unilaterally by the client, without the prior agreement of the supplier or without informing the supplier beforehand, may not be the subject of any claim whatsoever against the supplier, as the supplier will not have had the opportunity of verifying any obligation it may have to make reparation.

15.2 Returns – Equipment that is difficult to transport

Returns will only be accepted if the supplier has granted prior authorisation in writing. Returns must reach the supplier's warehouse exempt of all expenses and must only contain goods that are brand new. Said goods shall be transported at the client's risks and shall be received by the supplier.

Returned goods cannot be reimbursed, but may only be exchanged with other supplies by the supplier.

In the event of an exchange, parts that are not part of the supplier's standard manufacturing may only be returned to the supplier after express, written authorisation.

Special appliances or appliances manufactured according to plans remitted by the client may not be returned or exchanged.

If the item is difficult to transport, or the cost of transport is too high, the client undertakes to agree to an investigation of the suspect equipment in the presence of both parties in the client's workshops, to the exclusion of all other places and authorises the supplier's authorised representative to carry out all useful trials and demonstrations on the site, construction site, workshop or machine, in order to establish the unfounded nature of the client's complaints. Where said expert appraisal requires the supplier's technical departments to refuse the return, all the expenses incurred by the supplier shall be exclusively borne by the client, which undertakes to pay said expenses as of receipt of the invoice.

16. REPAIRS OUTSIDE THE SCOPE OF ALL DEFECTS WITHIN THE SCOPE OF A REPAIR OR MAINTENANCE CONTRACT

Repair work shall only commence after written acceptance of the supplier's offer or estimate.

Where the estimate is not accepted by the client within a period of one month after the sending of the estimate or the offering, the costs of dismantling, reassembly, cleaning, trials, storage, expert appraisal, moving and accommodation and, where applicable, automatic return carriage-due before or after reassembly shall be borne by the client.

If the client requires repairs to be made before an estimate is drawn up, the repair work shall be undertaken as soon as possible and the client irrevocably undertakes to agree to the amount thereof, provided that said amount is determined in accordance with the supplier's price scales in force at the time of invoicing.

Except in the event of a maintenance or upkeep contract, the duration of unavailability and any financial consequences thereof may under no circumstances be borne by the supplier.

Except in the event of a specific contract, the client shall negotiate the dates and conditions under which the equipment may be repaired by the supplier, or the supplier's local representatives, as the supplier has no contractual obligation to use its own personnel and technical resources.

The warranty for repairs is limited to the obligation to recondition the equipment and parts supplied by the supplier and which have been acknowledged as defective by the supplier's technical departments and which have been provided to the supplier carriage-paid, in the supplier's workshops, at the supplier's expense and as quickly as possible. During the warranty period, the client shall remain responsible for and shall bear the cost of, manpower, dismantling and reassembling the equipment outside the supplier's workshops, the transfer costs of the defective equipment or of the replaced or repaired equipment, the travelling and subsistence expenses of the client's technicians.

17. DEROGATIONS FROM THE GENERAL CONDITIONS OF BUSINESS

None of the clauses shown on order forms or correspondence that reach the supplier may amend the clauses stipulated above, unless the supplier has freely granted its express agreement in writing.

18. APPLICABLE LAW AND CHOICE OF FORUM

The law applicable to the contract is French law.

In the event of a dispute, the client undertakes to seek an amicable arrangement with the supplier, before any legal proceedings.

In the event that no amicable arrangement is able to be reached, the courts having jurisdiction over the supplier's registered office shall alone have jurisdiction for all claims, whether for principal pleas, third party notices or compulsory joinders of third parties, interim proceedings in order to take urgent measures and even in the event of there being more than one defendant.

Deliveries, acceptances of payment or of dispatching against reimbursement or before delivery by the supplier shall not trigger the novation of or a derogation to this clause conferring jurisdiction.

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