

GENERAL TERMS OF ASSISTANCE

I - GENERAL PROVISIONS - CONTRACTUAL COMMITMENT

These General Terms codify standard industry practice for assistance provided in relation to mechatronics equipment and systems, covering both assistance provided following a supply of goods and assistance provided as a separate service. For assistance provided following a supply of goods, these General Terms of Assistance supplement Artema's General Terms of Business for parts, components and sub-sets and for the supply and installation of mechatronics equipment and systems.

The publication of Artema's General Terms of Business on Artema's website or the provision of the said general terms by any electronic means of communication constitutes, based on standard industry practice, the usual manner in which General Industry Terms of Business are provided. They are governed by the law of job contracts and, where applicable, by the law of sub-contracting agreements to the extent that they apply to the provision of a service.

Unless otherwise jointly agreed in writing, by placing an order for assistance set out in the Service Provider's proposals, the Customer is deemed by this act alone to agree to be contractually bound by these General Terms of Business.

The following constitute contract documents: the Proposal, the General Terms of Business where applicable, the General Terms of Assistance, the order acknowledgement fixing the terms and conditions under which the Service Provider shall fulfil the order and any other document issued by the Service Provider amending or supplementing these General Terms of Business, the definition of the equipment produced by the Customer under its sole responsibility and the technical specifications arising therefrom and the plans produced by the Customer under its own responsibility.

The Customer shall provide the Service Provider with all information required for the fulfilment of the order in a timely manner. The Service Provider may not, under any circumstances, be held liable for the plans produced by the Customer and provided by the Customer to the Service Provider, other than as regards matters relating to the fulfilment of the order placed.

Even where the Service Provider produces the plans for the production of the ordered equipment, the Service Provider shall not be treated as the project manager or designer of the installation.

II - DEFINITIONS

TERMS OF REFERENCE: All data and technical specifications issued by the Customer or transferred by the Customer to the Service Provider defining the technical characteristics that the supply of goods or provision of services must respect or meet.

CONTRACT: All of the Documents defining the obligations and rights of the parties for the fulfilment of the Order.

DOCUMENT: Any written document, consisting of one or more pages, including its appendices or special specifications, if any.

Étanchéité – Guidages linéaires – Mécatronique – Roulements – Transmissions hydrauliques, mécaniques, pneumatiques



MEMBRE
DE LA
FIM

✉ Artema 92038 Paris La Défense Cedex
Tél : + 33 1 47 17 63 09 - Fax : + 33 1 47 17 63 70
www.artema-france.org - info@artema-france.org
Association 1884 – SIRET 353 550 817 00020 – APE 9411Z

CUSTOMER:	Company that placed an order with the Service Provider for Assistance.
ASSESSMENT:	Description of a product, equipment, an installation and the operation and/or malfunction thereof, if any, that may also contain recommendations.
ASSISTANCE:	All supplies and services provided by the Service Provider concerning a product, equipment or an installation belonging to the Customer or a User.
PURCHASE ORDER:	Document issued by the Customer and sent to the Service Provider, in which the Customer and the Service Provider agree on the goods to be delivered or the service to be provided by the Service Provider.
SERVICE PROVIDER:	Company appointed by the Customer to provide the Assistance.
SUB-CONTRACTOR:	Company appointed by the Service Provider to fulfil part of the order.
USER:	Company that appointed the Customer to design and/or provide it with a product, equipment or an installation conforming to its Terms of Reference. If the User places an order for Assistance with the Service Provider directly, without going through a Customer, the User shall be treated as the Customer.



III - PURPOSE OF THE ASSISTANCE

- 1) The purpose of the Assistance provided by the Service Provider is either to:
 - carry out the hydraulic, pneumatic, mechanical and/or electronic-electrical activation of equipment supplied by the Service Provider,
 - carry out an Assessment of a product or equipment, whether or not including the Service Provider's products,
 - carry out an Assessment of equipment or a product with a view to renovating it, or
 - carry out an Assessment of equipment that the Customer believes is defective, in particular if the Customer intends to make a claim under the warranty.

The Assistance shall be provided on site, at the premises of the Customer or any third party in possession of the equipment.
- 2) The Customer shall provide the Service Provider with a precise schedule of condition and a precise analysis of the operation of the product or equipment for which the Assistance has been ordered (e.g. AFNOR 60-100).
- 3) The Customer or the User shall guarantee the truthfulness of the technical information supplied to the Service Provider, set out or noted in the schedule of condition.
- 4) Following the Assessment, the Service Provider may or may not repair the equipment or renovate it.

IV - SCOPE OF THE ASSISTANCE

- 1) The Assistance provided by the Service Provider is limited as follows, depending on the circumstances of the Assistance:
 - to carrying out the hydraulic, pneumatic and/or electrical activation of the goods supplied,
 - to carrying out an Assessment of the relevant goods,
 - to recommending, on the basis of the observations made and the data obtained, the steps to be taken to repair the damage sustained by the supplied equipment, or
 - to producing a technical description so that the Customer or the User may draw up Terms of

Reference for the modification, repair or replacement of the relevant goods.

The scope of the Assistance shall be specified in the order acknowledgement issued by the Service Provider on receipt of the Purchase Order.

- 2) The Assistance shall be provided in accordance with Artema's General Terms of Business, the Service Provider's schedule of charges for Assistance and all Documents in the Customer's possession. The said Documents form an integral part of the Contract.

Any derogation from the said Documents must be negotiated with the Service Provider and accepted by the Service Provider in writing, prior to the Purchase Order.

The price, the estimated completion time and the arrangements for the Assistance shall be stated in a precise Proposal.

- 3) The price may be based on the Service Provider's general schedule of charges for Assistance in force at that time, available from the Service Provider on request.

V - RESPONSE TIME

- 1) The Service Provider shall complete the Assistance within the agreed time.
- 2) The Service Provider shall have unrestricted access to the relevant equipment during the Assistance. The Customer or the User shall make the required fluids and technical resources available to the Service Provider.
- 3) If the response time for the Assistance, including, where applicable, the repair, renovation or acceptance after activation, is of the essence for the Customer and/or the User, the terms governing the compensation payable, if any, in the event that the said response time is not met, shall be negotiated and agreed by the parties before any order is issued.
- 4) This clause shall not apply if a force majeure event occurs.

VI - PAYMENT

1) Time for payment

Unless otherwise agreed, invoices shall be paid within thirty (30) days of the end of the month in which the invoice was issued.

The Service Provider shall be paid for the Assistance by bill, cheque or bank transfer.

A separate invoice need not be issued for the Assistance if it is followed by an order for goods and services or if it is already included in the amount of the order for the new equipment delivered.

It is noted that down payments are by definition paid immediately and in full and accordingly, no payment terms apply.

- 2) **Contractual penalties.** Pursuant to Article L441-6 of the French Commercial Code (*Code de Commerce*), in the event of late payment or a failure to accept and return a bill within fifteen (15) days of the date on which it is sent to the Customer, the supplier may, at its own discretion,
 - charge late payment interest at the European Central Bank's most recently published refinancing rate plus ten (10) percentage points. It is noted that the said rate may not fall below an amount equal to three (3) times the statutory interest rate,
 - terminate the contract, require the Customer to immediately pay the balance of the price and all invoices on account, for any supplies, and refuse to accept new orders.
- 3) **Debt collection fee.** Pursuant to the twelfth paragraph of Article L441-6 of the French Commercial Code, as amended by French Act No. 2012-387 of 22 March 2012, in the event of late payment, a fixed

debt collection fee of forty (40) euros shall become due and payable, by operation of law and on top of the late payment interest, as of the first day following the due date stated on the invoice. The said fee is payable under a provision introduced by the French Act of 22 March 2012, which came into force on 1 January 2013. The amount of the fee is determined in Article D441-5 of the French Commercial Code.

Pursuant to the above-mentioned Article L441-6, if the debt collection costs incurred exceed the amount of the said fixed fee, the supplier is also entitled to demand additional compensation on production of proof.

VII - CUSTOMER'S DECISION TO RENOVATE OR REPAIR EQUIPMENT

- 1) The parties expressly agree that the Assessment carried out by the Service Provider is binding on it in the event that an order for services or goods is placed following the said Assessment.
- 2) The Customer shall have a period of one (1) month from the date on which it receives the Assessment in which to place an order for the Assistance at the price and within the times proposed by the Service Provider. Thereafter, the prices, times and conditions proposed shall automatically lapse.

For the purposes hereof, "order" means the complete formal Document issued by the Customer, conforming to the Service Provider's proposal. The Service Provider shall not be contractually bound by a telephone call or by a fax that does not repeat in full all of the agreed terms and conditions.

VIII - STUDIES CONDUCTED OR SPECIFIC DOCUMENTATION OR EQUIPMENT ACQUIRED FOR THE ASSISTANCE

- 1) If the Service Provider needs to conduct studies or acquire specific documentation and/or equipment for the Assistance, the said studies, documentation and equipment shall remain the property of the Service Provider.
- 2) The provision of the service or the supply of the equipment shall not be construed as granting any right to the Customer or the User in the studies, documentation or equipment acquired or conducted by the Service Provider.

IX - UNFORESEEN WORK THAT PROVES NECESSARY

- 1) If unforeseen work proves necessary during the Assistance to allow the Service Provider to continue to provide its service, the Service Provider shall immediately inform the Customer in writing and provide a proposal setting out the price and completion times for the said work and the impact on the previously agreed times. An order shall be placed with the Service Provider for any unforeseen additional hydraulic, pneumatic or electrical work to be carried out by the Service Provider and an invoice shall be issued therefor. The Customer and/or the User shall carry out any other additional work at its/their own expense.
- 2) If the Customer or the User refuses to order or carry out the unforeseen additional work, the Service Provider may suspend performance of the pending service and performance of the original Contract. The said suspension shall extend the delivery times agreed for the installation or the equipment accordingly, by a period equal to the length of the suspension. If the Service Provider has not received a signed order modification or a signed order within one (1) month of notice of the suspension of the work, either party may terminate the Contract in force and the Customer shall bear the ensuing costs and compensation.

X - ACCEPTANCE OF THE INSTALLATION OR THE EQUIPMENT

- 1) The acceptance process is designed to verify the proper provision of the services and proper production of the supplies ordered. During the trials and tests forming part of the acceptance process, the Service Provider undertakes to replace any equipment supplied by it that proves to be defective free of charge.

- 2) The Assistance is accepted at the end of the tests performed after the hydraulic, pneumatic and/or electrical activation in line with the Service Provider's procedure unless the Customer asked for specific procedures to be followed. Acceptance shall be recorded in a report signed by the parties.
- 3) The warranty covering the Service Provider's installation, equipment or service only takes effect on the date on which the parties sign the acceptance report, with or without reservations. If reservations are issued, they must be validly and accurately listed in the report and documentary evidence should be appended to the report, where applicable.
- 4) The Customer must accept the work as soon as it has been informed that the work has been completed and that the contractually agreed test of the supplies has been conducted. The Service Provider shall correct any defects attributable to its service at its own expense.

The Customer may not refuse to accept the work in the presence of such defects, as the Service Provider has expressly agreed to correct the said defects.

If the defect was caused by circumstances attributable to the Customer or another person involved, or if the defect is minor and has no notable consequences for the Customer, the Customer shall accept the Assistance and correct the defects at its own expense or adapt to the defects.

- 5) If acceptance is delayed, through no fault of the Service Provider, the work shall be deemed to have been unconditionally and tacitly accepted one (1) week after notice of the completion of the work.
- 6) Once accepted, the Service Provider is released from all liability for detectable and apparent defects unless the Customer listed the said defects in the acceptance report at the time of acceptance.

XI - SAFETY

The Service Provider shall provide its services on site in accordance with Recommendation RA 003.HP.

Pursuant to the specific requirements set out in the French Employment Code (*Code du Travail*) applicable to work carried out at an establishment by an external provider, the Customer shall co-ordinate preventative measures on its site.

The said measures shall be defined following a joint inspection of the places of work and a risk analysis. Where applicable, they shall be recorded in a written prevention plan in accordance with Article R.4511-1 of the French Employment Code. The said plan shall be implemented for the entire term of the Contract.

XII - ASSISTANCE TO BE PROVIDED BY THE CUSTOMER

- 1) The Customer shall, at its own expense, support the response team during the carrying out of the work and ensure that they are covered by the same level of protection as its own employees.
- 2) The Customer shall take such steps as are necessary to protect the persons and property at the place where the Assistance is provided. The Customer shall inform the team leader or the fitter of the safety and accident prevention rules in force. The Customer must inform the Service Provider of any violations of the said safety rules by the response team.

XIII - TECHNICAL SUPPORT TO BE PROVIDED BY THE CUSTOMER

- 1) The Customer is required to provide technical support, at its own expense, in particular in accordance with the following provisions:
 - i) Provision of suitable workers as required (builder, carpenter, ironsmith and other specialists, labourers), in the number and for the time required for the Assistance. The said workers shall follow the instructions given by the response manager. The Service Provider is not responsible for the said workers.

- ii) Carrying out of all excavation, building, foundation and structural (scaffolding) work, including the provision of the required materials.
 - iii) Provision of the required heavy equipment and tools such as lifting appliances, compressors and mobile forges as well as the required consumables (for example: scaffolding bars, wedges, supports, cement, cleaning and waterproofing equipment, lubricating equipment, fuel, pulleys and belts etc.).
 - iv) Provision of heating, lighting, the necessary driving force, water, including linking up and connections.
 - v) Evacuation of all water-sensitive materials (or in contact with water).
 - vi) Provision of locked dry premises to store devices and tools brought by the response team.
 - vii) Transport of attachments to the place where the Assistance is being provided, protection of the said attachments and assembly equipment from any risk of damage whatsoever. Cleaning of attachments.
 - viii) Provision of a day-room and work areas protected from all risk of theft (with heating, lighting and bathroom installations) and first aid.
 - ix) Provision of equipment and performance of all other operations, in particular implementation of safety measures, required for the smooth running of a contractually agreed test.
 - x) Implementation of technical safety measures to protect the response team.
- 2) The technical support provided by the Customer must enable the response team to start work as soon as it arrives and to carry out the work without any delays until the equipment is accepted by the Customer. The Customer shall be invoiced for any delay or waiting time.
 - 3) If the Customer fails to meet its undertakings, the Service Provider may carry out the operations for which the Customer is responsible in its place and stead and at the Customer's own expense and risk.

The Service Provider's rights determined under the applicable legislation remain unchanged for all other matters.

XIV - ASSEMBLY COMPLETION TIMES, PASSING OF RISK

- 1) All information relating to assembly completion times is approximate only.
- 2) If, exceptionally, a binding completion time is agreed, the Service Provider shall be deemed to have met the said time if the equipment is ready for acceptance by the Customer by the completion date and for any contractually agreed tests.
- 3) If there is a delay in assembly owing to circumstances beyond the Service Provider's control, the completion time shall be extended by a reasonable period. This also applies if such circumstances occur when the Service Provider is already running late. The Customer shall bear the costs incurred by the delay.
- 4) An order may not be cancelled owing to a delay. If the Service Provider fails to complete on time: where special agreements provide for penalties, the said penalties may not, under any circumstances, exceed 0.5% per full week late, capped at 5% of the value of the late service.

Late completion penalties may only be applied if the Customer has shown that the delay was caused exclusively by an act or omission of the Service Provider and that it caused a genuine loss to be sustained. They may not be applied unless the Customer informs the Service Provider thereof in writing, at the time the order is placed, and confirms its intention to apply the said penalties at the scheduled time of delivery. The said penalties constitute liquidated damages and release the Service Provider from all liability and no other form of compensation shall be payable.

- 5) The Customer shall bear the risk of assembly.

XV - WARRANTY - LIABILITY

- 1) The Service Provider warrants the proper operation of its supplies and the provision of its services in accordance with Artema's General Terms of Business in the Customer's possession.

The warranty does not cover defects arising from erroneous or incomplete information provided to the Service Provider or from information dissimulated from or not disclosed to the Service Provider, as well as defects arising from normal wear and tear or operation in conditions that are not specified in the technical documentation for the goods covered by the Assistance or that fail to conform thereto. It constitutes the Service Provider's sole liability for the operations carried out in the form of Assistance.

- 2) After acceptance of the installation, the Service Provider is liable for defects in the Assistance which appear within three (3) months of acceptance, to the exclusion of any other claims made by the Customer to the extent that it must correct the defect itself. If the Customer detects a defect, it must immediately inform the Service Provider thereof. The Customer's right to bring a claim under the warranty lapses three (3) months after the date on which the defect was detected.
- 3) During the trials and testing of the relevant goods, the Service Provider shall provide a technical warranty for its supplies free of charge.
- 4) After acceptance and during the contractual warranty period, the Customer undertakes to immediately inform the Service Provider of any alleged operating problems verified using methods that are suitable for the nature and specific features of the relevant goods.
- 5) If availability or industrial performance guarantees have been requested by the Customer, the definition of the performance targets and the consequences of the said commitment must be recorded in a special agreement entered into between the parties prior to the issue of the Purchase Order.
- 6) The warranty only applies if the Customer has fulfilled the general obligations of the Contract and, in particular, if it has complied with the payment terms.
- 7) The Service Provider shall not be liable if the defect was caused by circumstances attributable to the Customer or another person involved, or if the defect is minor and has no notable consequences for the Customer.
- 8) The Service Provider shall cease to be liable if the Customer carries out modifications or repairs without the Service Provider's prior written consent.

XVI - CUSTOMER REPLACEMENTS

If, for reasons beyond the Service Provider's control, equipment or tools supplied by the Service Provider are damaged or lost during transportation or on the assembly site, the Customer must compensate the Service Provider therefor. No compensation is payable for normal wear and tear.

XVII - CONFIDENTIALITY

The parties mutually agree to comply with a general confidentiality obligation covering any and all information (documents in any form whatsoever: discussion papers, plans, electronic data interchanges) shared in connection with the preparation and performance of the Contract.

As a general rule, the Customer acknowledges that any and all confidential information whatsoever relating to the Service Provider has been disclosed to it solely for the purposes of the Contract and solely so that it may make its decision. However, the confidentiality obligation does not cover information that was already in the public domain when the Contract was concluded and information already known to the Customer on a legal basis.

XVIII - EARLY TERMINATION AND CORRESPONDING TERMINATION PROVISIONS

- 1) This clause applies to terminations requested by the Service Provider on the ground of a breach by the other party of any of its obligations under the Contract.
- 2) The Service Provider may terminate the Contract one (1) month after formal notice to no effect stating the alleged breach and its decision to terminate under this clause.

XIX - WRITTEN NOTICES AND ADDRESS FOR SERVICE

- 1) Any notice given under the Assistance Contract shall only be deemed to be valid if it is given in writing at the Service Provider's registered office.
- 2) For the purposes hereof, "in writing" means by any document signed by a party and delivered to the other party or any information transmitted to a party by the other party on paper, in an e-mail or by fax allowing the person sending the notice to be identified.

FOR ALL OTHER MATTERS, ARTEMA'S GENERAL TERMS OF BUSINESS APPLY

**Filed with the Expert Assessments and Industry Practice
Office (*Bureau des Expertises et des Usages Professionnels*)
of the Paris Commercial Court,**

On 24 June 2013 under number 2013039328

✉ Artema - 92038 Paris La Défense Cedex
Tél : + 33 1 47 17 63 09 - Fax : + 33 1 47 17 63 70
<http://www.artema-france.org> – info@artema-france.org



MEMBRE
DE LA
FIM