

GENERAL TERMS OF BUSINESS FOR THE SUPPLY AND INSTALLATION OF MECHATRONICS EQUIPMENT AND SYSTEMS

I - GENERAL PROVISIONS - CONTRACTUAL COMMITMENT

These General Terms codify standard industry practice for mechatronics equipment and systems.

The publication of Artema's General Terms of Business on Artema's website or the disclosure of the said general industry terms by any electronic means of communication constitutes, based on standard industry practice, the usual manner in which the General Industry Terms are provided.

They are governed by sales law whenever they apply to the supply of standard products or products whose characteristics have been determined in advance by the supplier. They are governed by the law of job contracts and, where applicable, by the law of sub-contracting agreements whenever they apply to the manufacturing of a product in line with terms of reference or the provision of a service.

Unless otherwise jointly agreed in writing, by placing an order for equipment, a system or a service set out in the supplier's proposals and plans, the customer is deemed by this act alone to agree to be contractually bound by these General Terms of Business and warranty.

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

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

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

II - PROPOSALS

1) Nature

- i) The proposed supply shall correspond exactly to the equipment and service specified by the customer in its request for proposals, as accepted by the supplier. The supplier reserves the right to propose a supply or service that is better adapted to the customer's intended use.

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

- ii) Additional quotes may be issued for equipment or services that are not covered by the proposals, on request.

2) Studies and documents appended to proposals

- a) The documents, plans and diagrams enclosed with proposals are provided for information purposes only. The supplier may modify them until receipt of the order, and even afterwards, provided solely that the expressed needs, as stated by the customer in its order, are met.
- b) The assembly or set-up plans and diagrams enclosed with proposals are merely rough outline solutions and the supplier may not be held liable therefor. Any customer assembling or integrating the supplies must always conduct set-up, sizing, compatibility and assembly studies and shall be personally responsible for ensuring compliance with the health and safety rules in force, even if special equipment is supplied at the customer's request, whether or not accompanied by documents. The supplier only warrants that the supplies and services conform to the specifications adopted in the supplier's order acceptance.
- c) At the customer's express request, the supplier may study the feasibility of a project or produce a technical description to enable the customer to produce its terms of reference or technical specifications. The said services will be invoiced to the customer and the supplier shall only be liable therefor if its failure to comply with best industry practice constitutes a form of gross negligence.

III - INTELLECTUAL PROPERTY

Any and all projects, studies, plans, quotes, photographs, print-outs etc. handed over by the supplier's agents, representatives or staff are the property of the supplier. They must be returned on request, within eight (8) days of the supplier's request, if the proposal or the supply of the said documents is not followed by an actual order for services or equipment.

The supplier shall fully retain the intellectual property in the said documents and the industrial property rights that may arise therefrom. The customer also undertakes to maintain the confidentiality thereof and not to disclose, publish, transfer, reproduce or perform them without the supplier's prior written special consent.

The supplier's brands and name are protected by law. Any person using the supplier's brands or name on any medium whatsoever without the supplier's prior written consent may be prosecuted by the supplier.

IV - ORDERS

1) Acceptance - Down payment - Fulfilment - Modification - Cancellation

- a) Orders received are submitted to the supplier's relevant managers for acceptance. Orders are treated as accepted when the supplier issues an order acknowledgement in accordance with the provisions set out above or when a special contract is entered into between the customer and the supplier recording the parties' agreement on the terms and conditions for the fulfilment of the order and the general reference terms and conditions as well as any special terms and conditions.
- b) Orders will only be processed if the down payment provided for in the proposal is made when the order is placed.
If the down payment is made late, the delivery time shall be extended accordingly.
Any down payment made at the time of the order will not be refunded unless the supplier defaults.
- c) Order modifications made by the customer after its original order must be submitted in writing along with the new contract documents replacing the original ones. The said modifications release the supplier from its obligation to comply with the terms and conditions of the original contract (price, order fulfilment and delivery times) set out in the supplier's order acknowledgement. The new terms and conditions for the performance of the contract accepted by the supplier shall be specified in writing.
- d) Orders are irrevocably binding on the customer. Accordingly, the customer may not cancel the order

without the supplier's prior express consent. In such a case, the customer shall indemnify the supplier from and against all costs incurred and all direct and indirect consequences arising therefrom.

The part of the service or supply that has been fulfilled or is in the process of being provided or pending on the date on which the supplier expressly consents to the cancellation shall be paid for in full, without prejudice to the provisions of the foregoing paragraph.

For the purposes hereof, "pending" means not only the part of the order that is in the process of being fulfilled but also specific supplies held in stock and those ordered from suppliers and sub-contractors that could not be cancelled as well as irrecoverable on-site assistance costs.

If the acceptance process is carried out in the absence of a customer that has cancelled its order, it shall be deemed to be binding on the customer.

2) Delivery times

The supplier shall endeavour to meet delivery times, which are approximate only. Under no circumstances may the customer cancel all or part of the order or charge penalties, withhold sums, issue debit notes or claim damages or any other form of compensation owing to a late delivery, unless otherwise provided and agreed by the supplier and stated in the order acknowledgement or unless the customer sends formal notice to deliver to the supplier's registered office, by registered post with acknowledgement of receipt and the supplier fails to deliver within three (3) months of the said formal notice. In all cases, penalty clauses accepted by the supplier may only be applied if the delay has been caused by an act or omission of the supplier and if it has caused a genuine loss, acknowledged by both parties. In any case, penalties expressly accepted by the supplier release it from all liability and no other compensation shall be payable in this respect.

The stated delivery times only take effect once the supplier's relevant managers consent in writing to the technical, financial, legal, commercial or any other type of modifications made by the customer to its previous terms of reference, diagram, technical nomenclature or order.

The supplier is released, by operation of law, from any commitment relating to delivery times:

- a) If the customer fails to comply with the payment terms, in particular a failure to make the down payment provided for in Clause 4.1 on time.
- b) If the customer fails to provide the supplier with the technical or commercial information and/or the services or equipment that it is required to provide for the proper fulfilment of the order by the required date or modifies the foregoing.
- c) If a force majeure or other event occurs, such as: lock-out, strike, epidemic, war, sabotage, requisition, fire, water damage, tool accident, rejection of a material part during the manufacturing process, interruptions or delays in transport or receipt of raw materials, as well as any other reason causing all or part of the staff of the supplier or its own suppliers to be laid off and, more generally, any reason beyond the supplier's control.

The same shall apply for any delay in the preliminary work, projects or studies and for on-site services.

The supplier shall endeavour to keep the customer informed at all times and in a timely manner about the occurrence or suspension of the events referred to above.

V - PRICES

When the supplier replies to a request for proposals, the price stated in the supplier's proposal is approximate only unless otherwise stated.

Unless otherwise provided, the supplier's proposal is valid for one (1) month as of the customer's receipt of the proposal.

All prices are calculated as net prices, without discount.

If the customer reduces the quantity ordered, the unit price proposed shall automatically be modified.

The prices in the supplier's proposal are stated exclusive of taxes and carriage and packaging costs.

VI - READINESS FOR COLLECTION - PASSING OF RISK

1) Readiness for collection - Packing - Warehousing

All goods are delivered ex-works, at the supplier's premises, under the customer's own responsibility.

Accordingly, the customer shall be responsible for loading and transporting the goods and shall bear the liabilities arising therefrom, as the risk passes to the customer when it takes possession of the goods. If the supplier arranges the transportation of the goods, it is deemed to have organised it on the customer's behalf.

If the supplier bears the cost of transporting the goods under the negotiated commercial terms and conditions, this may not, under any circumstances, be construed as meaning that the supplier is liable for the transportation of the goods.

As the customer is responsible for collecting the goods, if the customer fails to arrange the collection of the goods within the agreed time, the supplier may invoice the customer additional warehousing costs.

After one (1) month and after formal notice sent by registered post with acknowledgement of receipt, the supplier may arrange for the relevant goods to be warehoused by a third party at the customer's expense.

These provisions may not be construed as making any modifications to the payment obligations for the supplies and they shall not be treated as a novation.

2) Passing of risk

As soon as the ordered supplies have been accepted at the factory or the customer has been informed that they are ready for collection at the supplier's warehouse, the customer shall be treated as being liable for the goods even if the supplier retains physical custody thereof. Accordingly, the customer shall take such steps as are necessary to insure the value of the goods, as the supplier shall not be liable in the event that all or part of the goods are destroyed or the goods are damaged in any way whatsoever.

Risk shall pass, in the following cases, as stated below:

- i. Equipment that is not subject to any specific controls:***
On the date on which notice that the goods are ready for collection is sent.
- ii. Equipment accepted by the customer at the supplier's workshops:***
When the customer or its agent signs the test certificate or the acceptance report for the installation. If the customer fails to sign: the last day of testing or of the acceptance process.
- iii. Equipment accepted other than at the supplier's workshops:***
On the date on which the goods are ready for collection by the customer.

VII - RETENTION OF TITLE CLAUSE

Title to the goods sold shall not pass to the customer until it has paid for the goods in full, covering both the principal amount and any incidental charges. If the customer fails to pay any instalment on time, the supplier may reclaim possession of the goods. This retention of title clause applies notwithstanding the passing of risk as set out in Clause 6(2) hereof.

VIII - INSTALLATION - TESTING - ACTIVATION

1) Limitation applicable to on-site installations

Unless otherwise provided or an additional proposal is issued on request, the following are not included in the proposal for on-site installations: the fluid recommended by the supplier's technical department;

the electrical control, monitoring and servo-control equipment required for the operation of the installation as well as the corresponding electrical diagrams falling outside the scope of the manufacturing carried out by the supplier; the flexible or inflexible connections and piping required to join up the devices as well as the corresponding set-up study falling outside the scope of the manufacturing carried out by the supplier where components or sub-sets are supplied; set-up, connection and roll-out work which may, however, be covered in a special proposal issued on request; all packaging and protection work and equipment.

a) Testing

Tests may be carried out on the equipment supplied by the supplier as soon as it has been completed at its workshops, following the latest version of the supplier's standard procedure, prior to informing the customer that the supplies are ready for collection. These tests only cover the characteristics of the equipment supplied, with no regard for the customer's specific intended use. In order to form part of the supplier's obligations, any request beyond the scope of this testing procedure must be stated in the special terms and conditions of the order and in the supplier's order acknowledgement and the arrangements for the testing must define the supplier's exact obligations (which, in particular, must be recorded in specific terms of reference). The corresponding costs shall be invoiced to the customer.

b) Technical activation support

The customer may ask the supplier to provide it with technical support during the tests carried out on the supplies at its workshops or during on-site activation.

The said on-site support shall be provided in accordance with Artema's General Terms of Assistance as well as, where applicable, any technical specifications supplementing them.

In order to form part of the supplier's obligations, the said support must be stated in the special terms and conditions of the order and in the supplier's order acknowledgement and the arrangements for the support must define the supplier's exact obligations (in particular the nature of the assignment, staff qualifications, maximum length of the assistance etc.) and the cost of this service to be invoiced to the customer.

The support provided by the supplier as stated above may not exceed that which is necessary for the activation of the equipment delivered by the supplier and may not extend to the operation of the installation, designed by the customer.

By providing this support, the supplier may not in any way be deemed to be acting as the project manager or designer of the installation and may not be treated as having any liability arising from such a role.

IX - ACCEPTANCE

The acceptance process at the supplier's premises may be carried out in the customer's presence.

The on-site acceptance process, once it has been assembled, may be carried out in the presence of the customer and/or the user. The customer shall provide the power, lubricants, fuel, water and any product as well as support, including labour, handling equipment and any installation required for the acceptance testing process free of charge. Where the date of acceptance is to be fixed by the customer, the supplier must be given prior notice thereof, at least fifteen (15) business days in advance, to allow it to arrange for its representatives to be present, if any.

When placing the order, the customer may ask to carry out controls on the delivered equipment, provided that the nature of the said controls and the arrangements for the control process to be carried out at the supplier's workshops, in the supplier's presence, are defined in advance.

If the customer fails to attend, the goods shall be accepted in accordance with the supplier's normal testing procedure and the equipment shall be deemed to have been accepted as conform jointly by the parties.

If reservations are issued during the acceptance process, an exhaustive and precise list must be drawn up

and, where applicable, documentary evidence should be appended to the acceptance report.

X - PAYMENT

1) Payment terms

Payment terms and conditions. The following payment terms and conditions apply:

- 25% down payment by bank transfer or cheque enclosed with the order, following which an invoice will be issued,
- 25% when the plans are handed over,
- 25% halfway through the delivery time, and
- 25% when the goods are ready for collection by the customer at the supplier's premises, either for the whole of the manufactured goods or in proportion to the number of units manufactured, even if the customer fails to collect the goods.

Time for payment: Pursuant to the French Modernisation of the Economy Act (*Loi de Modernisation de l'Economie* or *LME*) No. 2008-776 of 4 August 2008 (Article L441-6 of the French Commercial Code (*Code de Commerce*)), the time agreed between the parties for payment of the sums owed may not exceed forty-five (45) days end of month or sixty (60) days as of the invoice date.

The parties may derogate from this rule, in the form of special terms and conditions, by agreeing a shorter "EOM" period or a shorter "Net" period. Shorter times for payment may be agreed.

Mandatory Act, France and export: The said Act is a mandatory public policy law and cannot be derogated from by the parties. It applies even if an element of the contract is located abroad (place of invoicing or delivery).

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

Payment is deemed to have been made when the funds are actually made available and not before.

Payment shall be made at the supplier's registered office, and unless otherwise agreed, the net amount should be paid, with no discount.

2) Late payment

Contractual penalties: Pursuant to Article L441-6 of the French Commercial Code, 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.

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.

Debit notes. The customer expressly agrees not to automatically debit from the supplier's account or automatically invoice the supplier for any sums that have not been expressly acknowledged by the supplier as payable by it. Any sum automatically debited shall constitute an outstanding amount and the foregoing provisions on late payment shall apply to the said amount and the customer may be liable

under the provisions of Article L442-6(I)(8) of the French Commercial Code.

3) Event of default - sums owed

If the customer fails to comply with the agreed payment terms, the whole of the sums owed to the supplier shall become immediately payable in full and any future payment shall be made immediately in full, by cheque or bank transfer, eight (8) days after formal notice sent by registered post with acknowledgement of receipt to no effect.

4) Event of default - warranty

If the customer fails to comply with the contractual payment terms, the contractual warranty shall be suspended until the customer has paid the supplier in full.

The warranty shall lapse, with immediate effect, if the customer cancels the order or fails to pay the sums owed to the supplier within eight (8) days of formal notice to pay sent by registered post with acknowledgement of receipt.

The warranty may only be resumed with the supplier's written consent.

XI - CANCELLATION CLAUSE

If the customer fails to comply with the contractual payment terms, all sales concluded that have not been paid for shall be cancelled by operation of law if the customer fails to pay in full by cheque or bank transfer within eight (8) days of formal notice to pay sent by registered post with acknowledgement of receipt.

XII - WARRANTY

1) Warranty covering the equipment and systems delivered

- i) The warranty only takes effect once the equipment has been activated and the parties have signed the corresponding acceptance report, with or without reservations, in accordance with the provisions of Clause 9 hereof.
- ii) The equipment supplied is covered by the warranty for:
 - twelve (12) months after activation, or
 - a maximum of 2,000 hours of operation, or
 - eighteen (18) months after it was ready for collection at the latest.

The warranty shall cease to apply when the first of these three conditions is satisfied.

- iii) The warranty only covers the correction of any defects in any devices or parts acknowledged to be defective by the supplier's technical department at the supplier's premises, returned to the supplier carriage-paid and insured by the customer. It does not cover sending employees to the customer's or other premises for assessment.

The warranty does not cover loss sustained by the customer owing to equipment downtime.

The warranty period will not be extended following the repair or replacement of parts during the warranty period.

The warranty does not cover the fitness of the equipment for the intended purpose as the supplier is not acting as a project manager or designer.

Where the scope of the supplies fixed with the customer does not include the installation of the equipment in the machine, its roll-out or its maintenance, the customer or the user shall be exclusively responsible therefor.

Accordingly, the warranty does not cover any claim following negligence or a lack of surveillance or maintenance or any damage caused by, but not limited to, a loss of oil, leaks or a defective or malfunctioning cooling system and such matters shall be dealt with by the supplier separately and

invoiced at the price in force, in accordance with Artema's General Terms of Assistance.

- iv) The warranty shall not apply and the supplier shall be released from any liability in the following cases:
 - a) The parts assembled by the supplier are replaced by parts supplied by another supplier.
 - b) The devices are modified or transformed in any manner whatsoever by any person.
 - c) The damage was caused by negligence or a misuse or improper use of the devices.
 - d) The staff members responsible for operating the equipment do not have the required training and skills or up-to-date authorisations.
- v) The warranty shall only apply if the supplier was granted access to all types of data as stated in the maintenance manual previously accepted by the supplier prior to the order, including, in particular, the data in the supplier's standard maintenance specification sheets.
- vi) The warranty does not cover defects arising from erroneous or incomplete information provided to the supplier or from information dissimulated from or not disclosed to the supplier, as well as wearable parts and defects arising from normal wear and tear or operation in conditions that are not specified in the installation's technical documentation or that fail to conform thereto, or from a failure to follow the supplier's instructions.
- vii) If availability or performance guarantees are essential for the customer, these requirements must have been clearly specified and agreed in writing with the supplier prior to the order. Failing this, the supplier may not be held liable if these requirements are not met.
- viii) The warranty only applies if the customer has fulfilled the general obligations of the contract and, in particular, if it complies with the payment terms and conditions set out in the supplier's order acknowledgement.
- ix) Where the supplier has not been appointed to install the piping or activate the equipment or products ordered, the warranty shall only apply once the customer has provided the supplier with an acceptance report for the service provided, which must include a certificate of compliance for the assembly of the installation including a list of all adjustments made to the supply and the value thereof and for hydraulic and pneumatic transmissions, a copy of the hygiene certificate issued by the contractor that installed the piping.

2) Repairs under the warranty

- i) If a defect affecting part of the products or services has been repaired under the warranty, the supplier shall be responsible for any defects in the repaired or replacement part under the same terms and conditions as apply to the original products for a period equal to the remainder of the warranty period for the original product or service when the defect occurred. For the remaining parts of the products or services, the time period referred to in Clause 13.2 will only be extended by a period equal to the product downtime owing to the defect.
- ii) If the supplier fails to successfully repair the defect:
 - a) The customer shall be entitled to a reduction in the price of the contract in proportion to the reduction in the value of the products or services. However, the said reduction is capped at five per cent (5%) of the price of the supply or services contract.
 - b) If the defect proves to be a material defect that deprives the customer to a great extent of the benefit of the contract, the customer may terminate the contract by giving the supplier written notice thereof. In such a case, the customer shall be entitled to compensation for the loss sustained capped at five per cent (5%) of the price of the supply or services contract.
- iii) Unless otherwise expressly agreed by contract owing to the fact that special knowledge is required, the supplier is not required to dismantle or reassemble the structures. The customer shall bear the cost of dismantling and reinstalling them. If such special knowledge proves unnecessary, the

supplier shall have fulfilled its obligations in relation to defects as soon as it has delivered a repaired or replacement part to the customer.

XIII - LIABILITY

- a) Definition. The supplier's liability is strictly limited to its compliance, or the compliance of its sub-contractors, with the expressly agreed contractual specifications. The supplier shall produce the equipment or provide the service requested by the customer in accordance with best industry practice.
- b) Limits. The supplier's civil liability, for all claims other than personal injury or gross negligence claims, is limited to the amount of the supplies received on the date of performance.

The supplier is not required to compensate the harmful consequences of breaches or defaults by the customer or third parties in relation to the performance of the contract or damage caused by the customer's use of technical documents, information or data issued by the customer or imposed by the customer.

The supplier shall not, under any circumstances, be required to compensate direct and/or indirect non-material damage such as operating losses, loss of profits, loss of chance, disruption to its business or loss of earnings etc.

- c) Implementation. The supplier may only be held liable if the customer has first established the existence of the damage, the existence of wrongful conduct by the supplier and the fact that the damage was caused by the said wrongful conduct. In the absence of a decision issued by a court of law having force of law, the said elements may only be established by a settlement, previously negotiated and agreed between the parties, in accordance with the statutory requirements.
- d) Waiver of recourse. The customer agrees to waive all rights of recourse against the supplier and the supplier's insurers and to procure that its insurers and third parties in a contractual relationship with it also waive all such rights, beyond the limits and exclusions determined in these general terms.

XIV - ON-SITE WORK

Any assistance to be provided on site shall be carried out in accordance with the Recommendation RA 003.HP in force on safety matters for such work.

In the event of work to be carried out on a site located abroad, the customer shall provide the supplier with such support and information as is necessary on the special legal or health and safety constraints or in the event of an accident or incident in the relevant country.

XV - COMPLAINTS AND RETURNS

1) Complaints

- i) Any complaint relating to a patent defect or lack of conformity must be made within eight (8) calendar days of acceptance or the taking of possession by the customer of the supplies or service provided by the supplier, failing which the complaint will be invalid.

The said notice must be precise and detailed and reasons must be stated. It must be sent by registered post with acknowledgement of receipt or for urgent matters, by fax to the supplier's registered office.

- ii) In all other cases, the customer undertakes, prior to making any complaint to the supplier, to have such joint research and inspections carried out as are necessary, at its own expense, to establish the alleged breaches, and to inform the supplier of the results thereof. The customer may not assert that it is impossible to inspect or test the goods sold unless it has made the necessary arrangements to record the alleged defects or nonconformity using methods that are suitable for the nature and specific features of the goods sold.

- iii) The customer shall have no right of recourse against the supplier concerning any work or assistance carried out or provided unilaterally by the customer, without first informing and obtaining the supplier's consent, as the supplier will have been deprived of its right to verify whether it had an obligation to repair.

2) Returns - Equipment that cannot be easily transported

The supplier's prior written consent is required before returning any goods. The said goods must be returned to the supplier's registered office, at the customer's expense, and only goods in their original factory condition may be returned. They shall be transported at the customer's risk and shall be accepted by the supplier.

No refunds are given for returned goods. The supplier shall replace or exchange the returned goods with or for other supplies.

In the event of an exchange, parts that do not form part of the supplier's standard products may only be returned with the supplier's express written consent.

There is a no returns, no exchange policy for special devices manufactured on the basis of plans provided by the customer.

If the goods cannot be easily transported, or transport costs are too high, the customer undertakes to accept a joint inspection in its workshops, to the exclusion of any other location, of the relevant equipment and hereby authorises the supplier's appointed representative to perform such tests or demonstrations as are appropriate at the relevant site, building site, workshop or on the relevant machine, in order to demonstrate the futility of its complaints. If the supplier's technical department refuses to accept the return following the said assessment, the customer shall exclusively bear all costs incurred by the supplier and the customer undertakes to pay the said costs on receipt of the corresponding invoice.

XVI - EXCEPTIONS TO THE GENERAL TERMS OF BUSINESS

Nothing in the purchase orders or correspondence sent to the supplier may be construed as amending the foregoing clauses unless expressly accepted in writing by the supplier of its own free will.

XVII - GOVERNING LAW AND JURISDICTION

The contract is governed by French law.

In the event of a dispute, the customer undertakes to endeavour to settle the matter amicably with the supplier before issuing any legal proceedings.

If an amicable settlement cannot be reached, any dispute shall be subject to the exclusive jurisdiction of the courts of the place of the supplier's registered office, for main claims, third party claims for indemnity or impleader, third party notices and expedited proceedings for urgent measures and even for cases involving multiple defendants.

Deliveries, acceptances of payment or shipping against reimbursement or prior to delivery by the supplier shall not be construed as a novation of or an exception to this choice of forum clause.

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 2013039324

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