

1. APPLICATION OF GENERAL TERMS OF SALE – ENFORCEABILITY OF GENERAL TERMS OF SALE

These general terms of sale (GTS) form the basis of commercial negotiation and are systematically sent or given to all buyers so they can place orders. Therefore, unless agreed otherwise, placing an order implies that the buyer has fully and unreservedly accepted these general terms of sale, excluding all other documents such as brochures or catalogues issued by the seller which are only for information purposes. Therefore, any contrary terms raised by the buyer will not be enforceable against the seller, unless they have been expressly accepted, regardless of when they might have been brought to its attention. The fact that the seller does not assert any one of these general terms of sale at a given time cannot be interpreted as a waiver of the right to rely on any one of the said terms at a later date.

2. ORDERS

A contract is only formed subject to the express acceptance of the order by the supplier. The order is accepted in writing. When an order is expressly accepted by the supplier, closed or open, this implies that the customer has accepted the supplier's offer. Unless agreed otherwise, confirmation of the order implies that the buyer has accepted the seller's terms of sale, read them thoroughly and declined to assert their own terms of purchase.

2.1 Closed orders

Closed orders firmly indicate the products ordered and the quantities, prices and delivery dates concerned.

2.2 Open orders

Without prejudice to the terms defined by article 1174 of the Civil Code, open orders shall meet the conditions mentioned below. Unless otherwise agreed, they are deemed to be accepted for a non-fixed period and can be cancelled by the supplier subject to six months notice. They define the features and price of the product.

The terms of open orders, particularly prices and delivery dates, are agreed on the basis of the supplier's offer based on production forecasts. If the customer corrects the provisional estimates of the schedule of the overall open order produced on signature of the initial contract and this correction increases or reduces the amount of the said estimates by more than 20%, the supplier assesses the consequences of these variations. In this case, the parties shall meet to find a solution to the consequences of this adjustment likely to modify the balance of the contract to the detriment of the supplier.

2.3 MODIFICATION AND CANCELLATION OF ORDERS

Modifications or cancellations of orders requested by the customer can only be taken into account if they obtain the express prior agreement of the supplier. If the seller does not accept the modification or cancellation, the customer will compensate the supplier for all costs incurred (including in particular specific equipment, study costs, labour and supply costs, stocks and in-process, tools) and for all the direct and indirect consequences that result.

3. PREPARATORY AND INCIDENTAL WORKS RELATING TO ORDER

All plans, studies, descriptions, technical documents or estimates given to the other party are provided on a loan basis for the purposes of assessing and discussing the supplier's commercial offer. They will not be used by the other party for other purposes or disclosed to a third party without the prior agreement of the supplier. The supplier retains all the material and intellectual property rights relating to the loaned documents. These documents must be returned to the supplier at its first request.

Samples or prototypes given to the customer are covered by strict confidentiality and cannot be disclosed to a third party without the supplier's express permission.

4. PACKAGING AND DEPOSIT

Packaging is returnable except when it is sold to the customers. The deposit is paid at the same time as the products and under the same terms. It is reimbursed by a credit posted to the account and is only due after the seller has received the returned packaging. Empty packaging must be returned in a good condition and free of charge, to the SEAC plant in Saint-Étienne (42). Packaging with the seller's mark on it can only be used for its products and cannot under any circumstances be used for other products. Parties violating this rule may be the subject of criminal proceedings and liable for the payment of damages. The supplier does not take back non-returnable packaging. The customer undertakes to dispose of it, at its cost, in accordance with local environmental legislation.

5. PRICES

Products are supplied at the price in effect on the delivery of the order which is expressed in Euros plus the VAT applicable on the date of the order; any change in the rate can be passed onto the price of the products or services. The material part of the final product sold can be adjusted by the supplier according to market variations. Unless specially agreed, prices are net, EXW Ex Packaging, excluding taxes, on the basis of the price lists given to the buyer. Any taxes, dues, fees or other charges to be paid in accordance with French regulations or the regulations of an importing country or a transit country are paid by the buyer.

6. DELIVERY

6.1 Terms

Delivery is made in accordance with the order either by directly handing the product over to the buyer, or by a simple notice of readiness, or by delivery to a shipper or carrier in the seller's premises.

6.2 Delivery dates

Deliveries are only made according to availability and in the order of arrival of orders. The seller is authorised to make complete or partial deliveries. Delivery dates are indicated as exactly as possible but depend on the seller's supply and transport capacities. If delivery times are exceeded, this cannot give rise to damages, retentions or cancellations of current orders.

The following are considered to be force majeure events releasing the seller from its delivery obligation: war, riot, fire, strikes, accidents, its own inability to obtain supplies.

The seller will inform the buyer promptly of the cases and events listed above.

In any case, products can only be delivered on the dates agreed if the buyer has fulfilled its obligations vis-a-vis the seller.

6.3 Risks

Products are delivered carriage paid and travel at the risk of the recipient in all cases. The recipient is required to note damaged or missing products as necessary and confirm such issues by extra-judicial instrument or registered letter to the carrier within three days after receipt of the goods.

7. ACCEPTANCE

Without prejudice to the measures to be taken vis-à-vis the carrier, if there are visible defects in the products or they do not match the products ordered or indicated in the delivery notice, claims must be made in writing within one week of the arrival of the products.

It will be the responsibility of the buyer to provide any proof in support of the defects or problems recorded. It shall assist the seller in any way in recording these defects itself and correcting them. It shall not carry out any repairs itself or allow a third party to do so. For products sold in packaging, the initial weights and measures are authoritative with regard to the quantities delivered.

8. RETURNS

8.1 Terms

Product returns require a formal agreement between the seller and the buyer. Any product returned without this agreement will be kept for the buyer and a credit note will not be issued. The costs and risks of returns are always assumed by the buyer.

Goods returned are accompanied with a return note attached to the package and must be in the condition in which the supplier delivered them.

8.2 Consequences

In the case of visible defects or non-conformity of the products delivered, duly recorded by the seller under the conditions mentioned above, the buyer can obtain free replacement or reimbursement of the products as chosen by the seller, with the exclusion of any compensation or damages.

9. GUARANTEES

The liability of the supplier is limited to the production of parts in accordance with the specifications and/or plans and/or briefs and/or descriptions provided by the customer. It does not in any case extend to the design of the parts. Any advice on the shape and features thereof is given for information only. The customer retains full liability for the industrial result.

In general, there is no guarantee for incidents resulting from accidental cases or force majeure.

10. RESERVATION OF TITLE

The supplier retains full ownership of the goods that are the subject of the contract until the invoice price is paid in full. However, once these goods have been delivered, the customer assumes liability for the damages they might sustain or cause for any reason whatsoever. Until payment in full, the goods cannot be resold, processed or incorporated without the prior agreement of the supplier. If the buyer fails to respect one of the payment due dates or if reservation of title is infringed in any way, the supplier can demand the return of the products at the cost of the buyer, by registered letter, without losing any of its other rights, until the buyer fulfils all of its obligations. To allow the supplier to exercise its right to establish title, the buyer undertakes, at its first request, to allow an inventory of the parts in its possession, without the need for any procedure of any kind whatsoever. In addition, the supplier can automatically cancel the contract by registered letter. In addition to its obligation to return the goods, without prejudice to any other damages, the buyer will be liable for a cancellation penalty set at 20% of the amount excluding tax of the contract not performed, assessed on the date of cancellation.

11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All intellectual property rights and know-how incorporated into the documents provided, products delivered and services carried out remain the exclusive property of the supplier.

A contract must be signed with the supplier for any assignment of intellectual property or know-how.

In all cases, the supplier reserves the rights to dispose of its know-how and the results of its own research and development work.

11.1 Confidentiality clause

The customer is committed to a general confidentiality obligation relating to all verbal or written information whatsoever and in whatever form exchanged in the context of the preparation and performance of the contract except for information that is generally known by the public or information that will become known other than through the fault or action of the customer. Consequently, the customer undertakes that it will:

- keep all confidential information strictly secret and, in particular, never divulge or disclose, in any way whatsoever, directly or indirectly, all or some of the confidential information to anyone whatsoever, without the prior written permission of the seller;
- not use all or some of the confidential information for purposes or for an activity other than the performance of the contract;
- not make any copies or reproductions of all or some of the confidential information;
- take all necessary measures to ensure this confidentiality obligation is respected, throughout the term of the contract and even after it expires, and ensure all of its employees respect this obligation.

11.2 Indemnification in case of infringement clause

The customer guarantees that at the time the contract is signed, the contents of the plans and specification and the conditions of implementation thereof do not use intellectual property rights or know-how held by a third party. It guarantees it can freely use them without violating a contractual or legal obligation.

The customer indemnifies the supplier for the direct or indirect consequences of any action for liability resulting in particular from an action for infringement or unfair competition.

12. INVOICING AND PAYMENT

An invoice is drafted in Euros for each delivery.

Payments will be made according to the following terms: forty five days end of month.

In the case of late payment, the seller can suspend all current orders, without prejudice to any other means of action.

Any sum not paid on the due date indicated on the invoice automatically incurs the application of penalties calculated at three times the statutory interest rate from the day after the payment date indicated on the said invoice.

In the case of non-payment, forty eight hours after a notice remains without effect, the sale will be cancelled as of right if the seller sees fit and the seller can make an interim application for the return of the products, without prejudice to any damages. The cancellation will apply not only to the order in question but also all previous unpaid orders, whether they are delivered or in the process of being delivered and whether payment is due or not. In the case of payment by bill, failure to return the bill will be considered as refusal of acceptance classed as non-payment. Similarly, when payment is staggered, non-payment of a single instalment will render the whole debt immediately payable, without notice.

In all the above cases, sums due for other deliveries, or for any other cause, will become immediately payable if the seller does not opt for the cancellation of the corresponding orders.

13. JURISDICTION - DISPUTES

In the case of a dispute relating to the interpretation or performance of their agreements, the parties will seek an amicable solution prior to any legal action and will provide each other with all necessary information to this end.

Failing amicable agreement of the dispute within a maximum of six months, the courts of Saint-Étienne (42) will have sole jurisdiction in the case of any proceedings of any kind or disagreement relating to the formation or performance of an order, unless the seller prefers to refer to any other competent jurisdiction.

This clause applies even in the case of interim proceedings, additional application or multiple defendants or guarantee proceedings and whatever the mode and terms of payment; jurisdiction clauses that may exist on the documents of buyers cannot prevent the application of this clause.