

GENERAL TERMS OF SALE

ARTICLE 1: SCOPE

These General Terms of Sale of SAS REPPLUS whose registered office is located at 1 rue Constant Dugras 51390 ROSNAY, FRANCE, registered with the Trade Register of REIMS under No. 338.317.555, shall apply to all sales by REPPLUS, irrespective of the clauses included in the purchaser's documents, *inter alia* its general purchasing conditions and regardless of the capacity of the purchaser, consumer, merchant or professional.

Pursuant to applicable regulations, REPPLUS reserves the right to make exceptions to some clauses of these General Terms of Sale, depending on the negotiations carried out with the purchaser to arrange special terms of sale.

Moreover, REPPLUS may be required to set up specific Terms of Sale which deviate from these General Terms of Sale depending on the type of customer in question. Said terms are determined based on objective criteria.

In this case, the specific Terms of Sale shall apply to all operators which meet said criteria.

These General Terms of Sale and the quoted rates and scales regarding discounts, rebates and reductions, are considered to be expressly accepted by all purchasers who represent and acknowledge that they have read them in full and thus relinquish the right to make any claim based on any contradictory documents, in particular their own General Purchasing Conditions.

ARTICLE 2: ORDERS - RATES

Sales shall only be complete and final after REPPLUS has given its express written acceptance of the customer's order. REPPLUS shall ensure in particular that the requested products are available.

Orders must be confirmed via a written purchase order duly signed by the purchaser.

With regard to products manufactured by REPPLUS, given that said products are custom-made, their price shall be set out contractually depending *inter alia* on the dimensions, selected materials, quantities and difficulties involved in their implementation. They shall be included in the customer's order confirmation.

Sourced products are supplied at the rate mentioned in the catalogue published by REPPLUS or, as applicable, in the quotation sent to customers.

Products are supplied at the current rate on the day the order is placed or, as applicable, the rate in the specific quotation sent to the purchaser.

These prices are firm and non-revisable during their period of validity as stipulated by REPPLUS.

Prices are net, exclusive of VAT, ex-works and packaging.

They do not include transport nor any customs costs and insurance which shall be incumbent upon the purchaser.

Once the order has been confirmed, the customer may not request any changes, insofar as orders are filled based on drawings and the products are custom-made and not transferable. Changes may be accepted at REPPLUS' discretion if it has not begun to fill the order and has not incurred any costs in relation thereto. In this case, the parties shall set out the changes in writing as well as the new pricing conditions and any price adjustments.

If the order is cancelled by the purchaser after acceptance by REPPLUS, for whatever reason, except in the event of force majeure, an amount equal to 5% of the total invoice shall be retained by REPPLUS as compensation for the loss suffered.

Special pricing conditions may be applied depending on the specific properties requested by the purchaser regarding *inter alia* the delivery or payment conditions and times.

A special commercial proposal shall therefore be transmitted to the purchaser by REPPLUS.

Finally, as regards orders for first use products (which have not been tested for the use intended by the purchaser), a production order shall be required by REPPLUS and the purchaser waives any liability claim against REPPLUS if the product, although compliant with the order, does not satisfactorily meet the use for which it had been intended.

ARTICLE 3: PAYMENT CONDITIONS

In principle, the price shall be payable in full in a single instalment within 30 (thirty) days on the 15th (fifteenth) of the month following the delivery or according to the instructions included on the invoice, unless a down payment has been agreed at the time of the order.

Pursuant to Articles L.441-6 and D.441-5 of the French Code Commercial Code, in the event of late payment of the amounts due by the purchaser beyond the aforementioned time limit, and after the date of payment stated on the invoice sent to the purchaser, late payment penalties calculated at the rate of 3 (three) times the legal interest rate of the purchase price, including tax, stated on the aforesaid invoice shall be automatically applied by REPPLUS, without the need for any formality or formal notice. In addition, all amounts due by the purchaser shall become immediately payable without

prejudice to any other action that REPPLUS may be entitled to bring against the purchaser in this respect.

Moreover, in this case, the professional customer shall lawfully be liable for the payment of a fixed rate amount of € 40 (forty euros) as compensation for collection, as well as additional compensation upon substantiation of the incurred amount.

Furthermore, should the customer not comply with the above payment conditions, REPPLUS reserves the right to suspend or cancel the delivery of the purchaser's orders in progress or suspend fulfilment of its obligations.

Any down payment made by the purchaser shall remain in REPPLUS' possession as fixed rate compensation without prejudice to any other action that REPPLUS would be entitled to take against the purchaser in this respect.

Failing this, REPPLUS shall be entitled to delay the delivery until presentation of this supporting document.

With regard to sourced products, the purchaser may receive discounts, rebates and price reductions containing the REPPLUS price listing depending on the quantities purchased or delivered by REPPLUS on a single occasion and in a single location or depending on the regular frequency of its orders.

Article 4: Retention of title - Right of retention

REPPLUS shall retain ownership of the goods and products sold until full payment of the price is received from the purchaser, allowing it to reclaim the products in the event of non-payment. However, the risk of loss and damage to the goods and products shall be transferred to the purchaser when the ordered goods and products leave its warehouses.

As a result, the purchaser shall take out appropriate insurance at its expense, to insure the ordered products and goods on behalf of REPPLUS until the property rights have been fully transferred and shall provide proof of this upon delivery.

REPPLUS reserves a right of retention on equipment deposited at its premises for repair or after-sale service, until the customer has paid the full price.

With regards to deposited equipment which is no longer the property of REPPLUS, REPPLUS shall not be held liable for any damage which may be caused to said entrusted equipment during the period of deposit as well as during transport of the equipment to and from its premises. The customer shall be responsible for purchasing the related insurance policies.

ARTICLE 5: DELIVERY - TRANSPORT

The goods and products purchased by the customer shall be delivered within a leadtime which shall be specifically set for each order, in order to take into account its specific

features and which shall begin as from receipt by REPPLUS of the duly signed corresponding purchase order.

Said delivery time shall not be a strict deadline and REPPLUS shall not be held liable to the purchaser for any late delivery that does not exceed 30 (thirty) days.

In the event of delay in excess of this time limit, the purchaser shall be entitled to request termination of the sale and all down payments made shall be returned by REPPLUS.

REPPLUS shall bear no liability for any late or suspended delivery ascribable to the purchaser, a third party (e.g. the carrier) or a force majeure event.

The delivery shall be made to the location specified by the purchaser in its order. Notwithstanding the above retention of title clause, the products and goods shall be shipped at the purchaser's risk and the purchaser shall be responsible for taking out insurance against this risk.

Unless specifically requested by the purchaser, products and goods shall be shipped on a "no value" basis. In the event of loss, damage or delay, the consignee must take required action against the liable carriers.

The purchaser shall be responsible for checking the condition of the goods on delivery.

In the absence of any reservations submitted in writing by the purchaser within a period of 72 (seventy-two) hours following the delivery, unless the customer can prove that unpacking took place after the delivery, in which case said time limit shall start as from unpacking, the products delivered by REPPLUS shall be considered as compliant in terms of the quantity and quality stipulated on the order.

The purchaser acknowledges that the carrier is responsible for making the delivery; REPPLUS shall be considered as having fulfilled its delivery obligation when it has transmitted the sold goods and services to the carrier which has accepted them without reservation.

The purchaser shall not be entitled to take any action against the loader, REPPLUS, in the event of faulty delivery of the carried goods.

Should the purchaser have special requirements about the conditions of packaging or transport of the ordered products and said requirements have been duly accepted by REPPLUS in writing, the costs related thereto shall be subject to specific additional invoicing.

REPPLUS shall promptly replace at its expense the delivered products and goods whose lack of conformity has been duly proven by the purchaser and of which it has received notice within the aforementioned 72 (seventy-two)-hour period.

ARTICLE 6: REPPLUS' LIABILITY - WARRANTIES

Sourced products are covered by the manufacturer's warranty. Products manufactured by REPPLUS are covered by a 1 (one)-year warranty as from the delivery date, in relation to nonconformity of the ordered goods and any latent defects, stemming from faulty materials, design or production affecting the delivered products and making them unfit for the use for which they are intended.

Said warranty shall be limited to the replacement or refund of the nonconforming or defective products. Under no circumstances shall REPPLUS be held liable for the harmful consequences arising from the use of such nonconforming or defective products.

No warranty or liability shall be accepted in the event of improper use, negligence or faulty assembly or maintenance by the purchaser, or in the case of normal wear of the goods or product, force majeure or the actions of a third party.

In order to assert its rights, the purchaser of a product manufactured by REPPLUS shall inform REPPLUS in writing of the existence of the nonconformity or defect within a maximum period of 3 (three) days as from detection thereof, under penalty of forfeiture of any action related therewith.

REPPLUS shall replace or repair the products (or parts) under warranty which are considered defective.

Said warranty shall also cover labour costs.

The replacement of the defective products (or parts) shall not extend the warranty term as set above.

The purchaser shall take action against the manufacturer as regards sourced products.

Article 7: Intellectual Property

REPPLUS shall remain the owner of all intellectual property rights in the studies, drawings, designs, models, manuals, prototypes, etc. created, even at the purchaser's request, for the supply of the purchaser's orders and is protected by French, European and International intellectual property laws.

The purchaser shall refrain from any reproduction or use of said studies, drawings, designs, models, manuals, prototypes, etc. without the prior written consent of REPPLUS which can make it conditional on financial compensation.

Any full or partial reproduction is strictly prohibited and may incur the perpetrator's civil and criminal liability.

ARTICLE 8: APPLICABLE LAW - LANGUAGE OF THE CONTRACT

The contracts and the General Terms of Sale which are binding between the purchaser and REPPLUS are governed and subject to French law and shall be drawn up in French.

If they are translated into one or more languages, only the French text shall prevail in the event of dispute.

ARTICLE 9: ALLOCATION OF JURISDICTION

All disputes arising from the validity, construction, performance, termination and the consequences of these General Terms of Sale and the contract binding the purchaser and REPPLUS, shall be brought before the Court of Commerce of REIMS (Marne, France).

ARTICLE 10: PERSONAL DATA PROTECTION

Customers are informed that REPPLUS processes personal data in order to manage and monitor customer orders and their invoicing.

Customers are hereby informed that the collection of said personal data is required for the fulfilment of the order entrusted to REPPLUS and are only collected for the processing thereof.

Said data is solely reserved for REPPLUS' use for proper fulfilment of the orders. In connection with the transport required for delivery, the customer is aware that said personal data is shared with the carrier. Personal data is not used for advertising or marketing purposes.

REPPLUS shall retain the data thus collected for a period of five years after delivery of the order, covering the limitation period for its civil liability.

Natural persons have a right of access to their personal data, as well as a right of correction, query, limitation of processing, objection to the use thereof based on legitimate grounds in addition to a right of erasure and a right of portability. The data controller is Mr Erik STEBLER.

Insofar as these rights do not object to the purpose of data processing, they can be asserted at the following address: erik.stebler@repplus.com, or by letter sent to Mr Erik STEBLER, REPPLUS, 1 rue Constant Dugras 51390 ROSNAY, FRANCE with a copy of the signed ID document. The reply period is one month. Any refusal of the customer's request must be accompanied by reasons. In the event of a refusal if the customer considers that it is not based on legitimate grounds, a claim can be lodged with the C.N.I.L. (French Data Protection Authority) 3 Place de Fontenoy 75007 PARIS or the matter brought before a judicial authority.