

SEDIS
GENERAL TERMS OF SALE AND SERVICE

Contractual relationships between the parties are subject to the present general terms prevailing over any purchasing conditions. Said terms shall apply to any sales and to any new or second-hand goods and to any services (maintenance, repair...). The present general terms are governed by the sales law when applying to the supply of standard goods and governed by the law of contracts for work when a product is manufactured on the basis of specifications unless the cost of material exceeds the cost of manpower.

The documents contained in our catalogues and price lists are for information only; SEDIS reserves the right to change the arrangement, shape, dimension or material of its products.

Article 1 ORDERS

- 1.1. The contract shall be deemed effective on express acceptance of the order by SEDIS.
- 1.2. The purchase order, which expresses the customer's irrevocable consent may not be withdrawn by it.
- 1.3. The customer will be responsible for the implementation of the product under normal foreseeable operating conditions in compliance with the safety and environmental regulations in force. More specifically, it is incumbent upon the customer to choose a product meeting its technical needs and to check with SEDIS that the product meets the application it is intended for.
- 1.4. The customer shall clearly state the code number and name and the date of the technical standard it wishes to be applied by SEDIS regarding the product ordered.

Article 2 PRICES

- 2.1. The applicable price is the price in force at the date of delivery in order to take into account any increase of the cost of raw materials and/or cost of manpower between the date of registration of the purchase order and the performance thereof.
- 2.2. Unless otherwise provided, prices are net, exclusive of freight and taxes, on the basis of the prices communicated to the buyer. Any tax, duty, fee or other benefit payable under French regulations or the regulations of an importing country or a transit country shall be for the account of the buyer.

Article 3 PAYMENT

- 3.1. Any payment shall be payable cash. In exceptional circumstances, SEDIS reserves the right to allow or not time for payment without discount. Said credit will be granted on a precarious and revocable basis and may be withdrawn in case of reliable and consistent evidence affecting the financial credibility of the customer or in case of any payment incident (failure to meet the deadline, notice of delinquency...).
- 3.2. Any amount not paid when due shall automatically bear interest at the rate of 2% for each month of delayed payment.
- 3.3. In case of failure to pay any amount when due, the other payments shall be immediately due even if supported by drafts, without prejudice to our right to decide the termination of the contract and/or the suspension of deliveries until the amounts due are discharged in full.
- 3.4. In addition, as penalty clause, a lump-sum surcharge of 10% on the amounts due in principal and interest shall be due for compensation for the damage suffered due to such situation.
- 3.5. Failure to pay in full or in part at the due date shall result in the payment of a lump-sum payment amounting to 40 Euro for each unpaid invoice, which may be increased in case the costs involved exceed said amount.

Article 4 TITLE RETENTION

- 4.1. The title to the goods remains vested in SEDIS until full payment of the price and the related expenses is made, even in case of allowance of payment extension. Any provision to the contrary shall be deemed unwritten. However, risks pass to the buyer when the goods are released to the carrier or when they leave SEDIS warehouse.
- 4.2. By express consent, SEDIS will be entitled to enforce the rights held under the present title retention provision for any amount due, on all SEDIS products in the customer's possession, which are contractually deemed to be unpaid, and SEDIS will be entitled to take them back or claim them as compensation for damage resulting from all its unpaid invoices without prejudice to the right to terminate ongoing sales.
- 4.3. In case of failure to pay and, unless SEDIS prefers to request full and complete execution of the sale, SEDIS reserves the right to terminate the sale after formal notice and to claim the delivered goods, the costs of return being at the customer's expenses; a lump-sum payment amounting to 1% of the price of the equipment sold shall be applied to the customer for each day of failure between the delivery date and the date of restitution of the equipment. Such amount will be charged against the deposit paid by the customer.

Article 5 TOOLING

- 5.1. The tools designed by SEDIS and adapted to its methods and equipments remain SEDIS property and will stay in its workshops.
- 5.2. The customer's contribution to the costs of the tooling only entitles it to use such tooling in SEDIS workshops. It does not result in any intellectual property right or know how.

5.3. SEDIS will be entitled to destroy the tooling in the event the customer fails to place a major new order sufficient to justify the implementation of such tooling for a period exceeding 2 years.

Article 6 INTELLECTUAL PROPERTY

- 6.1. All the intellectual property rights and the know how included in the documents or services provided remain SEDIS exclusive property.
- 6.2. The samples or prototypes provided to the customer are subject to strict confidentiality. They shall not be communicated to any third party without SEDIS express consent.
- 6.3. The customer warrants that at the time of conclusion of the contract the contents of the drawings and specifications and the conditions of implementation do not use any intellectual property rights or a know how possessed by a third party. The customer shall hold SEDIS harmless in respect of any direct or indirect consequences of any civil or criminal proceedings against SEDIS

Article 7 DELIVERY

- 7.1. SEDIS will endeavour to meet the delivery times, saving events of force majeure or circumstances beyond its control such as strikes, fires, flood, tooling accident, without being limited to these situations.
- 7.2. Delivery will be deemed to have taken place either by direct delivery to the customer or by simple notice of availability or by release to a carrier appointed by the customer or failing which a carrier chosen by SEDIS at the latter's works or warehouse.
- 7.3. Late deliveries shall not entitle to any penalty or compensation or justify the cancellation or rescission of the order

Article 8 RECEIPT

- 8.1. In the event of any apparent defect or shortage, any claim on the products delivered shall be made with registered letter with acknowledgment of receipt within 3 days of reception of the goods to be acceptable.
- 8.2. In the event of any apparent defect or shortage, the customer shall only be entitled to request replacement of the products which are not in compliance and/or the delivery of additional parts to meet the shortfall at SEDIS expenses without being entitled to require any compensation or the rescission of the order.

Article 9 WARRANTY AGAINST HIDDEN DEFECTS

- 9.1. New equipments have a 12-month warranty as of the date of delivery. Servicing under warranty shall not result in the extension of the warranty period.
- 9.2. Under this warranty, the sole obligation falling upon SEDIS shall be, at its option, the free replacement or the repair of the product or the part acknowledged as defective by its department. Any packaging and freight costs will be for the account of the customer who shall not be entitled to any compensation in case of detention of goods as a result of the application of the warranty.
- 9.3. Are also excluded from the warranty any defects and deteriorations caused by normal wear and tear or by a modification of the product which has not been planned or specified by SEDIS. The warranty shall not apply when the products are not used according to the intended use or performance
- 9.4. Second hand equipments sold are not covered by any warranty for apparent defects or hidden defects.

Article 10 LIABILITY

- 10.1. SEDIS liability shall be limited to direct material losses only caused by serious misconduct. In no circumstances shall SEDIS be required to compensate for any consequential or indirect damages (operating loss...)
- 10.2. Whatever the cause, SEDIS civil liability shall be limited to the amount of its invoice in respect of the incident.
- 10.3. SEDIS liability may only be involved within a 1-year period of the performance of the contract. Beyond that period any proceedings against SEDIS shall be deemed forfeited by common agreement.
- 10.4. The customer shall guarantee waiver of liability by its insurers and third parties that have contractual relationships with it against SEDIS and/or its insurers

Article 11 NON-SOLICITATION

The customer undertakes not to hire away, to hire or to get any person involved in the performance of the present agreement to work directly or indirectly for it without the express consent of SEDIS. Such obligation applies for the whole term of the mission and for one year following the end of the mission.

Article 12 REFERENCES

The customer accepts that its name or company's name appear among SEDIS references

Article 13 APPLICABLE LAW AND JURISDICTION

For any disputes in relation with the present agreement, the courts of TROYES (Aube) shall have exclusive jurisdiction and only the French Law shall be applicable.