

GENERAL TERMS AND CONDITIONS OF SALES

1- GENERAL CLAUSES

It is agreed and understood that the prices and elements of information appearing on our catalogues, leaflets and tables of prices are not binding. We reserve the right to modify our products (materials, dimensions, parts...) from time to time. Commitments taken by our representatives or employees are subject to confirmation by us.

Supplies are limited to what is specifically listed in the quotation, and any order placed by the buyer is subject to these terms of business.

The sale contract shall not be effective until L.G.C. shall have expressly accepted the purchase order.

When prices are calculated on weight or length, the basis for calculation is real weight or real length.

For each product, we can provide installation drawings, but no manufacturing drawings.

The dimensions of foundation blocks are given for illustrative purposes. The blocks must be determined by the buyer taking into account local circumstances.

Prices and delays for additional supplies are subject to separate agreements and cannot impact on the main order.

2- STUDIES, PROJECTS, PLANS, ILLUSTRATIONS...

We retain ownership of IP rights on the documents and technical studies we submit. They must be returned upon request or immediately if no order is placed.

We retain ownership of IP rights on our projects which remain confidential and cannot be executed unless otherwise agreed in writing by us.

The drawings, pictures, plans, weights, dimensions, capacities and other elements of information are deemed to be approximate. Any slight discrepancy do not open right to sale contract cancellation or to claims. We reserve the right to modify the manufacturing or the drawing if we think that such modifications are in the best interests of the contracting parties and do not trigger changes as regards results.

3- DELIVERIES & PRICES

Deliveries are deemed to have been carried out in our facilities, no matter what the destination of the products is and what the terms of sale are. The prices quoted in the Euro currency are based on the current currency exchange rate, the prices charged by the manufacturers, customs duties, transportation and insurance costs, taxes in force at the time the offer was drawn up or the order was acknowledged, and are subject to pass-through.

The prices may vary subject to positive or negative pass-through at the time of importation and in compliance with legal regulations applying to importation conditions.

Delivery may be in the hands of Buyer, or through a "ready for pickup" notice sent to Buyer, or in the hands of an agent or haulier sent by Buyer or, if the need arises, chosen by us.

Our sales are Ex-Works (factory or warehouse), even if the products are delivered at a railway station, alongside a ship, or in Buyer's facilities, which we may do as a commercial gesture.

Should a delivery be postponed, through no fault of our own, the delivery may be carried out at a later date, subject to agreement by us, at the risk and cost of Buyer, and it is agreed and understood that L.G.C. could not be held responsible in the matter for any subsequent consequence. Such modifications would not impact on the terms of payment.

Delivery delays do not open right to order cancellation.

In the event of delayed delivery:

No penalty, if any as agreed in writing, may be higher than five% of the in-our-facilities value of the products not delivered yet.

In the event that no penalty has been agreed on in the sale contract, a 0.5% penalty per week may apply, starting as of the end of the third week, calculated on the value of the in-our-facilities value of the products not delivered yet. However, cumulated penalty cannot be higher than five% of the value.

Such penalty may apply only if the delay is through a fault of our own and real damage was suffered as acknowledged by the parties.

No penalty can apply if Buyer failed to notify us, in writing when the order was placed, and confirmed at first scheduled delivery time, that Buyer intended to claim penalties for delayed delivery.

We decline responsibility regarding delivery delays:

1. If Buyer does not pay as agreed and as scheduled
2. If Buyer fails to give information or data as needed;
3. in case of *force majeure* or events such as: strikes, lock-out, epidemics, war, requisition, fire, accidents relating to tooling equipment, important scrapping of parts during manufacturing process, disrupted transportation, or any other element preventing our teams or our suppliers' teams from working, in full or partially.

It is understood that L.G.C. shall notify Buyer if any of the occurrences listed above should happen.

No penalty can cause a payment to be postponed or modified. The supplies cannot be subject to agreement by an architect or a consultant.

4- PAYMENT

It is expressly agreed and understood that our sale and installation contracts are subject to full payment as scheduled, even if the products are fixed to buildings which may belong to Buyer or third parties. As long as payment in full has not been performed, Buyer cannot transfer or transport the products.

Should Buyer fail to pay as scheduled, for any reason (bankruptcy, receivership), we reserve the right to terminate the sale contract without it being necessary to go through further legal formalities.

Failure to pay within eight days after recorded delivery of a registered letter, the ICC of France may, in a matter of urgency, order that the products (fixed or mobile) be returned carriage paid, to L.G.C. Seller would then put in the custody of a third party appointed by the ICC the amounts already paid by Buyer at the time of contract termination.

The amounts already paid by Buyer would be returned after deduction of:

- a) Depreciation of the machines, as appraised by an expert
- b) Installation costs and cost of pipes left in Buyer's facilities.

The fees of the expert and the cost of the custody by a third party shall be paid by Buyer. If the Buyer's account with Seller shows a negative balance, the amount due to Seller is payable immediately, without prejudice to damages that L.G.C. would be grounded to claim.

Any outstanding amount is payable immediately if a payment is not performed or a bill is not accepted as scheduled, notwithstanding any other clause.

The products cannot be sold, transferred, pledged, or brought as contribution to company stock unless otherwise agreed by L.G.C. It is understood that the new recipient would be bound by the clauses agreed by L.G.C. and Buyer. In such a case, the amounts due by Buyer would be payable immediately without it being necessary to go through legal proceedings.

Unless otherwise specified in the order slip or the quotation accepted by L.G.C., payment is within thirty net days, without any discount, for all our installations, additional supplies and repair or maintenance operations.

5- TRANSPORTATION, INSURANCE...

Insurance, transportation, customs, handling, and similar operations are at the risk and cost of Buyer which is responsible for checking that the products are not damaged at delivery and for claiming damages from hauliers if the need arises, even in case of carriage forward on the basis of the lowest rates.

6-WARRANTIES

a) Defects or flaws

We agree to remedy any operating defect triggered by a flaw in the design, material or manufacturing of the products (including installation if installation was done by our technicians), unless the defect comes from materials supplied by Buyer or a specific design is required by Buyer.

No warranty applies in the event of an act of God or a *force majeure* occurrence, for wear and tear, or deteriorations or accidents due to negligence, poor maintenance or improper use of the products.

b) Length and starting point of warranty

Unless otherwise specified, the warranty applies for defects which appeared within six months.

If the products are used by several teams, the 6-month warranty period is cut by half.

The six month warranty period starts on the day when Buyer is notified in writing by L.G.C. that the products are ready to be picked up.

If dispatching is postponed, the warranty period is extended accordingly, up to nine months as a maximum if postponement is not due to a fault of our own. The warranty (same conditions, same renewed period) applies also to spare parts and reworked parts. This clause does not apply to the other parts for which the warranty period is extended for a duration equal to the duration when the product could not be used.

c) Buyer's commitment

Buyer agrees to notify and justify, immediately and in writing to L.G.C., any defect or fault. Buyer agrees to do its utmost to let L.G.C. inspect the product and carry out repair work. No repair work can be performed by Buyer or a third party, unless otherwise agreed by L.G.C.

d) Modalities for the warranty

Subject to proper notification and justification, L.G.C. agrees to remedy, rapidly and at its own cost, the defect. L.G.C. reserves the right to bring modifications, if need be, so as to fulfil its obligations.

In principle, warranty-related work is carried out in our workshop after the faulty products or parts have been returned to L.G.C.

However, in the event that, taking into account the nature of the products, repair work must be performed on site, L.G.C. agrees to support warranty-related labour costs, not including the time necessary for uninstalling and reinstalling operations as may be required by other elements.

Go and back transportation cost for faulty parts or equipment are supported by Buyer. Travel and stay expenses of our technicians, in the event that repair work must be performed on site, are also supported by Buyer.

It is agreed that the faulty parts which have been replaced free of charge are made available to L.G.C.

e) Damages

It is expressly agreed and understood that we are not liable for: bodily damage, damage to assets not in the scope of the contract, loss of earnings.

f) Warranties relating to industrial results

Any guarantee applying to industrial or business results are dealt with in separate agreements.

Should the results not be reached, penalties could not exceed an amount higher than five % of the in-our-facilities value (not inclusive of VAT) of the equipment or of part of the equipment concerned.

g) Pure contact work and repairs

Pure contract work and other services do not open right to warranty, unless otherwise agreed by the parties.

7- PERSONNEL INSURANCE

We have taken out an insurance contract for our technicians. The insurance contract does not apply to technicians or labour made available by Buyer.

8- DISPUTES AND CLAIMS

Any dispute arising out of products or payments shall be finally settled by the ICC-France, even if several parties are concerned or counter-claims are submitted.

The terms and Conditions of sale in the present document are subject to the Vienna Convention (United Nation Convention on CISG) on International Sales of Goods.