

BUSINESS PROFESSIONAL GENERAL CONDITIONS FOR THE SUPPLY OF VALVES

1. GENERAL PROVISIONS

a. Business practices

These business general conditions codify the professional practices in force for the supply by ROFORGE of valves and related services supplies.

b. Implementation of the general conditions

These general conditions apply to contractual relations between ROFORGE hereinafter referred to as “the Supplier” and the client company hereinafter referred to as “the Client”, also referred to as the “Parties”, of which they define the rights and obligations under the sale of valves, hereinafter referred to as “Equipment”, and if applicable any associated services.

They are compliant with competition law.

In accordance with article L.441-1 of the French Code de commerce, the Supplier’s general conditions shall constitute “the sole basis for the commercial negotiation” (« *le socle unique de la négociation commerciale* »).

Any purchase order or acceptance of the Supplier’s offer shall constitute an agreement to these general conditions, unless otherwise negotiated by the Parties. The Client’s purchase terms (if any) are deemed to constitute a proposal. Any specific conditions can only result from a negotiation based on these general conditions for supply. No other document nor any provision derogating from or not provided in the general conditions will be enforceable against the Supplier unless the Supplier has expressly and previously accepted in writing.

Any derogation from these general conditions in favour of the Client shall be likely to give right to a compensation.

c. Legal qualification

These general conditions are governed by sale and purchase law when applied to the supply of standard products. They are governed by business contract law and, if relevant, by subcontracting contract law, when applied to products manufacturing carried out on the basis of a schedule of conditions or to a supply of service.

d. Cooperation and expression of the needs

Being a professional of the products or services which it acquires, the Client shall be liable for defining and expressing its needs and those of its clients.

Before any purchase order, it shall check that the Equipment which it contemplates to order is appropriate to implementation and use, notably taking into account the contemplated uses and purposes and the constraints resulting therefrom. It shall be bound to provide in writing to the Supplier all comprehensive, accurate and reliable information and details relating to:

- ✓ such needs
- ✓ the operational and environmental conditions of the Equipment
- ✓ the composition and specificities of the products which it will have to treat with the Equipment sold.

Compliance with the contract will be determined on the basis of the Client’s compliance with these obligations. The Supplier shall not be held liable for the consequences of an omission or an error in the elements supplied by the Client. These obligations also apply to the potential study, implementation and development phases.

These obligations also apply to the Client’s agent or representative.

The Supplier shall listen to the Client’s requests and satisfy them, within the limits of feasibility, compliance with the contract as well as the applicable rules of the art.

It shall inform the Client, within the limits of its technical knowledge, about the constraints of the construction and the potential effects which it may be aware of regarding the use of the Equipment, taking into account the information it will have received from the Client.

2. CONTRACTUAL DOCUMENTS

These general conditions are contractually binding, as well as the specific conditions to the extent accepted under the terms set out in 1.2. The following documents are contractually binding, by decreasing order of priority:

- ✓ the Supplier’s offer
- ✓ these general conditions
- ✓ the accepted purchase order
- ✓ the delivery note, the invoice.

The technical specifications from the Supplier constitute the technical basis of the contracts unless otherwise specifically agreed.

Documents such as the following shall not be deemed included in the contract: commercial documents, catalogues, advertisements, tariffs, to the extent not expressly referred to in the specific conditions. Any details, photos, weights, models, prices and drawings set out in such documents are given for information purposes only and have no contractual value, and the Supplier reserves the right to bring any modification thereto; it will be entitled to do so even after acceptance of the purchase orders, to the extent that they do not alter the substantial specificities and performances of the Equipment.

In case of plurality of translations of these documents and a dispute on the construction of their terms, the French version shall prevail.

3. PURCHASE ORDERS, CONCLUSION AND CONTENT OF THE CONTRACT

a. Offer, price and acceptance

Unless otherwise specified by the Supplier, the Supplier’s offer shall remain valid for one month. Furthermore, such one-month time-period will be deemed to constitute the “fixed time-frame” (« *délai fixé* ») within the meaning of article 1117 of the French Code civil (Civil Code), which provides that “the offer shall be null and void at the expiry of the time-frame provided by its author or, otherwise, at the expiry of a reasonable time-period” (« *L’offre est caduque à l’expiration du délai fixé par son auteur ou, à défaut, à l’issue d’un délai raisonnable* »).

Beyond this time-frame, the Supplier will be entitled to amend the conditions of its offer and reprice it, taking into account the production costs.

Prices are quoted excluding VAT, customs, carriage, insurance, packing and “ex-works” fees. They are invoiced on the basis of the contract terms.

For catalogue products, i.e. which have not been the subject of an estimate, and for any recurrent delivery, notably of any spare parts, any change in the pricing will be communicated to the Client within two months before its implementation. Unless a specific price has been previously agreed, any delivery of catalogue products will be invoiced at the price mentioned on the purchase order acknowledgement of receipt.

Payments shall be made in euros unless otherwise specifically provided in the contract.

If, in order to satisfy the Client's requests, the setting up of the offer requires prior specific studies, but such offer is not followed by a purchase order, these studies will be specifically priced.

The contract shall not be formed unless and until the Supplier has expressly accepted the purchase order by any means in writing. An intent to place a purchase order will not be treated as a purchase order.

b. Supplies content

The contract shall be strictly limited to the supplies and services expressly mentioned by the Supplier in its offer or catalogue.

The Supplier reserves the right to:

✓ replace the products the subject of the contract with products of equivalent specification, provided however that no price increase nor any quality loss shall result thereof for the Client

✓ and task any sub-contractor of its choice to carry out all or part of the studies, supplies or services the subject of the contract.

c. Modification

Any modification of the contract requested by the Client shall be subject to the Supplier's express approval and set out in a written agreement, which shall take into account any additional costs and time deriving therefrom.

d. Suspension

Any suspension of the contract requested by the Client shall be subject to the Supplier's express approval and set out in a written agreement. Such agreement shall set out the duration of the suspension, as well as any additional costs and time deriving therefrom. In any case, the Supplier shall be entitled to invoice the relevant portion of the purchase order already placed.

e. Cancellation of a purchase order

A purchase order is deemed to express the Client's irrevocable consent; therefore, the Client shall not be entitled to cancel it, unless with the Supplier's prior express consent. Consequently, if the Client requests the cancellation of all or part of a purchase order, the Supplier shall be entitled to request the performance of the contract and full payment of any amounts due thereunder.

f. Return of products

Products can only be accepted for return, with the grant of a voucher to the benefit of the Client, with the prior express written consent of the Supplier who may specify conditions for such return. The Supplier's consent to a return of a specific product shall not grant the Client any right to return other products, should the latter be identical to it.

For information purpose, a return may not be made unless the following indicative cumulative conditions are fulfilled:

- ✓ a return can only be made for standard products listed in the Supplier's catalogue as at the date when such return is requested
- ✓ return requests shall be addressed to the Supplier within a 30 day-period as from the delivery date
- ✓ the Client shall return the product freight prepaid, at its own costs and risks to the place specified by the Supplier
- ✓ the product shall be returned in perfect state, duly protected or packed in its original package
- ✓ the return shall not discharge the Client from its payment obligation
- ✓ the return will give rise to the setting up of a voucher corresponding to the price of the relevant products, subject to a check on the state of such products, minus a lump-sum withholding for the administrative treatment of such return and a potential reduction taking into account, on a case-by case basis, the specific costs related to the return and the products storage.

In the case where a product has been manufactured on the basis of a schedule of conditions complying with the Client's technical specifications, no return will be accepted.

4. TRIAL SALE

For some commercial reasons, the Parties may agree to enter into a “trial” sale for a standard product only, on the basis of agreed specifications and test period.

The sale and purchase shall be deemed perfected at the expiry of the test period, unless the Client has addressed to the Supplier in writing, during such period, a statement, which shall be validated by the Supplier, certifying a non-compliance with the relevant specifications.

In case of non-compliance, the Client shall return the product at its own costs and risks, within 8 days. The Client shall bear the costs of any expertise and potential repair of the product.

During the whole test period, the Client shall bear the risks related to the holding and use of the product and shall subscribe the necessary insurances.

5. COMPLIANCE AND TECHNICAL REGULATION

a. Supplier's liability

The delivered Equipment shall be compliant with the technical regulations applicable to them and the technical standards which the Supplier has expressly specified the Equipment are compliant with.

When the Supplier is the Equipment manufacturer, it shall be liable for the compliance of the design and first marketing of such Equipment with the technical regulations applicable to it.

The offer includes the regulatory requirements and more generally the safety requirements known to the Supplier at the time of preparation of the offer. In case of change in such regulatory requirements between the submission of the offer and the full and final performance of the contract, the Supplier shall not be bound to implement the necessary compliance measures, and the Supplier may issue to the Client a complementary offer for this purpose.

Likewise, if within the same period, the Supplier receives information which were not available to it at the time of preparation of the offer (comprehensive installation plan, accessories...), any additional changes or Equipment so rendered necessary, shall be the subject of a complementary offer.

Under the same conditions, the Supplier shall be liable for the regulatory compliance of all components of the Equipment.

Any modification of the Equipment without the Supplier's authorization, carried out by the Client or a third party not approved by the Supplier, shall result in the cancellation of the EC declaration of conformity delivered by the Supplier. The replacement of a spare part, with a non-original spare part, having an impact on the safety shall also result in the cancellation of said declaration. The Supplier shall provide the relevant documents providing for service instructions (such as instructions handbooks, user manuals...).

The user shall read and understand them before the commissioning.

b. Client's liability

The Client shall be liable for the commissioning of the Equipment under the normal foreseeable conditions of use and in compliance with applicable safety and environmental laws in force on the relevant place of use as well as with its sector's rules of the art. The Client shall be bound to select an Equipment corresponding to its technical needs and its implementation process if necessary, and to ensure with the Supplier of the adequacy of the product with the contemplated use.

c. Packaging

Packaging which are not returnable transport packaging will not be taken back by the Supplier. Packaging shall be made according to the Supplier's standards. Packaging shall be compliant with the applicable environmental regulations according to the products destination. If the Client prefers a specific packaging, its shall expressly request it to the Supplier when entering into the contract. The costs for a specific packaging shall be borne by the Client. The Client undertakes to remove the packaging in compliance with the applicable local environmental legislation.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

a. Intellectual property and know-how

All intellectual property rights as well as any know-how as may be included in the documents issued, the products delivered and the services provided, shall remain the Supplier's exclusive property. Any assignment of intellectual property right or knowhow shall be the subject of a specific contract. The Supplier reserves the right to dispose of its know-how and the results of its research and development works.

Any and all plans, descriptive notes, technical documents or estimates issued to the other Party are delivered to it under a loan for use which purpose shall be the appraisal and discussion of the Supplier's commercial offer. They shall not be used by the other Party for any other purposes. These documents shall be returned to the Supplier on first demand.

b. Confidentiality – Business secrecy

The Parties mutually undertake to be bound by a confidentiality obligation in relation to any oral or written information whatsoever and whatever its form may be (meeting reports, plans, computer data exchanges, activities, installations, projects, know-how, products...) exchanged in connection with the preparation or performance of the contract, including in case of unsuccessful preliminary discussions, but except for information generally known to the public or those which will become so, other than as a result of one of the Parties' fault or action.

Therefore, the Parties hereby undertake to:

- ✓ hold strictly secret any and all confidential information, and notably to never disclose or communicate in any manner whatsoever, directly or indirectly, all or part of the confidential information, to anyone, without the prior written consent of the other Party
- ✓ not use any of the confidential information, in whole or part, for a purpose or an activity other than the performance of the contract
- ✓ not make a copy or fake of all or part of the confidential information.

The Parties hereby undertake to take all necessary steps in order to ensure the compliance with such confidentiality obligation, during the whole term of the contract and even thereafter, and shall procure that such obligation be complied with by the whole of their employees and sub-contractors or other contractors. Such obligation is an obligation of result.

Any breach of such confidentiality undertakings will constitute a breach of the relevant provisions of Directive (EU) 2016/943 of 8 June 2016 on the protection of undisclosed know-how and business information (so-called Directive on Business secrets) as well as Law n°2018-670 of 30 July 2018, deriving from such Directive, the provisions of which the Supplier and the Client hereby undertake to comply with.

c. Guarantee in relation to counterfeiting and unfair competition

Each Party represents and warrants to the other Party that the elements it has brought or conceived for the performance of the contract (plans, schedule of conditions, processes and their respective implementation conditions...) do not use any intellectual property rights or know-how held by a third party. They mutually represent and warrant that they may freely use them without breaching any legal or contractual obligation.

The Parties mutually agreed to indemnify each other against any direct or indirect consequences of any civil or criminal liability claim brought notably on the ground of counterfeiting or unfair competition.

7. PRODUCTS DELIVERY, CARRIAGE, TESTS AND ACCEPTANCE

a. Time for delivery

Time for delivery shall start as of the latest of the following dates:

- ✓ date of the purchase order acknowledgement of receipt
- ✓ date of receipt of all relevant information, validations, raw materials, Equipment, performance details owed by the Client or necessary to the performance of the contract, or (if applicable) for the down-payment
- ✓ performance date of the prior contractual or legal obligations owed by the Client.

The contract shall provide for the relevant deadlines and their nature (deadline for availability, presentation for acceptance, delivery, legal acceptance...).

Time for delivery or performance shall, unless otherwise expressly agreed, be given for indicative purpose only, the Supplier making its best efforts to comply with it, and any late delivery regarding the relevant agreed time may not be a ground for the cancellation of a purchase order, rejection of a delivery or termination of the contract, nor give right to damages, indemnities or penalties except where such damages, indemnities or penalties would have been expressly agreed. The Supplier shall be released by the law itself from any and all commitments relating to the contractual times or deadlines in case of a non-performance by the Client of any of its contractual obligations.

Partial deliveries are authorized unless otherwise stated in the contract.

b. Delivery conditions

Unless otherwise stated in the offer, delivery is deemed made at the Supplier's factories or warehouse, "Ex-Works", in accordance with the latest edition of the INCOTERMS of the International Chamber of Commerce, as in force on the signing date of the contract. Delivery will be carried out by a notice of availability served by all means. It shall be deemed to be made by the direct remittance of the Equipment to the Client or the delivery of the Equipment at the Supplier's factories or stores to a sender or carrier designated by the Client or, otherwise, by the Supplier.

The risks shall therefore be transferred to the Client as of the so defined delivery, without prejudice to the Supplier's right to claim the benefit of the reserve of title clause or enforce its right of retention.

In the case where the Client has hired transport and bears the related costs, it shall bear all the financial consequences of any direct action taken by the carrier against the Supplier.

Any storage service requested by the Client shall be subject to an express agreement, providing notably for the financial, timing and risks conditions, and may be based on a storage pricing scale.

The Client shall be bound to take possession of the Equipment within ten days from the availability notice.

If the Client does not take possession of the Equipment at the agreed place and date, when this delay is not due to the Supplier, the delivery shall be deemed made and the Client is bound to make the agreed payments. In such a case, the Supplier will be entitled to organize its storage at the Client's risks and costs, to the extent that the Equipment has been individualized, and if applicable to exercise the right of retention or the reserve of title clause.

c. Products inspection at delivery

Whatever the delivery conditions may be, the addressee shall be bound, at its own costs and under its own liability, to check or have the products checked upon arrival.

In case of damage or non-compliance regarding the delivery note, the addressee shall:

- ✓ specify it in its reservations on the delivery note and immediately inform the Supplier in writing
- ✓ inform the carrier about such reservations in the forms and time-frame provided by the regulations applicable to the relevant means of transport, with a copy to the Supplier.

d. Acceptance

The Client shall be bound to check, when unpacking, the conformity of the products with the contract terms and shall raise to the Supplier any lack of conformity whether apparent or detectable, within 7 days from the delivery.

Unless the Buyer makes a claim in writing within eight days from the delivery date, the Equipment shall be deemed to have been accepted.

Any revenues operations, checks, tests and certificates requested by the Client shall be made at the Client's costs. These additional operations will be made in factory or on the spot at the Supplier's option.

In the case of products manufactured on the basis of a schedule of conditions, the contract may provide for the applicable conditions of acceptance.

In the case where the Equipment consists of a set of Equipment, this set may be the subject of a global acceptance, but each such equipment may be the subject of an individual acceptance applying only to it.

The Client shall not use or put the product into operation before acceptance, unless with the Supplier's express consent; failing such consent, any full or partial use or commissioning, will be deemed to be an acceptance.

Each such acceptances may be recorded with or without reservations. In the case where acceptance is declared with reservations, the Parties shall agree on a deadline for their release.

The Supplier shall notify the Client of the date of such acceptances which, unless otherwise agreed, shall not occur beyond a maximum time-frame of 10 business days from receipt of the notice.

If the Client, so notified of the relevant date of such operations, does not attend them, it will be notified of the relevant minutes and acceptance will be deemed to have been given on the agreed date, without reservations.

Acceptance shall also be deemed to have been given without reservations if the Client uses the product (even in a limited way) or if it issues reservations considered as minor, to the extent such reservations do not prevent the use of the product in normal conditions independently from the level of performances observed.

8. HARDSHIP AND FORCE MAJEURE

a. Hardship

In case of an unpredictable change of circumstances at the time of entering into the contract resulting in excessive performance costs for any of the Parties, the Parties shall renegotiate in good faith a modification of the contract. It is furthermore agreed that the following elements shall, without limitation, be notably referred to: fluctuation in the price of raw materials, modification of the customs taxes, modification of the exchange rates, evolution of applicable legislations.

In case of refusal or failure of the renegotiation, the Parties may agree on the rescission (« *résolution* ») of the contract, at such date and conditions which they may determine, or request to the judge by mutual agreement to proceed to its adjustment.

Failing an agreement within a reasonable time-frame, the judge may, upon one Party's request, revise the contract or terminate it, at such date and conditions which it may determine, in compliance with article 1195 of the French Code civil. The Supplier consequently declares that it will not accept in advance to bear the risk of such changes in circumstances. Neither the provision of a fixed price nor any other mention shall be likely to be construed as an acceptance of such risk.

b. Force majeure

No party to the contract shall be held liable for any delay or failure to perform any of its obligations under the contract if such delay or failure is the direct or indirect consequence of a force majeure event.

A force majeure event is deemed to occur when an event beyond a Party's control, which could not have been reasonably anticipated at the time of entering into the contract and which consequences may not be avoided by appropriate measures, prevents that Party from performing its obligation.

Each Party shall forthwith inform the other Party of the occurrence of a force majeure event which it is aware of and which, in its opinion, is likely to affect the performance of the contract.

If the impediment is temporary, the performance of the obligation shall be suspended unless the delay resulting therefrom may justify the rescission of the contract. If the impediment exceeds one month, the Parties shall negotiate as soon as possible in order to determine in good faith the necessary changes to the

contract.

If the impediment is definitive, the contract shall be rescinded by the law itself, in the conditions set out in articles 1351 and 1351-1 of the French Code civil, at the prevented Party's discretion.

The Parties have expressly agreed that the following events shall, without limitation, notably constitute force majeure events in any circumstances:

- ✓ occurrence of a natural disaster
- ✓ earthquake, storm, fire, flood
- ✓ armed conflict, war, civil conflict, attacks
- ✓ labour dispute, total or partial strike at the Supplier's or the Client's premises
- ✓ labour dispute, total or partial strike at the Suppliers', service providers', carriers', postal services', public services'
- ✓ mandatory order from public authorities (import prohibition, embargo...)
- ✓ operating accident, cyber-attack, explosion, machine breakdown
- ✓ Suppliers' default or omission.

9. PAYMENT

a. Time for payment

According to article L.441-10 of the French Code de Commerce, the time for payment agreed between the Parties to settle the due and payable amounts shall not exceed 60 days from the issue date of the invoice. In case of a periodical invoicing, within the meaning of paragraph 3 section I of article 289 of the French

Code Général des Impôts, time for payment as agreed between the Parties may not exceed 45 days from the issue date of the invoice.

According to article L.441-16 of the French Code de Commerce, any non-compliance with the regulatory maxima time for payment or the calculation modes of agreed time for payment, as well as any provisions or practices resulting in abusively delaying the starting point of the time for payment, may notably be subject to a civil fine going up to two million euros, and four million in case of repetition. Within the meaning of these general conditions, time for payment shall, unless otherwise agreed, be 30 days from the issue date of the invoice.

The Parties may however derogate from it by way of specific conditions fixing a shorter or a longer time for payment within the limits of the applicable legal maximum time-period.

It is hereby recalled that a down-payment shall by definition be paid in cash, without payment conditions.

The contractually agreed payment dates may not be unilaterally amended by the Client for any reason whatsoever, including in case of a dispute.

Early payments shall be made without any deduction, unless otherwise specifically agreed.

b. Late payments

According to article L.441-10 of the French Code de Commerce, any late payment shall result in the following sums to be immediately due and payable without further notice, as from the first day following the payment date specified in the relevant invoice:

1/ late payment penalties

Late payment penalties shall be determined by application of the European Central Bank refinancing rate as increased by ten points.

2/ a €40 lump sum compensation for recovery costs, in accordance with article D.441-5 of the French Code de Commerce

According to article L.441-10 above mentioned, in the case where the recovery costs incurred are higher than the amount of such lump sum compensation, the Supplier shall also be entitled to request an additional indemnity if justified.

Any late payment of an instalment shall, at the Supplier's discretion, result in addition in the acceleration of the contractual time for payment, and the whole outstanding sums shall become immediately due and payable. The Supplier's taking advantage of one and/or the other of these provisions shall not deprive it of its right to enforce the reserve of title clause provided for in Clause 9.e hereof.

In case of late payment, the Supplier shall benefit, according to article 2286 of the French Code civil, from a right of retention on the manufactured products and related supplies.

c. Change in the Client's situation

In case of a deterioration of the Client's situation assessed by all means and/or evidenced by a significative late payment or repeated late payments, or when its financial situation substantially differs from the available data, the delivery of ongoing purchase orders shall not be made unless with an immediate payment.

In such case, as well as in the case where the Client sells, assigns, sets up a pledge over, or contributes to a company, any of its business concern or a substantial part of its assets or Equipment, or in the case where the bill of exchange has not been returned endorsed within seven business days from its sending, the Supplier reserves the right, without prior notice, to:

- ✓ declare the acceleration of time for payment and consequently all sums still outstanding for whatever reason immediately due and payable
- ✓ suspend any shipment
- ✓ on the one hand declare the rescission of the ongoing contract and on the other hand withhold the collected down payments, as well as the tools and spare parts hold by it
- ✓ reject any new purchase order.

d. Payments set-off

The Client shall not, for any reason whatsoever, carry out any unlawful practice consisting in automatically debiting or invoicing the Supplier for sums which would not have been expressly acknowledged by the Supplier to be borne by it under its liability.

Any automatic debit shall be deemed to constitute a non-payment and constitute a breach of the provisions of article L.442-1, section I of the French Code de Commerce. The only offsets applied in accordance with the conditions provided by law are authorized, in compliance with article 1347-1 of the French Code Civil.

e. Reserve of title

The Supplier shall keep full title to the goods the subject of the contract until effective payment of the whole price in principal and incidentals. Any non-payment of any of the instalments may result in a claim for return of these goods. The Client shall nevertheless bear, as from the delivery, the liability for damages which these goods could suffer or cause.

10. GUARANTEE AND LIABILITY

a. Contractual guarantee

Definition

The Supplier gives an operational guarantee, by which it undertakes to remedy any operational defect of the Equipment deriving from a defect in the materials or the performance, subject to the following provisions. For this purpose, it will be entitled, at its option, to either repair or replace the defective parts.

Starting date and duration

Unless otherwise specifically provided, this guarantee shall only apply to defects which will have appeared within a 12-month period (guarantee period) as from the delivery date, defined as the availability date.

The Supplier will, if necessary, be entitled to convert this time-period into an hourly-based time-period of use, depending on the type of Equipment or its operating mode. In such a case, the guarantee will expire upon the first of the following dates to occur: the expiry of the one-year period, or the number of hours of use.

Client's obligations

In order for the Client to be entitled to benefit from the guarantee provisions, it shall forthwith notify the Supplier in writing, of any defects which, in its opinion, affect the product and provide any relevant evidence as to their actual existence. The Client shall provide the Supplier with all relevant assistance to proceed with the assessment of those defects and to determine whether the guarantee conditions are fulfilled, and specify the operating conditions existing at the time such defects have been noticed.

Supplier's obligations

The guarantee shall consist, at the Supplier's discretion, in the repair or replacement of the defective parts returned to its factories at the Client's costs and risks and acknowledged to be defective by the Supplier.

In the case where the Supplier has agreed to implement the guarantee outside its factories, it reserves the right to invoice the Client of the relevant travel and accommodation expenses.

The costs for disassembly/reassembly of the Equipment and the logistic of handling means shall be borne by the Client.

The replaced defective parts shall become the Supplier's property again and be immediately returned to it after replacement.

The reshipping of the Equipment, to the extent not covered by the guarantee, shall be at the Client's costs and risks.

The guarantee shall exclude any other service or indemnity.

The replacement or repair of spare parts under the guarantee shall in no way result in an extension of the guarantee period.

Exclusions and special situations

Use outside France

In case the Equipment is used outside metropolitan France, the Supplier shall be entitled to modify the scope and conditions of the guarantee as defined in these general conditions.

Second-hand

Unless otherwise stated, no guarantee applies to second-hand Equipment; the sale of the Equipment by the first user shall result in the termination of the guarantee.

Spare parts

In case of a sale of spare parts, the Supplier may, as the case may be, give a guarantee of which it will specify the duration and conditions which may be the subject of a contractual agreement. In no case shall a contractual guarantee apply to spare parts which assembly has not been carried out by the Supplier or by a third-party approved by it.

Non-payments

The guarantee shall not apply, and any liability of the Supplier shall be excluded, in case of non-payment by the Client. The guarantee may not be invoked by the Client to justify a non-payment or a late payment.

b. Liability

Definition

The Supplier's liability shall be strictly limited to the compliance, whether by it or its sub-contractors, with the expressly agreed contractual specifications.

The Supplier's liability shall be excluded in relation to any parts incorporated by the Client into the Equipment, and for the incorporation of the Equipment in a set.

Implementation of liability

The Supplier's liability may not be implemented unless the Client has previously brought evidence of the existence of a damage, the Supplier's fault and the fact that such damage has been caused by such fault, it being specified that each such elements may only be determined, in the absence of a final and binding judicial decision, by a previously negotiated and agreed transaction, complying with all applicable legal requirements.

The Client hereby waives, and shall procure that its insurers or any third party in contractual relation with it will waive, any legal action against the Supplier or its insurers beyond the limitations and exclusions provided for in these general conditions.

Limitations of liability

The Supplier's liability shall be limited to the direct material damages caused to the Client which would result from faults attributable to the Supplier in connection with the performance of the contract.

The Supplier's civil liability, whatever its ground may be but with the exception of bodily damages and gross negligence (« *faute lourde* »), shall not exceed 50% of the VAT excluded amount of the contract.

The Supplier shall neither be held liable for the prejudicial consequences of the Client's or any third party's faults in relation to the performance of the contract, nor for the damages resulting from the Client's use of technical documents, information or data issued by the Client or imposed by it.

In no case shall the Supplier be bound to indemnify any direct and/or indirect immaterial damages, such as operating losses, loss of profit, loss of opportunity, commercial prejudice, miss to win...

The Supplier shall not be held liable for the prejudicial consequences of faults committed by the Client or third parties in connection with the performance of the contract.

c. Exclusions of guarantee and liability

Any guarantee or liability of the Supplier shall be excluded in the following cases:

- ✓ erroneous or irrelevant implementation, assembly, installation, use, handling or maintenance or non-compliance with the specifications potentially given by the Supplier or the Equipment manufacturer (notably any installation, operating or maintenance instructions), or the rules of the art applicable to its use
- ✓ non-compliance by the Client, the user or a third-party, of the environmental and safety rules applicable to them
- ✓ the use of the product by the Client in operating and environmental conditions not provided in the contractual specifications
- ✓ negligence, bad supervision, storage or maintenance
- ✓ commissioning or installation by the Client without the Supplier's contribution in the case where such a Supplier's contribution has been provided notably for an adversarial acceptance
- ✓ the modification or repair and restoration of the product or addition or integration of spare parts or elements by the Client, the user or a third-party without the Supplier's prior written consent
- ✓ the wearing parts and defaults which result in whole or part from normal wear and tear of the product
- ✓ any deteriorations, defaults or accidents attributable to the Client, the user or a third-party or coming from spare parts supplied by or imposed by the Client, a fault committed by the Client in relation to performance of the contract
- ✓ any mistake or omission in the specifications or in technical conceptions or solutions imposed by the Client
- ✓ a force majeure event as defined under these general conditions.

Any Equipment is subject to normal wear and tear over time which result in a progressive deterioration of its performances. This deterioration shall not be likely to result in any liability or be the subject of a guarantee.

d. Penalties

If penalties and indemnities have been mutually agreed, they shall be deemed to constitute a lump sum compensation, in full discharge of debt, and exclusive of any other sanction or indemnity. Such contractual penalties shall be capped and shall only apply to the relevant part of the supplies or services concerned.

11. TERMINATION

In case of a serious breach of a material obligation by one of the Parties, the other Party will be entitled ipso jure to terminate the contract after formal notice has been served without effect during 30 days, specifying the alleged contractual breach and the request to terminate the contract according to this clause.

This provision does not prejudice the right to damages for any prejudice suffered by reason of a total or partial non-performance of the contract.

The benefit of article 1222 of the French Code Civil, relating to the Client's right to have the obligation performed, is hereby expressly excluded.

No price reduction requested on the ground of article 1223 of the French Code Civil may be implemented without the Supplier's prior express consent.

12. DISPUTES AND APPLICABLE LAW

No failure by the Supplier, at any time, to invoke any of the provisions of these general conditions, shall be considered as a waiver of those provisions at any time thereafter.

If any of the provisions of these general conditions is or becomes invalid, the validity of the remaining provisions shall not be affected. Any document of the Client drafted in another language than the French language, shall not be enforceable, unless with the Supplier's express consent to acknowledge its enforceability. In case of differences of interpretations between a provision in the French language and a provision in a foreign language, the French version shall prevail.

The Supplier and the Client shall endeavour to settle amicably any dispute arising out between them before having recourse to any other mode of dispute resolution. Except in a case of emergency, in the absence of any amicable settlement within one-month from the first request, each of them will be entitled to ask for a mediation or take an action before the relevant competent court.

In the absence of any amicable settlement, the commercial court in the jurisdiction of which the Supplier's registered office is located shall have exclusive jurisdiction, whatever the sale and payment conditions may be, even in case of enforcement of the guarantee or plurality of defendants.

The contract and any documents related thereto shall be exclusively governed by French law.

In case of an exportation, the United Nations Convention on Contracts for the International Sale of Goods of 1980, so-called Vienna Convention, will be applicable together with, on a subsidiary basis, French law.

These business general conditions are based on the business general conditions edited by EVOLIS * and deposited with the Bureau des Usages Professionnels du Tribunal de commerce de Paris on the 5th of August 2020 under N°2020030835.

*** member of the FIM and professional union of valves manufacturers**

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