



GENERAL TERMS AND CONDITIONS OF SALE – SHAPERS' FRANCE La Seguiniere

Article 1 - Purpose

1.1 Every order of services, materials and tools (hereafter "products") shall be exclusively governed by the present General Conditions which shall be deemed accepted at the time of ordering. The present General Conditions prevail on any other document of the client, and in particular on all general conditions of purchase, except prior derogatory agreement given by Shapers' France (hereafter "Manufacturer").

1.2. The present General Conditions of sale apply to all the sales of products except prior writing agreement between the contracting parties.

1.3. Any other document that the present General Conditions of sale and in particular studies, catalogues, leaflet, commercials, notes, has only informative, indicative and noncontractual value.

Article 2 - Intellectual property

All the technical documents given to the client with the agreement of the Manufacturer remain the exclusive property of the Manufacturer, and must be returned on his request.

The client commits not to make any use of these documents, which may infringe on Manufacturer's property rights and not to disclose the said documents to any third party.

Article 3 - Orders

3.1. "Order" is understood to mean any order of products of the Manufacturer, and accepted by the Manufacturer, accompanied by the payment of a deposit if any.

3.2. The orders transmitted to the Manufacturer are irrevocable for the client, except written acceptance of the Manufacturer. Thus, any cancellation involves a right for compensation for the Manufacturer. Any request for modification of the composition and/or of the volume of an order could be taken into account by the Manufacturer only if the request is made in writing and at the latest 8 days after reception by the Manufacturer of the initial order. In the event of modification of the order by the client, the Manufacturer will be released from the schedule initially agreed.

Article 4. - Delivery

4.1. delivery deadlines: The delivery deadlines are given only on purely informative and indicative basis; those depending in particular on the availability of the transporters and on the order of arrival. The Manufacturer will do his best to execute the order within the agreed deadlines, and to carry out the orders, except case of Force Majeure or circumstances out of his control, such as but not limited to strikes, freezing, fire, storms, flood, epidemic, difficulties of provisioning. A delivery delay cannot in any case result in a penalty or in damage fees of any kind whatsoever against the Manufacturer, nor can it cancel the order.

4.2. risks: The deliveries are carried out free of port. The transfer of the risks on the products is achieved by the handing-over of the products to the transporter.

4.3 Transport: It belongs to the client, in the event of visible defects, missing products or delivered goods that do not comply with the goods ordered, to carry out all the necessary reservations near the transporter.

All products not having been the subject of reservation by letter registered with notice of receipt in the 3 days of its reception addressed to the transporter with a copy addressed simultaneously to the Manufacturer, in accordance with the French commercial law (article L 133-3 of the code de commerce), will be regarded as accepted by the client.

4.4 Reception - Visible Defects

4.4.1 Without prejudice to the provisions to take by the client vis-a-vis the transporter as described in article 4.3 upon, in the event of visible defects or of lacks, any and all complaint, will be accepted by the Manufacturer only if it is carried out by letter registered with acknowledgement of delivery, within 3 day as envisaged in article 4.3.

4.4.2 No return of products could be carried out by the client without written prior agreement of the Manufacturer, included obtained by telefax or email. The expenses of return will be the responsibility of the Manufacturer only if the visible defect or the lacks, are actually established by the Manufacturer or his agent. Only the transporter chosen by the Manufacturer is entitled to carry out the return of the products concerned.

4.4.3 When the visible defect or the lack is actually established by the Manufacturer or his agent after verification, the client will be able to require of the Manufacturer only the replacement of non conform products, and/or the complement to fill the lacks at the expenses of the Manufacturer, without the client being able to claim any compensation or order cancellation.

4.5 Suspension of the deliveries: In the event of non integral payment of an invoice come in the term, after a formal notice remained ineffectual in the 48 hours, the Manufacturer reserves faculty to suspend any delivery in progress and/or to come.

Article 5 - Tariff – Price

5.1 Tariff

The tariff currently in force can be revised at any time, after prior information. Any tariff modification will be automatically applicable to the date indicated on the new tariff.

5.2 Price

5.2.1 The prices are fixed by the tariff in force at the day of the placing of the order. Prices are always taken ex-works (EXW) net of tax, free of port, and except packing (invoiced separately) except express prior agreement of the Manufacturer.

They are calculated Nets, and without discount.

For the prices specified per quantity, any order relating to a less quantity involves a modification of the indicated price.

5.2.2 In the case of an order placed in Euro for a manufacture of tools or a service carried out in India or China, the Manufacturer reserves the right to revise its selling price, in the case of a depreciation of more than 2% of the Euro vis-a-vis the Rupee or the Yuan, between the date of the ordering and the date of starting of manufacture of the tools or the service.

5.2.3 The schedule commits the Manufacturer only under the following conditions: respect by the client of the terms of payment and payment of the deposit, supply in time of the technical specifications, absence of delay in the studies or preliminary

works, absence of case of Force Majeure, of social, political, economic or technical events interfering with the normal conduct of walk of the factories or their supply of energy or raw materials.

Article 6 - Modes of payment

6.1. For the delivery of tools, the payments will have to be carried out on the basis of condition hereafter: 30% of the price on the reception of the order; 30% of the price on the delivery of the first parts; 30% of the price on technical acceptance; the remainder of the amount of the total invoice is payable on the final acceptance of the Client within a time which cannot exceed 60 days after the delivery.

The payments will be carried out at 45 days on the date of emission of the invoice.

6.2. Any amount including all taxes not paid on maturity shall give rise to the payment of penalties fixed at a rate of 10 points superior at the interest rate in force of the European Central Bank, with a minimum corresponding to three times the French legal rate of interest. Pursuant to the provisions of the French commercial law (article L. 441-6 of the code de commerce), these penalties are full and immediately due the day after the term date. In the event of delay of payment higher than 10 days, the Manufacturer will have the right to cease work until the payment.

Article 7 - Retention of Ownership

7.1 The Manufacturer retains ownership of products delivered until full payment of the principal.

the interest and additional costs, even in case of agreement that extends the time for payment. Any contrary clause, in particular inserted under the general conditions of purchase, is deemed not to have been written, in accordance with the French commercial law (article L 624-16 of the code de commerce).

7.2 The client has the right to resell the products delivered in the normal course of business; however the client accepts now and already to assign all the credits which result from the resale to the height of the purchase price including all taxes fixed by the Manufacturer.

7.3 The present paragraph does not prevent that the risks of the products are transferred to the client by the handing-over to the transporter in accordance with article 4.2.

Article 8 - Warranty against hidden defects and non conformity

8.1 No action based of the non conformity of products could be taken by the client more than 20 days after the delivery of the said products.

After the expiry of this time, the client loses its right to rely on the non-conformity of the products.

If those time conditions are not met, the Manufacturer's liability could no longer be brought.

8.2 Under the hidden defects guarantee, the Manufacturer will be held only of the replacement without expenses of the defective products, without the client being able to claim with obtaining any damages.

The Manufacturer guarantees his products against the hidden defects, in accordance with the law, with the uses, jurisprudence, and under the following conditions:

The guarantee of the hidden defects applies only to the products which became regularly the property of the client. It applies only to the products entirely manufactured by the Manufacturer. The guarantee is excluded in case of non conform usage and/or storage of the products.

The client regarded as fully qualified as a professional, the hidden defect is understood to mean a defect which render the product unfit for normal use, and not detectable by the client before its use. A defect of design is not a hidden defect and the client is deemed to have received all technical information relating to the products.

No action based of a hidden defect could be taken by the client more than 20 days starting from its discovery and after one year from the delivery.

Article 9 – Force Majeure

Force Majeure is understood to mean any unforeseeable case beyond the control of the parties, which they could not reasonably avoid or overcome, insofar their occurrence makes completely impossible the execution of the obligations.

Are in particular regarded as cases of Force Majeure discharging the Manufacturer from his obligation to deliver within the times initially agreed: acts of God, strikes of the totality or part of its personnel or his usual transporters, the fire, the flood, the war, stops of production due to unforeseeable breakdowns, impossibility of being supplied out of raw material, road blockades, strikes or rupture of provisioning of energy.

In the event of any cause of Force Majeure, the Manufacturer will prevent the client of such circumstances in writing (including by telefax or email), in the 24 hours of the occurrence of the events, the contract being then suspended automatically without allowance, as from the date of occurrence of the event.

If the case of Force Majeure lasts for more than 30 days as from its notification and if the contracting parties did not manage to adapt the contract to the new circumstances born from the Force Majeure, any of the parties could be terminated the contract by simple notification addressed to the other party, without allowance, notice or legal formality.

Article 10 - Attribution of jurisdiction

Any dispute concerning the applicability, interpretation or implementation of this Agreement and/or subsequent contracts will be presented to the court within the territorial jurisdiction of which the head office of the Manufacturer is situated.

Article 11 - Waiver

The failure of the Manufacturer to exercise or enforce any right or provision of the present contract shall not constitute a waiver of such right or provision.

Article 12 – Governing law

This Agreement shall be governed and interpreted in accordance with the laws of the State of FRANCE without regard to the conflicts of law provisions thereof.