

# General Sales Conditions

## Article 1 General

1.1 - These general sales conditions (hereinafter the "GSC") shall apply to all sales drawn up between companies in the LE PISTON FRANCAIS group, specifically the SODAPEM, LE PISTON FRANCAIS, SERMP, LPF AERO, WNC, LPF AUTERIVE and Groupe LPF (hereinafter "GLPF") companies, (the group company concerned being hereinafter referred to as "LPF"), and the customer (hereinafter the "Customer").

The GSC shall be sent forthwith to any Customer who requests them.

By placing an order, the Customer states its acknowledgement and unconditional acceptance of the GSC prior to placing its order.

The GSC shall prevail over all other contractual or commercial provisions, including those featured in Customer documents, specifically its general purchase conditions. By placing an order, the Customer renounces its right to exercise, for any reason, at any time and in any form whatsoever, provisions contrary to or waiving these GSC and/or provisions not expressly specified in the said GSC.

In compliance with applicable regulations, LPF reserves the right to waive certain clauses of these GSC, depending on the negotiations held with the Customer, by drawing up specific sales conditions.

1.2 - The GSC shall be completed by the price quotation, with which they constitute a contractual unit governing the sale.

## Article 2 Orders

2.1 - Any order placed only commits LPF after:

- express acceptance by the Customer of the price quotation drafted by LPF in writing, in the form of an order duly signed by the Customer during its validity period of thirty (30) days, unless otherwise stipulated in the proposal;
- express written confirmation of the Customer order, by LPF, who will specifically ensure the availability of the products requested, in the form of a document entitled "acknowledgement of receipt of order" summarising the characteristics of the order; and

Any acceptance of the LPF price quotation after expiry of its validity date shall only oblige LPF to meet the conditions of the proposal in question, following written confirmation on its part.

2.2 - Any modifications to the order requested by the Customer shall only be integrated, subject to LPF limitations and at its sole discretion, if they have been submitted in writing.

For whatever reason, modifications may only be accepted if they have been submitted to LPF:

- before manufacturing commenced for special products,
- at least five (5) days before the scheduled shipment date for standard products. The Customer shall then sign a new specific order.

This new order may give rise to a price adjustment, depending on the modifications requested by the Customer, and shall be accepted as per the aforementioned conditions.

2.3 - LPF shall have the right to freely decide not to accept the orders placed.

In general, any LPF decision not to accept an order shall not be constituted as a fault and shall not entitle the Customer to any compensation.

2.4 - Except for cases of force majeure, no order may be completely or partially cancelled by the Customer, once the order has been accepted by LPF, unless specifically stipulated in writing by LPF.

In this case, the amounts involved and the work performed by LPF for the contract must be paid by the Customer depending on the progress made.

2.5 - The benefit of the order is personally reserved for the Customer and cannot be transferred unless prior agreement in writing is obtained from LPF.

## Article 3 Price

3.1 - The products are provided at the applicable tariffs on the day the order was placed, and, as applicable, in the price quotation sent to the Customer.

These prices are firm and non-revisable during their validity period.

3.2 - These prices are net, exclusive of tax and of any customs duties.

The transport costs will be borne by LPF.

Any Customer request, concerning the assumption of, specifically, insurance costs by LPF may be the subject of an LPF financial proposal.

3.3 - Specific tariff conditions may be applied depending on the specific requests made by the Customer, with regard to delivery terms and deadlines and/or payment conditions and deadlines. A specific commercial proposal shall then be sent to the Customer by LPF.

## Article 4 Payment conditions

4.1 LPF shall not be obliged to proceed with delivery of the products ordered by the Customer if the latter has not paid the agreed price according to the conditions and terms outlined below.

4.2 The price is payable on receipt of the invoice by the Customer and at the latest sixty (60) days from the date of issue of the invoice.

Whatever the circumstances, invoices shall be payable to the GLPF head office or any office designated to the Customer to this effect by LPF.

4.3 Payments shall be made in euros (€) by direct debit, cheque, or any other mode of payment expressly accepted by prior agreement with LPF, within the payment deadline agreed for the order, the Customer having to take all provisions necessary for payments to be effective on the due date.

However, at the customer's request, LPF may propose that payment be made in a foreign currency.

4.4 - Any sum not paid on the due date shall automatically incur the payment of late penalty fees calculated on the overdue amount at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, over and above the overdue amounts.

These penalties shall be incurred from the day after the payment date stated on the invoice until the date full payment of the overdue amount has been received.

Any sum not paid on the due date shall also be increased by ten percent (10%) as a penalty clause.

In the event of late payment, a flat rate for recovery costs of 40 Euros shall be due automatically by the Customer with no prior notice. However, LPF reserves the right to ask the Customer for additional compensation, on presentation of supporting documents, if the actual recovery costs should exceed this amount.

Furthermore, the non-payment of one invoice shall, at LPF's discretion, automatically make due and payable immediately the amount of other outstanding invoices payable to LPF, and all the amounts in question shall immediately be liable to interest as per the terms defined in this article.

Moreover, without prejudice to the aforementioned late penalties, penalty clause or recovery costs, LPF may:

- suspend its obligations concerning the order affected by the late payment and all the current orders until complete payment of the outstanding amounts is made by the Customer;
- make completion of current orders conditional on the provision of guarantees or of new terms (particularly new payment conditions) giving guarantees of payment, considered satisfactory by LPF;
- automatically terminate the order. The termination shall not only affect the order in question, but also, if LPF so desires, all or part of previous or future unpaid orders, whether or not deliveries have been made or are on-going, and whether or not payment for them is due.

The Customer shall reimburse all the costs borne by LPF, incurred by the contentious recovery of the sums due.

4.3 - Any deduction and/or debt-equalisation by the Customer is expressly excluded, unless prior agreement in writing is obtained from LPF.

4.4 - The delivery of a bill of exchange or other document creating an obligation to pay by the Customer does not constitute a payment. Furthermore, no discount will be granted for early or cash payments.

4.5 - Any deterioration in the Customer's credit, and generally, any modification in the Customer's situation, irrespective of its origin, may justify the requirement for guarantee(s) and/or specific payment terms set by LPF, or even LPF's refusal to fill the orders placed by the Customer.

#### **Article 5 Reservation of ownership – Transfer of risks**

5.1 - LPF reserves the right of ownership to the products sold, until full payment of the price is made by the Customer, enabling him to take possession of the said products.

5.2 - However, the risk of loss and deterioration shall be transferred to the Customer, as soon as the products ordered are delivered.

Consequently the Customer shall be obliged to take out appropriate insurance, at its own cost, for the products ordered, for the benefit of LPF, until full transfer of ownership has occurred, and to provide proof of this insurance on delivery.

Failing this, LPF shall be entitled to delay delivery until such proof has been provided.

#### **Article 6 Delivery**

6.1 - The products ordered by the Customer shall be shipped within the deadline agreed jointly by LPF and the Customer.

6.2 - LPF shall not, in any circumstances, be held responsible for any delay or interruption in delivery which can be attributed to the Customer or to a case of force majeure.

6.3 - The delivery shall be made to any location determined by the Customer, in agreement with LPF, products travelling at the risk of LPF.

6.4 - The Customer shall be responsible for checking the apparent state of products on delivery.

Failing reserves expressly written by the Customer, within five (5) days of the delivery, products delivered by LPF shall be deemed to comply with the order in both quantity and quality.

No claim will be accepted as valid if the Customer does not comply with these formalities.

6.5 - The release and delivery of the products may be made to any other location designated by the Customer, in agreement with GLPF, subject to notice of seven (7) working days, at the Customer's exclusive expense. In this case, a new delivery deadline will be announced to the Customer.

6.6 - LPF will replace, at the earliest opportunity and at its own cost, any products delivered with a non-conformity duly proven by the Customer.

#### **Article 7 Guarantees – Liability**

7.1 - The guarantee associated with products delivered by LPF shall be limited to strict replacement of parts deemed to be defective by the LPF departments. This guarantee excludes any claim for damage and interest on the part of the Customer for any reason whatsoever.

7.3 - This guarantee is excluded in the event of abnormal use (not compliant with the information on the notices provided, specifically the product technical sheet), inappropriate storage or contrary to the product information, negligent or faulty maintenance on the Customer's part, and normal wear of the product.

The installation and use conditions prescribed by LPF must be complied with by the Customer, the Customer itself being responsible for informing the users.

7.4 - Any claims must be made by the Customer to LPF within fifteen (15) days of receipt of the product or of discovery of the non-conformity.

It is specified that the Customer cannot return a product to LPF without the prior written agreement of LPF.

7.5 Any indications, descriptions, profiles, dimensions, etc. mentioned on the LPF documents (catalogues, tariffs, etc.) are given for information purposes only and may be modified at any time without notice by LPF, without engaging the liability of LPF.

7.6 - LPF shall have no obligation or liability for any loss of use, of revenue or profit or other direct or indirect damage relating to any product non-conformity or defect.

7.7 - Notwithstanding this, should LPF be held liable and conclusively recognised as such by the courts of jurisdiction, it is expressly agreed that the total amount of compensation and, more generally, of any amount to be levied on LPF, shall not exceed the amount of the order, placed by the Customer and approved by LPF.

#### **Article 8 Intellectual property**

The Customer cannot submit a claim for the transfer, to himself or to any third party, of any right to ownership of, or exploitation rights to all or part of the intellectual property rights held and/or operated by LPF, concerning the products covered by the order.

The Customer undertakes to uphold the rights held or operated by LPF and to refrain from undertaking any action likely to infringe it, or more generally, likely to infringe LPF interests.

#### **Article 9 Confidentiality**

The Customer undertakes to keep strictly confidential all information of which it became aware during its relationship with LPF, regardless of its medium or format, directly or indirectly concerning the existing relationship between the Customer and LPF, regardless of whether or not the information was identified as confidential.

The Customer shall take all necessary measures to ensure the confidentiality undertaking is met by any agents and partners and shall vouch for ensuring their compliance with this undertaking.

This confidentiality undertaking shall be applicable for the entire duration of the contractual relationship between the Customer and LPF and shall prevail after the end of the said relationship, as long as the information in question has not fallen into the public domain.

#### **Article 10 References**

If the Customer wishes to make any internal or external declaration, whatever the manner, concerning the participation of LPF or the products delivered by LPF, it must request prior authorisation from LPF who shall have the right to request any modification of the content concerning it.

#### **Article 11 Force Majeure**

LPF shall not be held responsible for failure to perform its obligations further to a case of force majeure.

The following events shall fall within the definition (non-exhaustive list):

- destruction affecting all or part of LPF installations,
- major public disturbances, war, strikes, riots, epidemics, lockdowns of transport and communication means,
- natural catastrophes, extreme cold spells or any other similar events, and, more generally, any events or conditions, external to LPF's will, preventing LPF and/or its subcontractors from delivering, in good faith, the products covered by the order.

#### **Article 12 Waiver**

The failure of LPF to enforce any one of the provisions of the GSC shall not imply that LPF wishes to waive the right to prevail at a future time.

#### **Article 13 Severability**

The invalidity of any provision of these GSC shall not affect the validity of the other provisions.

#### **Article 14 Applicable law - Court of Jurisdiction**

14.1 - The relationship between LPF and the Customer shall be governed by French law, unless otherwise and previously agreed in writing between LPF and the Customer.

14.2 - Any dispute, between LPF and the Customer, of any nature or kind whatsoever, concerning the GSC, or, more generally, the existing commercial relationship between LPF and the Customer, will be under the exclusive jurisdiction of the TOULOUSE Commercial Court. This clause shall apply notwithstanding any summary proceedings, incidental claims or cases involving several defendants.