

GENERAL TERMS OF SALE

Arpege MasterK SAS – RCS LYON 971 506 480

0 – General information:

Our general terms of sale are always applicable even in the case of contrary stipulations on our customer order forms.

The current conditions may be modified only by our special terms of sale or by a written offer from our sales department.

Any modifications made to our terms of sale are valid only if we have accepted them in writing.

The contract documents constituting the contract binding the parties are:

- 1) The Special Terms of Sale of the seller or the Contracts on the extension of coverage and maintenance
- 2) The seller's offer and his technical specifications
- 3) The seller's General Terms of Sale
- 4) The purchaser's specifications and his technical specifications.

In case of contradiction between two or more contract documents, the terms and conditions of the document with the lower number in the above-mentioned enumeration will take precedence.

1 – Purpose and scope of the offer:

1.1. – Supplies on estimate:

The conditions of the offer concern only the supplies specified in the estimate. They do not commit the seller for additional supplies. The seller's offer is valid for two months.

The seller may under no circumstances cite standards, specifications, prescriptions, regulations and usage not expressly accepted by the seller.

1.2. – Supplies on catalogues:

The prices and information mentioned in the catalogues, prospectus and tariffs are given for information and commit the seller only after confirmation on his part. The seller reserves the right to make any modification to his supplies including representations and descriptions appearing on his advertising material.

The seller is, under no circumstances, obliged to supply his execution drawings, even if the supply is delivered with an installation or foundation diagram.

The dimensions mentioned in our catalogues are given for information only.

1.3. Specific products – Studies and projects:

Following orders, we prepare the dossier of execution, assembly and dimensional drawings required for the installation.

The documents sent to the purchaser are limited to assembly drawings and installation drawings (if applicable) as well as operating instructions for indicator devices, printers and access terminals or peripherals. The installation drawings or other documents are provided in printed form or in electronic format.

The studies and documents of all types submitted or sent by our establishments or representatives always remain our entire property. They must be returned to us on request.

We retain the complete intellectual property of our projects that may not be communicated or executed without our written authorisation.

1.4. Documentation:

In addition to the items specified in points 1.2 and 1.3 above, generally, the seller provides the technical dossier, the adjustment, setting up and operating instructions, the installation instructions, the installation drawings (weighbridge) and optionally assembly drawings, specific legends, compliance statement, etc.

2 - Conclusion of the sale:

The sales contract is complete only if the order is expressly accepted by the seller by acknowledgement of receipt of the order.

The seller is bound by his verbal commitments that may have been made by his representative and employees only after confirmation in the acknowledgement of the order.

3 – Deadlines - Penalties:

3.1. - The deadlines are indicative, except if a firm signed deadline is indicated to the seller.

3.2. - The delivery deadlines start from the latest dates from among the following: That of acknowledgement of receipt of the order; those when are sent to the seller the information, down payment, or supplies that the purchaser had committed to submit.

3.3. - The seller is relieved ipso jure of any commitment relating to deadlines, in case of fortuitous events or events occurring at the premises of the seller or his suppliers, such as: Strikes, epidemics, conscription, civil or foreign war, embargo, lack of authorisation, fire, flood, tooling accident, rejection of important parts during manufacture, interruption or delay in transportation or procurement of raw material, energy or components or any other event independent of the seller's will.

3.4. - In the absence of special agreements, no penalty is owed by the seller. In case of penalties accepted in the bill of sale and subject to provisions of article 3.3 above, a rate greater than 0.5 %, with a maximum total of 5 % of the value excluding taxes, in the workshop or in the warehouse, of the supply whose delivery is delayed, may not be applied for each complete week of delay following the third week.

4 - Price - Payment - Taxes:

The prices of our products are those of our rates in force on the day of the order. They do not include possible costs of packaging, transportation, travelling, taxes and other fees that affect them.

Our prices exclude taxes (VAT 19.6%) and net for your company and calculated for:

- (A) AFTER-SALES SERVICE DELIVERY:
Payment at 30 days from date of invoice.
- (B) EQUIPMENT EXCLUDING WEIGHBRIDGE:
Payment at 30 days from date of invoice and for any order of equipment greater than 3000 €, a down payment of 30 % will be required along with the order.
- (C) WEIGHBRIDGE EQUIPMENT:
30 % down payment along with the order

60 % on placing at disposal if delay due to the purchaser and +10 % on delivery or 70 % on delivery.

The down payment is payable at the latest upon receipt of the down payment invoice and the balance at 30 days of the invoice date.

- (D) SOFTWARE – SPECIFIC DEVELOPMENT FROM 30,000 EURO ONWARDS:
30 % at the time of order
Factory acceptance 30 % + VAT per TA at 30 days net draft returned before commissioning,
Commissioning 30 % per TA at 30 days net,
Acceptance at the site 10 % per TA at 30 days net.

The effects or acceptance of deferred payment does not constitute novation or infringement of the current clauses; the costs relating to them are borne by the customer. By express agreement, the failure to pay on due date will automatically result in, without the need of a formal notice:

- The default interest provided for by the law, i.e.: 3 times the statutory rate of interest published in the JO
- The suspension of services of the seller and of his guarantee
- The immediate payability of all amounts still due, whatever their due date and their mode of payment
- The payability, as part of a penalty clause, of a lump sum indemnity equal to 15 % of amounts due, plus default interest at a rate equal to one and half times the statutory interest rate.

In case of advance payment, a discount equal to 0.3 % per month paid in advance shall be applied.

The repair and maintenance works, and additional supplies or those delivered during assemblies will be invoiced and payable in cash, without discount.

5 - Packaging:

Packages are always owed by the customer and are not included, except if specified otherwise.

In the absence of any special information on this subject, the packaging is prepared in the best interests of our customers.

6 - Transportation - Customs - Insurance, etc.:

Except if specified in our special terms of sale and commercial offer, all operations of transportation, insurance, customs, octroi, handling, bringing to the building site, are at the expense and charge, risk and peril of the purchaser who is responsible for verifying the consignments on arrival and, if necessary, lodging a complaint against carriers, even if the shipment is carriage paid. In case of shipment by our representatives, the collect shipment is at the lowest rates, except if expressly requested by the purchaser, and in all cases, under the latter's entire responsibility.

It is the purchaser's responsibility to formulate all reservations relating to the product delivered with the final carrier within statutory periods.

7 - Delivery - Shipment:

Whatever the destinations of supplies and terms of sale, the delivery is regarded as completed in our factories or our warehouses by handing over of our products to the customer.

If the shipment is delayed by the purchaser, the supplies that are supposed to have been delivered on the agreed date and place, the handling and warehousing charges and risks being at the purchaser's expense. These warehousing expenses will be invoiced based on a daily amount of 30 €.

8 – Scope of the service:

The following are included in our weighing instruments offer:
Cables of standard length according to the supply; standard lengths:

- Connection boxes for sensors up to the weight indicator: 10 m
- Printer and terminals: 2 m
- Other sub-assemblies, repeaters, terminals, etc.: 10 m.

The following are your responsibility, unless indicated otherwise in our special terms of sale:

- The assembly and commissioning
- The supply of standard masses and presentation to the verifying organisation, if required
- Training of the system operation manager
- Provision of the mains supply 220V 50Hz + ground at 1 metre from each of the sub-assemblies (2 sockets at least)
- The supply of cable laying accessories
- The supply of cables for non-standard lengths
- The laying of cables and indoor installation accessories, sheaths, ducts, etc.
- The supports required for laying our equipment (desks, tables, shelves, etc.).

9 – Standard indicator software and PC:

The standard software packages belong to Arpege MasterK and are protected by regulations regarding copyrights.

These software packages are protected and can under no circumstances be copied; the sources remain the exclusive property of the Arpege MasterK Company.

The customer is supposed to have verified the appropriateness between his requirement and the performance of the proposed software.

Under no circumstances, Arpege MasterK or its resellers may be held responsible for any damage of any nature whatsoever, resulting from the use of these software packages.

Arpege MasterK guarantees that, under proper conditions of use and subject to minimum training, the proposed software is capable of performing substantially the operations described in our estimates or the operating instructions that have been provided. Arpege MasterK cannot guarantee that the software will be able to meet the specific requirements of users. It is up to the customer to determine under his sole responsibility if the functions announced are capable of meeting his specific requirements. Subject to the legal warranty made exclusively by remote maintenance, Arpege MasterK and its resellers disclaim all responsibility relating to the use of software and more particularly, any indirect or commercial damage that could result from this use.

10 – Specific software:

The detail specifications of the purchaser must be described in the purchaser's specifications. In case no details have been given, the seller will use, when creating the software, the operating system of his choice and its standard procedures relating to:

- The analysis methods and programming languages
- The screen displays or operator's guide
- Matrix papers.

11 - Guarantee:

11.1. - This is for 12 months after commissioning and at the maximum for 15 months after despatch from the factory. It entitles to the exchange of defective parts returned at the factory. It entitles to free labour and travel expenses of our technicians corresponding to the repair if the installation and commissioning have been carried out by Arpege MasterK.

It does not cover the annual verification by the verifying organisation.

It does not cover consumables such as fuses, ink ribbons, badge, barrier frame, glass or Plexiglas, recording media or digital storage, etc.

It does not cover costs for shut-down, loss of operation or profit in particular for cases of delayed delivery, acceptance or as part of the guarantee.

It does not cover damage that may occur from the failure to respect the instructions relating to installation, use (particularly overloads), maintenance, cleaning, negligence, cause external to the equipment (faulty supply, lightning, water damage, corrosive atmosphere, rodents, natural disaster, vandalism, etc.) or other modifications by the customer or a third party without our approval. No compensation will be granted for loss of use or indirect damage. It involves the customer having a good knowledge of the equipment provided and his having accepted, for this, training for his operating personnel, if necessary.

The parts exchanged remain our property. The replacement of parts cannot have the effect of extending the guarantee period of the equipment.

For devices that do not bear our brand, the guarantee is that of the manufacturer.

11.2. - The "indicator" software is guaranteed for three months from the commissioning date and the PC software is guaranteed exclusively by remote maintenance for 12 months.

11.3. - Except if there is a written agreement from our "Guarantee" department, our guarantee does not cover the time spent by a reseller or a third party to repair the equipment as part of the guarantee as well as any other resulting costs.

11.4. - The civil engineering structures designed to receive our weighbridges, whether they are built by us or by our subcontractors, come under the new article of law 1792-7 created by the decree of 9 June 2005. As a result, they do not benefit any longer from the ten-year warranty.

11.5. - Guarantees relating to industrial results:

When guarantees are provided for industrial or economic results, the consequences of this commitment are subjected to a special agreement between the parties.

If these results are not attained, and in the absence of specified penalties, these may not exceed a total amount equal to a maximum of 0.5 % of the value excluding taxes, in the workshop or warehouse, of the supply or part of the supply in question.

11.6. - Responsibilities of the purchaser: To be able to invoke the benefit of these provisions, the purchaser must inform the seller, without delay and in writing, about defects that he attributes to the supplies, and provide all justifications relating to their reality. He must give to the seller all opportunities to investigate the defects, and remedy them; he must also refrain, except if expressly agreed by the seller, from carrying out on his own, or having a third party carry out the repair.

12 – Tests at the factory:

Our company uses an ISO 9001 version 2000 type quality management system accredited by the BVC as well as the authorisation to carry out CE marking of our products by the LNE. On request, an acceptance can also be carried out by the representatives of the purchaser or by an organisation approved by the purchaser (provided for in the contract). This acceptance will be limited to the control of specifications and common tests.

13 – Property reservation:

The seller expressly reserves the property of goods delivered until full payment of the principal amount and interests, if any, in accordance with the law of 12 May 1980. However, the risks in case of loss, theft or destruction in particular are transferred to the purchaser from the time of delivery. In this respect, the submission of drafts or any deed creating an obligation to pay does not constitute a payment within the meaning of the current clause.

If he is a reseller, the purchaser is authorised, as part of the normal running of his establishment, to resell the delivered goods. But he may neither pledge them nor transfer their ownership as guarantee.

In case of resale, the buyer undertakes to immediately inform the seller to enable him to possibly exercise his right of revendication on the price towards the third-party buyer. The resale authorisation is automatically withdrawn in case of the purchaser's insolvency.

Despite the application of the current property reservation clause, the purchaser will bear the expense of risks in case of loss or destruction from the time of delivery of goods.

14 – Order cancellation:

In case of cancellation of the order, the purchaser will remain liable to 20% of the value of this order.

15 – Jurisdiction clause:

Any dispute concerning the validity, interpretation, extent and consequences of the current contract will be, by express agreement, subjected to the Tribunal de Commerce de LYON, whatever the conditions of sale and the payment terms accepted, even in the case of third-party complaint or multiple defendants.