

GENERAL CONDITIONS OF SALE

1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE - ENFORCEABILITY

These General Terms and Conditions of Sale (hereinafter referred to as GTC) govern the contractual relationship between OMERIN SAS - Zone Industrielle - 63600 AMBERT – share capital 8 000 000 Euros - Trade and Companies Register Clermont Ferrand B 382 718 179, N°VAT : FR81382718179 (hereinafter referred to as the Seller) and the customer (hereinafter referred to as the Purchaser). These GTC are systematically sent or given to each Purchaser to enable them to place an order. Consequently, by placing an order the Purchaser implies complete compliance with these GTC, excluding any other document such as brochures and catalogues issued by the Seller which are for informational purposes and are non-contractual.

No special or general purchasing condition may prevail against these GTC or be imposed on the Seller without the Seller's express written consent. In the absence of express acceptance, no contrary condition may be raised in objection by the Purchaser, regardless of the time when it may have been brought to its knowledge. In particular, no non-competition obligation may be imposed on the Seller. The fact that the Seller does not enforce any one of these GTC at a given time may not be interpreted as a waiver to subsequently enforce one of those conditions. Only the latest version of the GTC shall be applicable. Such updated version must be communicated prior to the Purchaser placing an order and supersedes and replaces any prior agreements.

2. ORDERS

Orders are not final until they have been confirmed in writing by the Seller in the form of an acknowledgment of receipt unless otherwise provided for. The Seller is only bound by orders taken by its representatives or employees if written confirmation is signed and given. The benefit of the order is strictly personal to the Purchaser and may not be transferred without the Seller's consent.

3. AMENDMENT OF AN ORDER

Any amendment or cancellation of an order requested by the Purchaser may only be taken into consideration if it is received by the Seller in writing before the products are shipped. At the Seller's discretion, any changes or cancellations shall result in additional invoicing or the payment of penalties equal to 25% of the initial order. If the Seller does not accept the modification or cancellation, the deposits paid in advance will not be returned and shall remain the Seller's.

4. DEVELOPMENT OF PRODUCTS AND MODELS

The Seller reserves the right to make any modifications at any time it deems useful to its products without any obligation to modify any products previously delivered or in the process of being ordered. It reserves the right to modify the models displayed in its brochures and catalogues without prior notice.

5. DELIVERY

5.1. METHODS

Delivery shall be made either by direct delivery of the product to the Purchaser, or by delivery to a shipper or carrier at the Seller's warehouses. The Purchaser agrees to take delivery within eight days following the notification of availability. Once this deadline has expired, the Seller may:

- either consider the sale to be terminated automatically pursuant to Article 1657 of the French Civil Code without any formality and without prejudice to any damages. It may then dispose of the goods in favour of a third party.
- or send a formal demand to the Purchaser by registered mail to collect the merchandise within forty eight hours, otherwise, it will be stored in a place chosen by the Seller. The invoice for said merchandise will then be sent to the customer and will become due immediately in addition to storage fees.

5.2. DELIVERY TIMES

Deliveries are only made according to availability and in the order the orders were received. The Seller is entitled to make full or partial deliveries. Delivery times are stated as accurately as possible but nevertheless depend on the Seller's possibilities of obtaining supplies and transport.

Late deliveries may not give rise to any damages, deductions, or cancellations of current orders.

However, if the product is not delivered within a month after the stated delivery date for any reason other than force majeure, the sale may be cancelled at the request of either party. The Purchaser may then obtain a refund of its down payment to the exclusion of any other compensation or damages. The cases of Force Majeure are stipulated in Article 15 of these GTC.

In any event, delivery within delivery deadlines may only take place if the Purchaser is up-to-date with its obligations vis-à-vis the Seller regardless of the cause.

5.3. SHIPPING COSTS

For deliveries in mainland France, the products are shipped free of charge for all shipments over 800 euros excl. tax. For all shipments under 800 euros excl. tax, shipping shall be prepaid on the invoice. For other destinations, sales are subject to the Incoterm selected and specified by the parties. If no Incoterm is chosen, the sale shall be deemed to be EX WORKS.

5.4. TRANSFER OF RISK - DAMAGE - MISSING ITEMS

Unless written consent is given by the Seller, even if the sale is agreed upon to be shipped free of charge, the burden of risk is transferred to the Purchaser as soon as the goods are available at the Seller's warehouses. The products travel at the consignee's risk and peril. The Purchaser must pursue all possible recourse against the shipper in the event of missing items, damage, delays, etc. and shall make all arrangements and perform all procedures that prove to be necessary within the required time periods. In the event of damage during shipping or missing items, the recipient is solely capable of checking the condition of the goods upon arrival. It shall be the Purchaser's responsibility to express specific reservations on the delivery note in the presence of the delivery person. The Purchaser must then send confirmation to the shipper, confirming these reservations by registered mail with acknowledgment of receipt or through a bailiff within THREE (3) days.

6. COMPLIANCE

Without prejudice to the steps to be taken with regard to the shipper, complaints as to obvious defects or a non-compliance of the product delivered with respect to the product ordered or stated on the packing slip must be made in writing and sent to the Seller within 48 hours of delivery of the goods. It shall be the Purchaser's responsibility to provide any evidence of the actual defects or deficiencies found. It must allow the Seller every opportunity to ascertain these defects and correct them. It will not intervene itself or involve a third party for that purpose. For products sold in packaging, the weights and measurements at departure shall be sufficient to validate the quantities delivered. The lengths invoiced are those actually delivered. When they have been subject to a special manufacturing process, they may differ by 10% from the quantities ordered without this resulting in a claim by the Purchaser.

The quantity defined per unit of packaging can be composed of several lengths. For a packaging without cutting, the buyer must imperatively consult the seller beforehand who will confirm his agreement in writing in his offer.

7. REPLACEMENT

7.1. TERMS

Non-compliant or defective products may be replaced.

All product returns are subject to a formal, prior agreement between the Seller and the Purchaser.

Any product returned without such agreement shall be held at the Purchaser's disposal and shall not result in a credit. The Purchaser is always liable for the costs and risks of any returns. All returned products must be accompanied by a return slip which must be attached to the package and must be in the condition they were in when delivered.

7.2. CONSEQUENCES

In the event of a defect or non-compliance of the products delivered that is duly noted by the Seller as stipulated above, the Purchaser may be entitled to, at the Seller's discretion, either free replacement or reimbursement for the products, to the exclusion of any compensation or damages.

8. WARRANTY AGAINST HIDDEN DEFECTS

The products are warranted against hidden defects pursuant to Articles 1641 et seq. of the French Civil Code for a period of one (1) month from the date of delivery. The Seller's warranty is limited to inherent defects in the products sold that existed on the date they were sold. Under this warranty, the Seller's only obligation shall be to replace or repair (at the Seller's discretion) the product or component free of charge that it has acknowledged as being faulty. To qualify for the warranty, all products must be previously submitted to the Seller's after sales department whose agreement is essential for any replacement. All shipping costs shall be borne by the Purchaser.

The warranty does not apply to apparent defects.

9. LIABILITY - EXCLUSIONS

No warranty is granted by the Seller and its liability may not be incurred in the event of misuse of the products or a failure to comply with safety regulations. Also excluded are defects and deterioration caused by natural wear or an external accident (incorrect assembly or installation, poor storing conditions, abnormal use etc.), or by a modification of the product that was not intended or specified by the Seller. The Seller shall by no means be liable for consequential (loss of business etc.), indirect, or incidental damages associated with the products or their use.

In any event, the Purchaser's compensation shall be limited, at the Seller's discretion, to either replacement of the product or a refund of the ex-warehouse value. Any other compensation is excluded regardless of the cause of the claim. In the event of a claim incurring aeronautical and/or aerospace liability due to an incorrect or incomplete declaration by the Purchaser, the Seller reserves the right to hold the Purchaser fully and entirely responsible.

10. PRODUCT DATA SHEETS

The Purchaser shall be exclusively liable for the use of the products supplied by the Seller. Our technical advice for use, whether verbal or written, is for informational purposes only without any obligation and does not exempt the Purchaser from personally checking and adapting the products to the desired purposes. The product data sheets contained in the Seller's catalogue are subject to constant changes and **ONLY THE PRODUCT DATA SHEETS AVAILABLE ON THE**

SELLER'S WEBSITE ARE THE LATEST UPDATES. It shall be the Purchaser's sole responsibility to verify that he has the latest updates of the product data sheets and to obtain the latest updates or to expressly request them from the Seller when it places an order. In any case, the Seller's liability is limited under the conditions stipulated in Article 9 above.

11. PRICES

The prices are determined by an estimate. All prices are net, including packaging, ex-warehouse, and ex-tax, based on the prices provided to the Purchaser for supply of products and materials.

Any request for additional services such as research, engineering, test reports, factory acceptance, approval procedure, and various certificates shall be subject to additional invoicing by the Seller, unless otherwise agreed, which shall be separate from the cost of the product sold. The currency for payment shall be the euro unless otherwise stipulated. All taxes, duties, rights, or other benefit payable under French regulations or those of an importing country or a transit country shall be the Purchaser's responsibility. In the absence of the Seller's written consent, the shipping costs shall always be the Purchaser's responsibility.

12. INVOICING

An invoice shall be issued for each delivery and sent at that time unless a summary invoice is issued, referring to more than one delivery order.

13. PAYMENT

13.1. TERMS

Unless otherwise stipulated, all payments shall be made within 30 days of the invoice date. In the event of a deferred or future payment, a payment under this article is not the mere delivery of a bill of exchange or a cheque implying an obligation to pay, but the actual cashing on the agreed date.

13.2. ADVANCE PAYMENT

The Seller reserves the right to make the order condition on payment of an advance payment.

13.3. LATE PAYMENT OR DEFAULT

In the event of a late payment, the Seller may suspend any current orders without prejudice to any other course of action. Any amount not paid when due on the date stated on the invoice shall result in the application of penalties according to the ECB's refinancing rate plus 10 points and a collection fee of 40 euros pursuant to Articles L441-3 and L441-6 of the French Commercial Code. These penalties will be due as of right without prior formal notice and at the Seller's simple request. In the event of default, the sale shall be automatically terminated forty-eight hours after formal notice has gone unheeded if the Seller so desires who may, at its discretion, take back the products in accordance with Article 14 below, without prejudice to any other damages. Termination will not only affect the order in question, but also all previous unpaid orders, whether they have been delivered or are being shipped, regardless of whether or not their payment is already due. In the event of payment by means of commercial paper, the failure to return the accepted commercial paper will be considered as a payment default. Similarly, when payments are made in instalments, any failure to pay a single instalment shall result in the entire debt becoming immediately due without prior formal notice. In any of the above events, the amounts due for other shipments or any other reason shall become immediately payable if the Seller does not opt to terminate the corresponding orders. The Purchaser must reimburse all legal costs incurred for collecting the sums owed, including fees of public officers.

Under no circumstances may the payments be suspended or be subject to any compensation without the Seller's prior written consent. Any partial payment shall first be deducted from the unsecured part of the debt, and then from the amounts due that are oldest.

13.4. REQUIREMENT OF GUARANTEES OR SETTLEMENT

The Seller reserves the right to require a guarantee, a cash settlement or draft payable on demand before the execution of the orders received.

14. RETENTION OF TITLE

The products are sold under the retention of title: the transfer of ownership is subject to full payment of the price and its ancillary costs by the Purchaser on the agreed date. In the event of failure to pay the invoice on the due date, the Seller may, at its discretion, either seek recovery of the amounts due, or, without any legal formality being necessary, terminate the contract two (2) days after simple notice via registered letter has gone unheeded and repossess the products sold which remain in the Purchaser's ownership, at the Purchaser's expense. The Purchaser undertakes not to transform, incorporate, or assemble the merchandise before it has been fully paid for. The Purchaser must store the Seller's merchandise that has been sold which is subject to retention of title so that it is not mixed up with similar merchandise from another vendor. The Purchaser shall be responsible for opposing by all legal means any claims that a third party may make regarding the goods sold by way of seizure, confiscation, or equivalent procedures. As soon as it becomes aware, it must notify the Seller so that the Seller may safeguard its interests. In the event of resale notwithstanding this clause, the Seller shall be subrogated in all of the Purchaser's rights.

15. PACKAGING

Unless otherwise agreed, the packaging and containers are non-returnable. All packaging, containers, and wooden spools bearing the Seller's brand may only be used for its products and may not, under any circumstance, be used for other products than its own. Any breach of this rule shall expose the perpetrator to criminal prosecution and payment of damages.

16. FORCE MAJEURE

The Seller is not responsible for delay or failure to deliver and possible delivery in the event of force majeure. The following are deemed to be exculpatory causes within the meaning of this clause, besides force majeure in the strict sense: war, riots, accidents, fire, explosion, full or partial destruction or damage to the production site or storage site, total or partial strikes, terrorist attacks, lock-outs, shortages of raw materials or the inability of the Purchaser to obtain supplies, transportation stoppages, and any events that are reasonably beyond the Seller's control. The Seller shall inform the Purchaser regarding the cases and events listed above as soon as possible.

17. INDUSTRIAL PROPERTY

All equipment, product models, plans, specifications, data sheets and technical documents, assembly instructions, user manuals and other information supplied by the Seller shall remain its exclusive property at all times. Any full or partial reproduction is strictly prohibited. The Purchaser may not claim any ownership of the equipment, product models, plans and specifications, and other pieces of information and may not use them outside the framework of this contract of sale under any circumstances. The Purchaser agrees to inform the Seller of any event likely to infringe upon the patent, trademark, and/or products and any act of unfair competition concerning them.

All industrial property rights over the results arising from the performance of the order shall remain the Seller's property for an unlimited period and with no geographical limitation.

Photographs in the catalogue have no contractual value.

18. CONFIDENTIALITY

The Purchaser shall regard all information provided, and any technical formula or concept it may become aware of under this contract as strictly confidential and undertakes not to disclose it.

For the purposes of this clause, the Purchaser shall be liable for the acts of its employees as if they were its own.

However, the Purchaser may not be held liable for any disclosure if the items divulged were in the public domain or if it had knowledge of them or obtained them legitimately from a third party.

19. JURISDICTION - APPLICABLE LAW

All rights and obligations of the parties shall be governed by French law. Election of domicile is made at the Seller's registered office.

Before taking any legal action, the Seller and the Purchaser shall seek to reach an amicable solution (without suspending the statute of limitations) to disputes of any nature relating to these GTC.

If that fails, the courts of Clermont-Ferrand shall have exclusive jurisdiction in any litigation of any kind or of any dispute relating to the order, unless the Seller prefers to bring the matter before another competent jurisdiction.

This clause shall apply even in the case of summary proceedings, incidental claims, or multiple defendants or the introduction of third parties, regardless of the payment terms and method, without the jurisdiction clauses that may exist in the Purchasers' documents being able to impede this clause from being applied.