

## GENERAL CONDITIONS OF SALE AND RENTAL

The general conditions shown below apply to any Products supplied by ECOMESURE to the CLIENT (including the relating provision of services).

### I. HOW THE CONTRACT IS FORMED

The Contract consists of the following parts:

- the ECOMESURE estimate or the technical and business offer accepted by the CLIENT
- the special conditions and/or the order accepted by ECOMESURE,
- these general conditions.

The order of priority is the one established above should there be any discrepancy or contradiction between several contractual documents.

All ECOMESURE offers are made in writing. A verbal offer is never binding on ECOMESURE. Offers are valid for 90 days only, unless a different period is mentioned in the offer, unless the products, rates or other aspects are changed by the suppliers or the exchange rates alters. ECOMESURE does not have any obligations towards the CLIENT prior to a Contract being signed with the Client or before a Client's order is accepted in writing. Information and documents supplied by ECOMESURE remain its property and may only be used as part of a Contract with ECOMESURE. Any change to the Contract must be the subject of an additional clause signed by ECOMESURE, and an order cannot be cancelled without ECOMESURE's written agreement.

### II. STUDIES AND PLANS - VALIDATION

Any work involving study and research prior to the Contract (such as producing a technical bid, compiling a detailed plan, producing documents relating to qualifications, etc.) shall be invoiced to the Client at the hourly rate indicated in ECOMESURE's prices. The amount owed for this shall be added to the Client's first order.

As a specialist professional in his field, the CLIENT is responsible for approving, after thorough examination, the studies, plans, proposals and drafts proposed by ECOMESURE, making sure they meet his needs and proceeding to carry out all the necessary checks in this regard. Validation by the CLIENT relieves ECOMESURE from any liability with regard to the content of the documents checked. The CLIENT must supply ECOMESURE with any plans, documents and/or any information needed for fulfilling the Contract by the required deadlines.

### III. PAYMENT

Prices are understood to be ex-tax and ex customs charges, ex-works ECOMESURE (EXW factory, Incoterms CCI, edition 2000). Prices may be revised at any time without notice. Invoices are payable by bank transfer 30 days after the delivery date. Complaints or claims made by the CLIENT cannot under any circumstances have the effect of deferring or suspending payments. Invoices must be sent to the ECOMESURE head office. ECOMESURE may make the acceptance of an order conditional on an advance payment or the presentation of payment guarantees. Payments may be made by bill of exchange if this is accepted. All costs relating to the payment (commission, reminders, and so on) are the Client's responsibility. Any delay in payment leads to application by right of default interest calculated on the basis of three times the legal interest rate (article L441-6 para. 8 Commercial Code), the application of an all-inclusive penalty of 40 € and immediate payment of any amounts still owed to ECOMESURE.

### IV. DELIVERY

Delivery deadlines are indicated on the assumption that the CLIENT has complied with his contractual obligations. Products are considered to have been delivered once they become available in the ECOMESURE warehouses or those of its sub-contractors (EXW manufacturing factory, Incoterms ICC, edition 2000). ECOMESURE shall notify the CLIENT when the Products become available. A Delivery statement shall be compiled in the presence of both parties and signed by ECOMESURE and the CLIENT (or his representative). In the absence of the CLIENT delivery to the factory is automatically declared and the Delivery statement is considered to have been compiled in the presence of both parties.

The CLIENT is responsible for carrying out all checks, making all reservations on receiving the Products and, if necessary, lodging any claims against the carrier within three days of receiving the goods. These reservations must also be notified to ECOMESURE within the same period by means of registered letter with acknowledgement of receipt. If the CLIENT is to blame for delivering Products late, the storage and warehousing costs are his responsibility and invoiced in addition. If delivery is delayed for over 30 days, the CLIENT may cancel the order if this has not been delivered seven days after ECOMESURE has received a registered email with return receipt requesting delivery. ECOMESURE shall not owe any compensation in relation to delayed delivery. ECOMESURE is responsible for packaging. Packaging shall not be returned.

### V. INSTALLATION

The services of installation, calibration or other are not included in the Product sale price. Installation does not include any work involved in foundations, civil engineering works, equipment maintenance, wiring, links, connections (electrical, computer, hydraulic, compressed air, etc.), chassis, frameworks, equipment supports, insulation and protection.

### VI. TRANSFER OF RISKS – RESERVATION OF OWNERSHIP

Once Delivery has taken place risks are transferred to the CLIENT. ECOMESURE remains the owner of the Products until ECOMESURE has received all the amounts owed under the Contract. If no payment is made ECOMESURE may require that all the Products be returned or that their resale price is handed over if they have been sold by the Client (Art. L 624-16 of the Commercial Code).

### VII. LEASING EQUIPMENT

The period of the lease is stated in the special conditions. Throughout the period of the lease and up until the actual, complete return of the rented equipment, recorded by a signed return statement, the equipment and its use is the exclusive responsibility of the Client entrusted with it, particularly in the event of the equipment deteriorating or damage associated with its use. It is essential for any claim associated with the state of the rented equipment to be made within 24 hours of the start of the rental period in the case of apparent fault, and 3 working days for non-apparent operational faults. Failing this, the rented equipment is considered to have been made available in perfect condition. The rental rates do not include either transport, maintenance or insurance which must be paid by the Client. Any intervention relating to the rented equipment must be carried out at the Client's expense by a technician approved by ECOMESURE. A surety or a security deposit calculated on the basis of the value of the rented equipment may be required by the Client. ECOMESURE may access the rented equipment at any time and the Client undertakes to allow him this access, including to recover equipment on expiry of the rental period or in the event of rental arrears. The Client agrees not to object to the rented equipment being returned or to enforce any right of retention, or other right, over the rented equipment. The Client undertakes to do nothing to change the rented equipment or the way it operates and to ensure that the identification plates

and references to ECOMESURE's ownership remain visible on the equipment. The equipment must be returned in perfect operating condition, in its original packaging, accompanied by all its accessories and documentation. Any missing part or repair costs shall be invoiced to the Client at a new for old price. As the keeper of the rented equipment which remains the property of ECOMESURE, the Client must sign an insurance policy covering the new for old value of the equipment to the benefit of ECOMESURE, proving to ECOMESURE that this has been done before the rental period begins by supplying documentary proof of a "consigned goods" insurance policy. If the equipment is not actually returned at the end of the rental period, and if ECOMESURE has not issued a written agreement for extending the rental period, the client shall owe all-inclusive compensation equal to three times the rental price. If the equipment has deteriorated to the extent of requiring an intervention, rental instalments shall remain in force throughout the period the equipment is out of use until it can be used once again.

### VIII. GUARANTEE AND EXCLUSIONS

ECOMESURE guarantees that the Products comply with the technical specifications defined in the Contract, subject to the usual tolerances. As soon as the Client receives the Products, he must check them and, if he finds a fault or non-conformity, must inform ECOMESURE of this immediately in writing, providing it with all the information needed to describe the nature of the fault noted. The Parties undertake to work together to carry out a joint analysis of the faults noted in order to determine their origin.

Unless this is explicitly referred to in the Contract ECOMESURE does not guarantee that the Products are suitable for a given use, and nor does it guarantee its performance or other specifications. All the consequences of specifications which have been validated by the CLIENT, the normal wear and tear of the Products, all consequences of negligence, lack of supervision or maintenance, incorrect manoeuvres not attributable to ECOMESURE, use which does not comply with the specifications, the effects of the environment where the product is being used (energy, chemical, electrical or electrochemical influence, etc.) a change or repair made without the written approval of ECOMESURE, are also excluded from any guarantee. Batteries, thermocouples, thermometers, glass or quartz parts, heating resistances and consumables are excluded from any guarantee. The Client must pay in full for any intervention carried out by ECOMESURE which is not covered by a guarantee.

Under the heading of the Product guarantee, for a period of 12 months following delivery ECOMESURE modifies, repairs or replaces, as it sees fit, Products recognised to be faulty, subject to the Client having fulfilled all its obligations towards ECOMESURE. Whenever an intervention is required on Site, the CLIENT organises Site access for ECOMESURE (access permit, etc.) and informs ECOMESURE of the obligations associated with its intervention on Site (site regulations, etc.). ECOMESURE is responsible for labour costs for changes, repairs or replacements (excluding accommodation costs) excluding the costs incurred and the labour required by the conditions of using or installing the Product (e.g. transport and accommodation costs, costs for returning the faulty Product, costs for sending back the repaired Product, dismantling and reassembling items not forming part of the Product, etc.). Costs for returning or moving the equipment remain the responsibility of the Client. The Product can only be returned after the prior, written agreement of ECOMESURE has been obtained. Faulty parts which have been replaced become the property of ECOMESURE. No claim under the guarantee can be presented over 12 months after Delivery. The Client is informed of the possibility of requesting more extensive guarantees for an additional price and knowingly accepts the extent and limitations of the guarantee referred to above.

### IX. LIABILITY

ECOMESURE cannot be held liable except in the case of a failing considered to be the result of its action and for the direct damages this has caused, to the exclusion of any indirect damage or moral prejudice (commercial damage, loss of clientele, loss of orders, loss of production, loss of earnings, interference with business, loss of profit, damage to the brand image, claims from third parties, etc.) within the limits of the amounts paid by the CLIENT to ECOMESURE under the Contract. No claim or any kind can be lodged more than one year after its obligating event.

### X. INDUSTRIAL PROPERTY

Plans, studies and documents of any kind (referred to hereinafter as Studies) produced by ECOMESURE and sent to the CLIENT are the property of ECOMESURE. Sending through these Studies does not constitute a transfer of rights (in particular rights of industrial property and/or intellectual rights) held by ECOMESURE or the granting of any licence over the Studies sent through. Studies cannot be reproduced and/or used by the CLIENT without ECOMESURE's written authorisation. The CLIENT undertakes to return to ECOMESURE on its first request, all the Studies in its possession, without keeping any total or partial copies.

### XI. TERMINATION

The Contract shall be terminated by right by ECOMESURE fifteen days after sending formal notification, sent by registered letter with return receipt to the CLIENT, has failed to produce any effect with regard to non-compliance with this Contract (particularly in the event of non-payment)

### XII. TRANSFER - SUB-CONTRACTING

ECOMESURE reserves the rights to sell, transfer or hand over to a third party, in whatever form, the rights and obligations of the Contract (in particular manufacture of the Products) subject to this third party replacing ECOMESURE in manufacturing them.

### XIII. EXCEPTIONAL CIRCUMSTANCES

If circumstances arise which cannot reasonably be foreseen and which may hamper ECOMESURE's fulfilment of its obligations, ECOMESURE shall not be liable for the failure to fulfil its obligations subject to having informed the CLIENT of this immediately and having taken all necessary measures to limit their effects. If the effects of an Exceptional Circumstance extend for longer than 90 days, the CLIENT may terminate the Contract on simple notification by registered letter with return receipt. Should this occur, the CLIENT undertakes to reimburse ECOMESURE for all the costs incurred in drawing up the Contract. This article refers particularly to the following: changes in the law or regulations, governmental acts, social conflicts, blockades, wars and riots, natural catastrophes, serious accidents, strikes relating to transport, means of communication or supplying energy.

### XIV. SETTLING DISPUTES

If any dispute arises as a result of this Contract, the Parties shall, in good faith, do their utmost to seek an amicable solution. Prior to taking any legal action, and unless there is a request for evidential or preventive measures, they undertake to give their respective counsel a mandate to seek an amicable solution between one another and in the strictest confidentiality. If an amicable solution cannot be reached within a period of 3 months, all disputes relating to the Protocol (in particular its signature, validity, fulfilment, interpretation, termination and obligations subsequent to termination) shall be the exclusive competence of the Commercial Court of Evry.

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