

## General conditions of intervention

### Recitals

**These general conditions of sale take precedence over all other conditions, including those in force at any contracting party of the MIPCO Company.**

### Article 1 – Scope of application

1.1 All orders for products entail acceptance without reserve by the buyer and its full and entire adhesion to these general conditions which, take precedence over all of the buyer's other document', and in particular over all general conditions of purchase, unless exceptionally and formally agreed otherwise by MIPCO beforehand.

1.2 These general conditions of sale apply to all sales of products by MIPCO, unless specifically agreed otherwise in writing between the parties prior to the order.

1.3 All orders for products and services entail acceptance without reserve by the buyer of its full and entire adhesion to these general conditions, which take precedence over all of the buyer's other documents, and in particular over all general conditions of purchase, unless exceptionally and formally agreed otherwise by MIPCO beforehand.

1.4 All documents other than these general conditions of sale, notably catalogues, prospectuses, advertising or notices, are for information on an indicative basis only and have no contractual value.

1.5 The fact that the company might not, at a given time, invoke any one of these general conditions of sale shall not be interpreted as applying as renunciation by us to invoke them at a later time.

### Article 2 – Definitions

- "CONTRACT": means all documents defining and governing the respective obligations of the MIPCO Company and the CLIENT.

- "PARTIES": means the CLIENT and/or the MIPCO Company.

- "ORDER": means all order bearing on the products and services provided by the MIPCO Company and accepted by it, accompanied by the down payment stipulated on the order form.

- "MISSIONS": means all interventions or services the nature and extent of which are specified in the CONTRACT.

- "MACHINE": machines the equipment, parts, accessories and devices attached thereto.

- "FORCE MAJEURE": considered cases of *force majeure* are all circumstances independent of the will of the parties that prevent performance of the CONTRACT and in particular, other than the cases usually adopted by the courts, total or partial strikes internal or external to the company that might have an effect on realisation of the CONTRACT, lockouts, inclement weather, storms, flooding, water damage, fires, earthquakes, interruptions of energy supply or of raw materials, epidemics, accidents, blocking of means of transport or of procurement, filing for bankruptcy by one of the players in the mission, governmental or legal restrictions.

### Article 3 – Orders

3.1 All orders by the CLIENT are subject to an MIPCO order form signed the CLIENT specifying the characteristics of the mission and of the machines.

3.2 MIPCO orders that have been sent in are irrevocable for the CLIENT except in the case of a signed request for modifications of the order or of the content of the mission which are conferred and accepted by the MIPCO Company in writing.

3.3 Any request for modification of the composition or volume of an order placed by the CLIENT can be taken into account by MIPCO only if the request is made in writing, including by fax or electronic mail, and reaches MIPCO no more than eight (8) days after receipt of the initial order by the latter.

3.4 In case of a request for modification coming from the CLIENT, MIPCO shall submit to said CLIENT a modification form specifying the possible effect of this modification, particularly as concerns costs and time limits.

On receipt of the estimate bearing on the modifications made by the CLIENT, the latter shall have a period of eight (8) days as from the date of receipt to give its consent to the MIPCO Company.

3.5 In case of modification of the order by the CLIENT, MIPCO will be released from the agreed time limits for its execution.

### Article 4 – Date of coming into force of the CONTRACT

The CONTRACT shall come into force only on the date on which it is signed by the parties, on the one hand, and on receipt by MIPCO of the down payment between the parties, on the other.

### Article 5 – Delivery times

5.1 Delivery times are given only for information and on an indicative basis.

5.2 Our company strives to observe the delivery times it indicates on acceptance of the order and to execute the orders except in case of *force majeure* or in case of circumstances beyond its control such as strikes, frost, fire, storm, flooding, epidemic or difficulties with procurement, without this list being restrictive.

5.3 Delays in delivery shall result in no penalty or compensation, nor shall they be grounds for cancelling the order.

5.4 Any delay in relation to the indicative delivery times initially given shall in no way justify cancellation of the order placed by the CLIENT and registered by our company.

#### **Article 6 – Terms of delivery**

6.1 Deliveries are made carriage paid.

The transfer of risks on machines sold by MIPCO takes place on remittance to the carrier or at the time the machines leave the warehouse.

6.2 The merchandise and machines travel at the risks and perils of the consignee which, where applicable, shall express all reserves to the carrier on receipt.

6.3 It is incumbent on the client, in case of damage to the delivered merchandise or in that of shortages, to express all required reserves to the carrier as quickly as possible and immediately due to regulations in the area of transport.

Any machine that has not been subject to reserves by sending the carrier a recorded delivery letter with acknowledgement of receipt within three (3) days, in application of article L133-3 of the Commercial Code, a copy of which shall be sent simultaneously to our company, shall be considered accepted by the CLIENT.

#### **Article 7 – Return of merchandise**

7.1 The machines and equipment are sold in their state.

Nevertheless, without prejudice to the provisions to be taken by the CLIENT with regard to the carrier, all claims bearing on non-compliance of the merchandise delivered with the merchandise ordered or with the consignment note must be sent by recorded delivery letter with acknowledgement of receipt to MIPCO on receipt of the merchandise by the CLIENT, and in any event no later than within three (3) days of receipt.

7.2 It is incumbent on the buyer to provide all supporting documents as to the reality of the defects or shortages observed.

7.3 No merchandise shall be sent returned by the CLIENT without prior formal consent from our company in writing.

Any product returned without the consent of our company shall remain at the buyer's disposal and shall not result in a credit note.

7.4 Any return accepted by our company shall result in a credit note in favour of the buyer after quantitative and qualitative verification of the products returned.

7.5 The costs and risks of return are borne by the buyer at all times.

7.6 In any event, no return shall be accepted after a period of eight (8) days following the date of delivery.

7.7 Acceptance without reserve of the products and machines ordered by the CLIENT covers all conspicuous defects or shortages, making any return of the merchandise impossible.

7.8 A claim filed by the CLIENT subject to the conditions stipulated by article 8.1 does not suspend payment by the CLIENT for the merchandise concerned.

#### **Article 8 – Insurance**

8.1 MIPCO shall take out and keep in force throughout the duration of the contract all insurance policies necessary for covering the risks and responsibilities incumbent on it in the missions conferred on it, and in particular the Professional Civil Liability Policy.

8.2 In the case of services performed by MIPCO on the sites of realisation, the CLIENT shall oversee and carry out all required steps to ensure that these services are included in the necessary 'Comprehensive Construction Site' insurance policy.

8.3 The CLIENT agrees to insure machines in use or at rest, including insurance covering theft and fire, from the time of their receipt on the site and until payment for said machines is complete.

#### **Article 9 – Delivery dates**

9.1 Delivery times are given for information only and on an indicative basis; these delivery times depend on the availability of the carriers and on the order of arrival of the orders.

However, MIPCO strives to observe the delivery dates indicated in the order in accordance with the reference logistical time in the profession and to execute the orders, except in case of *force majeure*.

9.2 Delays in delivery shall not result in penalty or compensation, nor shall they be grounds for cancelling the order.

Moreover, any delay in relation to the indicative delivery times initially provided for shall not justify cancellation of an order placed by the CLIENT and registered by the MIPCO.

#### **Article 10 – Force Majeure**

10.1 If, due to a case of *force majeure*, as defined in article 2, performance of the CONTRACT becomes impossible within a reasonable period of time or in a definitive way, each of the parties shall be entitled to withdraw from the CONTRACT on first notification to the other party by recorded delivery letter with acknowledgement of receipt.

10.2 In no case, however, shall a case of *force majeure* suspend, delay or prevent payment for services and machines already supplied on the date of the event or for services and machines provided subsequent to said event.

#### **Article 11 – Refusal of order**

If a client has placed an order without paying for the previous order or orders, MIPCO can refuse the honour of the order and to carry out the mission concerned, without the CLIENT claiming compensation of any kind.

#### **Article 12 – Price and terms of payment**

12.1 Prices as well as the method of remuneration and down payments are determined between the parties and specified in the CONTRACT, and in particular in the estimates drawn up by the MIPCO Company.

12.2 Price of sale is understood carriage paid to the place of delivery.

12.3 Any sums not paid on the due date shall result in payment by the CLIENT of penalties fixed at one and a half times the legal rate in application of Law no. 92-1442 of 31 December 1992.

In application of article L441-6 of the Commercial Code, these penalties are payable *ipso jure* on receipt of the notice informing the CLIENT that they have been charged to the company.

12.4 In the event of delay of payment, MIPCO can suspend all orders and deliveries underway without prejudice to any other channel of action after a formal notice remaining without reply within forty-eight (48) hours following said formal notice.

12.5 In the event of default of payment ten (10) days after a formal notice remaining without reply, the CONTRACT can be terminated by MIPCO *ipso jure*.

12.6 MIPCO reserves the right at any time, according to the risks incurred, to fix a ceiling on the sum outstanding for each buyer and to require certain deadlines for payment or guarantees.

#### **Article 13 – Termination of the contract – Cancellation of order**

13.1 The CONTRACT can be terminated in the following cases:

- due to non-performance: the CONTRACT can be terminated by either side after a formal notice sent by recorded delivery letter with acknowledgement of receipt remaining without reply for fifteen (15) days in the event of a serious failure by one of the parties to perform one of its contractual commitments.

It shall be incumbent on the party that wishes to terminate the CONTRACT to provide proof of the failure to perform invoked against the other party and to inform it thereof by recorded delivery letter with acknowledgement of receipt based on substantive grounds.

- at the CLIENT's initiative: except for the case of *force majeure*, and if the CLIENT wishes to terminate the CONTRACT, MIPCO shall collect a sum equal to twenty percent (20%) of the price of sale.

This compensation shall also be due in case of cancellation of order by the CLIENT; in such a case, however, MIPCO can require that the CLIENT take delivery of the machines and pay the price for such.

- due to legal reasons: MIPCO reserves the right to cancel the CONTRACT in the event of suspension of payment, receivership or liquidation of the CLIENT's assets, with remuneration of the phases executed and of the phase underway then remaining due to MIPCO.

- at its initiative, MIPCO reserves the right to terminate the CONTRACT in the event of interruption of the mission for more than three (3) months for reasons attributable to the CLIENT or to the manufacturers, in case of non-payment or of repeated delays in payment by the CLIENT or in the event that the CLIENT fails to perform its commitments after the sending of a recorded delivery letter with acknowledgement of receipt remaining without reply for more than ten (10) days.

13.2 In case of termination by MIPCO due to the CLIENT, the invoices corresponding to the machines already delivered shall remain due to MIPCO.

Moreover, in this case MIPCO shall collect compensation equal to thirty percent (30%) of the total price of sale.

#### **Article 14 – Ownership reservation clause**

The transfer of ownership of the products and merchandise supplied by MIPCO is suspended until full payment of the price for such by the buyer, even in the case of granting postponement of payment. Any clause to the contrary resulting in particular from the general conditions of purchase is considered unwritten in application of article L 621-122 of the Commercial Code.

In the event of non-payment of the price on the due date, be it total or partial, MIPCO shall be authorised to have an inventory of the merchandise belonging to it proceeded with, it being contractually assumed that the merchandise found at the CLIENT's is unpaid for merchandise belonging to MIPCO.

The merchandise and products supplied by MIPCO shall remain the property of MIPCO until full payment of their price by the CLIENT which, however, shall become responsible for such from the time they are handed over materially, with transfer of possession entailing transfer of risks.

#### **Article 15 – Liability – Warranty against conspicuous or concealed defects**

15.1 The products and machines must be verified by the CLIENT upon delivery, and all claims, reserves or contestations bearing on shortages and conspicuous defects must be made subject to the conditions laid down in article 8.

The CLIENT shall provide all supporting documents as to the reality of the defects observed, with MIPCO reserving the right to proceed, directly or indirectly, with all useful observations and verifications on site.

15.2 Notification of defects existing at the time of delivery and those revealed after receipt of the machines shall be expressed by the CLIENT in writing within three (3) days following the date on which it discovers the lack of conformity.

No notification of defects will be taken into account if it occurs more than three (3) clear days after delivery of the products.

15.3 No legal action for non-conformity can be instituted by the CLIENT more than eight (8) days after delivery of the products.

It is formally agreed by acceptance of these general conditions of sale by the CLIENT that after expiry of this period of time, the CLIENT can neither invoke non-conformity of the machines nor oppose non-conformity in a counter-claim to defend itself on the occasion of a legal action for the collection of receivables instituted by MIPCO.

15.4 MIPCO declines all responsibility for any damage that might be caused due to abnormal conditions which are non-compliant with the legislation in force regarding use and conservation at the CLIENT's.

15.5 In no case can MIPCO's responsibility be sought out for events that might occur during transport, destruction, damage, loss or theft, even if it has chosen the carrier.

#### **Article 16 – Confidentiality – Intellectual property**

All technical documents remitted to the client by the MIPCO Company (studies, offers, drawings, illustrations, photographs, sketches) remain the exclusive property of MIPCO, the sole owner of the intellectual property rights on these documents, notwithstanding payment of its remuneration, and must be returned to it at its demand.

The CLIENT agrees to make no use of these documents that might prejudice the industrial or intellectual property rights of the MIPCO Company, and it agrees to disclose them to no third party.

The CLIENT agrees to disclose none of the methods or processes employed by MIPCO, nor any other information on the activities, customers or any other partners of the MIPCO Company it might have gained knowledge of on the occasion of the contract.

In the same way, MIPCO is forbidden to use for purposes other than those stipulated in the contract information it is provided with by the CLIENT, and it agrees not to disclose the information and documents provided by the CLIENT unless otherwise formally authorised by the CLIENT.

#### **Article 17 – Transfer of the CONTRACT**

This CONTRACT cannot be validly transferred to a third party by one of the parties without prior written consent by the other party.

#### **Article 18 – Choice of forum**

Any dispute bearing on application of these general conditions of sale and on interpretation and performance thereof or on the contracts of sale or purchase by our company or on payment of the price shall be brought before the Commercial Court within whose jurisdiction the registered office of the MIPCO Company lies, whatever the place of ordering, delivery and payment, and this even in the event of introduction of third parties or of multiple defendants.

#### **Article 19 – Governing law**

All questions relating to these general conditions as well as to the services provided which they govern that might not be taken into account by these stipulations shall be governed by the laws of France and suppletorily by the Vienna Convention on the international sale of merchandise.

#### **Article 20 – Acceptance of the general conditions**

These general conditions are formally agreed and accepted by the CLIENT, which declares and warrants that it is fully knowledgeable thereof as from the pre-contractual stage, and it thus renounces invoking any other contradicting document.