

1. Scope

All our sales are governed exclusively by these general conditions of sale. The mere fact that an order has been placed implies renunciation on the part of the purchaser of his own general conditions of purchase and acceptance of these conditions.

Partial invalidity:

If one or more provisions of this contract are considered to be invalid or declared as such, in application of a law, a regulation or following a final decision of a competent jurisdiction, all the other provisions shall retain their effect and scope.

This agreement and its appendices express all the obligations of the parties. No general or specific condition set out in the documents sent or submitted by the parties may be integrated in this contract.

The fact that one of the parties does not claim that the other party has not fulfilled any of the obligations referred to in these conditions shall not be interpreted in the future as a renunciation of the obligation in question.

2. Orders and Estimates

All orders, including those placed by telephone or fax, must be confirmed in writing on the headed paper of the purchaser.

The order must mention, in particular: the reference of the document; the quantity; type; price agreed; the terms of payment; the place and date of delivery or removal (if other than the place of invoicing).

All estimates shall be valid for 30 days from their date of preparation. No sale can take place until acceptance of the order has been confirmed in writing by SERG and payment of the sums specified in the order has been paid by the purchaser. No quantitative amendment of the order or cancellation may take place unless agreed in writing by SERG. Any order may be refused if the guarantees of solvency of the customer, verified by the competent departments of SERG, are considered insufficient and/or if the order is issued by a customer with whom there have already been one or more payment issues. In the absence of satisfactory guarantees SERG will demand from its customer a cash payment. No discount for cash payment or early payment will be granted to them.

3. Amendment of the order by the customer

Any amendment, during the execution of the order, must be expressly requested in writing by the customer within a period of 8 days from the date of the order and expressly accepted in writing by SERG. All the costs and direct and indirect consequences of the amendment (supplementary costs, extension of the delivery period...) shall be borne by the customer and notified in advance to the customer on receipt of the amendments requested.

4. Prices

The prices shall be established excluding VAT at the tariff in force on the date of placement of the order on the basis of the economic conditions prevailing at the time. They shall remain valid, unless expressly mentioned in the prior quotation, for a period of 3 months. SERG'S prices shall be understood to be exclusive of VAT, not including packing and transport. Any change in the VAT rate, direct or other taxes occurring after the date of acceptance of the order shall be borne by the customer from the date on which it comes into force. Tariffs for the SERG products that are subject to fluctuations between the American dollar (USD) and the Euro (EUR) shall be reviewed every quarter.

If, between the dates of ordering and delivery, the price of the equipment or parts ordered is subject to an increase not exceeding 5% for the reasons given above, the purchaser shall pay an increase equivalent to this variation without being able to demand cancellation of his order. If the increase is greater than 5%, SERG must inform the purchaser, by recorded delivery letter, of the amount of the increase. The purchaser shall then be entitled to cancel the sale, in writing, within 8 days of receipt of the letter informing him of the variation in price, failing which SERG shall consider the order to have been accepted.

The tariffs for services (repair, installation, etc.) shall not include costs of transport, hotels or meals of the SERG technician and shall be borne by the customer.

5. Delivery

Delivery shall be made either by direct forwarding to the customer, by simple notice of availability, by delivery to our premises using a carrier commissioned by the customer or, failing this, commissioned by SERG. All shipments shall be made by SERG collect or carriage paid. Goods shall be transported at the risks and perils of the purchaser. The purchaser undertakes to receive the products at the place and on the date indicated by SERG. Failing this, the delivery, with all its effects, shall be considered to have been made on that date. Any request to postpone the date of delivery must be made by the customer at least 15 days before the specified date.

SERG may make its agreement conditional upon the payment of additional costs and immediate settlement of a payment on account.

All costs of insurance, customers, handling and transport to the site shall be borne by the purchaser.

The unloading of the products at the place of delivery shall be carried out under the sole responsibility of the purchaser and with his own handling equipment. It is his responsibility to inspect the shipments on arrival and to take action, if necessary, against the carriers, even if the shipment has been made carriage paid. The delivery conditions, namely payment of instalments and extra costs, shall be set out on the order form and in the invoice.

6. Delivery times

The delivery times shall always be notified by SERG according to the possibilities of supply and production at the time of the quotation, and are given as a guide only.

The purchaser may not invoke any delays in delivery to cancel the order, claim damages or refuse to pay the price.

In the initial period cases of force majeure will suspend the execution of this contract.

If cases of force majeure persist for more than three months, this contract shall be cancelled automatically.

The following shall be expressly considered cases of force majeure or unforeseen circumstances, in addition to those normally considered by the case history of the French Courts and Tribunals: total or partial strikes, inside or outside the company, lockouts, bad weather conditions, epidemics, blockage of means of transport or supply for any reason, earthquake, fire, storm, flood, water damage, government or legal restrictions and any other case beyond the express control of the parties preventing normal fulfilment of this contract.

In all cases SERG shall inform the purchaser in good time of the cases and events listed above.

Any delay in delivery due to a characteristic fact of force majeure shall, at the discretion of SERG, involve either the cancellation of the sale pure and simple, or the extension of the delivery periods or availability without any of the parties being entitled to claim any compensation.

In any case delivery within the specified periods can only be made if the purchaser has met all his obligations vis-à-vis SERG.

Any delivery of the products before the date of delivery specified at the time of the order shall imply acceptance without reservation of the products concerned and shall initiate payment of the sums specified in the terms of payment.

When delivery is made on the basis of notice of availability SERG undertakes to inform the purchaser in writing of the date of availability. The purchaser undertakes to take delivery of the parts within 48 hours following receipt of the notice of availability. Once this time has elapsed the storage costs shall be billed to the purchaser (without prejudice to any action SERG intends to take by way of damages).

If the parts require commissioning or installation by SERG, the purchaser shall be responsible for making available the space required for unpacking and installation of the parts, as well as a good supply of the resources required for the machine parts by the SERG engineer, as described by SERG in the installation document. If the installation is delayed for a reason attributable to the purchaser, every additional day will be charged at 1,200 € excl. VAT.

Where installation is carried out by SERG personnel the costs (transport, accommodation, meals) shall be borne by the customer.

7. Transport

The method of transport chosen by SERG shall be considered contractually as the best method adapted to the routing of the goods shipped. Any deviation from this method must be the subject of an express request of the purchaser by letter within a period of 3 days.

Unless otherwise provided for, the transport operations shall be at the expense, risks and perils of the purchaser, who will be responsible for checking the number and condition of the parts delivered upon receipt of the delivery.

In the case of damage the purchaser must make the customary reservations on the delivery note and inform SERG of this within 48 hours of receipt by recorded delivery letter.

8. Insurance

The customer must insure himself with an insurance company that is known to be solvent and established in France for all the financial consequences of his criminal and/or contractual civil liability as a result of physical injury, material and/or immaterial damage caused to the service provider and/or any third party during execution under the terms of this contract, the special conditions and appendices.

In this connection the customer undertakes to pay the corresponding insurance premiums.

The insurance must be able to be claimed until the expiration of the period of liability of the customer under the provisions of this contract, the special conditions and appendices.

9. Acceptance - Inspection

The parts must be inspected within 24 hours following delivery.

Without prejudice to the arrangements to be made with the carrier, the purchaser must inform SERG by recorded delivery letter, within the period established above, of all visible defects or lack of conformity of the parts delivered. The purchaser must grant to SERG the authority to proceed with the establishment of these defects or anomalies and to refrain from intervening himself or have third parties intervene for this purpose.

Once the period established above has expired, any claim of any kind will be considered inadmissible.

If the purchaser expressly or tacitly renounces this acceptance, for a reason other than non-conformity, the delivery shall be considered to conform to the order.

The non-conformity of part of the delivery shall not release the purchaser from his obligation to pay for the parts for which there is no dispute.

Any defect or faulty work recognised after a thorough examination shall only oblige SERG to replace the parts recognised as defective free of charge, to the exclusion of any loss of operation or additional prejudice..

10. Terms of payment

The invoices shall be issued on the date of delivery of the parts.

Unless special conditions are agreed by SERG, the invoices shall be payable to the registered office of SERG within 10 days of receipt of the invoice without discount. Any special conditions prevailing prior to 1 January 2009 shall legitimately relate, from that date, to the periods of payment capped by the Economy Modernisation Act of 0408.2008 or by the decrees homologating the derogatory agreements provided for in the said Act: A maximum of 60 days from the date of issue of the invoice or 45 days end of month. The 60 days are net and calendar days.

At the time of entering into relations SERG reserves the right to make the first deliveries on payment of a fee or to demand payment in advance.

Whatever the method of payment agreed between the parties, the payment shall not be considered to have been made until effective and complete collection of the invoiced price.

In the event of a delay in payment of a single instalment all sums due shall immediately become payable, even if they are not yet due. The sums due shall be legitimately subject to interest on the basis of the statutory interest rate in force plus 10 percentage points. The delay penalties shall give rise to a minimum fixed collection of 100 € excl. VAT.

In the event of total or partial non-payment of an order on the due date, the sums due under that order or other orders already delivered, or in the course of delivery, shall be immediately payable after a reminder has remained without result after a period of 8 days has expired.

In the case of part payment, this will be considered to take priority over the delay penalties, then on the current due dates by order of decreasing age.

No discount is agreed for cash payment or early payment.

The payments on account or deposits shall always be payable in cash.

Any dispute, malfunction or repair shall not result in a postponement of the date of payment.

11. Sale cancellation clause

All orders are accepted taking into consideration the legal, financial and economic status of the purchaser at the time of ordering. This means that if the financial status of the purchaser deteriorates between the date of the order and the date of delivery, SERG would be entitled either to demand payment before delivery or cancel the sale contract. In the event of non-fulfilment of any one of these conditions, SERG shall send the debtor a notice of default by recorded delivery letter. If the purchaser fails to meet his obligation within a period of one week from this notice of default, the contract of sale may be legitimately cancelled if SERG so wishes. The purchaser may not request cancellation of the sale contract or hold SERG liable if the initial technical specifications or characteristics are changed between placement of the order and delivery, resulting in the application of a national or community text or from recommendations of SERG or one of its suppliers. In all cases SERG undertakes to inform the purchaser of these modifications as soon as possible, but in any case before delivery.

12. Reservations of ownership

The transfer of ownership of the products manufactured by SERG shall be suspended until full payment of the price has been made. Products delivered and not paid for may be claimed back even in the case of collection proceedings according to Article L624-16 and L624-18 of the Commercial Code. The postponement of the transfer of ownership shall not affect the transfer of risks. Payments made on account shall be retained by SERG by way of compensation.

13. Warranty

SERG shall guarantee that the products sold to the customer conform to the technical specifications. Its warranty consists only of the replacement of parts and products recognised as non-conforming or suffering from a hidden defect or, at the sole discretion of SERG, reimbursement of the invoiced price.

The warranty period is limited to 12 months from the date of acceptance, parts and labour not included.

The work resulting from the warranty obligation shall be carried out in SERG'S workshops after the purchaser has sent to SERG, at his expense, the defective equipment or parts for the purposes of replacement.

Nevertheless, if the repair has to be carried out on the site of installation, in view of the nature of the equipment, SERG shall bear the costs of labour relating to this repair, excluding the time spent on preliminary work or on dismantling and reassembly operations made necessary by the conditions of use or installation of this equipment and relating to items which are not included in the supply in question.

The cost of transport of the defective parts, as well as the cost of their return after repair or replacement, shall be borne by the purchaser, as shall be the travel and accommodation expenses of the SERG engineers in case of repair on the site of installation.

The parts replaced free of charge shall be made available to SERG and shall return to its ownership.

The operations carried out under the warranty shall not have the effect of extending the warranty period.

The purchaser may not claim any compensation in the case of immobilisation of the equipment due to the application of the warranty.

The exercising of the warranty is subject to a written, explicit request by the customer formulated during the warranty period and upon carriage paid return of the defective supply.

The warranty shall not cover any indirect damage, damage resulting from force majeure, normal wear and tear, improper use, as well as all damage due to accidents, negligence, incorrect assembly, repairs carried out by the customer or by a third party or resulting from storage conditions incompatible with the nature of the products, or if the conditions of use set out in the instructions of the manufacturer have not been followed or have not been carried out according to the rules of the art.

14. After-Sales Services

At the request of the purchaser the parts may be installed by a SERG engineer.

The technical support is provided by SERG, either by telephone or directly on the site. On-site intervention shall be provided within 72 hours, subject to the availability of the required parts and SERG personnel.

At the end of each operation the SERG engineer shall draw up a technical intervention report which must necessarily be signed by him and by the customer. Without this signed report SERG reserves the right no longer to intervene on the site of the customer concerned. Any objection to this report must be made in writing by recorded delivery letter and must be justified within a period of 8 days.

15. Intellectual property rights

All intellectual property rights deriving from the service (projects, studies and documents of all kinds) shall belong to SERG. The customer undertakes to respect all these intellectual property rights of which he declares he has a knowledge.

The customer shall be prohibited from reproducing or having reproduced, in whole or in part, patents, trademarks, designs and models or any other intellectual property right of which SERG is the owner or licensee, and/or to transmit to third parties any information of any kind whatever allowing total or partial reproduction of the said rights.

16. Confidentiality

All documents and information communicated to the customer by SERG, or to which he becomes party during the preliminary studies or execution of the sale contract, shall be confidential and the customer shall be prohibited from communicating them.

Non compliance with this clause may result in the cessation of commercial relations without prejudice to any damages.

17. Miscellaneous provisions

For any element not provided for in these General Conditions of Sale, the General Inter-Trade Union Conditions of Sale of the Federation of Mechanical and Metal Transformation Industries shall apply.

SERG reserves the right to amend its General Conditions of Sale at any time without prior notice.

18. Assignment of jurisdiction - Applicable Law

In the case of a dispute, all objections relating to the execution or interpretation of these conditions shall be within the exclusive competence of the SOISSONS Commercial Court.

This contract shall be subject to French law.

19. Titles

In case of difficulties of interpretation between any of the titles indicated at the head of the clauses, and any of the clauses, the titles shall be declared to be present.

20. File

The contracting party shall be assigned right of access and correction, at the premises of SERG, 43/45 route Nationale, 02310 Romeny-sur-Marne, France, Telephone: 03.23.70.70.00 ; Fax: 03.23.70.70.10, in application of the French Data Protection Law of 6 January 1978, as amended.