

**Preamble for English version of General Terms and Conditions of Sale**

The language of the General Terms and Conditions of Sale is French. The English version is intended for reference purpose only. In the event of discrepancies between the English and the French version, only the French version is legally binding.

1 These general terms and conditions of sale apply to all goods and services (the products) supplied by the company EXELSIUS (seller) to any buyer (purchaser), in France or abroad. They prevail over all purchase terms and conditions unless prior written agreement is received from EXELSIUS. The act of placing an order implies complete unreserved adherence to the general terms and conditions of sale, to the exclusion of any other document.

2 Orders only become final upon written confirmation. Acceptance by EXELSIUS can also result from shipment of the products. The general terms and conditions of sale are therefore incorporated into all contracts that pass between EXELSIUS and the purchaser (the contract), in whatever form, as well as into the orders accepted by EXELSIUS. Any amendment or termination of a contract in progress must be formulated in writing. EXELSIUS reserves the right to accept or refuse these. If they are accepted, an extension of the delivery time as well as an increase in price may ensue. In the event of termination, down payments made to EXELSIUS are not refundable, and the purchaser may be bound to pay compensation to EXELSIUS, the amount of which is according to the type of products ordered.

3 EXELSIUS does not guarantee delivery times. However, the purchaser may request that the sale be cancelled if the delay in delivery is greater than 4 months from the estimated date and only (i) if this is not a case of force majeure as laid down in article 9 below, (ii) if no response is received to a formal notice sent by recorded delivery letter within 15 days. EXELSIUS reserves the right to carry out partial deliveries with corresponding billing. In this case, any partial delivery must be considered as a separate contract. The purchaser cannot therefore in any case take advantage of non-delivery of all the products ordered to change or refuse to make the payment that corresponds to a partial delivery. Unless otherwise stipulated, the delivery is deemed to be carried out at the seller's factory (ex-works, according to Incoterms 2010 definitions). It is the purchaser's responsibility to insure the costs and risks of transportation of the goods sold, after delivery.

4 Upon receipt, the purchaser must check that the products supplied are compliant. The purchaser has a period of 8 days to inspect the products and to highlight any potential defects. The purchaser may no longer exercise any appeal if no notification mentioning the defects found is sent to EXELSIUS 8 days after delivery or installation of the products by EXELSIUS. Any damage resulting from shipment or transportation must be reported to the carrier upon receipt of the products and a copy sent within the same period to EXELSIUS, under penalty of foreclosure of the complaint. Unless otherwise stipulated in writing, prices do not include the assembly or start-up of systems, or any potential set of spare parts. During any service call by EXELSIUS engineers to the site where the products are installed, the supply of power, handling equipment or others, raw materials or materials of any kind are the exclusive responsibility of the purchaser. Assuming that potential modifications to the products are the result of a shortfall or an error in the data remitted, or of a change in relation to the installation estimates or environment, etc., the cost of these modifications and the time spent will be billed to the purchaser. If the on-site service call by EXELSIUS engineers is held up for reasons beyond its control, the waiting time will be billed to the purchaser, as well as any unwarranted travel by the engineers.

5 EXELSIUS retains ownership of the products until actual payment in full (Law n°80-335 of 12 May 1980) of the principal and other charges is made, having specified that the remittance of bills or any other security creating an obligation to pay does not constitute payment. If payment is not made in full on the date the debt becomes due and payable, EXELSIUS reserves the right at its discretion either to demand that the customer, without being able to oppose it and at its expense, returns the equipment, or to make a claim for recovery of the products sold. This action may affect all the goods of the same type that the purchaser may have in its possession at its premises at the time when this action is raised. In the event of the resale of converted products, the seller is considered to be joint owner of the goods, and this amounting to the sums due and unpaid. The purchaser is prohibited from carrying out any operation for the conversion of the products or incorporation of them into other goods which may have the effect of damaging the seller's potential to recover the products as is. The seller may publish the retention of title clause in accordance with the provisions in force, in order to safeguard the validity as well as the enforceability of this retention of title clause. Despite this clause, and upon delivery of the products, the purchaser will bear responsibility for the risks in the event of damage, loss or theft of the products sold once delivery is made. It will also bear the insurance costs and subrogates EXELSIUS to all of its rights in the compensation which will be paid in the event of loss or theft of products sold which have not yet been paid for.

6 In the event of any claim acknowledged to be well-founded and admissible by EXELSIUS and in the absence of any other agreement between the parties, EXELSIUS undertakes to accept the return of the products concerned. However, this complaint can only entitle the purchaser to reimbursement of the price appearing on the invoice drawn up at the time of delivery, or to replacement of the products in question and at the initial place of delivery, and this as soon as possible, with EXELSIUS reserving the right to choose between these two possibilities. The costs and risks of return will be borne by the purchaser.

7 EXELSIUS is not bound under any circumstances to supply its production drawings, even if the products are supplied with an operation manual. Production drawings potentially provided to the purchaser remain the property of EXELSIUS and are confidential. The purchaser is prohibited from transmitting them to a third party and can only use them for the operational and maintenance needs of the products. The technology and know-how, whether patented or not, incorporated in the products, as well as all industrial and intellectual property rights relating to the products, remain the exclusive property of EXELSIUS. The purchaser is only granted a right to use and maintain the products, which is non-exclusive and non-transferable. Any right to make spare parts or have spare parts made is excluded.

8 EXELSIUS' liability, whatever its origin, gives rise only to the compensations indicated above in article 6, to the exclusion of any other damages of whatever sort, in particular for indirect damages and consequential damages.

9 EXELSIUS or the purchaser cannot accept any liability for any delay or if one of the contractual obligations is not met in the event of force majeure or exceptional circumstances.

10 Payment must be made in the currency specified in the contract. The total amount to be paid is the amount laid down in the invoice. This amount is not subject to any reduction or deduction other than those previously agreed in writing by EXELSIUS. Bids made in a currency other than the euro are based on the rate of exchange in force on the day of the bid and unless otherwise specified, the bid is subject to upward or downward revision if the rate of exchange in force is different on the date that the order is confirmed.

Payments are made to EXELSIUS' registered office into the account indicated on invoices. 30% of the price is payable upon placement of the order and the balance is payable 30 days from the date of delivery. No reduction, compensation or retention of any sort upon payment can be binding on EXELSIUS. If payment of the price or a part of the price is not made on the due date, the purchaser is liable to pay to the benefit of the seller a penalty of an amount equal to two-and-a-half times the bank base rate in force on the day the invoice falls due. This penalty is applied automatically, without the need for EXELSIUS to send the purchaser official notification to pay. In the event that payment is made by means of a bill of exchange, if the bill of exchange is not met, it is considered to be a non-acceptance that is comparable to a default in payment. Furthermore, when payment is spread, non-payment of a single instalment will cause full payment of the debt to fall due, without formal notice, as well as all orders that are in progress.

**11 Warranties**

11.1 EXELSIUS undertakes to remedy any operational defect in the products that is due to a defect in design, materials or manufacture. This obligation does not apply in the event of a defect that results from maintenance that does not comply with EXELSIUS' recommendations or, in the absence of such recommendations, with good professional practice, or from an environment that is not appropriate for the products (chemical, atmospheric, electrical or other influences) or from an excessive use of the products or if installation and/or connection instructions are not followed. All warranties are also excluded for consumables, replacements or repairs which may result from normal wear of the products, damages or accidents that are the result of a failure to monitor the products or from a use of the latter that does not comply with their destination and/or EXELSIUS' recommendations, and more generally for any incident for which the seller is not responsible. The warranty cannot apply if changes or additions have been made to the products by the purchaser without the express agreement of EXELSIUS.

11.2 Acceptance of the products is performed by the purchaser in accordance with EXELSIUS' standard procedure and within the period specified in article 4 above. EXELSIUS does not provide any guarantee concerning the ability of the products to meet the objectives set by the purchaser, whenever these objectives have not been expressly accepted by EXELSIUS.

11.3 The warranty applies for a period of 12 months from delivery of the products within the meaning of article 4. Repair, modification or replacement of parts during the warranty period cannot have the effect of extending the warranty period of the products.

11.4 Within the scope of this warranty, EXELSIUS will remedy the defects detected at its expense as soon as possible and using the means which it deems to be appropriate. Repairs or replacements will be carried out on the purchaser's site. Replaced parts will become the property of EXELSIUS again.

11.5 So that the benefit of this warranty can be invoked, the purchaser must advise EXELSIUS of the defects which it attributes to the products when operational defects appear and provide any supporting information regarding the reality of the latter. It must give EXELSIUS every opportunity to make a defect report and to put the defects right. It must furthermore refrain from carrying out a repair or having a repair carried out by a third party, unless expressly agreed by EXELSIUS.

11.6 EXELSIUS does not grant any warranty, or make any commitment, either express or implied, in consideration of software or associated documentation, for its quality, its results, its ability to execute a given piece of work, or its suitability for a particular need. EXELSIUS reserves the right to send out corrected or amended versions of software at any time.

12 EXELSIUS can, without prejudice to its other rights and remedies, terminate in whole or in part any contract when there is no response to an official notice executed by all means at EXELSIUS' discretion, or can suspend any delivery or execution of any contract in the event of each of the following:

12.1. In the event of non-payment, when it falls due, of any of the instalments due by the purchaser;

12.2. In the event of failure by the purchaser to provide any bill of exchange or any other guarantee required by the contract, having specified that, in this case, this right to terminate or suspend only applies to the particular contract for which the purchaser is in breach of its obligations;

12.3. In the event of refusal by the purchaser to take delivery of the products according to the terms of the contract;

12.4. If the purchaser becomes insolvent in the event of being placed in receivership or liquidation, or concludes an amicable payment agreement with its creditors or in the event of the expected dissolution of the purchaser or if the latter suspends all or part of the payment of its debts, EXELSIUS can exercise the aforementioned termination and suspension rights at any time, as long as the event or the default that generated this right has not ceased or has not given rise to recovery. In the event of such a suspension, EXELSIUS can make the continuation of deliveries stipulated in any contract between it and the purchaser dependent on payment in advance for the products or on the obtaining of any guarantee that EXELSIUS can request for payment of the price of future deliveries;

12.5. In the event that any of the provisions of the contract is not met, the latter is terminated by EXELSIUS who must specify the contractual provision or provisions that have not been fulfilled;

12.6. In the event that EXELSIUS recovers the products demanded, and in order to compensate for the loss to which the latter is subjected, resulting from depreciation of the products or even non-availability of the products, the purchaser must pay EXELSIUS compensation set at 10% of the price of the products for every month they are held. This sum may be offset by any potential down payments made by the purchaser.

13 The contract is subject to the provisions of French Legislation and can only be interpreted in accordance with French law. All disagreements between the parties related to the sale of the products come within the exclusive jurisdiction of the *Tribunal de Commerce* (Commercial Court) in Cannes, France. This attribution of jurisdiction is also valid in the event that there are multiple defendants and for any request, even incidental, or in the event of intervention or third-party appeals. Settlements by bill will not bring about any novation or special dispensation regarding these clauses attributing jurisdiction which are fundamental to the contract.