

General terms and conditions of sale

GENERAL TERMS AND CONDITIONS OF SALE

Anyone who orders or purchases products or services from TUFFIGO RAPIDEX a SAS company duly organized under the laws of France with its registered office at 4, rue Jean-Marie Le Bris 29170 SAINT EVARZEC (FRANCE), registered under n° 344 746 938 RCS QUIMPER, VAT n° FR54344746938, is hereinafter designated as the Client.

Article 1 : GENERAL PROVISIONS

These general terms and conditions of sale apply worldwide to all orders, sales and services of TUFFIGO RAPIDEX, including but not limited to design, manufacture, supply, assembly service, commissioning, maintenance carried out in workshop and/or on site, and subcontracting. All orders imply unreserved adherence to these general terms and conditions of sale which prevail over any general conditions of purchase or other documents proposed by the Client, unless formal and written acceptance or proposal of TUFFIGO RAPIDEX.

TUFFIGO RAPIDEX reserves the right to modify at any time and without notice these general terms and conditions. No failure to exercise nor any delay in exercising by TUFFIGO RAPIDEX of any right or provision will impair or operate as a waiver thereof in whole or in part. Each provision of these general terms and conditions shall be applicable in accordance with the greatest extent permitted by law. If anything in these general terms and conditions is unenforceable, illegal or void then it is severed and the rest of these general terms and conditions remains in force.

Article 2 : JURISDICTION – GOVERNING LAW

The orders, contracts and commercial relationships under these general terms and conditions shall be exclusively governed by French Law, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980).

Any dispute or claim arising out of or in connection with these general terms and conditions, including any question regarding the existence, validity or termination of any orders, contracts or commercial relationships governed by these terms and conditions, shall be referred to and finally settled under the Rules of Arbitration of CHAMBRE ARBITRALE INTERNATIONALE DE PARIS (6, avenue Pierre 1er de Serbie, 75116 PARIS), by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall be in English and the place of arbitration shall be In Paris (France).

Article 3 : SPECIFICATIONS - OFFERS

The information relating to products, materials, tariffs and generally all the information on commercial documents, catalogs and other media distributed by TUFFIGO RAPIDEX, as well as on its website, are only indicative and are not binding on TUFFIGO RAPIDEX, they are subject to revision at any time.

The Client shall be solely liable for the definition of his needs. Therefore the Client shall provide in writing all specifications and technical conditions sufficiently precise and detailed, to enable TUFFIGO RAPIDEX to draw up a quote. In the absence or lack of any formalized specifications describing his specific needs, the Client accepts at his own risk the products, materials and services that will be supplied to him. The commercial offers are valid one (1) month from their dates of issue by TUFFIGO RAPIDEX, unless otherwise stated on the quote. In the absence of acceptance by the Client within this period, the quote is canceled unless written derogation from TUFFIGO RAPIDEX.

Article 4 : ORDERS

Orders shall be placed in writing by the Client. No order shall be deemed to be final unless and until confirmed in writing by TUFFIGO RAPIDEX's authorized representative and after the payment by the Client of any required deposit or pre-payments. Any change made by TUFFIGO RAPIDEX when confirming an order, shall be deemed to be wholly accepted unless disputed in writing by the Client within ten (10) days from its notice.

No order may be cancelled, rescheduled and/or assigned by the Client without TUFFIGO RAPIDEX's written approval. TUFFIGO RAPIDEX reserves the right to reject, cancel or change an order upon objective grounds (supply constraints, abnormal orders, deterioration of the financial capacity of the Client, incident of non-payment, etc.).

Delivery times are given by TUFFIGO RAPIDEX for information purposes only. No delay shall under any circumstances lead to the cancellation of an order or compensation for damages. Any delay caused by the Client for instance due to its lack of collaboration, such as late communication of documents, provision of incomplete or incorrect data, shall provide TUFFIGO RAPIDEX with extra time for the performance of its obligations at least equal to the delay caused by the Client.



Article 5 : PRICES

Products and services shall be invoiced in accordance with the relevant quote, or in the absence of quote in accordance with the price list applicable on the date of confirmation of the order by TUFFIGO RAPIDEX. Unless otherwise expressly agreed in writing in the order, prices shall be deemed EX-WORKS (INCOTERMS 2010) excluding taxes and other expenses; All expenses and costs related to carriage, insurance, assembly, equipment integration, commissioning etc. and taxes shall be borne in addition by the Client.

In the event that taxes, contributions or other charges are imposed on TUFFIGO RAPIDEX in relation to the purchase, importation and/or sale of the products outside France, the Client will be required to immediately repay those taxes, contributions and charges to TUFFIGO RAPIDEX, on receipt of the relevant invoice.

Article 6 : PAYMENT TERMS

Unless otherwise agreed in writing by TUFFIGO RAPIDEX, all payments shall be made at TUFFIGO RAPIDEX's registered office in Euros (€) by bank transfer or documentary credit, according to the following terms:

- 30% of the total amount at order confirmation ;
- 70% at the latest two weeks before the shipment of the products.

TUFFIGO RAPIDEX may require at its sole discretion, any guarantee, additional advance payment, shorter payment terms, immediate payment, payment in full, and/or any other payment security before the performance of an order, especially in case of first order placed by the Client with TUFFIGO RAPIDEX, late payment in connection with a previous order, risk of insolvency of the Client, risk of debt recovery/collection difficulties, lack of references deemed sufficient by TUFFIGO RAPIDEX and/or for any other similar reason.

No discount will be granted for early payment or full payment made by the Client. The Client shall not be entitled of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to TUFFIGO RAPIDEX.

Any payment required hereunder that is made late, including unpaid portions of amounts due, shall accrue interest from the due date thereof until such amounts are paid, at a rate equal to twelve percent (12%) per annum. The Client shall pay, in addition to the fixed sum of 40 Euros pursuant to Article L.441-6 French Commercial Code, all expenses and costs resulting in the non-payment on due date, including fees of public and judicial officers. In case of a non-payment after fifteen (15) calendar days from a first written notice with no effect, TUFFIGO RAPIDEX may at its sole discretion and without prejudice to any other right or further claim suspend the delivery of the order, cancel or suspend any further order of the Client, cancel any credit notes or discounts and require immediate payment of all debts.

Article 7 : TITLE RETENTION

THE PRODUCTS SHALL REMAIN THE PROPERTY OF TUFFIGO RAPIDEX UNTIL FULL PAYMENT OF THEIR PRICE BY THE CLIENT. PAYMENT IN FULL IS DEEMED TO BE MADE WHEN FUNDS ARE CREDITED AND MADE AVAILABLE IN TUFFIGO RAPIDEX'S ACCOUNT, INCLUDING THE PRICE OF THE PRODUCTS, ANY COSTS, FEES AND INTERESTS RELATED TO THE ORDER.

In the event of total or partial non-payment by the Client by the due date, TUFFIGO RAPIDEX may claim at any time the unpaid products. Under such circumstances, the Client shall immediately return the unpaid products at its own costs and expense upon TUFFIGO RAPIDEX's first request. TUFFIGO RAPIDEX shall retain any advance payment to cover damages, without prejudice to any subsequent claim. The Client may not under any circumstance pledge the products and/or in any way charge by way of security for any indebtedness, until full payment of their price.

Article 8 : DELIVERY

Products shall be delivered according to the Incoterms CIF, CIP or DAP (2010 ICC Incoterms®) for all international sales, or any other Incoterm designated in writing in the relevant order or quotation confirmed by TUFFIGO RAPIDEX. TUFFIGO RAPIDEX is deemed to have performed its obligation of delivery on the date the products are made available to the Client or its carrier, in TUFFIGO RAPIDEX's premises. In the event that the Client or its carrier does not collect the products on the scheduled date, the products may be stored by TUFFIGO RAPIDEX in any location of its choice, at the Client's risks, costs and expenses. Customs fees, importation fees and all other duties in the country of destination shall be at the Buyer's costs



Notwithstanding the title retention clause provided under Article 7, risk of damage to or loss of the products shall pass to the Client in accordance with the applicable Incoterm as set out hereabove. The Client shall purchase an adequate insurance coverage with a reputable insurance company for all losses, damages and liabilities of any kind which may be caused and/or suffered by the products from the date on which risks pass to the Client. The Client shall insure at its own cost all products against all risks to at least their full replacement value.

Article 9 : ASSEMBLY

When specifically agreed in writing by TUFFIGO RAPIDEX, TUFFIGO RAPIDEX may be in charge of assembling and/or commissioning the products delivered to the Client. The Client shall ensure free and secured access to its premises, and fully cooperate in order to allow the successful conduct of the operations. The Client shall bear all costs and expenses caused by unexpected conditions, such as alterations or unfitness of the Client's facilities, non-compliance to initial specifications or plans, or problems of access to the site.

The costs of TUFFIGO RAPIDEX's services stated in the quote submitted to the Client are an estimate and can be reviewed by TUFFIGO RAPIDEX as the operations progress. If TUFFIGO RAPIDEX deems that additional operations or equipment are necessary, it will immediately inform the Client and provide an updated quote. TUFFIGO RAPIDEX shall not be liable for any damages caused by the Client's refusal of the additional operations or equipment.

Article 10 : INSPECTION - ACCEPTANCE

In these general terms and conditions, the following words shall have the meanings set out opposite them:

SPECIFIC PRODUCTS: means products specifically designed following the request of the Client as set out in the confirmed order, and which cannot be serially manufactured.

STANDARD PRODUCTS: means all products which are not SPECIFIC PRODUCTS.

10.1 STANDARD PRODUCTS

10.1.1. The compliance of the STANDARD PRODUCTS (including general condition, no signs of visible defect, quantity, compliance with the quote), shall be imperatively checked by the Client on receipt, in the presence of the carrier; expenses and risks related to the verification of the STANDARD PRODUCTS shall be borne exclusively by the Client.

Any reservation or objection regarding any non-compliance of the STANDARD PRODUCTS shall be written on the delivery order and be confirmed to TUFFIGO RAPIDEX in writing by formal notice within three (3) working days following the delivery of the STANDARD PRODUCTS.

10.1.2. In the event that the Client fails to respect the above provision (10.1.1), the STANDARD PRODUCTS shall be deemed compliant and TUFFIGO RAPIDEX may not be held liable for any lack of conformity or compliance whatsoever; The Client shall be solely liable for any damages suffered by TUFFIGO RAPIDEX resulting from any breach of this provision. The Client shall provide particulars and evidence of any defects and/or anomalies related to the STANDARD PRODUCTS.

10.2. SPECIFIC PRODUCTS AND SERVICES

10.2.1. Unless otherwise agreed in writing in the order, the acceptance of the SPECIFIC PRODUCTS and/or of the services performed, takes place in the premises of TUFFIGO RAPIDEX or of any relevant subcontractor designated by TUFFIGO RAPIDEX.

The results of the factory acceptance shall be reported in the acceptance certificate which shall be signed by both the Client and TUFFIGO RAPIDEX or its subcontractor. In the event of the absence of the Client or in the event of his refusal to sign the acceptance certificate without reasonable cause (including in case of minor reservations), the acceptance certificate shall be signed by TUFFIGO RAPIDEX or its subcontractor solely and shall be deemed adversarial and without reservation.

10.2.2. If the parties have agreed in writing that acceptance will take place at the Client's premises (for example assembly services on site), the testing and acceptance inspection on site shall be performed by TUFFIGO RAPIDEX or its subcontractor, assisted by the Client and in accordance with the relevant acceptance procedures. All materials, tools, supplies and consumables, as well as the energies essential for machinery operation, that are necessary for testing, shall be supplied by the Client at its own risks and expenses.



The results of the on-site acceptance shall be reported in the acceptance certificate which shall be signed by both the Client and TUFFIGO RAPIDEX or its subcontractor. In the event that the acceptance procedure cannot occur or be completed for reasons not attributable to TUFFIGO RAPIDEX at the date agreed between the parties, or failing this, within one month following the scheduled delivery date, acceptance shall be deemed to have taken place on expiry of that period with all consequences associated to adversarial acceptance without reservation. The acceptance shall also be deemed to have taken place with all consequences associated to adversarial acceptance without reservation in the event of commencement of use by the Client, or start of production by TUFFIGO RAPIDEX following the request to do so by the Client.

10.3. In the event of proven non-compliance, TUFFIGO RAPIDEX shall replace at its own costs the defective product, depending on available stocks. If no replacement of the defective product is possible, TUFFIGO RAPIDEX shall grant a credit note. The non-compliance of products or services may under no circumstance give rise to a claim for compensation.

Article 11 : FORCE MAJEURE

TUFFIGO RAPIDEX shall be excused from performance in the event and to the extent of any occurrence of force majeure, including but not limited to strikes, lockouts, and other labor disputes, terrorist attack, wars, revolutions, civil strife, riots, armed conflict, disturbances, acts of enemies, embargo, breaking off of diplomatic relations, accidents, typhoons, hurricanes, floods, earthquakes, diseases, hazards of transportation, material shortages, acts of state, modification of the regulations applicable to these terms and conditions, its products and/or services, and all other causes beyond the reasonable control of TUFFIGO RAPIDEX.

Article 12 : WARRANTY

TUFFIGO RAPIDEX warrants the performance of its services in accordance with standard practice and the provisions of the order as confirmed by TUFFIGO RAPIDEX. TUFFIGO RAPIDEX warrants that for a period ending twelve (12) months following invoicing of the products and/or services, the products shall be free from defects in materials and workmanship under normal and reasonable use. In case of products which are not manufactured by TUFFIGO RAPIDEX, the warranty obligation, including regarding warranty period and limitations, shall be strictly limited to the contractual warranty granted by the respective manufacturer of the products at the time of delivery. Any claim for warranty shall be subject to the prior examination and approval by TUFFIGO RAPIDEX or the respective manufacturer.

For products manufactured and services performed by TUFFIGO RAPIDEX, its sole obligation under this warranty shall be, at its own discretion:

- a) to replace the defective or non-compliant part(s) of the product by providing "EX WORKS" new parts or components, or
- b) to perform corrective services in case of a defective service, subject to a claim of the Client made in writing within 48 hours following the first appearance of the defect (travel and accommodation costs of TUFFIGO RAPIDEX's staff outside France in connection with this intervention shall be borne by the Client), or
- c) to refund the price of the defective or non-compliant products or services, provided that the products were used in accordance with their specifications and in no event were subjected to unreasonable operating conditions.

This warranty does not apply in the event of a Force Majeure event and/or if the products:

- a) have been altered or modified, except by TUFFIGO RAPIDEX,
- b) have visible defects not declared by the Client upon acceptance of the products and/or services,
- c) whose defect or deterioration is due to normal wear-and-tear of the products and/or their components or parts,
- d) have been subjected to abnormal stress, misuse, negligence, accident, poor storage, and/or poor handling, or failure to comply with standard practice during assembly or recommendations for use and maintenance,
- e) are not compatible with the environment in which they are used which was not declared by the Client in the specifications agreed by TUFFIGO RAPIDEX,
- f) include a design or supply imposed on TUFFIGO RAPIDEX by the Client.

Any alteration or modification of the products by the Client or any other third party will automatically terminate the warranty obligations of TUFFIGO RAPIDEX. Any action taken by the Client under its warranty obligation shall not extend the warranty period, nor start a new warranty period.



Article 13 : LIMITATION OF LIABILITY

OTHER THAN THE EXPRESS LIMITED WARRANTY OF ARTICLE 13, TUFFIGO RAPIDEX MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED OF ANY KIND, AND HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WITH RESPECT TO THE PRODUCTS PROVIDED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF CONDITION, PERFORMANCE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT, OR AGAINST ANY DAMAGES RESULTING THEREFROM.

TUFFIGO RAPIDEX shall not be liable whether in contract, tort including negligence or otherwise, for any consequential and/or indirect loss or damage, including but not limited to loss of sales, loss of profit, loss of revenue, loss of business or agreements, loss of goodwill, loss of wasted management or staff time, loss of anticipated savings, financial and/or commercial damages. TUFFIGO RAPIDEX'S total maximum liability for all loss or damages, whether in contract, tort including negligence or otherwise, is limited for all the Client's claims in aggregate to an amount equal to one hundred per cent (100%) of the total amount paid by the Client to TUFFIGO RAPIDEX in the previous quarter prior to the most recent claim of the Client. Under no circumstances, TUFFIGO RAPIDEX shall be liable for any delay or other failure in the performance of its obligations caused by or arising from any Force majeure event as defined hereabove.

Article 14 : SUBCONTRACTING

TUFFIGO RAPIDEX may subcontract or delegate any part of its obligations under an order governed by these general terms and conditions to a third party. In that event, the Client will be informed at the earliest of the name of the subcontractor.

Article 15 : PROPERTY - CONFIDENTIALITY

15.1 TUFFIGO RAPIDEX shall retain full rights in and to any and all its know-how, tools, equipment, materials, methods, designs, drawings, plans, formulae, processes, specifications, studies, models, instructions, algorithms, technology, software, databases, documentations, technical descriptions, designs, inventions, discoveries, patents, patent applications, works, copyrights, logos, trademarks, distinctive signs, and in general in and to any and all its intellectual and/or industrial property rights and other proprietary knowledge or information, including those created and/or developed by or for TUFFIGO RAPIDEX for the execution of the Client's order whether for standard, non-standard products or other. Nothing in these general terms and conditions nor in any order shall be construed as granting or conferring any title, rights or interests, by license or otherwise, in any such rights to the Client.

15.2. All non-public information and/or documents in any medium, including plans, drawings, specifications, technical documents, descriptions, designs, methods, processes, user manuals, studies, projects, discussions, reports, lists of suppliers, service providers or contractors, databases, commercial proposition or quote, regarding TUFFIGO RAPIDEX, its activity, know-how, orders, products and/or services, which TUFFIGO RAPIDEX has disclosed or may hereafter disclose to the Client, shall be deemed to be the confidential and proprietary information of TUFFIGO RAPIDEX and shall be kept strictly confidential by the Client. The Client shall not disclose, disseminate or make accessible any part of these confidential documents and information, in any way or form, to any third party. The Client shall ensure and warrants that its employees, directors and/or contractors fully comply with the terms of this confidentiality provision. The confidentiality obligations pursuant to these general terms and conditions shall remain in force during the relationships between the Client and TUFFIGO RAPIDEX and shall survive their termination for any reason whatsoever. Upon the first request of TUFFIGO RAPIDEX, the Client shall without delay (a) return all its copies, samples and extracts of, and all other physical media containing the confidential information, and (b) delete or destroy (and have deleted or destroyed) all data containing the confidential information.

The Client shall defend, indemnify, and hold TUFFIGO RAPIDEX harmless against all damages, losses, costs and expenses (including attorney's fees) which arise out of or in connection with a claim or proceeding alleging that the use by TUFFIGO RAPIDEX of any knowledge, know-how, document or information provided by the Client, directly or indirectly infringes property rights of a third party and/or otherwise causes any damage whatsoever incurred by a third party.





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