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## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### **Art. I: General - Application of the General Terms and Conditions of Sales and Delivery**

These General Terms and Conditions of Sales and Delivery form part of offers and contracts concerning the supply or the provision of services by the contractor and are systematically addressed or delivered to each customer. All the stipulations contained in these conditions are applicable, subject to modification that both parties could provide in writing.

No referrals from the customer to his own conditions of purchase, tendering or otherwise shall be accepted by the Contractor. In the absence of express acceptance, any contrary condition imposed on the client's documents will be unenforceable to the contractor, whenever it may have been brought to his attention. The fact that the Contractor does not avail himself at any given time of any of these GCs, shall not be construed as a waiver of any of the said Terms at any time thereafter. In the present GC, the term "contractor" applies by extension to any person who refers in his offer to these terms of delivery and by "customer" applies by extension to that to which the offer is made.

### **Art. II: Offers**

1. Each tender submitted by the Contractor shall be made without a commitment. The studies and specifications we submit are binding only for the follow-up given in the month of their delivery.
2. Unless expressly provided otherwise, each tender shall be based on performance under normal conditions and within normal working hours.

### **Art. III: Contract**

1. Orders are final only when they have been confirmed in writing. The Contractor shall not be bound by orders made by its representatives or employees unless written and signed. The contract shall take effect from the date of dispatch of the written confirmation by the Contractor or of the signature of the document by him. The benefit of the order is personal to the customer and cannot be transferred without the agreement of the contractor. Any particular agreement must be the subject of an amendment endorsed by the management of the contractor.
2. Any additional work carried out by the Contractor shall be counted separately as soon as its amount is determined. Supplementary work shall be deemed to be any work carried out or installed by the Contractor in excess of the quantities and work specified in the Contract or in the Order Confirmation, it has carried out in addition to the work specified in the contract or in the order confirmation.
3. Verbal promises made by the contractor's employees and arrangements made verbally with them shall be binding on the contractor only after and in so far as they have been confirmed by him in writing.
4. Any change of order requested by the customer can only be taken into account if it has been received in writing before the products have been shipped. Should the Contractor refuse to accept the amendment, any advance payments made will not be refunded.

### **Art. IV: Price**

1. The prices provided by the Contractor shall be based on delivery "at the factory", that is to say, a delivery which takes place at the time the products are ready for dispatch on the contractor's plant.
2. The products are supplied at the rate in effect on the day the order is placed.
3. Any additional work will be charged at the rate in effect on the day of its order.
4. Except as otherwise provided, estimates and plans shall not be of a billing. However, if, due to the modification of the order, the Contractor shall draw up new drawings, calculations, descriptions or other models and tools, etc., will be charged at the applicable rate.
5. Prices shall be net, departure, excluding packaging, which shall be charged separately. Any tax, duty, duty or other benefit payable under the of the French regulations, or those of an importing country or country of transit shall be borne by the customer.
6. The costs of loading, unloading and transporting the products covered by the contract as well as the models and tools made available to the contractor by the customer are not included in the price and are invoiced separately. The expenses incurred by the Contractor in this respect shall be borne by the client.
7. If the contractor has undertaken to assemble the products, installation and commissioning costs at the place indicated in the tender and all other costs, except those mentioned in the preceding paragraph and Article VI, will be invoiced at the tariff in force on the day of placing the order. The invoicing of additional expenses incurred as a result of weather conditions precluding work will be calculated on the basis of the same tariff.
8. If the contractor, without having been entrusted with the assembly, gives his assistance and assistance in any form whatsoever, this shall be done on behalf of the client at his own risk, without liability Of the Contractor may be engaged in any capacity whatsoever.



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**Art. V: Drawings, calculations, descriptions, models, tools, etc.**

1. The specifications of weights and measures and any other data mentioned in these catalogs, pictures and drawings shall not bind the Contractor except to the extent that such data is expressly included in a contract signed by both parties or in a confirmation Signed by the Contractor, provided that the Contractor has had all the information necessary for that purpose.

2. The offer made by the Contractor and the drawings, calculations, descriptions, models and tools, etc. made or supplied by him shall remain his property, even if the relevant costs have been taken into account. The customer shall not disclose to any other person, in any form whatsoever, any commercial, technical, financial or manufacturing and / or assembly methods used by the contractor. Similarly, he is personally liable for the fact that no drawing, calculation, description or any other information will be copied, displayed to third parties, made public or used by him directly or indirectly or by any other natural or legal person. The Customer shall not change or remove the Contractor's marks or markings.

**Art. VI: Assembly**

1. The Contractor undertakes to inform the customer of the conditions for the installation of the products and of the elements required for the installation. The customer undertakes to supply for his own account and at his own risk all installations, elements and / or works required for the installation of the products to be assembled and / or for their proper functioning after assembly; The Contractor shall have no liability whatsoever, unless such provisions and / or works are directly or indirectly performed by him, on the basis of data provided directly or indirectly by him. Apart from this exception, the customer is solely responsible for the correct and timely execution of the aforementioned provisions and works.

2. The Customer shall take all necessary measures to ensure that:

A. The Contractor's staff may begin work upon arrival at the installation area and thereafter be able to perform work during normal working hours and outside normal working hours if, the contractor, it is necessary to fix the start and / or end of the works outside normal working hours provided that he informs the customer in good time;

B. The contractor's staff may have adequate accommodation and / or all the provisions required by the labor legislation in force in France;

C. The access roads to the installation area may allow access to the transport;

D. The specified place of construction is suitable for storage and / or assembly;

E. The Contractor may dispose of land or storage spaces which may be closed, enabling him to store his materials, tools and other articles;

F. Necessary and usual auxiliaries - labor, tools and materials (including fuels, oils and greases, equipment and other small accessories, gas, water, electricity, steam, compressed air, heating, lighting, etc.) free of charge at the contractor's disposal, in due time and in its proper place;

G. All necessary safety measures and other precautionary measures are taken and respected;

H. At the beginning and during assembly, the products shipped will be present in the required place.

3. If delays arise as a result of the customer's failure to comply with the conditions set out in paragraphs 1 and 2 of this Article, an extension of the delivery period shall be granted which shall take all circumstances into account. The client will bear the financial burden alone.

4. If an operating test is carried out, the customer shall allow the contractor to carry out preliminary tests in order to carry out any corrections and modifications which the latter deems necessary for the proper functioning. The functional test shall be carried out as soon as possible after completion of the preliminary tests.

5. The Contractor shall ensure that the Contractor is free and in good time available in the required place for the necessary and usual auxiliaries to perform the functional tests and any preliminary tests: labor, tools and materials (including Steam, compressed air, heating, lighting, etc.). In this case, the equipment will be received by the customer at the end of the function test.

6. Additional costs resulting from non-compliance by the customer. In whole or in part, the obligations imposed on him in this article shall be invoiced to him in addition to the applicable tariff.

**Art. VII: Delivery Times**

1. The delivery period, communicated by way of indication, runs from the last of the following dates:

A. The day the contract was formed;

B. The date of receipt by the Contractor of the documents, data, permits, etc. necessary for the execution of the order;

C. The day on which the formalities required for commencing the work are fulfilled;

D. The day on which the Contractor receives from the Bank a notice that the letter of credit described in the first paragraph of Article VIII has been opened.

E. The delivery period shall be indicated on the basis of the working conditions existing at the time of conclusion of the contract and the contractor's supply possibilities. If delays arise as a result of changes in the above-mentioned working conditions or if the materials ordered on time are not delivered on time, an extension of the reasonable delivery time according to the circumstances will be granted.



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The contractor will keep the client informed. In due course, cases and events above. In any event, delivery on time can take place only if the customer is up to date of his obligations towards the contractor, whatever the cause.

2. The products shall be deemed to have been delivered on time in relation to the delivery period when the latter or their principal parts at the Contractor's fair notice are ready to be tested in the Contractor's factory or, if the test does not take place in the plant of the latter, when the products are ready to be shipped, provided that the customer has been notified in writing. If the Contractor has agreed to install or install the Products, they shall be deemed to have been delivered on time in relation to the delivery time when the Products or their principal parts, in all fairness in his opinion, have been mounted or installed and will be ready for use.

3. If the delivery time is exceeded for any reason whatsoever, the customer is not justified from releasing himself from any obligation towards the contractor or from performing or having performed by a third party, with or without legal authorization, to accelerate the execution of the contract. Overdue delivery periods cannot give rise to damages, withholding or cancellation of orders in progress.

#### **Art. VIII: Delivery - Transfer of risks and ownership**

1. The products are delivered free of postage at the agreed place, in all cases they travel at the risks and perils of the customer to which it belongs. In the event of damage or failure to make any necessary findings and to confirm his reservations by extra-judicial act or registered letter with advice of delivery to the carrier within three days of receipt of the goods. The delivery shall be affected either by direct delivery of the product or of the main part to the contractor's factory or by simple notice of supply or by delivery to a consignor or a carrier in the contractor's premises or warehouses). The customer bears the risk of direct and indirect damage caused:

1. or by the products or their parts.

2. Without prejudice to the provisions of the preceding paragraph of this Article and to Article VII - paragraph 3, ownership of the goods shall pass to the customer only after full payment of the price due to the Contractor of the Chief Of the delivery with or without assembly of these products, including any costs and interest.

3. In case of non-payment by the customer, the contractor, without losing any other of his rights, may demand, by registered letter with acknowledgment of receipt, the restitution of the goods at the costs and risks of the customer. The Contractor may unilaterally and immediately draw up inventories of unpaid goods held by the client. The customer is liable for an allowance of 10% of the price of the goods per month of possession from delivery to restitution.

4. Under no circumstances will the customer be able to resell the purchased goods before full payment of the price, without the prior written authorization of the contractor.

#### **Art. IX: Payment**

1. Unless otherwise stipulated, the customer is obliged to open an irrevocable letter of credit with a bank indicated by the contractor, immediately after receipt of the order confirmation and for the amount of the agreed price. A third party must be paid on production of the order and two thirds against delivery of the documents of dispatch or delivery. Payment is made in Euros, on the day of drawing up the estimate.

2. Additional work will be paid to the contractor upon receipt by the customer of the invoice (s) relating thereto.

3. All payments shall be made in cash and by check at the Contractor's office or transferred to an account which he shall indicate without any reduction or compensation. In the event of total or partial non-payment of an order at maturity, sums due to this order or other orders already delivered or in the course of delivery will be immediately due after due formal notice by the contractor by registered letter with acknowledgment of receipt. Any sum not paid by the due date shall automatically and without prior notice, notwithstanding article 1153 of the Civil Code, be subject to the payment of interest for late payment at the discount rate of the Banque de France at Day of invoice or on the day of the order, plus 4 points. Such interest shall accrue from the date of payment until payment. The client will be required to reimburse all legal and extrajudicial costs incurred in recovering the sums due, including the fees of Ministerial Officers. In no case may payments be suspended or subject to any compensation without the prior written consent of the Contractor. Any partial payment will be counted first on the non-privileged part of the receivable and then on the amounts with the oldest due date. In addition, and notwithstanding the payment of interest, the Contractor reserves the right after formal notice by registered letter with notice of to suspend its services until payment in full of the sums due, or to terminate the contract. In all cases, the sums paid by the customer shall remain permanently vested in the Contractor, without prejudice to any sums remaining due and from which the Contractor may pursue recovery.

#### **Art. X: Reception - Return – Terms**

1. Without prejudice to the provisions to be taken vis-à-vis the carrier, claims concerning apparent defects or non-conformity of the delivered product to the ordered product or to the dispatch note shall be made in writing within fifteen days of receipt of the products. It will be up to the customer to provide any justification as to the actual defects or anomalies found. It shall leave to the Contractor any facility for the establishment of such defects and for remedying them without charges and expenses. He shall refrain from intervening himself or hiring a third party for this purpose.

2. Any return of the product must be the subject of a formal agreement between the contractor and the customer. Any product returned without this agreement would be held at the client's disposal and would not result in the establishment of a credit. The costs and risks of return will be borne by the customer.



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3. Any acceptance accepted by the contractor will result in the creation of an asset in the customer's profile after qualitative verification of the returned products. In the event of apparent defect or non-conformity of the delivered products, duly noted by the Contractor under the conditions set out in paragraph 1, the customer may obtain the free replacement, excluding any compensation, damages or liability.

#### **Art. XI Guarantees and Complaints**

1. Taking into account the restrictions mentioned below, the contractor warrants against any defects in material or workmanship of the goods supplied by him, in that he undertakes to repair without charge all defects in the products supplied. Which the customer proves to have occurred within six months of delivery as defined in Article VII (3) only as a direct consequence of an error in the construction designed by the Contractor or a defective finish or the use of poor-quality materials. In sum, the contractor's sole obligation under this guarantee will be the free replacement or repair of the product or component recognized as defective by its services. Any product required to benefit from the guarantee must in fact first be submitted to the after-sales service of the contractor whose agreement is essential for any replacement. Any postage costs will be borne by the customer. In addition, the latter will ensure that necessary and usual auxiliaries, labor, tools and materials (including fuels, oils and greases, polishing equipment and other small accessories, gas, water, electricity, steam, compressed air, heating, lighting, etc.) shall be placed at the contractor's disposal free of charge and in good time. Expenses arising from the failure to meet the conditions set out in this paragraph on time will be borne by the customer.

2. The guarantee for repair or overhaul work to be carried out by the Contractor shall be granted only in respect of the quality of the performance of the work to be entrusted to him, unless otherwise expressly stipulated.

3. In the case of defects arising wholly or in part from legal requirements concerning the nature or quality of the materials used, no warranty is granted.

4. In the case of delivery of materials or products which have already been used, no guarantee shall be given by the Contractor unless expressly stipulated otherwise.

5. In the case of the processing of raw materials or articles supplied by the customer, the guarantee shall be granted only as regards the quality of the work to be performed.

6. In the case of parts supplied by third parties, the contractor shall not grant more security than that which he himself receives from his supplier.

7. If, in order to fulfill its obligations under the guarantee, the Contractor replaces parts, the replaced parts shall become his property.

8. Any claim relating to apparent defects may only be made on the occasion of testing and inspection at the contractor's factory or, if such a test or inspection is not carried out in The Contractor's factory, within 15 days after receipt of the products by the customer; After this period the Contractor shall be released from all liability for any such defects. Defects and deterioration caused by natural wear or by an external accident (incorrect assembly, defective maintenance, abnormal use

9. The assertion that the contractor does not fulfill its guarantee obligations does not release the customer from the obligations arising for him from any agreement concluded with the contractor.

10. If the customer fails to fulfill, at all or in any manner insufficiently or outside the time limits, any obligation arising for him from the contract with the contractor or from a related contract, the contractor shall not be Guarantee, of any kind whatsoever, in respect of any of these contracts.

11. Unless expressly provided otherwise, the Contractor shall only be bound to fulfill in the country of destination the warranty obligations described in this Article.

12. Any claim relating to non-apparent defects must be made as soon as possible, but no later than 15 days after the expiry of the warranty period, after this period has expired, the Contractor shall be released from all liability Vices of this kind.

#### **Art. XII: Liability**

1. Taking into account the provisions of public policy and good faith, the contractor's liability shall be understood as follows:

A. Except in the case f, mentioned below, the responsibility of the contracting party under the contract shall be expressly understood within the limits of the fulfillment of its guarantee obligations as described in Article IX of these conditions; Any action for damages, interest is excluded, unless it relates to the non-fulfillment of the obligations of guarantee.

B. Any claims relating to operating damages or other indirect damages are excluded.

C. The Contractor shall not be liable for any costs, damages or losses caused directly or indirectly by:

- Infringements of patent or license rights, or other rights of third parties as a result of the use of data provided directly or indirectly by him;

- Acts or omissions on the part of the Contractor, his personnel or other persons employed directly or indirectly through him;

- non-observance of delivery time.

D. If the Contractor, without being responsible for the assembly, is still ready to assist in the assembly, in any form whatsoever, this is done at the risk of the customer.



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**E.** The loading, unloading and transport of the products covered by the contract and of the models and tools made available to the contractor by the customer shall be at the risk and peril of the latter, even if for consignments sent by the contractor, The Transmission Contractor requires the declaration on the Letter of transmittal that all damages incurred during carriage will be at the sender's risk.

**F.** Any liability on the part of the contractor for damage or loss of models and tools made available to him by the customer, with the exception of measuring instruments, is excluded. The customer shall be obliged to compensate the Contractor for all costs, damages and interest which would result directly or indirectly

**2.** The Customer shall be liable to indemnify the Contractor for all costs, damages and interest which would result for him directly or indirectly from actions brought by third parties against him in respect of the performance of the contract; It is obliged under the contract to act on the contracting party.

**3.** This Article shall apply mutatis mutandis to additional work in the sense described in Article 11.

#### **Art. XIII: Force Majeure**

In these General Terms and Conditions of Delivery, any circumstance beyond the control of the Contractor, regardless of the fact that it was foreseeable at the time of the conclusion of the contract, preventing the performance of the contract, either permanently or temporarily, War, danger of war, civil war, riots, strikes, lock-outs, transport difficulties, fires and other serious disturbances in the contractor or its suppliers. The Contractor shall keep the Client informed these events.

#### **Art. XIV: Suspension, Resolution and Termination of Contract**

**1.** In the event of the performance of the contract being prevented by force majeure, the Contractor shall be entitled to suspend the performance of the contract for a maximum of 6 months without any judicial intervention or to the resolution or the partial or total termination of the contract, without being liable to any compensation. During the period of suspension of the contract. The Contractor is authorized and at the end of this period he is obliged to opt either for the execution of the contract or for his partial or total resolution or termination.

**2.** Both in the case of the suspension and in the case of the resolution under paragraph 1 of this article. The Contractor shall have the right to demand the immediate payment of the raw materials. Materials, parts and articles plus labor, which he has reserved, shaped and manufactured for the performance of the contract, this for the value that it is necessary in fairness to attribute to them. In the event of termination or termination of the contract pursuant to paragraph 1 of this Article, the customer shall be obliged, after payment of the amount due under the preceding part of this paragraph, to take possession of the items covered by the payment, failing which the Contractor shall be authorized to store them on behalf and at the risk of the customer or to sell them on his behalf.

**3.** If the customer fails to fulfill any obligation arising from the contract or a related contract, or if there is serious suspicion that the customer Cannot fulfill its contractual obligations to the Contractor, as well as in the event of bankruptcy, termination of work, default of payment, liquidation or total or partial transfer, whether as pledge or not, of contribution Partial or active assignment, assignment of lease management, the customer's business, including the transfer of a substantial part of its claims, the contractor is entitled to proceed one month after a formal notice remained unsuccessful either to The suspension of the execution of each of these contracts for a maximum of 6 months, or to their resolution or partial or total termination, without being liable to any compensation and without prejudice to the other rights that accrue to him. During the period of suspension of the contract the contractor is authorized and at the end of this period it is obliged to opt either for the execution of the contract or for their resolution or partial or total cancellation.

**4.** In the case of suspension under paragraph 3, the agreed price shall be immediately due, after deduction of the installments already paid and the costs saved by the Contractor as a result of such suspension; In addition, the Contractor shall be authorized to store, on behalf of and at the risk of the Customer, the raw materials, materials, parts and articles reserved, fabricated and manufactured for the performance of the Contract. In the case of a resolution or termination of the contract under paragraph 3, the agreed price becomes, if there has been no prior suspension, immediately due, after deduction of the installments already paid; In which case the customer is obliged to pay the above-mentioned amount as well as to take possession of the items covered by this payment, failing which the contractor is authorized to store these items for the account and risks of the customer or sell them on behalf of the latter.

#### **Art. XV: Contestations**

Any dispute of any kind whatsoever, including any dispute relating to the training or execution of the order shall fall within the competence of the Court of Commerce of La Roche-sur-Yon, even in the case of call-in guarantee, and multiple defendants.

#### **Art. XVI: Applicable law - Miscellaneous provisions**

All contracts to which these General Terms and Conditions are in applicable law shall be governed by French law.



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**Art. XVII: Reservation of title**

**A.** Our sales are concluded with reservation of title, the transfer to the buyer of the ownership of the materials sold is suspended until full payment of the price.

**B.** The risks are borne by the buyer as soon as the goods sold with retention of title are issued. He shall insure at his own expense the preservation and shall be liable for any damage caused by the goods as soon as the goods are delivered. As soon as the sale is concluded, the buyer undertakes to insure on our behalf the materials sold, within the framework of a policy guaranteeing the risks of civil liability, fire, theft, destruction, and more generally all Risks related to the nature of our materials. The contract of insurance must stipulate that its termination, whatever the cause, can be implemented only fifteen days after notification to the beneficial seller of the reasons for termination.

**C.** The purchaser will have to ensure until the transfer of the property to its profile to the preservation of the identification codes affixed by the seller on the apparatuses in accordance with the mentions of the documents of sale.

**D.** The purchaser shall be obliged to oppose by all means of law the claims which third parties may have to assert on the goods sold by means of seizure, confiscation or equivalent procedures. He shall, as soon as he becomes aware thereof, notify the seller to enable him to safeguard his interests. If he does not own the premises where the goods are stored, or the premises in which he carries on business. He must inform the lessor the legal position of the goods sold and completion of this formality with the seller. The same obligation of information and justification will be incumbent on him if a pledge is registered on the fund he operates.

**E.** The buyer cannot, without our express authorization, move the equipment sold outside the usual places of installation and operation. Any operation which would have the effect of undermining the possibility for our company to take back the material in its original state or to modify the legal status of the materials sold (resale, assignment to third parties of rights over such goods) cannot be carried out Except in written and prior agreement with us, only after payment of the remaining balance due on the materials concerned.

**F.** In the absence of payment on the due date of any sum due under the contract of sale, as in the event of non-fulfillment of any of the obligations of the buyer, the contract of sale will be resolved ipso jure if seems to us, without our having to accomplish any judicial formality, fifteen days after a simple formal notice, by registered letter, which had no effect.

**G.** The takeover by our company of the materials claimed, imposes on the purchaser the obligation to repair the damage resulting from the depreciation of the materials concerned. Consequently, the buyer must, as a penal clause, an indemnity set at 25% of the price of the materials sold is claimed. If the resolution of the contract makes us debtor of advance payments previously received from the buyer, we shall be entitled to set off this claim arising from the application of the penal clause mentioned above.

**Art. XVIII: Contestation**

In the event of a dispute, the Commercial Court of La Roche-Sur-Yon shall have sole jurisdiction, even in the case of a plurality of defendants and as a guarantee, The creation of drafts does not constitute a derogation from this clause conferring jurisdiction.