

GENERAL SALES CONDITIONS

APPLICATION: unless specifically stipulated to the contrary in our letters, orders that we receive are subject without exception to the general conditions below.

They take precedence over any purchasing conditions.

PRICES: our prices are established according to the prevailing economic conditions at the time of our offer and are liable to be increased at the time of delivery in the event of variation of the said conditions, except under agreements to the contrary accepted beforehand. The prices are net, exclusive of tax and any accessory charges (carriage, delivery expenses, special inspections, etc.).

WEIGHTS AND QUANTITIES: the weights and quantities indicated on our price lists or catalogues are given as indication only and may not be invoked on delivery of the goods. The weights and quantities delivered may vary in relation to the weights and quantities ordered according to the admissible tolerances in the profession.

DELIVERY TIMES: the delivery times that we are called upon to give for carrying out orders are given as an indication only and are without guarantee. War, strikes, epidemics, interruption of transport, lack of transport equipment, lack of electrical energy, accidents and all other causes independent of our will, leading to partial or total unemployment at our establishments or those of our suppliers, subcontractors, service providers or transporters, are just some of the cases of force majeure that authorise and justify the delay in the fulfilment of the orders or contracts. We do not accept, under any circumstances, to cancel an order in the course of being carried out or to grant a rebate on the amount of the invoice. Delays cannot under any circumstances justify the cancellation of the sale and give rise to penalties or the award of damages and interest. If we are obliged, as an exceptional case, to accept an imperative delivery date, the delay in delivery shall not give rise to a penalty unless the principle has been expressly accepted beforehand.

PROCUREMENT: the customer is obliged to take delivery of all goods he has ordered, including when delivery schedules have been agreed to. Specific goods are defined and as those whose commercialisation is specific (items manufactured to drawing, items consumed by the customer only, items with coatings, etc.) to the customer's requirements. In the event that there is no rotation of stock of such goods, although procurement, order or delivery schedules have been set up with the customer's consent, the latter undertakes to accept delivery of the remainder of the stock of goods concerned, which he shall pay for under the usual conditions.

DOCUMENTS: all information relating to the general characteristics, resistances, uses or manufacture of the goods; all information concerning standards, quality, dimensions, prices or of any other nature; all drawings or information in general featured in our catalogues, CD Rom, internet sites, delivery notes, order confirmation or any other document is provided as indication only and is not exhaustive and without guarantee on our part, according to the information communicated to us by the designers of the goods at a given moment, unless expressly stated as an acceptance clause. Moreover, this information is provided subject to possible typographical errors, misprints, or mistakes of any nature. The export of information appearing in our documents to our clients' documents or to the ones of any natural or legal person is the responsibility of the latter. If a buyer or any other natural or legal person wishes to confer a contractual nature to specific information, he must do so in writing and only our written acceptance shall be deemed valid. All the information that we disseminate and all the goods we sell are liable to modifications, substitution or abandonment without prior notice and without our liability being engaged.

USE OF THE GOODS: The buyer or any other natural or legal person that consults us and / or places an order with us for some goods is responsible for:

- the choice of the goods,
- the transmission of their precise definition to our company,
- researching, taking into account and respecting the whole design features of the product within the use that can be done by the customer according to his needs,
- their suitability for the conditions of use and for the environment of assembly,
- the use and the interpretations that he makes of the documents he consults, the results that he obtains, the advice and the acts he may deduce from it.

Consequently our liability may not, under any circumstances, be implicated for any of these grounds, among others, whether it is within the context of the use of our information documents, a consultation, an offer or an order.

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DELIVERY - TRANSFER OF RISKS: except where stipulated otherwise, delivery of the goods is effected by direct handover to the buyer or to the carrier or service provider designated by the buyer or, failing this, selected by us and takes effect on dispatch from our premises or those of our service providers, subcontractors or suppliers. In the event that it is impossible to deliver or in the absence of instructions as to the destination, delivery is deemed to have been effected by simple notification that the goods are at the buyer's disposal. Under such circumstances, the goods are then invoiced and put into storage at the expense, risks and perils of the buyer. The transfer of the risks to the buyer takes place at the time of delivery, as defined hereabove, notwithstanding the right to retain ownership. Whatever the means of transport used, overland, marine, inland navigation, air transport or any other means and even where the prices have been established and the goods despatched carriage free, the latter travel at the risks and perils of the consignee, who, in the event of shortages, delays or damage to the goods occurring during transport, assumes responsibility for stating justified reservations on the transport document and taking all necessary measures against the transporters in accordance with paragraphs L 133-3 and L 133-4 of the Code de Commerce (under French commercial law). The goods are only insured according to the express instructions and at the expense of the buyer.

WEAKENING CAUSED BY HYDROGEN - OXIDIZATION - RESERVES: The electrolytical treatments of material of hardness greater than 320 Hv are likely to lead to the weakening of the goods due to presence of hydrogen. Caution: whatever the precautions taken, the presence of hydrogen -that cannot be totally eliminated- can lead to a risk of breaking at a later time due to this weakening. The complete elimination of that risk cannot be guaranteed. It is the customer's responsibility to determine whether the use of the goods needs a total elimination of this risk or not. In case this elimination is required, an appropriated method of coating and preparation must be used. Concerning all the goods that might be subject by their environment to phenomena of accelerated oxidization, the customer is responsible for the determining and the choice of the goods and for the consequences of this choice. In any event we cannot be considered liable in case of oxidization of the goods unless it is demonstrated that the defect of the product is latent.

WARRANTY - LIMIT OF RESPONSIBILITY: in all cases where, after examination by both parties, it is recognised that the goods delivered do not conform to the order or comprise anomalies or material defects rendering them unfit for use, we shall only be liable to the simple replacement of the incriminated goods, and this insofar as our stocks permit and without any indemnity or damages of any kind for the cost of labour, delays or prejudice caused or any other motive that may be invoked. Any replacement is excluded in the case of normal wear of the goods, deterioration or accidents arising from negligence, lack of supervision or maintenance and defective or inappropriate use of the goods. It is the buyer's responsibility to provide all justifications as to the traceability of the goods in question and as to the reality of the flaws, anomalies or nonconformities disclosed.

No goods may be returned without our prior consent, particularly as regards the mode of delivery. The goods subject to replacement must be returned to us free into stores and the possible replacement goods shall be put at the buyer's disposal ex works.

Under penalty of the loss of warranty rights as defined hereabove, claims relating to our goods must be made by registered mail with proof of receipt. No claims for anomalies, nonconformities or apparent flaws shall be accepted once the goods delivered have been used or beyond a period of eight calendar days after their receipt. In this respect, it is the responsibility of the person receiving the goods to verify immediately, on receipt, that they do not have any such defects. In all other cases of defective goods delivered, the claim period is eight calendar days from the date of discovery of the defect.

Any transformation or modification of any type whatsoever (treatment, coating, machining, etc., without this constituting an exhaustive list) of the delivered goods, performed by the customer, by his own customers, by his subcontractors or by any other person, releases us from any responsibility regarding the goods and the use to which they are put.

If it is shown, after examination by both parties, by the customer, by his own customers, by his subcontractors or by any other person, that the anomalies or flaws rendering the delivered goods unfit for use do not arise from the operations of transformation or modification they have undergone, our company's guarantee of replacement shall come into effect under the terms and conditions stated hereabove.

Our goods are not designed for aeronautical, aerospace or nuclear use. We accept no liability whatsoever in the case of such use unless a specific written request has been submitted by our customer and we have given our prior written agreement.

PAYMENT: except where stipulated otherwise, our invoices are payable at the registered offices of the company 30 days end of month of date of invoice by electronic bill of exchange not subject to acceptance. Any change in the purchaser's financial or economic status may give rise at any time to a reduction in the ceiling on amounts outstanding and adaptation of payment terms. Payment before due date never entitles the customer to discount.

In the event of payment by promissory note, if the note has not arrived within 30 days following issuance of the invoice, we may issue a bill of exchange which the purchaser is required to accept under the condition provided for in Section L.511-15 of the French Commercial Code.

FAILURE TO PAY: failure to pay for a delivery authorises us to suspend dispatch and renders the value of the special goods ordered, available or in the course of being manufactured, immediately payable. Failure to pay also causes forfeiture of the term and renders all other debts immediately payable. Without prejudice to any action in law concerning the sums due,

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any delay in payment or any postponement of the due date is automatically subject to late-payment interest at the rate of 16% calculated from the due date, without any reminder being required. The buyer may not, on any pretext whatsoever, withhold all or part of the sums due nor operate compensation. Any deduction from the settlement of our invoices shall constitute a payment incident justifying the suspension of deliveries and the forfeiture of the term of all other debts.

PENALTY: it is expressly stated that in the event of failure to pay for our goods at the due date indicated on our invoices and after final demand, served by registered mail with proof of receipt, has remained without effect, an indemnity equal to 10% of the amounts due, with a minimum of €20.00 will be immediately and automatically payable as a penalty clause without any reminder being required, independently of the legal interest.

PROPERTY RIGHTS: the transfer of ownership of the goods delivered to the buyer shall only come into force after full payment of the price, in principle, interest and accessory charges and on condition that any other debt owed to us by the buyer in any manner whatsoever has been settled. The non-fulfilment by the buyer of his payment obligations or more generally any event liable to create a serious doubt as to the solvency of the buyer, shall permit us to demand the restitution of the goods held by the buyer. We have the right to take back the goods at any time from the buyer and, to this effect, we are already authorised, as well as our employees and agents, to enter the buyer's premises. Under the terms of this clause, no payment can be claimed to have been made by the remittance of a bill or of any other proof of debt creating an obligation to pay. Our goods may be resold, transformed or assembled before final payment in the normal course of our customers business, provided that the debt arising from the resale or transformation is transferred to us in the event of non-payment of our invoices at term. The right to resale, to transformation or to assembly shall automatically end in the event that the customer is in default of payment, is subject to legal redress or compulsory winding up. The latter provision is defined as a legal obligation to abstain from action, in the sense of paragraph 1142 of the French Civil Code.

LEGAL COMPETENCE AND APPLICABLE LAW: in the event of a dispute, regardless of the location of the contract, the place of delivery and the place of payment, it is agreed that the courts of Lyon shall, in all cases, be the sole courts competent to deal with it, to the exclusion of any other court and even if there is plurality of defenders or a warranty claim. Carriage free delivery, our drafts or acceptance of payment constitute neither novation nor derogation with regard to this clause of legal competence. It is understood that the competent courts shall settle any dispute by application of French law.

VAT: we pay the VAT on debits.

General Sales Conditions, edition 8.2 April 2012 (cancels and replaces the previous edition of the General Sales Conditions).

STAMP of The Compagny

Date :

Signature

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