

GENERAL SALES TERMS & CONDITIONS THERMOCOMPACT SA

ARTICLE 1 – SCOPE OF APPLICATION

- 1.1 Any order for products or treatments implies total acceptance by the customer and his total compliance to the general sales terms and conditions herein prevailing on any other document from the customer and specifically on all purchase terms and conditions, unless otherwise previously specified by our company.
- 1.2 The present general sales terms and conditions apply to all sales of products or treatments by our company unless provided otherwise prior to the order by written agreement between the parties.
In consequence thereof, the placement of orders by a customer signifies the total acceptance of the latter to the general sales terms and conditions herein, unless provided otherwise and specifically agreed in writing by our company with the buyer.
- 1.3 Any other document than the present general sales terms and conditions and specifically catalogues, brochures, advertisements, notices, are only for information and reference, and do not have contractual value.

ARTICLE 2 – INTELLECTUAL PROPERTY – CONFIDENTIALITY

Both customer and Thermocompact hereby commit to keep confidential all information of any nature, of which they may have taken knowledge in the course of negotiation or execution of the order.

Confidentiality obligations shall not include information:

- That have already been in the public domain at the time of disclosure to the other party;
- That were already in the other party's knowledge prior to their disclosure, provided that such other party provides written evidence with accurate dates;
- That have been provided to the other party by a third party.

The obligation for confidentiality shall remain as long as such information shall not enter the public domain or as long as prior written agreement for information release has not been given by the owner.

ARTICLE 3 – AGREEMENT

A purchase order from the customer shall only be considered as accepted by Thermocompact after written confirmation from the company.

This confirmation shall constitute the specific conditions. A quotation established by Thermocompact constitutes as well the specific conditions modifying or complementing the present general sales terms and conditions.

Should details indicated on the quotation and details on the written confirmation contradict or differ, the details of the confirmation shall replace those of the quotation.

The purchase orders sent to Thermocompact shall be irrevocable for the customer, unless provided otherwise in writing by our company.

ARTICLE 4 – DELIVERY TIME

- 4.1 Delivery time shall start from the last of the following dates:
 - Date of final acceptance of the customer's purchase order,
 - Date of receipt by Thermocompact of parts for treatment as well as of all technical documents or material elements necessary to the process engineering works,
 - Date of acceptance of prototype parts.
- 4.2 The contractual time limits shall be extended for any reason having rendered Thermocompact unable to fulfill its obligations: events of force majeure or similar such as acts of nature, difficulties in goods supply, accidental stoppage of production, etc.
Thermocompact shall inform the customer of such hindrance upon occurrence and both parties shall consult immediately in order to agree upon measures to be taken.
Unless agreed otherwise, delivery or execution time shall be deemed determinative.
- 4.3 When the parts are not retrieved by the customer within a period of a month after notice of availability, they shall be kept at the customer's own risks.

- 4.4 Any penalty clause shall require the prior approval of Thermocompact. Penalties for delay in delivery or in process engineering works shall only be applied by the customer provided that such penalties have been specifically approved in writing by Thermocompact.
- 4.5 The goods shall be delivered to the address by transportation means specified in the specific conditions.

ARTICLE 5 – TRANSPORTATION

Terms of delivery shall be detailed in the specific conditions. The goods are moved at the customer's own risks, whatever the origin of the packing or of the means of transportation.
The liability falls therefore on the customers to insure transportation risks of the goods sold or processed parts. In relation to the surface processing, such measures are valid for the round trip.
In case of urgent delivery, an additional charge shall be invoiced.

ARTICLE 6 – TERMS OF RECEPTION

At the return of processed parts or at the delivery of ordered goods, it is the buyer's responsibility to verify, at the reception of such goods, the weight and quality and to address any complaints to the transportation company, without causing any delay in the settlement of invoices to Thermocompact.

The customer shall verify that the goods delivered correspond to the goods ordered.

In case there is no complaint voiced by the customer at the latest within a period of 10 days from the date of delivery, such delivery shall be deemed accepted.

In case the product does not correspond, the delivery shall be returned after due notice to Thermocompact. In case of acceptance of the returned goods due to non-conformity, Thermocompact shall settle transportation charges for the round trip.

Otherwise, such charges shall be borne by the customer.

ARTICLE 7 – PRICE – TERMS OF PAYMENT

Prices are quoted before tax and the amounts are included in the specific conditions.

Unless otherwise provided, prices are due within the delay and in the currency stipulated in the specific conditions.

In case of non payment at any one of the due dates, the other payable amounts shall become immediately due for payment. In addition, in accordance with provisions of the laws, the customer shall be fully accountable for a penalty for late payment at interest rate of 3 times the legal interest rate, applied to the total due amount.

In case of late payment, Thermocompact is entitled to delay the delivery of other goods sold to the customer until such customer has fulfilled his payment obligations, including the payment of due contracted interests and to cancel all current purchase orders.

ARTICLE 8 – TRANSFER OF TITLE

Thermocompact shall maintain ownership of sold goods until total payment of the price in principal and related fees and charges.

Default of payment of anyone of the due amounts may lead to claim for goods.

ARTICLE 9 – GUARANTEES – COMPLAINTS

- 9.1 For process engineering works
During the period the parts are with Thermocompact and specifically during the execution of the work, the liability of Thermocompact is governed by Article 1789 of the Civil code and subsequent articles. Unless otherwise agreed, the liability of Thermocompact is limited to the loss of its work on lost or damaged parts unless there is evidence of a serious breach of safety rules, technical skills and due diligence required for work of this type.
Warranty is excluded:
 - If the material or the faulty design originates from the customer.
 - If the defect was observed subsequent to a change made by the customer on processed parts or on wiring supplied by Thermocompact.
- 9.2 For the sales of electroerosion wiring:
Wiring sold by Thermocompact are guaranteed for the period of use recommended and indicated on the packaging.

- 9.3 Claims shall be made in writing immediately after the discovery of the defect. All favorable conditions shall be given to Thermocompact for the purpose of recognition and limitation of the consequences of such defect.
- 9.4 A claim does not entitle the customer to carry out whether on his own or by a third party, the repair of the contentious parts, unless approved in writing by Thermocompact.
Thermocompact shall not be responsible in case repair has been done without such prior approval.

ARTICLE 10 – FORCE MAJEURE

Events of force majeure or fortuitous events are events occurring beyond the reasonable control of the parties, which they cannot reasonably foresee, in as much that their occurrence prevents total performance of the obligations herein.

Events considered of force majeure or fortuitous releasing Thermocompact from its obligation to deliver in the agreed initial timing are : strikes in whole or in part of our company's employees or usual transporters, fire, flood, war, stoppage of productions caused by accidental breakdowns, the impossibility to get raw materials, epidemic diseases, thawing conditions barriers, roadblocks, strike or EDF supply interruption or supply interruption for a cause not attributable to our company, as well as any other cause of supply interruption attributed to our suppliers or selected transporters.

In such circumstances, our company shall notify the customer in writing, specifically by fax or by email, within 48 hours from the date of occurrence of such events, and the agreement binding our company and the customer shall be from this moment suspended without compensation, from the date of occurrence of the event.

Should the event last over 60 days from its date of occurrence, the sales contract signed by our company and the customer shall be terminated by the non-breaching party, without any of the parties being entitled to claim for compensation of loss and damages.

This termination shall take place at the date of the first presentation of the registered mail letter with confirmation of receipt in relation to such termination.

ARTICLE 11 – CONTRACT RESCISSION

In case of non-execution of its obligations by a party, the present agreement shall be deemed void to the benefit of the other party without prejudice of the loss and damages which could be claimed to the non-executing party.

ARTICLE 12 – RESOLUTION OF DISPUTES

Any issue in relation to the general sales terms & conditions herein as well as to the sales which they govern, which would not be regulated by the provisions herein, shall be governed by the laws of France exclusive of other laws.

Any dispute in relation to the current sale, even in case of recourse to warranty or plurality of respondents, would be, in case an amicable agreement cannot be reached, the exclusive jurisdiction of a competent court in the territory of Thermocompact head-office.

Thermocompact is an affiliate of the Syndicates for surface treatment UITS-Metallurgie Haute-Savoie.