

## STANDARD TERMS AND CONDITIONS OF SALE

### Article 1 – Subject and field of application :

- 1.1 Any order of products implies the acceptance by the buyer and his full compliance of these general terms and conditions of sale which exist over any other document of the buyer, including all terms and conditions of purchase, unless written otherwise agreed and prior of our company, at the latest at the time of the acceptance of the order.
- 1.2 Any other document that this standard terms and conditions of sale and also catalogs, brochures, advertisements, notices, is merely informative and indicative but non-contractual.

### Article 2 – Orders :

- 2.1 **Definition** : Per order, means any position on our products, and accepted by our company, with payment of the possibly advance expected on the purchase order. Orders only become final until express acceptance of ACODI, by Order Acknowledgement of Receipt.
- 2.2 **Modification** :
  - 2.2.1 Orders sent to our company are irrevocable for the customer, unless written acceptance on our part.
  - 2.2.2. Any request for modification of a placed order by a customer will not be taken into account by ACODI, just after written acceptance.

### Article 3 – Deliveries :

#### 3.1 Delay :

- 3.1.1 Delivery times are only given for informative and indicative purpose in the Order Acknowledgement of Receipt ; they particularly dependent on the good reception of technical elements to the study and the manufacturing, and the availability of carriers ACODI strives to meet the delivery times that indicates at the acceptance of the order, according to the reference logistics delay and to execute orders unless due to force majeure or in the event of circumstances beyond its control, such as strikes, frost, fire, storm, flood, epidemic, supply difficulties, without this list is exhaustive.
- 3.1.2 Any delay in relation to the indicative delivery time originally planned, cannot justify a cancellation, termination or modification of the order placed by the customer and accepted by ACODI. Delays in delivery cannot give rise to any penalty, indemnity or damages. The penal clauses in commercial papers of our clients we are unenforceable.

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### 3.2 Risks :

Deliveries are made according to the Incoterms used in the Sales Contract. The transfer of risk on products by ACODI occurs upon the Incoterms used.

**3.3 Transport :** The customer, in case of damage or missing of the goods delivered, to make all necessary reservations with the carrier. Any product that has not been the subject of reservations by registered letter within 3 days of receipt from the carrier, in accordance with the Article L.133-3 of the Commercial Code, and copies shall be sent simultaneously to our society will be considered accepted by the customer.

### 3.4 Reception:

**3.4.1** Without prejudice of arrangements taking by the customer opposite to the carries as described in section 3.3, in case of defects or missing, any claim of whatever nature, relating to the products delivered, will be accepted by the society if it is made in writing, by registered letter, within 5 days.

**3.4.2** It is up to the buyer to provide any justification as to the reality of defects or mission reported. The customer must provide any justification as to the reality of the defects; our company reserves the right to, directly or indirectly, to any findings and audit process on site. The buyer will have to isolate the order or the products it considers affected by a vice to allow ACODI to conduct or by an agent of his choice, any analysis and/or appropriate expertise within 1 month after receipt of goods. If this control cannot be exercised due to the non-conservation of the products by the customer, the client cannot continue to allege the vice or the missing.

**3.4.3** No return of goods shall be made by the customer without the express and prior written approval of our company, obtained in particular by fax or e-mail. The costs return will be at the expense of ACODI that if an apparent defect, or missing, is indeed found by the latter or his agent. Only the carrier chosen by our company is authorized to make the return of the products concerned.

**3.4.4** When after controlling, an apparent defect or shortage is indeed found by our company or its agent, the customer cannot request to ACODI that the replacement of non-compliant products and/or addition to be made to address missing the expense, without the latter being entitled to any compensation in any capacity whatsoever or resolution of the order.

**3.4.5** Receiving unqualified products ordered by the customer covers all apparent defects and/or missing. Any reservation must be confirmed in accordance with sections 3.4.1 and 3.4.2.

**3.4.6** The claims made by the purchaser under the terms and conditions described in this article don't suspend the payment by the customer of the concerned goods.

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- 3.4.7** The responsibility of our company can in no way be blamed for acts during transport, destruction, damage, loss or theft, even if the company chooses the carrier.
- 3.5 Suspension of deliveries :** In case of full non-payment of a bill expired, after formal notice has no effect within 8 days, ACODI reserves the right to suspend deliveries in progress and/or future.
- 3.6 Refusal of an order :** In case a customer places an order at our company without having made the payment of previous order(s), our company will refuse to honor the order and deliver the goods concerned without the customer being entitled to any compensation for any reason whatsoever.

### Article 4 – Price :

- 4.1** The prices shown on our business documents are provided for information only and without warranty period. Our company reserves the right to modify at any time the prices of its products, depending on the commodity. They are calculated excluding tax, net, without discount. For the specified prices by quantity, any order for a lesser amount, causes a change in the indicated price. The prices listed on our quotes, offers and business proposals prepared at the request of our customers mention the period of validity of prices contained therein. If the customer control beyond this period, ACODI reserves to adjust the prices.
- 4.2** Unless otherwise agreed, the packaging is determined and prepared by our company. They are financially included.

### Article 5 – Payment terms :

- 5.1 Payment period :** Our invoices are payable 45 days end of the month from the date of issue of the invoice. Only the effective collaboration of bills or bill of exchange will be considered to constitute full payment within the meaning of these terms and conditions. It will be performed no discount if paid before maturity.
- 5.2 Cash payment :** All orders we accept are, given the fact that the client has adequate financial guarantees, and that actually will pay the amounts due on maturity, according to the law.  
Also, if our society has serious reason to fear or particular difficulties payment from the customer on the date of the order or subsequent thereto, or if the client does not have the same guarantees as the date of acceptance of the order, ACODI may make the acceptance of the order or the pursuit of his performance to a cash payment or the provision by the client, warranty for its benefit.

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### 5.3 Non-payment :

- 5.3.1** Any outstanding amount including tax and VAT on the due date will result in the payment by the client of penalties fixed at three times the legal interest rate. These penalties are due by right and will be automatically credited to customer's account debit.
- 5.3.2** In addition, ACODI reserves the right to seize the competent court so that the latter do stop this breach, under daily penalty for each late day.
- 5.3.3** Our company may require in case of non-payment of due invoice, the resolution of right of sale after sending a simple formal notice has not been rectified within 15 days. She can also claim the goods delivered the cost of return borne by the buyer and payments being acquired ACODI as penalty clause.  
Similarly, our company can unilaterally, after sending a formal notice, or to draw an inventory of its products in the customer's possession, which undertakes, already, to give free access to its warehouses, shops or other to this end, ensuring that the identification of the company's products is always possible to allow the provisions of section 6 below.
- 5.3.4** In accordance with Articles L 441-6 and D 441-5 of the Commercial Code, applicable to receivables due after 1 January 2013, assuming ACODI would be forced to compulsorily sums owed by the client, customer will be liable besides the price of products match late penalties to make payment of a minimum allowance of 40 EUR as of right and without formality, except to justify risking higher costs.

### Article 6 – Reservation of ownership

- 6.1** The transfer of ownership of our products is suspended until full payment thereof by the client, principal and accessories, even in case of deferral of payment, in accordance with Article L 624-16 of the Commercial Code. Any contrary clause, notably inserted in the general conditions of purchase, shall be disregarded.
- 6.2** By express agreement, ACODI will play the rights it holds under this retention of title clause, for any of its debts, on all of its products in the customer's possession, the latter being conventionally presumed to be unpaid, and our society will take them back or claim them as compensation for all its unpaid invoices without prejudice to its sales right of rescission under way.
- 6.3** The purchaser is entitled, as part of the normal operation of its business, to resell the goods supplied. But he cannot, nor pledge them or transfer ownership as security. Upon sale, the buyer agrees to immediately pay to our company remaining part of the due price. Otherwise, ACODI will have the opportunity to exercise his right to claim on the price in respect of the potential acquirer. The resale authorization is automatically withdrawn in the event of receivership or liquidation.

- 6.4** The buyer is also authorized as part of the normal operation of his establishment to transform the delivered goods. The buyer assigns, already the property of the object resulting from the processing to ensure the rights of society as provided for in paragraph 1.  
In case of seizure or other third party intervention, the buyer is required to immediately notify our company; the processing authorization is automatically withdrawn in case of reorganization or liquidation of the company.
- 6.5** In case of opening of insolvency proceedings or liquidation of assets, current orders will be automatically canceled, and our company reserves the right to claim the goods in stock.
- 6.6** As from the delivery, the buyer is appointed depository and custodian of the goods. This clause does not prevent the risk of goods being transferred to the buyer upon the delivery.

### **Article 7 – Guarantee of hidden and apparent defects**

- 7.1** Our customers are deemed to have received all the technical information about our products. Customers may freely and at any time access to all of the technical documentation of our products on the website [www.acodi.fr](http://www.acodi.fr) . Except that it has assigned a specific study mission to ACODI, the Customer is deemed to select the materials, conducted the tests, test and analysis even before the contract formation and have, in any knowingly and under his full responsibility, ordered products according to the specific use intended.
- 7.2 Guarantee of apparent defects – lack of conformity:**
- 7.2.1 Denunciation conditions of apparent defects by the customer:** Products must be checked by the customer upon delivery, and any claim, reservation or dispute relating to missing and visible defects must be carried out under conditions laid down in Article 3.
- 7.2.2. Compensation due by ACODY in the event of non-compliance :** In case of apparent defects or missing, defective or missing pieces, are replaced by us, subject to verification of alleged defects. The customer may in no circumstances obtain additional compensation.
- 7.2.3 Delay for the action of non-compliance :** No action for non-compliance cannot be held by the customer more than 6 months after delivery of the products. It is expressly agreed by the customer acceptance of these terms of sale after the expiry of this period, the customer may invoke the non- conformity of products nor oppose it counterclaim in to defend during an action to recover debts incurred by our company. Failing compliance with those conditions, our responsibility vis-à-vis the client company cannot be questioned.

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- 7.3 Guarantee of hidden defects:** Our company guarantees its products against hidden defects, under the law, practices, case law, and in the following mandatory conditions.
- 7.3.1 Denunciation conditions of hidden defects by the customer :** The denunciation of the existing defects at the time of delivery, and revealed after receipt of goods must be specified by the customer in writing within 5 days of the date on which it discovered the defect and in any event within 65 days from the delivery of products.  
Our parts are used by renowned customers at the latest within 60 days of the provision. In any event, customers must prove the date of the commencement of use.  
Our customers are professionals ; the latent defect means a defect of product realization making it unsuitable for its use and not likely to be detected by the buyer prior to use.  
The customer must provide any justification as to the reality of the defects, prior to their sale and their hidden nature at it; our company reserves the right to, directly or indirectly, to any findings and audit.
- 7.3.2 Guarantee exclusion case :** Defects and deterioration of goods delivered consecutive to abnormal conditions of storage and/or preservation after product delivery, especially in case of an accident of any kind whatsoever will not entitle the guarantee paid by our society.  
Our warranty applies only to products that have become a regular property of the buyer. It only applies to products manufactured entirely by our company. It is excluded since it was made use of our products in terms of use or unscheduled performance and/or not made known before ACODI's sale.  
We don't cover the damage resulting from wear and pose, an adaptation or a special assembly, and any fixing means not validated by ACODI, occurred under abnormal conditions or not our products unless these transactions were carried out under our supervision. For example, the connection between the substructure and ACODI delivered by the primary support (concrete, metal support ...) is the sole responsibility of the installer.
- 7.3.3 Compensation due by ACODI in the event of hidden defects :** Under the implied warranty , ACODI will be liable for the repair and/or replacement without charge, defective products, without the customer being entitled to obtain damages for any reason.
- 7.3.4 Delay to act for hidden guarantee :** Subject to compliance with the foregoing provisions, the Customer has a period of 6 months from the date of delivery of our products, to act hidden warranty against ACODI regarding its products shaping.  
Our guarantee automatically ceases at the end of this period. The guarantee of ACODI's suppliers has effect and benefit for ACODI's customers about the intrinsic qualities of the supplies.

### **Article 8 – Force majeure**

Are considered as force majeure or unforeseeable circumstances, events beyond the control of the parties, they could not reasonably be required to provide, and they could not reasonably avoid or overcome, insofar as their occurrence makes it totally not the obligations. Are also treated as force majeure or fortuitous ACODI discharging its contractual obligations : strikes of all or part of the staff of our company or its usual carriers, fire, flood, war, downtime due to accidental failures, the inability to obtain supplies of raw materials, epidemics, thawing barriers, roadblocks, strikes or rupture EDF -GDF supply, or supply disruption for cause not attributable to our company, as well as other causes of supply disruption due to our suppliers. In such circumstances, ACODI notify the client in writing, including by fax or email within 48 hours of the date of event occurrence, the contract between ACODI and the customer will be suspended automatically without compensation, as of the occurrence of the event date.

If the event were to last longer than 30 days from the date of occurrence thereof, the sales contract concluded by ACODI and his customer may be terminated by either party, neither party can claim the award of damages and interests.

This cancellation will take effect on the date of first presentation of the registered letter with acknowledgment exposing sales contract.

### **Article 9 – Intellectual property**

All technical documents delivered to customers remain the exclusive property of ACODI, sole owner of intellectual property rights on these documents, and must be returned upon request. Our customers agree not to make any use of these documents may adversely affect industrial or intellectual property rights of our company and undertake not to disclose to any third party.

### **Article 10 – Legal jurisdiction – Forced recovery costs**

Any dispute arising from the application of these terms of sale and/or the execution of sales contracts by ACODI, or payment of the prices shall be brought before the Commercial Court of the seat of ACODI regardless the place of the order, the delivery, and payment and payment terms, and even in cases of appeal or multiple defendants.

Bills of exchange are neither novation nor derogation to this jurisdiction clause.

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The attribution of competence is general and applies, whether it is a main demand of incident request, substantive action. Furthermore, in case of legal action or other debt collection action by ACODI the reminder fees, court and attorney fees and bailiff, and all ancillary costs are the responsibility of the offending client, as well as expenses related or arising from the failure by the customer payment terms or delivery of the relevant order , without prejudice  
Article 5.3.4.

### **Article 11 – Renunciation :**

The fact ACODI not avail at one point of any provision of these can assert waiver to invoke it later.

### **Article 12 – Applicable law :**

These general conditions of sale and the sales governed, are subject to French law, to the exclusion of all other rights, and additionally, by the Vienna Convention on the International Sale of Goods .