GENERAL TERMS OF SALES

FAIVRE General Terms of Sale
Applicable as from 1 January 2012

1 General provisions
These general terms and conditions apply to all the contracts entered into by FAIVRE concerning the Products manufactured by FAIVRE (hereinafter the “Products”). They supersede all earlier general terms and conditions.

Unless stated otherwise, the placing of an order shall imply unreserved acceptance of these general terms and conditions, regardless of any document emanating from the Customer or any one of the clauses in the general terms and conditions may not be construed as waiving the right to enforce any of the conditions in this document.

The recognition of the invalidity of one clause shall not affect the validity of the other provisions contained in this document.

2 Contract documents
The following form an integral part of the contract: these general terms and conditions, the Customer’s technical data sheets, the order, the order acknowledgment, the despatch advice, the delivery note, the invoice.

The following shall not be considered as contractual information contained in brochures, catalogues and other advertising documents.

3 Agreement on evidence
All the written documents exchanged between the parties may take the form of electronic documents. In the event of any contradiction between the written documents, these general terms and conditions, the specifications provided by the Customer, the order, the order acknowledgment, the despatch advice, the delivery note, the invoice, the delivery note, the invoice.

The following shall not be considered as contractual information contained in brochures, catalogues and other advertising documents.

4 Quotations
Any specific order from a Customer will give rise to the issuing of a quotation. Quotations are valid for 30 days from the date of their issue.

Quotations are drawn up in consideration of the specifications provided by the Customer or the Plans.

The Customer is bound by all the specifications transmitted by it.

5 Orders
Any order must be sent in writing, by fax or e-mail.

By placing an order, the Customer is deemed to have accepted the quotation and these conditions of sale.

The Customer’s order must contain the reference of the quotation and of the Plans and the quantity of Products required.

An order, which is considered as accepted by FAIVRE after the latter has issued an order acknowledgment, unless agreed otherwise, the Plans must be returned signed by the Customer.

6 Modification – Suspension – Cancellation of orders
Any modification of an order must be submitted before the Products are in production by any written means and will only be deemed accepted by FAIVRE after written confirmation by FAIVRE.

It may lead to renegotiation of the conditions.

A Customer which cancels all or part of its order, which modifies its conditions, without giving prior written notice by any way, shall be obliged to compensate us for all the expenses incurred by FAIVRE, or for the return of any Products or the destruction of any Products, and to invoice us a flat rate administration charge.

If an order is cancelled, the deposit paid shall be retained by FAIVRE.

7 Studies - Plans
All plans, drawings and technical documents given to the Customer are provided solely for the purposes of evaluation and display. The Plans and studies are free if they are followed by an order. If a plan is not followed by an order, FAIVRE reserves the right to demand financial compensation for their preparation.

They may be modified by the Customer for any other purpose.

FAIVRE retains material ownership and intellectual property over the plans and studies.

They may not be disclosed to any third parties or give rise to any execution without written permission. These documents must be returned at FAIVRE’s first request.

8 Intended use of the Products
It is the responsibility of the Customer to choose Products corresponding to its technical requirements, and if necessary, to check with FAIVRE that the Products are appropriate to the application envisaged.

When the Buyers are the purchasers of the products, the Products are sold as is, without any other warranty express or implied.

9 Installation of Products
FAIVRE takes care of the installation of the Products when this is provided for in the quotation.

The Customer is responsible for the reception of the Products and the completion of the electrical installation as well as for ensuring its electrical installation is compatible with the Products.

10 Delivery
10.1 Conditions of delivery
For deliveries in France, in accordance with the quotation, delivery shall take the form of either a letter or a fax delivered to the address specified by the Customer in its order, or by courier.

In any case, the delivery shall only be made if the Customer is up to date with all its obligations towards FAIVRE, whatever the Products or delivery concerned, in particular concerning the payment of the deposit and the supply to FAIVRE of all the documents necessary to the execution of the order.

10.2 Manufacturing lead times
The manufacturing lead times indicated to the Customer are given for guidance only. Transport is not included in this lead time.

Any modification of the order during its execution may lead to an extension of the manufacturing lead time.

Manufacturing lead times depend on the production capacity.

The period announced only begins after the date of payment of the deposit by the Customer, or of the supply of the necessary parts, or of the return of the Plans signed by the Customer.

Compliance with the manufacturing date is subject to the start date of the order or the receipt of the notice of order, excluding the time necessary for transport.

On no account may a delay justify the cancellation, modification or postponement of the order or any other orders already confirmed, nor give rise to any penalties or damages whatever.

The delivery will only be made on the condition where the terms of payment provide for payment before shipping.

11 Transfer of risks
In any case, the Customer shall take over as from delivery the risks of loss or damage to the Products as well as liability for any loss or damage to the Products, without prejudice to FAIVRE’s right to invoke the benefit of the retention of title for the Products, even in cases of force majeure, and this, even in cases of force majeure, fortuitous events or action of a third party.

12 Transport – Receipt – Condition of the Products
It is the Customer’s responsibility to check consignments upon arrival and to make any observations necessary on the delivery note or carrier’s receipt in the conditions of Article 13-3-3 of the French Commercial Code, which requires notification of the carrier by extra-judicial instrument or by registered letter or by the receipt giving rise to the three days of receipt.

The delivery shall conform of FAIVRE’s of its reserves within 48 hours of receipt.

The Customer undertakes to retain the supplier’s documentary evidence and to instruct an expert examination by both parties.

When delivery is to be taken regarding carriers, the Customer undertakes to provide the products on receipt for the Customer to check the condition of the products, condition of the products and quantities.

The costs and risks relating to these checks shall be borne by the Customer.

If no reservations are formulated in writing within the time limit, the Products will be considered as finally and irreversibly accepted.

The Customer is responsible of the Customer to provide any justification regarding the reality of the defects or anomalies.

13 Complaints - Returns
Whether it concerns a visible defect or a latent defect, any complaint must be, to be taken into consideration, mention the references of the corresponding order and any notes.

The responsibility of the Customer to provide proof of the reality of the non-conformities or defects observed, and the cost of the corresponding technical study shall be borne by the latter.

Complaints must be put in by registered letter, directly or through any intermediary, it chooses, any ascertainment, verification or delay, nullifies the allegedly defective products.

Any return of Products must have the prior written agreement of FAIVRE.

Any Product that FAIVRE agrees to take back shall remain under the Customer’s responsibility until it is received by FAIVRE.

14 Warranty – Liability
FAIVRE guarantees, to the exclusion of any other warranty, that the Products shall comply with the order accepted and the stipulations contained in the order acknowledgment.

FAIVRE’s warranty shall not apply in cases of force majeure.

The Customer shall be not held liable for any loss or damage resulting from information or data emanating from the Customer, for any drawbacks in the technical data sheets or Plans and for any incorrect installation, abnormal use or failure to comply with the technical or safety instructions of the Products or the elementary safety rules, the operator’s use or use contrary to the indications or recommendations of FAIVRE use of products with a visible defect, lack of maintenance and/or incorrect installation.

Any intervention by a third party on the Products shall be excluded from the warranty.

FAIVRE does not on any account guarantee the results of the Product and/or their use.

In the event of the proven non-conformity of the products, the warranty shall be limited,
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at FAIVRE’s discretion, to the replacement or repair of the products, and shall exclude the payment of any compensation to the Customer, the products replaced remaining the property of FAIVRE. 14.1 Limits and disclaimers of liability

FAIVRE’s liability shall be strictly limited to and shall not exceed the compensation for the Customer resulting from FAIVRE’s failure, unless otherwise agreed. FAIVRE shall not be liable for the compensation of non-material and/or consequential damages including loss of profit, loss of opportunity, shutdown, market injury, loss of earnings, damage to reputation.

FAIVRE shall not be held liable for any action, inaction or negligence committed by the Customer or by third parties in relation to the performance of the contract.

FAIVRE’s liability, with the exception of bodily injury and gross negligence, shall be limited to the amount invoiced and paid in return for the supply of the Products recognised as defective.

The Customer warrants that its insurers and any third parties in contractual relationships with it shall not bring any claims against FAIVRE or its insurers in excess of the limits and exclusions set out above.

15 Prices

Unless stipulated otherwise, our prices are given in Euros and are quoted ex works or FCA (Incoterm 2010), excluding any taxes applicable in the country of destination. All taxes and duties, and any changes in the prices of raw materials.

16 Terms of payment

16.1 Payment times

Unless otherwise agreed, payments shall include the payment of a deposit of at least 30% of the total amount of the order, the balance to be paid within 30 days of the issuing of the invoice by any means of payment at FAIVRE’s head office. In the event of a delay or of non-exchange, the latter must be returned to us duly accepted within 15 days of its issue.

No disputes concerning invoicing, delivery or any complaint shall lead to the suspension of any order if any claim is made to the suspension of any order if the problem is not resolved by FAIVRE being expressly authorised to set off amount which may owe the Customer against the sums owed to FAIVRE. The Customer shall refrain from automatically deducting any penalties corresponding to the failure to meet a delivery deadline, administrative costs, taxes, duties and other charges without our having had the opportunity to correct the errors and any changes in the prices of raw materials.

16.2 Discounts

Early payment shall give rise to a discount of 2% net of taxes of all the amounts owed. If these terms of sale are translated, only the French version shall be binding upon the parties.

FAIVRE retains ownership of the products until the price has been paid in full, principal, interest and any ancillary expenses included. The payment is considered to have been made when the amount of the price is effectively received. The handing over of bills of exchange or any other document creating an obligation to pay shall not be considered payment. If the customer fails to pay on any of the due dates, FAIVRE may claim the products and exercise its right of retention over the products manufactured. The customer shall, at its own expense and risk, return products not paid for after formal notice to that effect with the following letter with acknowledgment of receipt. The rights of repossession may be exercised without distinction for the amount outstanding on all goods sold and still in the customer’s possession. The customer must protect their individual identification so that FAIVRE’s ownership may always be proven.

The customer undertakes to ask the invoice of all or part of the claims it holds over its own debtors, even if it means informing them that FAIVRE is the seller and that all claims agreed by it at the simple request by FAIVRE, up to the value of the products that are still its property.

The customer shall refrain from pledging, giving as collateral or granting sureties on products that have not been paid for.

FAIVRE reserves the right to bring proceedings before any other court. In the case of sales abroad, and if no amicable settlement can be reached, any dispute that arises concerning a sale, its performance or non-performance or the breaking of relations between the Parties, shall be submitted to the arbitration centre in Paris. Where the terms of sale are translated, only the French version shall be binding upon the parties.

Approved by:
Date:
Signature:
Stamp:

FAIVRE

The indicated prices are subject to change with one month notice.