

A. General Terms and Conditions of sale, delivery and payment

I. Scope of application

- These general terms and conditions of sale apply to any transaction concluded between the LTEC company and a third party, as well as to all endorsements relating to these transactions. They define the rules governing the modalities for the supply of goods and services.
- These general terms and conditions apply exclusively. Any conditions of the purchaser which are contrary to or deviate from these general terms and conditions of business and which have not been expressly approved in writing shall not be recognised.
- These general terms and conditions of sale are also in force for any transaction concluded outside the national territory (France), without reservation of the buyer's conditions, contradicting or deviating from our general sales conditions, and this without anything opposing them.

II. Offers - Orders

- Commercial offers are valid for 30 days.
- Neither the commercial offers nor the purchaser's order commit the LTEC company, only the acceptance of this order, within four weeks, by sending a written order confirmation, or by delivery of the goods, binds LTEC. Our offers are non-contractual offers.
- All documents provided or samples delivered to the purchaser are subject to copyright. The documents can be either quotations in figures, photos, illustrations, drawings, plans, programs, technical data, calculation notes or any other documentation, technical and/or financial communication.
- Offer files are confidential. The buyer may not pass them on to a third party without our written consent.
- The purchaser guarantees that the content of the plans, drawings or models it supplies does not use the intellectual property rights or know-how held by a third party. He guarantees that he can freely dispose of them without infringing a contractual or legal obligation. The purchaser guarantees LTEC against the direct or indirect consequences of any civil or criminal liability action, in particular resulting from an act of counterfeiting or unfair competition.
- Drawings, illustrations, dimensions, weights or other performance data are only binding if this has been expressly agreed in writing. The gross weights and dimensions of the assemblies are given as an indication to the best of our knowledge at the time of submission of the offer and are not binding. Design changes that do not deteriorate the product, as well as changes in the external appearance, are possible without prior notice.

III. Right of withdrawal

- In the event of unforeseen events, insofar as they substantially change the economic relevance or the content of the service or have a significant effect on LTEC's activities, and in the event of impossibility of execution, LTEC is entitled to terminate the contract in whole or in part.
- If after the conclusion of the purchase agreement it becomes apparent that the buyer is in a negative financial situation, LTEC can demand security for the counterpart or withdraw from the agreement, taking into account the costs incurred. In this case, LTEC's withdrawal does not entitle the purchaser to claim damages.
- Any withdrawal by the purchaser must be notified in writing and will give rise to an invoice corresponding to the costs incurred (costs of submitting the offer, study costs, purchases made, etc.) at the date of withdrawal.

IV. Reception - Tests - Trials

- Tests prior to delivery are carried out in the manufacturing facilities and/or at the place of performance of the service.
- The buyer is requested in writing to carry out the reception and commissioning on a set date. These are carried out in the presence of a representative of LTEC. A protocol of this reception is drawn up.
- In case the buyer, duly required, has not taken the necessary steps to proceed with the reception at the date indicated above, the reception shall be considered to have taken place on that day.
- The date of reception, or possibly of early reception, marks the starting point of the guarantee.
- The costs of tests and acceptance by a body or agent of the control authorities are solely the responsibility of the purchaser.

V. Prices-Terms of payment

- The prices are indicated in Euros excluding taxes and customs duties and excluding insurance and packaging, departure from LTEC premises. The sales price is that of the tariff in force on the day of acceptance of the order by the company and may be subject to revision under the conditions indicated in § V.2.
- Payment of the order must be carried out, as agreed, according to the terms of the offer. If a price increase takes place, at the date of supply, as a result of an improvement in performance or a change in the market price, an additional payment will be required.
- If the price increase amounts to more than twenty percent of the original offer, the buyer has the right to withdraw his order. He must use this right immediately after the revalued price has been communicated and before delivery.
- Delivery of the goods is subject to payment of part or the totality of the invoice. No cash discount is granted for early payment.

VI. Delivery

- Delivery times are given in good faith as an indication, their non respect can in no case lead to the payment of indemnities or the cancellation of orders.
- The delivery times only begin to be effective after the down payment and the communication of the indications and documents necessary for the completion of orders to the LTEC company. They are suspended by any delay on the part of the buyer in communicating the details necessary for the execution of the sale, any request for modification, or failure by the buyer to comply with his obligations, especially concerning the payment deadlines provided for.
- In the event that the buyer has outstanding credit, LTEC is only obliged to deliver the products and/or services ordered by the buyer within the limit of the maximum outstanding amount authorised for the latter. The LTEC company may delay any delivery, without liability towards the buyer, until the buyer's level of outstanding debt allows delivery.
- The products will be delivered according to the INCOTERMS determined at the time of the order confirmation. If no INCOTERMS are foreseen, sales will be made EXW, from the LTEC premises, INCOTERMS CCI 2000.
- If after availability, the products removal is delayed for a reason independent of LTEC, the products are stored and handled at the expense and risk of the buyer, excluding any obligation of the depository. In this case the totality of the service object to the order will be invoiced.

VII. Reception of products and services

- The buyer must check the conformity of the products delivered in order to retain his rights against the carrier, the freight forwarder or the forwarding agent in application of article L133-3 of the new French Commercial Code, i.e. within 5 days. If the transport of the products is carried out under the responsibility of the LTEC company, the purchaser will have to make all the necessary reserves on this account to preserve the rights of the LTEC company against the carrier, with a copy to the LTEC company.
- If the products or services performed do not comply with the specifications indicated in the order acknowledgment or are affected by an apparent defect, the buyer must submit his complaints in writing, under penalty of forfeiture, within 2 days of delivery to his/her premises. If the products are affected by a latent defect, the buyer must submit his complaints, in writing, under penalty of forfeiture, within 5 days of the revelation of the defect. It is up to the buyer to provide any evidence of anomalies or defects found. He must give LTEC every opportunity to ascertain and address these defects and anomalies.
- L'acheteur ne peut refuser de recevoir les produits, même en cas de livraison partielle ou de défaut apparent. The buyer cannot refuse to receive the products, even in case of partial delivery or apparent defect.

VIII. Terms of Payment

- Invoices and services are payable to the LTEC company by cheque, draft or transfer, accepted, within 10 days from the date of issue of the invoice.
- The non-payment of any invoice after this 10 days deadline will authorize LTEC to ask for the payment of any claim it has on the buyer, even if not yet due.
- In application of the french NRE (New Economic Regulations) of 15 May 2003, all sums will bear

interest without prior notice, at the expiry of the same payment deadline, at the legal rate (refinancing rate of the European Central Bank) increased by 7 percentage points.

- LTEC reserves the right to subordinate the performance of the contract to cash payment or the provision of securities at any time and even after partial deliveries, and this regardless of the originally stipulated payment modalities and without having to justify its reasons. In the event of non-payment, LTEC reserves the right to take back the goods as they are, without prejudice to any compensation for loss of value or trade-in.
- In the event of non-payment of invoices by the purchaser, if the sums due are recovered through litigation, the costs of legal proceedings shall be charged to the customer.
- As of January 1st, 2013, according to the decree n°2012-1115, an indemnity of 40 € will be applied as well as interests for each invoice unpaid within the given deadlines (Article L441-6 of the French Commercial Code).

IX. Retention of title

- In application of the provisions of the French Law of 12 May 1980 and Article 121 of the Law of 25 January 1985 codified under Article L621-122 of the new French Commercial Code, LTEC will retain full ownership of the products until full payment of the sale price, as well as interest and accessories.
- The handing over of bills of exchange, cheques or any other form of payment creating an obligation to pay shall not be deemed payment within the meaning of these provisions. The payment can only be considered as effective at the time of collection by the LTEC company.
- The transfer of risks shall however take place upon delivery, in application of the chosen INCOTERMS or, if no INCOTERMS is chosen, upon the departure of the goods from the premises of the LTEC company.
- The buyer commits himself to immediately inform the LTEC company of any judicial liquidation procedure, any seizure or any other measure taken by a third party on the products subject to the reservation of ownership, before full payment. The purchaser will inform the LTEC company of the exact storage location of the delivered products.
- The Buyer shall take out special insurance for these products to cover damages and claims that may be caused to and by the products.
- The buyer agrees to subrogate the LTEC company, on simple request, in its rights vis-à-vis its insurer.
- The buyer will not be entitled to pawn the products nor to give them as a guarantee until full payment.
- In case of resale of the products before full payment, the resale price is transferred to the LTEC company, as a guarantee, the LTEC company is authorized to claim payment directly from the buyer.
- The LTEC company will be able to claim the products and keep the deposits paid as a penalty clause, in case of legal redress, judicial liquidation and more generally, suspension of payments.
- The buyer will take all measures in order to ensure the identification of the products, property of the LTEC company on its premises, before complete payment.
- In the event that insolvency proceedings are initiated, an inventory of the products that may be claimed pursuant to Articles L621-123 and L621-124 of the New French Commercial Code will be drawn up.

X. Transfer of risk

- The risk is transferred to the transport company when the products are handed over.
- Transport insurance will only be taken out by LTEC on express request. The costs then incurred are at the expense of the buyer.
- The risk is already transferred to the buyer when the products are ready for shipment if the delay in shipment is attributable to him.

XI. Fortuitous event and force majeure

- If as a result of a case of force majeure, LTEC was obliged to interrupt the distribution of its products, the execution of the contract would be suspended for as long as LTEC is unable to deliver.
- As soon as this impediment of force majeure ceases, the obligations of the present contract will resume for the remaining period and the quantities not supplied.
- Any event of whatever nature that is reasonably beyond the control of either party, such as strikes in the means of transport, strikes or lock-outs in the industries or shops where the products are sold, interruption of the means of transport for whatever reason, legal or regulatory provisions leading to major disruptions affecting the production or distribution of services and products, irregularities in the delivery of raw materials, etc., shall be considered as an event of force majeure authorising LTEC to suspend or cancel its commitments and to extend the agreed deadlines, without this giving right to any compensation for the benefit of the buyer.

B. Warranty - Liability

- Should the LTEC company be held liable for the products and services sold, whatever the cause of the damage or its nature, this liability may not, at any rate, exceed the payment by the LTEC company of an amount greater than the price before tax invoiced for the order at the time of the execution in which the damage occurred, excluding any other compensation of any nature whatsoever and, in particular excluding compensation for any material or immaterial damage, which would be the direct or indirect consequence of a defect in the product or service that is subject to the order.
- The purchaser is obliged to ensure that the technical data and recommendations for use of our products are complied with.
- The non respect of the rules of use engages the responsibility of the purchaser.

C. Applicable law - Data processing

- For all disputes, whatever their nature, relating to a sale made by LTEC, the court of Colmar is solely competent and will apply the French law.
- LTEC is entitled to process the purchaser's data received as part of or in connection with the business relationship in accordance with the Data Protection Act.
- Should individual provisions of these General Terms and Conditions of Delivery and Payment be or become invalid, this shall not affect the validity of the remaining provisions.
- The present general terms and conditions of sale abrogate and replace all the general terms and conditions previously in force.