



REGISTERED OFFICE : 238 rue des frères Voisin - ZAC CHAPOTIN - 69970 CHAPONNAY (France)  
A simplified joint stock company of € 305.000 - SIRET 339 896 938 00059

These General Conditions of Sale apply to any supply of Products (including the supply of services relating to them) by INPAL. They can only be curtailed by a special written agreement signed by a duly authorized representative of INPAL.

## I. FORMATION OF THE CONTRACT

The contract is formed by the following:

- . These General Conditions,
- . The Special Conditions stipulated in INPAL's offer accepted by the CUSTOMER's within the scope of its order.

The Special Conditions take precedence if there is a divergence or contradiction with the General Conditions.

Any other document (catalogue, prospectus, advertising, instructions etc) is for guidance only and does not entail any commitment from INPAL.

INPAL's offers must be drawn up in writing. INPAL cannot be bound by a verbal offer. Offers are valid for a maximum period of 30 days.

INPAL is not bound by any commitment to the CUSTOMER until the CUSTOMER's order is accepted, thus constituting the conclusion of the contract. INPAL is free to refuse the order.

The CUSTOMER's orders must be made in writing. If there is a conflict between the CUSTOMER's order and INPAL's acceptance, the latter takes precedence and the CUSTOMER has a period of 48 hours to oppose.

Any modifications to the contract must be the subject of a written rider signed by the parties. The CUSTOMER is responsible for paying the costs for modifying the contract.

## II. STUDIES AND DRAWINGS – CHOICE OF PRODUCTS

All previous works and drawings (plans etc) can be invoiced to the CUSTOMER at the hourly INPAL rate in force. The amount will be charged against the CUSTOMER's first order.

The CUSTOMER, as a specialist professional in its sector, must check, under its liability that the Products, drawings plans and offers proposed by INPAL correspond to the use which the CUSTOMER wishes to make of them. INPAL can never be held liable regarding this. The CUSTOMER's order entails its approval of INPAL's drawings, plans and offers and its waiver of any claim regarding their content. The CUSTOMER is responsible for designing and building its installations and for the choice of the supplies in them.

## III. PRICE AND PAYMENT

The prices of the Products are in euros, net of tax, net of customs duty, transport and insurance costs, excluding packaging and ex INPAL's works (EX-WORKS incoterms ICC, 2000 edition).

The prices of the Products can be reviewed at any time without notice.

The prices invoiced are the prices specified when INPAL accepted the order subject to changes in the costs of raw materials and raw materials.

Invoices are payable at 30 days end of the month following the invoicing date, at INPAL's registered office by domiciled draft.

The CUSTOMER cannot make a complaint or claim to justify or suspend the payments.

Default interest will automatically apply in the event of a delay in payment calculated on the basis of three times the legal interest rate (article L.441-6 subparagraph 6 of the Commercial code).

In the event of a delayed payment, INPAL can demand the immediate payment of all the sums owed by the CUSTOMER, whether they are outstanding or have not yet fallen due, suspend the performance of any order and cancel them 8 days after sending a formal notice which is not performed.

## IV. PACKAGING

The CUSTOMER will always pay for the packaging. The CUSTOMER can designate the desired packaging itself and/or a company to perform the packaging and waives all claims against INPAL for any packaging defect.

Packaging is not taken back.

## V. DELIVERY

Delivery lead times are indicated subject to the CUSTOMER respecting its obligations to INPAL.

INPAL reserves the right to divide up its deliveries.

The Products are deemed to be delivered when they are made available at INPAL's or its sub-contractor's factories (EXW manufacturer's factory, Incoterms ICC, 2000 edition). INPAL will inform the CUSTOMER that the Products are available. The CUSTOMER must make arrangements to collect the Products within 8 days. Any damage to the Products after they are made available will be at the CUSTOMER's exclusive risks and costs. The CUSTOMER is responsible for the storage and security costs, which will be invoiced in addition.

A delivery report will be established jointly and signed by INPAL and the CUSTOMER (or its representative) when the Products are collected. If reception and collection does not occur within 8 days of the notice of readiness, the delivery order is deemed to be a joint report.

The CUSTOMER is responsible for all checks, and reserves when it receives the Products. INPAL will not be liable for any claims for shortages, problems with appearance, and defects which are detectable by visual inspection if they are not recorded in the delivery report. If necessary the CUSTOMER is responsible for making all claims against the carrier within three days following the delivery by the carrier. INPAL must be informed of these reserves within the same period by recorded delivery letter with acknowledgement of receipt.

The delivery lead times are for guidance and INPAL will not owe any indemnity or compensation for any delays in delivery. In the event of a delay in delivery which exceeds 30 days after sending a formal notice, the CUSTOMER can cancel the order.

## VI. TRANSFER OF RISKS – RETENTION OF TITLE

INPAL remains the owner of the Products until INPAL has encashed all the sums owed under the contract.

In the event of payment default, INPAL can claim the return of the Products or their price if they have been resold by the CUSTOMER (article L.624-16 of the Commercial Code). The defaulting CUSTOMER will pay any costs required for repairing the Products.

Despite the retention of title, the delivery of the Products, as defined above, entails the transfer of risks to the CUSTOMER.

## VII. WARRANTY

INPAL warrants that the Products conform to the technical specifications stipulated in the contract subject to the usual tolerances.

If there is a defect in the Products which is not identifiable on receipt, the CUSTOMER must inform INPAL of this as quickly as possible and within a maximum of 10 calendar days and by recorded delivery letter with acknowledgement of receipt, giving it all information liable to establish the nature of the defects found. The parties undertake to jointly analyze the defects found to determine their cause.

INPAL does not warrant that the Products are suitable for a given use or results or other characteristics which are not expressly stipulated in the contract. The warranty does not cover the consequences of the design approved by the CUSTOMER, or the consequences of the manufacturing conditions approved or requested by the CUSTOMER, any defect resulting from materials supplied by the CUSTOMER, the usual wear and tear to the Product, the consequences of negligence, lack of surveillance, maintenance and storage, incorrect handling which is not attributable to INPAL, any use which does not comply with specifications modification or repair performed any modification or repair performed without INPAL's written consent.

Any intervention by INPAL outside the warranty period will be charged in full to the CUSTOMER.

INPAL modifies repairs or replaces Products which are acknowledged to be defective, at its discretion. INPAL is responsible for paying labour costs for the modification repair or replacement. No Product can be returned without INPAL's prior written agreement. The defective Products which have been replaced become INPAL's property. No claim of any kind can be made more than 12 months after the delivery or receipt if it is established by a joint report. The Products are not covered by the 10-year warranty stipulated in Article 1792 of the Civil Code.

## VIII. LIABILITY

INPAL can only be held liable for its established fault and for the direct damage caused by its fault, to the exclusion of any consequential loss or indirect damage (commercial loss, loss of customers, loss of orders, lost Production, lost earnings, commercial problems, loss of profit, harm to brand image, claim by third parties etc) and within the double limit of the sums paid by the CUSTOMER to INPAL under the Contract without this exceeding € 38,000. No claim whatsoever can be made more than one year after the occurrence of the causative event.

## IX. INTELLECTUAL PROPERTY

The projects, studies, plans and documents of all kinds (hereafter the Studies) drawn up by INPAL and transmitted to the CUSTOMER remain INPAL's property. The transmission of these studies does not constitute a transfer of rights (in particular industrial and/or intellectual property rights) held by INPAL nor the grant a license for the studies transmitted. The CUSTOMER cannot reproduce and/or use the Studies without INPAL's written authorization and within the framework of the dealings between the CUSTOMER and INPAL.

## X. TRANSFER -- SUBCONTRACTING

The CUSTOMER cannot transfer all or part of its rights or obligations under the Contract without INPAL's prior written agreement.

INPAL reserves the right to assign, transfer or contribute the rights and obligations granted under the Contract (notably to perform the Contract) in any form to any third-party whatsoever providing that this third-party replaces INPAL to perform the contract.

## XI. EXCEPTIONAL EVENTS

If events occur which are not reasonably foreseeable and which could prevent INPAL performing its obligations, INPAL will not be liable for failing to perform its obligations providing it immediately informs the CUSTOMER and takes the necessary measures to limit their effects. If the effects of an Exceptional Event last more than 90 days, the CUSTOMER can cancel the orders which have not yet been performed. In this case, the CUSTOMER undertakes to repay INPAL all the costs incurred to perform contract. This article notably refers to the following: changes in the law or regulations, acts by the public authorities, social disputes, blockades, wars, riots, natural disasters, serious accidents, interruptions to transport, means of communication and energy supplies.

## XII. SETTLING DISPUTES – GOVERNING LAW

Any dispute regarding the Contract will be put to the LYON Commercial Court. However INPAL and the CUSTOMER undertake to seek an amicable solution beforehand.

The contracts, including these General Terms of Sale are governed by French law.