

MODEC Terms and Conditions

General aspects

All orders entail the Buyer's ipso jure acceptance without exception or reserve of these General Sales Conditions which, unless otherwise expressly agreed between MODEC and the Buyer, will govern MODEC sales; all of the Buyer's General Purchasing Conditions are excluded. All orders shall be placed by fax or email and imply unconditional acceptance of these General Sales Conditions. Commitments undertaken by our representatives, agents or other delegates are only valid subject to our Company's validly signed and written confirmation. Our General Conditions are applicable both to supplies undertaken in our name and on our behalf and also to those undertaken by us on our behalf, or in our name and on behalf of a third party.

Prices

MODEC prices are based on the economic conditions which prevail on the date of our offer. Unless otherwise stipulated, all ancillary costs which may be added to the order price, such as an increase in transport costs, taxes or levies that occur subsequently to order acceptance, shall be passed on to the Buyer. The said prices are expressed excluding VAT in France and excluding all taxes, duties, levies and other contributions beyond France. Unless Special Conditions specify an invoicing and payment currency other than the Euro, prices are expressed in Euros. The said currency shall also be used for invoicing and payments; any indexation on a foreign currency is excluded.

Deliveries

Unless specific provisions have been agreed to between the Buyer and MODEC, deliveries are:

- For deliveries in France: EX-WORKS Etoile sur Rhône plant for machinery, spare parts and consumables;
- For deliveries beyond France: EX-WORKS Etoile sur Rhône as indicated in 2010 Incoterms.

Deliveries are performed from MODEC, on the date specified in the order confirmation, to the address stipulated therein. Delivery deadlines are provided for information purposes only and therefore no claims, applications for compensation or late delivery penalties shall be accepted on any grounds whatsoever. All supplies, even if sold FRANCO, travel at the addressee's risk; in the event of damages, missing articles or delays, the latter is responsible for filing a claim against the carrier even if we selected the said party.

The recipient party shall check order quantities and quality on reception. All claims shall be addressed by registered letter to the carrier within 3 business days subsequently to delivery (in accordance with Article 105 of the French Code of Commerce). A photocopy of the said letter, listing the defective articles, shall be addressed to MODEC previously to any use, transformation or resale thereof. All claims shall reach us within 5 business days following reception of goods.

Technical modifications

At any time, MODEC may improve and modify its models if it deems fit. Accordingly, machine descriptions and characteristics specified in our proposals shall be considered as valid. All other documents are supplied for information purposes only.

Terms and Methods

Payment in accordance with the special conditions expressly agreed to between MODEC and the Buyer. In the event of late payment, MODEC shall be entitled to suspend all ongoing orders, without prejudice to taking action via any other channels. Further to addressing previous notice to perform payment, all amounts which have not been paid on the specified due date shall ipso jure entail late payment penalties at the BANQUE de France rate on the invoicing date, increased by 5%. The said interest shall accrue from the due date until effective payment has taken place. Finding that a dispute exists shall never be grounds for failure to pay on the due date.

Reservation of title - Transfer of ownership

All of our deliveries are made subject to transfer of ownership further to payment, in application of law no. 80-335 of May 12, 1980 and Articles 115, 121 and 122 of law no. 85-98 of January 25, 1985. Until such transfer of ownership, the Buyer shall be responsible for risks or damages possibly suffered or caused by the sold goods for any reason whatsoever. The latter shall monitor that goods' identification is always possible. Goods in stock shall be presumed to be those for which payment is outstanding.

Warranty

MODEC guarantees its equipments in accordance with the following conditions:

- During 12 months as of the delivery date, MODEC warrants its equipments against all material and manufacturing defects, except for consumable parts and elements which are out of order due to normal wear and tear further to standard use 8 hours per business day. During the aforementioned period, MODEC will replace or repair all parts acknowledged as defective by our departments, which parts shall have been promptly returned by the buyer to MODEC plants, all carriage costs and duties paid, enclosing a detailed description of the recorded breakdown and the warranty certificate.
- Components which were not manufactured by us come under the relevant manufacturer's warranty.

This warranty shall only be applicable if the machine is used with MODEC consumables. We hold no liability if our products are used in an abnormal manner.

Agreement review

Significant modifications in the Buyer's economic or financial situation, including the sale, transfer, pledge or contribution of the latter's business or assets, and if payment or acceptance of bill is not performed on the agreed date, even further to partial order performance, may entail revision of the conditions thereof and the overall credit conditions granted.

Intellectual Property

We continue to hold all intellectual property rights to our projects, studies and documents which shall not be communicated, exploited or reproduced without our prior written authorisation.

Force Majeure event

MODEC shall not be held responsible for any breach whatsoever of its contractual obligations that result from causes which are beyond our control such as, amongst others: fire, storms, flooding, earthquake, explosion, accident, strikes and/or industrial disputes, hostile actions, insurrection, war (declared or otherwise), rebellion, sabotage, epidemics, quarantine, impossibility of ensuring supplies of parts, raw materials or machinery, Government decision and legal actions.

Applicable law

The agreement shall be governed and construed in accordance with French law.

Power of Jurisdiction

All disputes or litigation which have not been amicably settled shall be referred to the Commercial Court of Romans, acknowledged as sole competent jurisdiction by the contractors, including in the event of the introduction of third parties.

Other conditions

Those of the Federation of Mechanical Industrialists of France.