

The term "contract" shall mean all of the contractual documents governing the relations, rights and obligations of the purchaser and the seller.

## 1. GENERAL SALES CONDITIONS

Our sales are subject to these general conditions that are deemed by mutual agreement to prevail over any prior or subsequent provisions to the contrary on the part of the purchaser and to prevail against any other specifications submitted after the order, except as agreed by us in writing.

The undertakings subscribed by our representatives are final only after they have been confirmed by the General Management, executive or other supervisory employee duly authorized by the General Management. When the purchaser places an order, the seller shall be bound only after it issues its Acknowledgment of Receipt.

## 2. PAYMENT TERMS

All of our shipments are payable in cash at the date of shipment in seller's account, by irrevocable and confirmed documentary credit. Any down-payment paid by the purchaser is to be deducted from the price of the order, and is not to be considered a deposit which, if forfeited, would release the purchaser from the contract.

## 3. DELIVERY TERMS

The delivery terms are defined by the Incoterms®Rules 2010.

### 3.1 Delays in Delivery

It is agreed that we shall not be liable in case of delays in delivery, except as otherwise expressly agreed by us prior to the order, and in such a case, the penalties provided for shall only be due if actual damage, verified by both parties or their representatives, was caused. Under no circumstances shall the total amount of the penalties exceed 5% of the total amount, excluding taxes, of the price of the delayed shipment, unpackaged, departure factory. The penalties shall apply only after the expiration of a grace period provided in the contract and after official notice of request to perform by the purchaser by Registered Letter. These are flat rate penalties that discharge obligations and exclude all other sanctions and/or remedies.

If the payment conditions provided in the transaction and agreed by both parties are not complied with by the purchaser or if the information to be provided by the latter is not obtained within the agreed time period, we shall be entitled to suspend the delivery and shall be automatically discharged of any obligations relating to the delivery times.

In case of force majeure or events such as but not limited to, strikes, lockout, epidemics, accidents, war, requisitions, fires, floods, rejection of important parts, interruption or delay in transportation resulting in total or partial unemployment or hindrance in the normal performance of our work, either in our company or in that of our sub-contractors, or natural disasters, our time periods shall be extended for the period of delay resulting from the force majeure event.

### 3.2 Postponement of Delivery

If the purchaser postpones delivery, this will not affect the initially scheduled payment date: the purchaser must pay the balance of payment due at delivery as if said delivery had taken place. In this event, the seller will arrange for storage of the equipment at the cost and risks of the customer. If the purchaser so requests, the seller may insure the equipment at the customer's expense.

The seller can ask the customer in writing to accept the delivery with a reasonable period which shall not in any case exceed 2 months, unless the impossibility to accept the delivery is due to a case of force majeure.

## 4. TRANSFER OF OWNERSHIP –TRANSFER OF RISK

**The equipment sold, even though in the purchaser's possession, shall remain the property of the seller until the full payment of the price, unless provided otherwise in the contract.** However, the transfer of risks relating to the equipment, from the seller to the buyer shall take place on the date of delivery as defined in the contract, in conformity with the Incoterm chosen, it being expressly agreed that the purchaser shall bear all of the risks of loss and deterioration of the equipment sold as of this date of delivery.

## 5. RECEIPT

### 5.1 Equipment sold Departure Factory without start-up.

The acceptance, which marks the beginning of our warranty, takes place on the date our equipment is put at the purchaser's disposal at the factory.

### 5.2 Equipment sold with start-up and installation.

Acceptance takes place immediately upon the start-up and an acceptance report shall be issued in which the purchaser's reservations, if any are noted. These reservations shall be remedied during the warranty period.

In the event where, for reasons beyond our control, the start-up can not be performed within the contractual time period agreed upon in the order, the acceptance shall automatically take place at the end of the time period provided and the start-up operations shall be deferred and performed during the six months following the acceptance.

If the installation is performed in successive instalments, partial acceptances shall take place after the end of each of the instalments and, in any event, as soon as the purchaser takes possession of certain parts of the installation.

Under all circumstances, the use of the installation or of a part of the installation for the purchaser's own needs shall constitute, ipso facto, acceptance of the entirety.

## 6. WARRANTIES AND LIABILITY

Our equipment is guaranteed during a period of twelve months, as of the date they are made available in our factory, against any defect in material or construction. This warranty includes the repair or, if necessary, replacement departure factory of parts affected by the defect, excluding transportation costs, travel expenses of our personnel and labour on the

site. The defective parts that are to be replaced shall be returned to us at the purchaser's expenses and shall remain the property of the seller.

Longer or more extensive warranties may be granted for a price supplement. In this case, the purchaser's order form and our Acknowledgment of Receipt of the order shall clearly show the exact clauses of the warranty.

Our warranty no longer applies if the equipment is damaged:

- through the purchaser's negligence, failure to supervise or failure to maintain, or bad warehousing,
- because of use, maintenance or operation that does not conform to the instructions in our instruction manual,
- because of impurities or foreign matter in the circuits, or
- due to the use of fluids or oil other than those specified by us,
- due to modifications made to the equipment by the purchaser without the seller's prior written consent.
- to equipment and hardware supplied or designed by the customer, or built to a design imposed by the customer.

This warranty excludes, while the equipment is in service, the refills of refrigeration fluid and the replacement of equipment due to normal wear.

In any event, our liability is strictly limited to the obligations defined above and it is expressly agreed that our liability for defects is limited to the value of the equipment involved and does not cover the intangible, incidental, consequential and indirect damages.

The repair of used machines, the shipment of spare parts and visits by our personnel to the installations, in the form of work "en régie" or "à l'attachement", are not subject to any warranty.

The warranty is valid only if the purchaser is completely up to date in its payment obligations. If the disassembly or reinstallation of parts requires the intervention on equipment other than those delivered, the costs and labour shall be charged to the customer.

## 7. TAXES, DUTIES AND FEES

The price of the seller's equipment does not include any tax, fee, duty or fiscal charge of any kind, present or future, in the purchaser's country.

In the event the tax administration of the said country imposes measures resulting in the double taxation of the seller, the purchaser undertakes to reimburse the seller, upon first request and upon the presentation of supporting documents, for the amount of the taxes, duties, interest and penalties that the seller would incur thereof.

If, for any reason, the purchaser is unable to make such a reimbursement, it is agreed that the price shall be increased by means of an amendment so as to include this undue expense.

## 8. DISPUTES

**All disputes that cannot be resolved amicably, relating to the validity, interpretation, performance, cancellation, or termination of the contract shall be finally settled according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce, 38 Cours Albert 1<sup>er</sup> 75008 PARIS- France, by three arbitrators appointed in conformity with such rules which the parties acknowledge having knowledge of and which form an integral part thereto.**

The arbitration shall take place in LAUSANNE (SWITZERLAND) in the French language.

The contract shall be governed by and construed under Swiss law.

The arbitral award shall not be subject to appeal and shall bind the parties who undertake to immediately perform such award without any reservation, exception, or opposition, in particular in their respective countries.

The seller may decide that the disputes shall be settled by the competent Court of the purchaser's residence.

## 9. DATE OF EFFECT

The contract shall enter into effect on the day following the day when all of the conditions hereunder are fulfilled:

- signature of the contract by the parties
- communication of the approvals or authorizations by the authorities of the parties' respective countries, when necessary.
- actual receipt of payment by the seller of the down-payment for the order,
- receipt by the seller of the confirmation of the irrevocable documentary credit, if required under the contract

As soon as the conditions stated above are fulfilled, the seller shall notify the purchaser, in writing, of the effective date the contract enters into effect, such date shall lead to the execution by the parties of a document evidencing the date of entry into effect of the contract.

In the absence of such a written document, the date notified by the seller shall be deemed contractual.

## 10. CANCELLATION

The seller may cancel the order as of right in case of non-performance by the purchaser of any one of its obligations, in particular, in the event of refusal to make delivery within a reasonable period not to exceed 2 months or default of payment, one month after an official demand is addressed to the purchaser.

The down payments and other payments already made shall be retained by the seller as an indemnity, without prejudice to the right to claim other damages.

## 11. CONFIDENTIALITY –SECRECY – OWNERSHIP

Studies, plans, models, and all documents issued by the seller and remitted to the purchaser, prior to or subsequent to the order, shall remain the property of the seller.

The foregoing may not, without the prior written authorization of the seller, be either used by the purchaser for purposes other than those relating to this order, or copied, reproduced, transmitted or communicated to third parties. The seller retains the exclusive ownership of all software developed by it, and grants to the purchaser only the right to use the software, with this exclusion of any other right to copy, reproduce, sell, modify or use, other than for the purposes of the order.