

# GENERAL TERMS OF SALE

## 1. SCOPE

These general terms apply to all sales of fuel units and accessories and to the corresponding services, which are the after-sales service and any repairs of products, by Suntec Industries France, a simplified joint stock company with head office at 1 rue Lavoisier, 21603 Longvic Cedex, listed in Dijon Trade and Companies Register under number 330 508 268 (hereafter the "Seller"). They prevail over all contrary terms issued by its customers (hereafter the "Buyer"), especially in their own general terms of purchase, unless there is a specific written agreement between the parties prior to the order.

The Buyer's agreement to these general terms shall be deemed to be final unless the Buyer notifies Buyer's explicit refusal to the Seller within 48 hours following the reception by the Buyer of the final order confirmation issued by the Seller according to article 2. The Seller is entitled to refuse Buyer's order in the case where the Buyer refuses these general terms.

## 2. ORDERS

The Buyer purchases the products by submitting a written purchase order, which shall clearly list the name and quantity of products, as well as any related technical specifications and the requested delivery dates. The purchase order placed by the Buyer shall be deemed as a preliminary order. Final order shall be promptly confirmed in writing by the Seller. The Seller has the right to cancel in the confirmation of order part of the items requested by the Buyer based on the availability of the products.

No changes requested by the Buyer to an order accepted by the Seller can be taken into consideration unless they are notified to the Seller in writing before the planned date of shipment of the initial order. In any event, the Seller remains free to accept or refuse any Buyer's requests for changed orders. In case of acceptance and in case all or part of the order is terminated by such modification or cancellation, Buyer shall pay termination charges based upon cost determined by accepted accounting principles plus 10% representing loss of profit for the Seller, except that any products scheduled for completion within 60 days of Buyers' request for termination or rescheduling will be accepted and paid for in full by the Buyer.

The Seller reserves the right to make changes in the design of its products at any time without incurring any obligation to make equivalent changes in products previously ordered, manufactured or shipped.

## 3. PRODUCT DELIVERIES

Products are delivered "FCA" (Incoterms 2010) at the Seller's warehouse.

The risks weighing on the delivered products are transferred to the Buyer at the time of delivery.

Furthermore, if material delivery of the products to the Buyer is delayed for any reason independent of the will of the Seller, the products shall be stored and handled by the Seller at the cost and risk of the Buyer and the Seller declines any liability in this regard.

Any claim as to the compliance of the delivered products must be made by registered letter with acknowledgment of receipt sent by the Buyer to the Seller within 30 days from delivery. Beyond this time, the delivered products are considered to be in compliance and the Buyer expressly waives any claim in this regard.

## 4. PRICE

The price of the product and corresponding services, as well as any discount granted by the Seller, are mentioned on the invoice. These prices are firm and non-revisable.

The Buyer may benefit from negotiated prices depending on the quantities ordered or the regularity of its orders.

Prices do not include sales, use, excise or any similar tax. Any tax or other governmental charge upon the production, sales, shipment or use of the product shall be paid by the Buyer to the Seller unless Buyer furnishes the Seller with a tax exemption certificate acceptable to the applicable taxing authority. Buyer shall be responsible for obtaining any necessary governmental clearances including import and foreign exchange licenses, which may be required by any governmental French or foreign authorities.

The Seller's pricing terms shall be communicated upon request.

Unless agreed otherwise between the parties, all invoices must be paid within 30 days from the date of issuance. Payment must be made to Seller's domicile in euros, net and without discount. 1% discount shall apply for every 30 days by which the payment is received in advance.

If a single invoice is not paid at due term, all sums due by the Buyer to the Seller, even those not yet expired, become rightfully due immediately and without prior formal notice, notwithstanding any terms previously agreed.

Any delay in payment entails application of a late payment interest equal to three times the annual legal interest rate in effect, on all of the sums due, or thus become due, including tax, as well as a €40 lump-sum compensation for collection costs. If collection costs exceed the amount of this lump-sum compensation, the Buyer shall indemnify the Seller for all of the collection costs committed. Interest on late payments and the lump-sum collection compensation become automatically due on the day following the said due date, without altering any other rights that the Seller reserves the right to invoke. All deliveries to the buyer shall furthermore be suspended until full payment of all sums due.

## 5. RESERVATION OF TITLE

THE SELLER RESERVES OWNERSHIP RIGHTS OVER THE PRODUCTS SUPPLIED UNTIL FULL PAYMENT OF THEM, ALLOWING IT TO TAKE BACK POSSESSION OF SAID PRODUCTS IN THE EVENT OF PAYMENT DEFAULT, IN ACCORDANCE WITH THE TERMS OF ARTICLES 2367 ET SEQ. OF THE FRENCH CIVIL CODE.

UNDER ARTICLE 2370 OF THE FRENCH CIVIL CODE, INCORPORATING A PRODUCT SOLD SUBJECT TO RESERVATION OF TITLE INTO ANOTHER GOOD DOES NOT OBSTRUCT THE SELLER'S RIGHTS WHEN THE SOLD PRODUCT AND THE GOOD IN WHICH IT IS INCORPORATED CAN BE SEPARATED WITHOUT UNDERGOING DAMAGE.

IF THE SOLD PRODUCT AND THE GOOD IN WHICH IT IS INCORPORATED CANNOT BE SEPARATED WITHOUT DAMAGE, THE SELLER SHALL BECOME THE CO-OWNER OF THE WHOLE PROPORTIONALLY TO THE SALE PRICE OF THE PRODUCT.

The Buyer agrees to have the said products insured by ad hoc insurance in favour of the Seller, against the risks of loss or deterioration by accident or other, until complete transfer of ownership, and to evidence this insurance to the Seller at first demand.

## 6. WARRANTY

The Seller's fuel units and accessories are warranted to be free from defects in material and workmanship for the warranty period hereinafter defined when properly installed and maintained and operated under normal use. Where appropriate the correct electrical installation must be used.

In the event of latent defects, the Buyer must notify the Seller in writing within 30 days from the delivery of the defect(s) that it ascribes to the delivered products, and provide all elements of proof as to their reality.

The foregoing warranty is exclusive and in lieu of any other warranties, whether expressed or implied, including any warranty of merchantability or fitness for any particular purpose.

The warranty periods for defect other than those identified during the 30 days inspection period after purchase are:

New products:

- Accessories: 12 months from date code on accessory;
- A, AJ, J pumps: 24 months from date code on pumps;

- Special products: consult with the Seller;
  - T, TA, E pumps, TV valves: 12 months from date code on pumps.
- Date codes: stamped on the pump or accessory  
The date code indicates YEAR/MONTH/DAY

## 6.1 Warranty limits

The Seller's warranty does not apply in particular to:

- Intervention costs (eq: travel cost, cost of labor...),
- Replacements and repairs resulting from normal product wear,
- In the event of product deterioration or accidents due to manifest negligence, a lack of surveillance or maintenance, or inappropriate use.

In particular, the Seller is held to no contractual or legal warranty, and its liability cannot be engaged for any reason, if the Buyer does not comply strictly with the Seller's prescriptions concerning the use of the products.

The Seller shall not be liable for the failure of performance or malfunction of these products resulting directly or indirectly from the presence in the system of:

- Rust
- Water
- Contaminant
- Inappropriate installation

Or resulting directly or indirectly from the use of fuels which are unusual or inappropriate when taking into account the construction of the product sold.

Components not manufactured by the Seller are warranted only to the extent of and by original warranty. The Seller shall not be liable for wear in components other than that due to faulty construction or materials. The Buyer is obliged to carry out all of the inspections and tests necessary to ensure that the product delivered conforms to the products ordered in terms of specification and quality within 30 days from receipt.

Moreover, the Buyer shall abstain from performing any repairs to the products itself, or having repairs performed by third parties. Any changes, repairs or other works done without the Seller's express prior agreement shall have the effect of cancelling the present warranty.

If a latent defect is found to exist, the Seller's liability is limited to replacement of the product. The Buyer shall return the defected product to the Seller, at the Seller's request and cost.

## 6.2 Warranty ceiling

In any event, the amount of the compensations due by the Seller to the Buyer in the framework of a sale governed hereby, including in the event of latent defects or a lack of safety of the products sold as stipulated by articles 1386-1 et seq., and 1641 et seq. of the French Civil Code, may not exceed the total amount of the sums collected by the Seller for the said sale.

## 6.3 Time limitation

No action for breach of these terms of sale or any covenant or warranty arising therefrom, shall be brought more than one year after the cause of action has occurred.

## 7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The sale of the products by the Seller entitles the Buyer to no rights to the patents, trademarks and other industrial or intellectual property rights held by the Seller.

In the event any product to be supplied under these terms is made in accordance with drawings, samples, or manufacturing specifications designated by the Buyer, the Buyer agrees to hold the Seller harmless from any and all damages, costs and expenses relating to any claim arising from the design, manufacture, or use of the product or arising from a claim that such product furnished to the Buyer by the Seller, or the use thereof, infringes any intellectual propriety rights, foreign or domestic, and the Buyer agrees at its own expense to undertake the defence of any law suit against the Seller brought upon such claim.

In the event any product to be supplied under the Buyer's order is not made in accordance with drawings, samples, or manufacturing specifications designated by the Buyer, but rather to the Seller designs, the Seller agrees to hold harmless the Buyer and its customers against any damage awarded by a court by a final ruling for the infringement of any intellectual propriety rights by reason of the sale or use of such product furnished by the Seller under the Buyer's order. The foregoing undertakings shall not apply unless the Seller shall have been informed immediately by the Buyer of the claim or lawsuit alleging such infringement and shall have been given the opportunity to take over the defense thereof, and further such undertaking shall not apply if:

- The claimed infringement is settled without the consent of the Seller;
- The infringement results from the use of a product delivered under the Buyer's order in combination with a product not delivered hereunder where such infringement would not have occurred from the use of the product alone delivered hereunder.

## 8. CANCELLATION - TERMINATION

The Seller may by right, without it being necessary to resort to any legal action, cancel the contract in the event of non-payment or delay in payment of any sum due by the Buyer one week after receipt by the Buyer of a formal notice, delivered by registered letter with acknowledgment of receipt that is not followed by effect. The Seller keeps all sums paid by the Buyer as penalty, without altering the damages that might be due to the Seller.

## 9. FORCE MAJEURE

In the occurrence of an event of Force Majeure, the Seller is exempt from its obligations for the duration of the said event.

Force Majeure includes the following events, though the list is not exhaustive: fires, floods, bad weather, acts of terrorism, riots, interruptions or delays in transports, strikes, including at the Seller's and at its suppliers, labour disputes, prohibitions to operate issued by a governmental authority, or failures on the part of the manufacturer's suppliers.

However, if the event extends to more than three months from its occurrence, each party is entitled to cancel the sale without compensation.

## 10. APPLICABLE LAW - JURISDICTION

These general terms of sale as well as any deeds related to them including notably any sales to which they apply, are subject to French law.

ALL DISPUTES RELATIVE TO THESE GENERAL TERMS AND TO THE SALES TO WHICH THEY APPLY, IN PARTICULAR THEIR FORMATION, INTERPRETATION, PERFORMANCE, TERMINATION OR CANCELLATION, AND THE CONSEQUENCES OF THESE, COME WITHIN THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF PARIS, EVEN IN THE EVENT OF IMPEADER OR OTHER THIRD PARTY PROCEEDINGS, INCIDENTAL CLAIMS OR MULTIPLE DEFENDANTS.