

ARTICLE I: APPLICATION OF THE GENERAL TERMS OF SALE

According to the L441-6 article of the commercial law, the present general terms of sale are the base of agreements between the Supplier and the Customer. The handing-over of any order implies on the part of the Customer his adhesion to the present general terms of sale. Any exemption from these general terms will have to be the subject of a written agreement of Joseph Martin.

ARTICLE II: ORDERS

The order must be established by an average writing provided of acceptance of the order by Joseph Martin. The acceptance of the order is done in all average writing (acknowledgment of order...). Any order accepted by Joseph Martin, closed or opened, will be considered to involve acceptance by the Customer of the offer of Joseph Martin.

The open order is limited in time by a time agreed upon, defines the characteristics and the price of the product and the minimal and maximum quantities.

For an opened order, if corrections made by the customer to the estimated forecast of delivery deviate of more than 15% in more or in less than amount estimate. Supplier and customer will find a solution with the consequences of this variation. In the event of variation with the rise, Joseph Martin will make his possible to satisfy the request with the Customer within quantities and times compatible with his capacities (of production, transport, subcontracting, human, financial etc.)

The order expresses the assent of the irrevocable Customer of these conditions. It cannot thus cancel or modify except after written agreement of Joseph Martin.

For a request by customer for delete and order, Joseph Martin will be able to ask for to the Customer a compensation of all the committed expenses (in particular specific tool...) and for all the direct consequences and indirect which result from this.

ARTICLE III: DELIVERY

The lead time is an important point which must be specified with the contract like its nature (time of provision, time of presentation for acceptance, delivery period, time of legal reception etc). The stipulated times are however only indicative, can be called into question in the case of supervening of circumstances independent of the will of Joseph Martin and will not be able to give place to damages in the event of delay.

Except particular agreement, the delivery is effectuated when goods are at disposal in the factory of Joseph Martin (EXW- Incoterms). Risks are transferred consequently at the shipment to the customer, without prejudice to right of the supplier to call upon the benefit of the clause of reserve of property.

If the customer engaged transport and assumes the cost of it, the customer will take responsibility for this all pecuniary consequences with a direct action to the conveyer against Joseph Martin.

In the event of damage, any request must be made to the conveyer only responsible, on the receipt document at the time of the delivery. In the absence of contrary convention, all operations of transport, insurance, customs, handling, supply on-site, are with the load and the expenses, risks of the Customer.

The customer is held to carry out the legal reception of products by which he recognizes conformity with the contract. The reception is validated with the absence of apparent defects. The customer decides as a consequence of specifications techniques which fix the specifications called to define, under all their aspects, parts to be realized, as well as the kind of methods of inspections, controls and tests for their reception. In all instances, the nature and the extent of controls and tests necessary, standards and classes of severity concerned, as well as tolerances of any nature, must be specified in draws and specifications obligatorily joined by the customer to his invitation to tender and confirmed in the contract agreed upon between Joseph Martin and the customer.

ARTICLE IV: PRICE

The prices are established in Euros, without tax and "ex works", except specific conditions enclosed in the order. They are invoices in the conditions of the contract. The price corresponds exclusively to products and services specified to the offer. The prices will be revised following fluctuations of indices raw material to the date of manufacture of parts.

Samples to be subjected for approval and produced out of series, are invoices separately.

ARTICLE V: PAYMENT

Payments take place, except particular agreement written, at the 45^{ème} days at the end of the month after the delivery date. Goods are always paid to Joseph Martin. Delay of payment agreed upon by contract cannot be deleted unilaterally by the customer of any pretext, including in the event of litigation. The advance payment is carried out without discount except particular agreement.

Except derogation accepted by Joseph Martin, the non-payment of the products at the fixed limit will involve the immediate current liability of all sums remaining due, whatever the mode of payment envisaged and the current liability as penalty of an allowance equalizes to 15% of the which had sums, in addition to the legal interests and the possible legal expenses.

In accordance with the L441-6 article of the commercial law, late penalties are applied if the sums due are versed after the date of payment being reproduced on the invoice and when the payment intervenes beyond the time allowed. Any delay of payment will give place to the application of a post maturity interest equal to the rate of the most recent refinancing of the European Central bank raised of seven points.

In the event of degradation of the situation of the customer noted by a financial institution or attested by a delay of significant payment, the delivery will have place only before immediate payment. In the event of delay of payment, Joseph Martin profits from a right of retention related products manufactured and supplies.

In accordance with the article L442-6 I 8° of the commercial law, customer prohibit illicit practical flow or to invoice to Joseph Martin any sum which would not have been recognized expressly by this last under its responsibility. Any flow will constitute unpaid and will give place to the application of the provision of delay of payment of this paragraph.

ARTICLE VI: RESERVE OF PROPERTY

The goods of the order remain the property of the salesman until complete payment. Risks will be supported by the customer after the shipment.

ARTICLE VII: TOOLS

The spending engaged by Joseph Martin for the study, the creation of tools and the focusing of manufacture can be the subject of a financial participation of the customer, who is invoiced to him in a distinct invoice. Tools conceived by Joseph Martin and adapted to his methods and equipment, remain property and remain in company. The participation of the customer to the spending of tools doesn't give him the right of use these tools. It doesn't carry any transfer of property material or intellectual.

ARTICLE VIII: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The supplier and costumer begin reciprocally with a general obligation of confidentiality relating to any oral or written information, whatever the support, exchanged within the framework of the preparation and the execution of the contract except information which are generally known of the public. Consequently, the supplier and costumer doesn't to reveal or communicate, in some way that it is, directly or indirectly, whole or part of confidential information, with anyone, without the written and preliminary authorization of the other part.

They are also committed to not using whole or part of confidential information for activity other than the execution of the contract. The customer commits himself to take all the necessary measures in order to ensure the respect of this obligation of confidentiality, throughout all contracts and even after his expiry.

The customer guarantees at the time of the contract signature the contents of the plans and the specifications and their conditions of implementations do not use the intellectual property laws or know-how held by a third. He guarantees to have it freely without contravening a contractual or legal obligation.

ARTICLE IV: RESPONSIBILITY

The responsibility for Joseph Martin is strictly limited to the respect for the specifications of the customer stipulated in specifications. In the event of error of dimension or raw material defect, the responsibility for Joseph Martin is limited to change goods, without any kind of allowance.

The responsibility of Joseph Martin is excluded for defects coming from the raw material supplied by the customer and for defects coming from a draw supplied by the customer and from technical limitations.

ARTICLE X: JURISDICTION AND APPLICABLE DUTY

The supplier and costumer need to try to resolve their disagreements by amicable agreement before seizing the Court of competent jurisdiction. If there isn't an agreement, it is of convention express which any litigation relating to the contract will be exclusive competence of the court where the head office of Joseph Martin is located. Only the French law governs the contract.