

TERMS AND CONDITIONS

These terms and conditions are for our offers and estimates. The placing of an order implies that the customer accepts them without reservation, any pre-existing qualifications or requirements notwithstanding.

The terms and conditions below apply to any transactions made by AUDEBERT, unless a specific, written agreement exists stipulating where AUDEBERT has made exceptions.

1- Prices and general conditions

Prices and conditions for our merchandise are ex-site of good storage. They are not a guarantee of duration or weight, and the customer is invoiced for the price in effect for the merchandise, including transactions in progress, on the date of shipment. The prices agreed upon are based on currency exchange rates, customs duties, fees, and taxes in effect at the times of sale.

Any modification of any of these factors that takes place before delivery shall mean that the sale price shall be adjusted to take this modification into account. All orders are subject to our approval. Any commitment undertaken by our agents or representatives is not valid until written confirmation on our part has been given. All orders are final and may not be cancelled by the purchaser, either in whole or in part.

2- Payment

Unless otherwise indicated, the payment of invoices is to be made by check upon receipt. The first order of merchandise by a customer shall be sent upon reimbursement or advance payment because of the time necessary to open an account. Amounts for all merchandise are payable to SOCIETE AUDEBERT registered offices. Payments made or accepted do not imply any renewal of or exceptions to this jurisdiction clause.

Failure to pay any invoice by its due date shall incur:

- immediate payment of all amounts owed, including those not yet due,
- a penalty equal to the rate of interest applied by the European Central Bank to its most recent refinancing operation plus 7 percentage points, pursuant to Article L.441-3 of the French Commercial Code, with no need for a formal notice to be given;
- in the event of a contentious action, a surcharge equal to 10% of the amounts due, in addition to any interest or legal fees, for damages and penalty clauses.

In the event of non-payment within a period of 10 from the due date, SOCIETE AUDEBERT shall be within its rights to terminate the agreement, without prejudice to damages for non-execution.

Any legal or contractual compensation by AUDEBERT may have effect with regard to third parties for the difference between the amounts owed to customers and suppliers and those owed by customers and suppliers.

1- Delivery times

Delivery times are given for informational purposes only and do not constitute any promise on our part. Damages may not be incurred for late deliveries, nor may the order be cancelled, merchandise refused, or the price reduced. The seller is exempt from responsibility for events that occur independently of its control that delay or halt the production transportation, or delivery of merchandise.

2- Transportation

Delivery costs are given for informational purposes only. Transportation and packaging costs are the responsibility of the purchaser, and our merchandise is sent at the purchaser's risk, even though prices including transportation costs have been established. Any claim for non-delivery of merchandise must be made within 15 days of the date of the invoice or notice.

3- Responsibility and claims

The responsibility of the company is limited strictly to the repair and replacement of merchandise acknowledged to be defective, provided that it has not been subjected to any modification, to the exclusion of any other indemnity. In the event that the merchandise cannot be repaired or replaced, the price paid for the irregular merchandise shall be repaid. Pieces made on the instruction or to the specification of the customer can be neither returned nor exchanged.

Studies and recommendations are made free of charge and are for informational purposes only. They do not incur the responsibility of AUDEBERT and do not constitute an element of execution. It is the responsibility of the purchaser to verify them and ascertain that they take good engineering practices and specific conditions of use into account.

In order to be valid, any claim for lack of conformity or apparent defect must be received by AUDEBERT within 15 days of delivery. AUDEBERT does not accept any return of merchandise without prior authorization on its part.

1- Equipment and samples

A/ Production

The production of equipment includes both the fees incurred for its research and development and the cost of its construction.

There is no fee for research and development if an order is subsequently placed for the product, and only the price for the construction of the equipment shall be invoiced. If no order is placed, the customer is invoiced for research fees and construction costs.

Once the price of researching and/or constructing the equipment has been paid, the models remain the property of the customers and stay in our studios, to be used only for the filling of their orders, unless they stipulate otherwise in writing.

B/ Patent rights

It is the responsibility of the customer to research all patent rights that are likely to cover in whole or in part the implementation of the process, the production and use of the products, and the purposes for producing the equipment and to ensure that no conflicts exist.

The customer shall be responsible for any fees incurred for research that AUDEBERT has to do at the French National Patent Office (INPI) because the customer failed to do so.

The customer undertakes to reimburse AUDEBERT in the event that a third party should bring action against it for infringement of patent because of the production or use of equipment or the sale of licensed products.

The customer shall reimburse AUDEBERT for all amounts, costs, and interest and fees (expert fees) that may be incurred for legal fees and expenses, any possible expert fees and costs to guarantee its defense, and any legal penalties or contractual indemnities resulting from the disputing of patent rights for the equipment by a third party.

C/ Equipment claims

The customer is forbidden to claim possession of the equipment for a period of 5 years following its completion, or before the value of the pieces produced, as calculated at their price excluding taxes at the time the equipment was completed, i.e., an amount equal to at least 100 times the price invoiced for the equipment.

When the customer requests the handing over of the equipment under the conditions stated above, it shall owe AUDEBERT a fixed indemnification equal to one third of the invoiced value of the equipment as an indemnity for the costs incurred for their research and development. In the event that the production of equipment is not followed by an order for the pieces originally intended within six months following the presentation of the

samples, payment of the abovementioned fixed indemnification shall fall immediately due.

Maintenance

AUDEBERT shall keep equipment in good operating condition. In the event of wear and tear on equipment, the customer undertakes to pay the restoration costs or an additional charge for the price of the pieces.

Retention period

At the end of a three-year period after the most recent order of pieces, AUDEBERT reserves the right to request, by registered letter with acknowledgement of receipt, that the customer remove the corresponding piece of equipment from our workshop. At the end of a two-month period from the reception of the registered letter, AUDEBERT shall be released from all obligations related to the piece of equipment.

Moreover, unless specific instructions are given within the two-month period, AUDEBERT may destroy the piece of equipment without notice justification, and no reimbursement will be owed to the customer for the destruction. In the event that the piece of equipment was provided by the client, the price of the pieces will not be determined definitively until testing has been done.

The price of equipment does not include the gauges necessary to verify the pieces. Gauges are provided by the customer or produced by us at the customer's expense.

B/ - PIECES

A tolerance of plus or minus 10% of the number of pieces ordered is reserved by AUDEBERT and consented to by the client.

2- Jurisdiction

In the event of a dispute, sole jurisdiction is granted to the courts of Meaux. This jurisdiction shall remain valid in the event of multiple defendants or the introduction of third parties.

3- Reservation of title

Merchandise delivered or already used remains the property of AUDEBERT until the complete payment of the purchase price. However, the purchaser shall have care of the merchandise upon delivery and bear any risks in the event of loss, damages, or any other cause.

In the event that an invoice is not paid, the seller may repossess the merchandise or demand payment without revoking reservation of title, in accordance with the provisions of Law 80.335 of May 12, 1980.

4- Amendment of terms and conditions

AUDEBERT reserves the right to amend these terms and conditions at any time. Should this occur, the amended conditions shall apply to all orders placed after the date of the amendment, as well as to any orders additional or related to previous transactions.

In the event that any term or condition of the agreement becomes null and void, all other terms and conditions shall remain valid.