

## **ROUSSELET Centrifugation SA**

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### **GENERAL SALES CONDITIONS FOR THE SUPPLY OF CENTRIFUGES & ACCESSORIES**

#### **PREAMBLE**

These General Conditions shall apply when the parties agree in writing or otherwise thereto. These general sales conditions shall always prevail over the possible general purchase conditions transmitted to ROUSSELET CENTRIFUGATION by the Buyer.

When the General Conditions apply to a specific contract, modifications of or deviations from them must be agreed in writing beforehand.

The object(s) to be supplied under these conditions is (are) hereinafter referred to as the Product.

Supply of equipment includes exactly and only the equipment specified in the quotation and acknowledgement of order. Issuance of purchase orders and acknowledgement of orders imply that both parties have knowledge of and accept the present conditions. The sales contract shall not be effective until the Supplier has expressly acknowledged and accepted the purchase order.

#### **PRODUCT INFORMATION**

- 1 All information and data contained in product brochures and price lists are binding only to the extent that they are by reference expressly included in the contract. The Supplier reserves the right to change the shape, layout, size or material of all devices, machines and machine parts that are featured on Supplier's marketing material.

#### **DRAWINGS AND DESCRIPTIONS**

- 2 All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the contract shall remain the property of the submitting party. These intellectual property rights give the Supplier a monopoly over the exploitation of said drawings or technical documents.  
Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than erection, commissioning, operation or maintenance of the Product. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.  
Project studies, drawings and documents of all nature provided by the Supplier remain its sole property. They must be returned to him upon demand. They are provided free of charge if they are followed by the purchase order that they relate to. If this is not the case, the Supplier shall be reimbursed for expenses incurred to carry out these studies.
- 3 The Buyer commits to cause no prejudice to the Supplier by manufacturing or having manufactured by a third party similar or equal equipment to that or part of that which is delivered by the Supplier. Failure to comply with this clause exposes the Buyer to a fine of 25 (twenty-five) per cent of the total amount collected under this activity and paid by the final user upon written notice, or 25 (twenty-five) per cent of the present Supplier's selling price for that same equipment.  
In case copies or falsifications were discovered, the Buyer is financially liable upon written notice and the amounts described above become immediately due.
- 4 At the start of the period referred to in Clause 29 the Supplier shall, if so requested by the Buyer, free of charge provide information and drawings which are necessary to permit the Buyer to erect, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Supplier shall not be obliged to provide manufacturing drawings for the Product or spare parts.

#### **ACCEPTANCE TESTS**

- 5 Acceptance tests provided for in the contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. If the contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.
- 6 The Supplier shall notify the Buyer of the acceptance tests in sufficient time to permit the Buyer to be represented at the tests. If the Buyer is not represented, the test report shall be sent to the Buyer and shall be accepted as accurate.
- 7 If the acceptance tests show the Product not to be in accordance with the contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the contract. New tests shall then be carried out at the Buyer's request, unless the deficiency was insignificant.
- 8 The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Buyer shall however bear all travelling and living expenses for his representatives in connection with such tests.  
Our estimates are made for material taken from our works and therefore, even in the special event of material being supplied free of charge, the expense involved in sending one of our experts for installing, commissioning, adjusting and making various point settings, are always chargeable to our clients.  
These expenses are invoiced to the best conditions.

#### **DELIVERY, PASSING OF RISK**

- 9 Any agreed trade term shall be construed in accordance with the INCOTERMS 2010. If no trade term is specifically agreed the delivery shall be Ex works, unpacked.  
If, in the case of delivery Ex works, the Supplier, at the request of the Buyer, undertakes to send the Product to its destination, the Partial shipments shall be permitted unless otherwise agreed.

#### **PACKING**

- 10 Cost of packaging and packing must be paid for by the Buyer in all cases and will not be recovered by the Supplier unless otherwise stipulated; in the absence of any special guidelines on the subject, packaging is prepared by the vendor acting in the customer's best interests.

#### **TIME FOR DELIVERY, DELAY**

- 11 If the parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run on the date when the Supplier receives the Buyer's order or the date of formation of the contract, or the date of reception of down payment whichever is the latest.
- 12 If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Buyer thereof in writing, stating the reason, and, if possible, the time when delivery can be expected.
- 13 If delay in delivery is caused by any of the circumstances mentioned in Clause 47 or by an act or omission on the part of the Buyer, including suspension under Clauses 23 or 50, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
- 14 If the Buyer anticipates that he will be unable to accept delivery of the Product at the delivery time, he shall forthwith notify the Supplier thereof stating the reason, and, if possible, the time when he will be able to accept delivery.  
If the Buyer fails to accept delivery at the delivery time he shall nevertheless pay any part of the purchase price which becomes due on delivery as if delivery had taken place. The Supplier shall arrange for storage of the Product at the risk and expense of the Buyer. The Supplier shall also, if the Buyer so requires, insure the Product at the Buyer's expense.
- 15 Unless the Buyer's failure to accept delivery is due to any such circumstance as mentioned in Clause 47, the Supplier may by notice in writing require the Buyer to accept delivery within a final reasonable period.  
If, for any reason for which the Supplier is not responsible, the Buyer fails to accept delivery within such period, the Supplier may by notice in writing terminate the contract in whole or in part. The Supplier shall then be entitled to compensation for the loss he has suffered by reason of the Buyer's default. The compensation shall not exceed that part of the purchase price, which is attributable to that part of the Product in respect of which the contract is terminated.
- 16 If special provisions make for late delivery penalties, such penalties cannot exceed 5 (five) per cent of the value of the equipment which is delayed. They shall be applicable only if the delay is caused by the Supplier and if it has caused genuine prejudice to the Buyer. The late delivery penalties shall only be applied if the Buyer has given written notice to the Supplier at the time the order was made, and confirmed his intent to apply them at the time the delivery was initially scheduled.  
The Supplier shall be discharged from all undertakings and obligations related to delivery dates if the payment conditions agreed between the partners have not been met by the Buyer, or in case of force majeure as defined by article 1218 of the French Civil Code, or events such as: lock-out, strike, war, fire, embargo, flood, power cuts, plant accident, tooling accident, rejection of important parts during manufacture, interruption or delay in transportation or procurement of raw material or parts, or any other event leading to short time working at the Supplier's or one of his suppliers, subcontractors or shipping agents.

#### **PAYMENT TERMS**

- 17 Our price and estimate are supplied on a purely indicative basis. We are committed only when we have given our formal and written acceptance of the order, notwithstanding any previous receipt of funds.  
Unless otherwise agreed, the following payment terms apply: down payment equal to one third of the purchase price to be made with the order/signing of the contract; payment of one third to be made during implementation and no later than when the Product is made available to the Buyer; final payment of one third to be made on delivery of the Product including times when the Buyer fails to take delivery of the Product which is available for collection.
- 18 Regardless of the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been fully and irrevocably credited.
- 19 Neither cancellation of the order nor suspension of payments or bankruptcy shall deem returnable any down payment or other payment made, which are considered to be advances on interest and damages.
- 20 Unless otherwise agreed, any service, repair or maintenance work, as well as provision of additional parts, supplies or supplies delivered during assembly, are invoiced on a monthly basis and are payable in cash, net and without discount.
- 21 The invoice stipulates the date the payment must occur; payments are made at the Supplier's registered address.
- 22 In accordance with the applicable law, any delay of payment shall lead to the payment by the Buyer of a penalty calculated on the remaining amount due, with application of an interest rate (the latest rate of ECB / European Central Bank plus 10 percentage points) from the day on which the payment was due. These late penalties are due without the need of a reminder or any registered mail, and without prejudice to the payment of the debt.  
In addition, the Supplier is entitled to obtain from the Buyer a fixed sum of EUR 40 (forty) per delayed invoice for the recovery costs incurred through the Buyer's late payment.  
The payment dates agreed between the parties cannot be delayed under any circumstance, including in case of dispute.  
Any legal action for debt recovery will, by right, automatically lead to the increase of these late penalties by 15 (fifteen) per cent, without prejudice to possible damages and interests for other heads of damages.
- 23 In case of late payment the Supplier may, after having notified the Buyer in writing, suspend his performance of the contract until he receives payment, in accordance with the provisions of articles 1219 and 1220 of the French Civil Code.

- 24 If the Buyer has not paid the amount due within three months the Supplier shall be entitled to terminate the contract by notice in writing to the Buyer and to claim compensation for the loss he has incurred. The compensation shall not exceed the agreed purchase price.
- 25 In the event of the sale, assignment, pledging or contribution to a company of its business, or a significant proportion of its assets or equipment by the Buyer, as well as in case one of the payments or acceptance of a bill of exchange do not occur on the agreed date, the amount due becomes payable immediately regardless of the conditions previously agreed on between the parties.

#### **RESERVATION OF TITLE**

- 26 The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of property is valid under the applicable law. Default of payment on any due date may entail the repossession of these products.  
From the delivery, the Buyer assumes the risk of loss or deterioration of the equipment as well as the responsibility for the damage that they could cause.  
During the reservation of title period, the Buyer is solely responsible for products and equipments delivered and shall take out any necessary insurance to cover for damages or liability risks that may be caused to or by the equipment. The Buyer commits to inform his interlocutors of these provisions should the need arise, and ensure that the equipment is not seized.  
The Buyer shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product in the country concerned.  
The retention of title shall not affect the passing of risk under Clause 10.

#### **LIABILITY FOR DEFECTS/GUARANTEE**

- 27 Pursuant to the provisions of clauses 29-45 inclusive, the Supplier shall remedy any defect resulting from faulty design, materials or workmanship.
- 28 The Supplier's liability is limited to defects which appear within a period of one year from delivery or 2920 working hours whichever is the earlier. If the daily use of the Product exceeds that which is agreed, this period shall be reduced proportionately.
- 29 When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause 29 shall be extended only by a period equal to the period during which the Product has been out of operation as a result of the defect.
- 30 The Buyer shall without undue delay notify the Supplier of any defect which appears. Such notice shall, under no circumstances, be given later than two weeks after the expiry of the period given in Clause 29.  
Where the defect is such that it may cause damage, the notice shall be given immediately.  
The notice shall contain a description of the defect.  
If the Buyer does not notify the Supplier of a defect within the time-limits set forth in this Clause, he shall lose his right to have the defect remedied.
- 31 Upon receipt of the notice in writing under Clause 30 the Supplier shall remedy the defect without undue delay and at his own cost as stipulated in Clauses 28-45 inclusive.  
Repair shall be carried out at the place where the Product is located unless the Supplier deems it appropriate that the defective part or the Product is returned to him for repair or replacement.  
The Supplier is obliged to carry out dismantling and re-installation of the part if this requires special knowledge. If such special knowledge is not required, the Supplier has fulfilled his obligations in respect of the defect when he delivers to the Buyer a duly repaired or replaced part.
- 32 If the Buyer has given such notice as mentioned in Clause 31, and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he has incurred as a result of the notice.
- 33 The Buyer shall at his own expense arrange for any dismantling and reassembly of equipment other than the Product, to the extent that this is necessary to remedy the defect.
- 34 Unless otherwise agreed, necessary transport of the Product and/or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Buyer shall follow the Supplier's instructions regarding such transport.
- 35 Unless otherwise agreed, the Buyer shall bear any additional costs which the Supplier incurs for repair, dismantling, installation and transport as a result of the Product being located in a place other than the destination stated in the contract or- if no destination is stated- the place of delivery.
- 36 Defective parts which have been replaced shall be made available to the Supplier and shall be his property.
- 37 If within a reasonable time, the Supplier does not fulfil his obligations under Clause 32, The Buyer may, by written notice, fix a final time for completion of the Supplier's obligations.  
If the Supplier fails to fulfil his obligations within such final time, the Buyer may himself undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier, in accordance with provisions of article 1222 of the French Civil Code.  
Where successful remedial works have been undertaken by the Buyer or a third party, reimbursement by the Supplier of reasonable costs incurred by the Buyer shall be in full settlement of the Supplier's liabilities for the said defect.
- 38 Where the defect has not been successfully remedied, the Buyer is entitled to a reduction of the purchase price in proportion to the reduced value of the Product, provided that under no circumstance shall such reduction exceed 15 per cent of the purchase price.
- 39 The Supplier is not liable for defects arising out of materials provided by, or a design stipulated or specified by the Buyer.

- 40 The Supplier is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Product.  
The guarantee for the materials is only applicable if used under the normal conditions for which it has been intended and is correctly handled, for centrifuges, particular attention must be paid to: unevenly distributed loads, or masses adversely affecting balance, also, the number of start-up per hour, which must not exceed certain norms (details of these to be obtained from us).  
For material not constructed by us, (motor, bearing, electrical equipment etc...) our guarantee is limited strictly to that of the Manufacturers, and this only after verification of the material by the respective manufacturers.
- 41 The Supplier's liability does not cover defects which are caused by faulty maintenance, incorrect erection or faulty repair by the Buyer, or by alterations carried out without the Supplier's consent in writing. Finally the Supplier's liability does not cover normal wear and tear or deterioration.  
Except when article 1170 of the French Civil Code applies, the Supplier's liability shall never exceed 50% of the total pre-tax amount of the contract.
- 42 Notwithstanding the provisions of Clauses 28-42 the Supplier shall not be liable for defects in any part of the Product for more than two years from the beginning of the period given in Clause 29.
- 43 Save as stipulated in Clauses 28-43, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. The Buyer cannot claim any kind of compensation for machine downtime.
- 44 If guarantees in terms of industrial or economical results are given, the consequences of such commitment are described in a special agreement between the parties. Should the results not be met, and in the absence of specification of the penalties, the latter shall not exceed 5 (five) per cent of the total value, less value added tax, of the supplies of goods in question.

#### **DIVISION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT**

- 45 The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Buyer. Nor shall the Supplier be liable for any damage to products manufactured by the Buyer, or to products of which the Buyer's products form a part.  
If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Buyer shall indemnify, defend and hold the Supplier harmless.  
If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing.  
The Supplier and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product.

#### **FORCE MAJEURE AND FRUSTRATION OF CONTRACT**

- 46 Either party shall be entitled to suspend performance of their obligations under the contract to the extent that such performance is impeded in conditions described by provisions of article 1218 of the French Civil Code, such as: industrial disputes and any other circumstances beyond the control of the parties such as fire, war (whether declared or not) extensive military mobilization, insurrection, strikes, power cuts, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this Clause.

A circumstance referred to in this Clause, which has occurred prior to the formation of the contract shall give a right to suspension only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.

If a circumstance referred to in this Clause, which has occurred after the formation of the contract, but could not be foreseen prior to the formation of the contract, occurs, the parties shall renegotiate the terms of their agreement in good faith. While they are renegotiating, the performance of the contract is suspended.

In case of frustration of the contract (such as, for instance but not limited to, variation of the price of raw materials depriving the operation of profitability for the Supplier), the contracting parties shall renegotiate the terms of their agreement in good faith. If they fail to renegotiate or if one party refuses to renegotiate, any of the contracting parties may refer the matter to a judge for the purpose of adapting the contract to the new circumstances and determining the new financial conditions for the performance of the contract. The setting of new financial conditions by the judge does not preclude a claim for damages.

- 47 The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.  
If Force Majeure prevents the Buyer from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.
- 48 Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause 47 for more than six months.

#### **ANTICIPATED NON-PERFORMANCE**

- 49 Notwithstanding other provisions in these conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the contract, where it is clear from the circumstances that the other party will not be able to perform his obligations. A party suspending his performance of the contract shall forthwith notify the other party thereof in writing.

#### **CONSEQUENTIAL LOSSES**

- 50 Save as elsewhere stated in these conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever.

#### **PERSONAL DATA PROTECTION**

51 Personal data collected from clients are subject of a data processing carried out by the Supplier. They are recorded in a customer file and are essential to the processing of orders. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept for as long as necessary for the execution of orders and any applicable guarantees.

The person responsible for data processing is ROUSSELET CENTRIFUGATION. Access to the personal data will be strictly limited to the employees of the controller, authorized to treat them because of their functions. The information collected may be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the client's authorization being necessary. As part of the performance of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation on the protection of personal data.

Apart from the cases stated above, the company ROUSSELET CENTRIFUGATION is prohibited from selling, renting, assigning or giving access to third parties to the data without prior consent of the client, unless obliged to do so because of a legitimate reason. If the data is to be transferred outside the EU, the client will be informed and the guarantees taken in order to secure the data (for example, the external provider's acceptance of the "Privacy Shield", adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining a CNIL certification, etc.) will be specified.

In accordance with the applicable regulations, the client has a right of access, rectification, erasure, and portability of their data, as well as the right to oppose the treatment for legitimate motive, rights that he may exercise by contacting the controller at the following postal address or email: 45 avenue Rhin and Danube - CS60129 - 07104 ANNONAY FRANCE; rousselet.sa@rousselet.com.

In case of complaint, the Buyer may address a complaint to the Data Protection Officer of the Supplier of the National Commission for Data Processing and Freedoms.

#### **DISPUTE AND APPLICABLE LAW**

52 All disputes arising out of or in connection with the contract will be submitted to the exclusive jurisdiction of the Commercial court (Tribunal de commerce) of AUBENAS, FRANCE.

53 The contract shall be governed and be construed in accordance with the laws of France, except for the law of the United Nations Convention on Contracts for the International Sales of Goods.