

GENERAL TERMS OF SALE

1. SCOPE

These general terms of sale apply to all SCDC product sales and ancillary equipment loan operations. Any other documents have no contractual value and are provided for illustrative purposes only. Any order implies unreserved Customer acceptance of, and full adherence to these general terms of sale, which shall have precedence over any other document issued by the Customer and over all general terms of purchase in particular, except for specific terms agreed in writing between SCDC and the Customer. SCDC reserves the right to make exceptions to certain clauses hereof by providing special terms of sale based on negotiations conducted with the customer. SCDC may moreover establish categorical general terms of sale stipulating exceptions to the provisions of these general terms of sale depending on the characteristics of the customer, considered on the basis of consistently objective criteria. Customers meeting these criteria will then be subject to these categorical general terms of sale.

2. ORDERS

Orders shall be final only upon express written approval by SCDC. Each order is personally associated with the corresponding Customer and is non-transferable except upon express approval by SCDC. Orders submitted to SCDC are irrevocably binding upon the Customer except as otherwise agreed in writing by SCDC. Requests to modify orders shall be taken into consideration only if received by SCDC in writing before product manufacturing begins. In the event that SCDC has been provided with erroneous, inaccurate, or incomplete information by the Customer concerning its requirements, the type of product desired, or the quantity or item number of the product desired, orders may not be cancelled, modified or revised except upon express approval by SCDC.

3. DELIVERIES

3.1. Terms: Delivery shall be made either by direct handover to the Customer, or by handover to a freight forwarder or shipper on SCDC premises. If transportation is to be managed by the Customer, goods must be picked up no more than 3 weeks after they are made available by SCDC. Failing this, the goods will be invoiced and sent to the Customer, who shall bear all shipping costs.

3.2. Delivery times: Delivery times are given for informational and indicative purposes only, and depend in particular on the shipping companies' availability and service capacities. SCDC is authorized to make partial or full deliveries. Delivery delays shall not entitle the customer to claim any compensation, deduction, price reduction, or cancel the order. SCDC cannot be held responsible for delivery delays or non-delivery due to force majeure or circumstances beyond its control, including but not limited to strikes, riots, frost, fires, storms, floods, epidemics, supply difficulties, etc.

3.3 Risks and reservations: Product loss and deterioration risks are transferred immediately. Goods are delivered at the Customer's risk; the Customer is responsible for verifying that the goods are in proper condition upon receipt and for placing any necessary reservations with the carrier. Any product not subject to reservations reported by registered mail with delivery confirmation within three (3) days of its receipt from the carrier in accordance with article L. 133-3 of the Commercial Code, with copies sent simultaneously to SCDC, will be deemed accepted by the customer as-is.

3.4. Returns: A credit note will be issued to the Customer for any return accepted by SCDC. When a visible defect has been observed and SCDC has duly verified the non-conformity the Customer may obtain a product replacement or a credit note, but shall not be entitled to claim any compensation or cancel the order.

4. PRICING

4.1 Pricing: Prices are determined according to the rate in effect on the order date. They are given in Euros. They are always given exclusive of tax and customs duties ex- SCDC premises, unless otherwise stipulated at the time of ordering.

4.2. Price reductions: If applicable, Customers may be granted discounts and rebates as provided in SCDC's price schedule, depending on the quantities purchased or delivered at one time and to one location, or on order frequency.

5. PAYMENT

Except in case of express agreement to the contrary at the time of ordering, invoices issued are payable in cash. Pricing of orders is payable as follows:

- First order: 100% upon order submission;
- Later orders: price payable within 30 days net date of invoice.

No discounts are offered for early payment.

The Customer will be charged late payment interest at a rate of 1.5% per month on any sums unpaid as of the due date. These penalties shall be due automatically and will be automatically debited from the customer's account. Furthermore, in case of late payment, the Customer will be automatically charged a lump sum penalty in the amount of €40 to compensate collection costs, with no advance notice.

6. RETENTION OF OWNERSHIP

The transfer of ownership of products and goods is reserved until Customer payment of the price in full, including principal, interest and accessories, even if payment terms have been granted. Any clause to the contrary, in particular if included among general terms of purchase, shall be deemed null and void. This clause shall not be construed as preventing the transfer of risk for the goods to the buyer once they have been delivered. The mere delivery of an instrument creating an obligation to pay, whether bill of exchange, check, or otherwise, shall not constitute payment within the meaning of this clause. The Customer may not resell, pledge, or grant any security interest on its unpaid products. The Customer is required to notify SCDC immediately in case of asset forfeiture, insolvency procedure, court-ordered reorganization or liquidation, or other third-party intervention in order to permit it to assert its rights.

7. EQUIPMENT LOAN

Any equipment loaned to the Customer remains entirely the property of SCDC. However, the parties expressly agree that the Customer will be the sole custodian of the same, from its entry into the Customer's possession to its return. As such, the Customer shall be fully liable for any damage, whether to the item loaned, to him/herself, or to any external party. The asset or equipment loaned shall be returned to SCDC immediately upon request at any time. The Customer will be charged for damages suffered by SCDC in case of any delay in return.

8. CLAIMS

In case of visible defect or non-conformity, complaints concerning the products delivered must be filed by registered mail with delivery confirmation within eight (8) days of delivery. Defects or deficiencies existing on delivery but becoming apparent only after the Customer's receipt of the goods must be reported to SCDC by registered mail delivery confirmation within eight (8) days of their discovery. By accepting these general terms of sale, the Customer expressly agrees that after this time frame has expired the customer may make no claim concerning any non-conformity in the products, or assert such non-conformity as a counterclaim in debt collection proceedings instituted by SCDC.

9. GUARANTEE

SCDC guarantees that the products and goods sold are compliant with the legal requirements in force in France on the date of their delivery and are free of hidden defects or deficiencies. This guarantee covers non-conformity of products to the order, and any hidden defect rendering the merchandise unfit for its intended use. For business-to-business sales, a "hidden defect" is considered to mean any defect that cannot be detected upon delivery by a normally diligent and competent professional. Design flaws are not considered hidden defects. SCDC guarantees its products and goods under the following conditions:

- the guarantee applies only to products that have become the buyer's property in a legitimate manner;
- it applies only to products manufactured entirely by SCDC;
- it shall not apply if the goods are used under improper use conditions or for improper purposes;
- it shall not apply if the goods are stored or packaged by the Customer under improper conditions;
- it shall not apply if the goods are assembled or adapted in an irregular manner inconsistent with their initially intended use.

Any report of a defect or non-conformity must be submitted to SCDC by registered mail with delivery confirmation within the time provided under Article 8 hereof, and must be presented within one year of delivery to qualify for coverage under the guarantee. After this period, no guarantee coverage shall be provided for hidden defects or non-conformities. It is incumbent upon the Customer to provide adequate evidence of the validity and nature of any alleged defect or deficiency. SCDC reserves the right to perform any verifications or inspections of alleged defects or deficiencies it may deem appropriate. When under these conditions a defect has been observed and SCDC has duly verified the non-conformity the Customer may obtain a product replacement or a credit note, but shall not be entitled to claim any compensation or damages, nor cancel the order.

10. LIABILITY

The Customer warrants that he/she is a knowledgeable professional and fully understands the functioning of any products to be purchased from or loaned by SCDC, the proper use thereof, and any necessary safety measures corresponding to such proper use. The Customer thus agrees and accepts that SCDC shall in no way be held liable for damage caused to property or persons during the Customer's use of any non-defective products or equipment that may be sold or loaned to the Customer. As such, SCDC expressly declines all liability for damage suffered due to any abnormal use of the merchandise sold, due to negligence or any breach of safety rules.

11. PENALTY CLAUSE

In case of any non-compliance with contractual obligations, the Customer shall be automatically charged a penalty equal to 15% of all unpaid sums owed, plus any interest and possible legal costs.

12. FREEDOM OF CONTRACT

SCDC expressly reserves the right to enter into any contract with any type of customer or supplier operating in its sector of activity, and neither recognizes nor guarantees any exclusivity to its Customers. SCDC shall not be bound by any non-compete obligation vis-à-vis any Customers with whom it may contract, whether intermediaries or end consumers.

13. INTELLECTUAL PROPERTY

All technical documents, products, photographs provided to the Client remain the exclusive property of SCDC, the sole holder of the intellectual property rights to these documents, and must be returned to it upon request. The Customer undertakes to make no use of these documents that is likely to infringe the supplier's industrial or intellectual property rights and undertakes to not disclose them to any third party.

14. ATTRIBUTION OF JURISDICTION

Any dispute concerning the performance of sales contracts entered between the parties or concerning payment of the price charged shall be governed by French law to the exclusion of any other law, and alternatively by the Vienna Convention on the international sale of goods, and will be brought before the Commercial Court of Châlons-en-Champagne regardless of the place of order or delivery, of payment, and regardless of the method of payment, even in case of third party appeals or multiple respondents.

15. CUSTOMER ACCEPTANCE

The Customer expressly approves and accepts these general terms of sale, as well as the prices and the scales applied to determine any discounts, rebates or refunds applied, declaring and acknowledging full awareness of the same, and waives any claims deriving from conflicting documents, in particular the Customer's own general terms of purchase.

SOCIETE DE CONSTRUCTION DE CHAMPAGNE