

1. Application

1.1 Purpose and Scope.

These terms and conditions of sale ("Terms") of Boët StopSon SAS (hereinafter referred to as "Seller" and/or "Boët StopSon") govern all sale of goods and equipment (hereinafter referred to as "Equipment" and/or "Works") by Boët StopSon, as a professional seller, to its customers, as professional buyers (hereinafter referred to as "Buyer"). The Terms also govern any services or subcontracts performed at the request of Seller's customers, where the Seller acts as a service provider or subcontractor and provides services associated with goods or equipment manufactured by Seller.

1.2 Conditions of Application

The placement of an order implies and irrevocably expresses the Buyer's acceptance of the Seller's commercial offer and of these Terms. Any amendment to or deviation therefrom is subject to Seller's prior written agreement reflected in a document entitled "Special Conditions" issued by the Seller. Any amendments to or derogations from these Terms are only valid with respect to a specific order, without the Buyer being able to rely upon such amendments or derogations with respect to other orders. These Terms prevail over all other terms and conditions of purchase of the Buyer. If any provision of these Terms is invalidated by a court, arbitral or administrative decision, the validity of the remaining provisions shall not be affected. The fact that the Seller does not exercise or require the exercise of a right provided for in these Terms shall not be interpreted as a modification of these Terms or as a waiver, even tacit, of the possibility of exercising this right in the future or of requiring its implementation.

2. Order and agreement of the Parties

2.1 Acceptance and modifications of the order

The agreement of the Parties is only formed subject to express and prior acceptance of the order by the Seller. Any modification of the order requested by the Buyer is subject to the express and prior acceptance of the Seller.

2.2 Cancellation of the order

The order expresses the Buyer's irrevocable consent. The Buyer cannot cancel an order, except with the express, prior written consent of the Seller. The Buyer will indemnify the Seller for all direct and indirect consequences resulting from the cancellation, including without limitation any costs incurred by Seller in terms of specific equipment, design costs, labour, supply expenses, tools. In any event, Seller shall be entitled to retain any payments already made.

3. Content of the agreement between the Parties. Translations.

The documents listed below form an integral part of the agreement between the Seller and the Buyer, in descending order of applicability: (i) the order formally accepting the Seller's technical and commercial proposal; (ii) the quote, which includes the technical and commercial proposal; (iii) these Terms; and (iv) the special conditions agreed by both Parties and described in the order confirmation issued by the Seller (hereinafter "Special Conditions"). The documents listed below do not form part of the Agreement: (a) catalogues, (b) advertisements, and (c) any other documents not expressly mentioned in the Special Conditions or the Terms. Subject to the foregoing, the French language version of these Terms is the only binding agreement between the Parties. Any translation of these Terms into any language other than French is non-binding and provided to Buyer for information only. In case of any inconsistencies between the terms of the French version and the terms of a translation, the French version of these Terms shall control in all respects.

4. Purpose and scope of the agreement

4.1 Purpose

The Equipment and/or Works are specified in the quote which includes the Seller's technical and commercial offer. The quote was drawn up based upon the data and specifications provided by the Buyer for the quote. Any error, omission, inaccuracy or subsequent modification of these data and specifications, insofar as it may affect the conditions of the initial quote, shall entitle the Seller to readjust the conditions, in particular in terms of price and deadlines. The Buyer undertakes to notify the Seller, as soon as it occurs, of any fact likely to have an impact on the lead times and costs.

4.2 Additional requests

Any request for Additional Equipment and/or Works must be submitted in writing and approved by the Seller, and will be subject to an additional charge at the price proposed by the Seller and accepted by the Buyer, subject to the terms of these Terms.

5. Intellectual property and confidentiality

5.1 Intellectual property

Each Party retains sole ownership and disposal of its know-how and the results of its own research and development work. Notwithstanding any clause to the contrary, the Seller does not grant the Buyer any ownership right or licence to use any patents, processes, operating procedures, methods, know-how or software used by the Seller in connection with the Equipment and/or Works. Any assignment of intellectual property rights or know-how must be covered by a specific contract with the Seller. All plans, descriptions, technical documents or quotes submitted to the Buyer are communicated within the framework of a loan for use, the purpose of which is the evaluation and negotiation of the Seller's commercial offer or the performance of the agreement. Such documents shall not be used by the Buyer for any other purpose. The Seller retains all tangible rights of possession and intellectual property rights associated with the loaned documents. Such loan documents must be returned to the Seller immediately upon first request. The Buyer guarantees that the content of the plans and specifications submitted by Buyer does not use any intellectual property rights or know-how held by a third party and represents and warrants that [Buyer] can freely dispose of such rights without breaching any contractual or legal obligation. The Buyer shall hold the Seller harmless from the direct or indirect consequences of

any civil or criminal claims and liabilities and in particular any claims of infringement or unfair competition.

5.2 Confidentiality clause

The Parties agree to a general mutual obligation of confidentiality concerning any information exchanged in the context of the preparation and performance of the agreement. However, the following are not subject to an obligation of confidentiality: (i) information which is in the public domain, (ii) information which is already lawfully known to the contracting party prior to the execution of the contract, (iii) information for which the disclosure has been the subject of a prior, specific and express authorisation by the other Party. These provisions do not prevent or limit the Seller's ability to use its know-how and its own technology developed in connection with the agreement, in the absence of a specific agreement between the Parties.

6. Delivery, transport, verification and acceptance

6.1 Delivery times

Delivery or lead times run from the later of the following dates: (i) the date of acknowledgement of receipt of the order; (ii) the date of receipt of all materials, equipment, tools, drawings, performance details that need to be provided by the Buyer; or (iii) the date of completion by Buyer of any contractual or legal obligations of the Buyer that are preconditions to performance. Deadlines may be revised upon the occurrence of circumstances beyond the Seller's control, such as: occurrence of a force majeure event, actions of a third party or of the Buyer. If for reasons not attributable to the Seller, the performance of the Seller's obligations is postponed, delayed or interrupted, the Seller shall be compensated for the costs incurred and all additional costs incurred in an effort to accelerate or make up for the delay, and in any event, the Seller shall not be liable for such postponement, delay or interruption.

6.2 Delivery of Equipment

Delivery of the Equipment shall be carried out in accordance with the delivery terms indicated in the quote or in the Special Conditions and, in the absence of indication of the place of delivery, delivery shall be made at the Seller's warehouse, upon issuance of a notice of availability to Buyer. The risks are transferred to the Buyer upon delivery, without prejudice to the Seller's right to invoke the retention of title clause under the conditions set forth in Section 9.4 or to use its right of retention. If the Buyer does not take delivery on the date of availability, the Buyer shall nevertheless be bound by any payment deadlines and, without further formal notice, the Buyer shall automatically become responsible for all storage costs and for all risks [of loss and damage].

6.3 Delivery of Works

For Works performed at the Seller's warehouse, delivery is deemed to be made per the terms of Section 6.2. For Works performed on site, delivery is deemed to be made and the risks shall be transferred to the Buyer gradually as the Works is being performed. The Works will be subject to a joint acceptance procedure formalising their acceptance by the Buyer, which will be recorded in an acceptance report. In the absence of a joint acceptance report, acceptance will be deemed acquired: (i) if the Seller has fulfilled its main contractual obligations, even if there are minor reservations; or (ii) if the Buyer has taken possession of or used all or part of the Works.

6.4 Transportation, customs and insurance

Unless otherwise agreed, all transportation, insurance, customs, handling and delivery operations are at the expense of the Buyer, and the Buyer shall bear all the financial consequences of a direct claim by the carrier against the Seller. It is the Buyer's responsibility, even if the shipment was made carriage paid, to inspect the shipments upon arrival and, if necessary, to make any claims against the carriers within three days by registered letter with acknowledgement of receipt in accordance with Section L. 133-3 of the French Commercial Code and to notify the Seller within the same period.

6.5 Inspection of Equipment and/or Works

Upon delivery, the Buyer must, at its sole expense and responsibility, inspect and verify the conformity of the Equipment and/or Works with the terms of the order.

7. Warranty

Unless otherwise agreed in the Special Conditions, the Seller warrants: (i) its Equipment for a maximum period of 12 months from the date of delivery; (ii) its Works for a maximum period of 12 months from the date of acceptance, which may not occur more than 18 months from the date of completion of the Works. In the case of delivery in instalments, the warranty shall start running upon delivery of each instalment. To make a warranty claim, the Buyer must notify the Seller, in writing, without delay, and at the latest within 15 days from the occurrence of the defects that it attributes to the Equipment and shall provide any justification requested by the Seller as to the existence of these defects. The Buyer must assist the Seller in its efforts to ascertain and remedy such defects and shall furthermore refrain, except with the Seller's express consent or in case of urgent necessity, from carrying out the repair itself or having it carried out by a third party. The warranty is excluded in the situations listed in Section 10.2.

8. Unforeseen circumstances and force majeure events

8.1 Unforeseen circumstances

Notwithstanding the provisions of Section 1195 of the Civil Code, in the event of the occurrence of an event beyond the control of the Parties which jeopardizes the economic equilibrium initially agreed upon by the Parties to such an extent as to render the performance of a Party's obligations damaging to such Party, the Parties agree to negotiate in good faith the amendment of the agreement in order to restore between the economic equilibrium initially agreed upon by the Parties. This includes the following events in particular: substantial increase in the price of raw materials, changes in customs duties or taxes, changes in exchange rates, changes in legislation, etc.

8.2 Force majeure

Neither Party to this agreement shall be liable for any delay or failure to perform any of its obligations under this agreement if such delay or failure is the direct or indirect result of a force majeure event, including, without limitation: the occurrence of a natural disaster, earthquake, storm, fire, flood, conflict, war, attack, vandalism, imperative injunction from the public authorities (prohibition of imports, embargo, containment or other measures taken in the event of an epidemic or other health crisis), operating accidents, machinery breakdown, explosion, etc., total or partial strike at the Seller's premises or cases of force majeure impacting subcontractors, service providers, carriers, post offices, public services. Each Party will notify the other Party, without delay, of the occurrence of a force majeure event of which they are aware and which, in their opinion, is likely to affect the performance of their contractual obligations.

9. Payments

9.1 Price and Deposit.

Unless otherwise agreed in the quote or the Special Conditions, prices are established in Euros, "ex works" and exclusive of duties and taxes. Payments will be made in Euros. Unless otherwise agreed in the quote or the Special Conditions, all orders will give rise to the payment of a deposit at the time of the placement of the order and will give rise to down-payments intended to cover any costs advanced by the Seller. It is understood that a deposit is by definition payable in cash. The Seller reserves the right not to undertake or continue the manufacture of the Equipment and/or to start or continue the Works without having received the payment by the Buyer of the deposit by the payment deadlines stipulated in Section 9.2. In the event of a partial invoice dispute, the Buyer may not defer either the payment of the undisputed part of the invoice or the payment of other invoices due. The payment of the Seller's invoices as a subcontractor may under no circumstances be subordinated to the prior payment of the Buyer's own performance by the general contractor or its own customer.

9.2 Payment deadlines

Unless otherwise agreed in the quote or the Special Conditions, the deadline for payment of the Seller's invoices is thirty days from the date of issuance of the invoice. The contractually agreed-upon payment dates cannot be challenged unilaterally by the Buyer under any pretext whatsoever, including in the event of a dispute. Advance payments are made without any discount, unless otherwise agreed.

9.3 Late payments

Pursuant to Section L 441-10 of the French Commercial Code, any late payment automatically gives rise, from the first day following the due date shown on the invoice, to: (i) late payment penalties determined by applying the refinancing rate of the European Central Bank plus ten points and (ii) a fixed indemnity for recovery costs, in the amount of 40 Euros. When the recovery costs incurred are higher than the amount of this fixed indemnity, the Seller is also entitled to request a justified additional indemnity. In addition to this penalty and these indemnities, any non-payment of an amount due will render all amounts due immediately payable, if the Seller deems it fit. Seller's relying on any one of these provisions does not deprive the Seller from the right to invoke the retention of title clause set forth in Section 9.4.

9.4 Retention of title

The Seller retains full ownership of and title to the Equipment and/or Works covered by the agreement until actual payment of the full price and ancillary costs. The non-payment of any amount when due entitles Seller to take action to re-take possession of the Equipment/Works. Notwithstanding the foregoing, it is agreed that from the time of delivery of the Equipment and/or as the Work progresses, the Buyer assumes responsibility for any damage that the Equipment/Work may suffer (loss, deterioration, etc.) or cause. The Seller also reserves the right to re-take possession of the Equipment and/or Works from third parties to whom the Buyer has had them delivered. In the event that the Buyer sells the Equipment subject to retention of title, [the Buyer] irrevocably assigns to the Seller any claim the Buyer may have as a result of the resale, including any ancillary rights. At the Seller's request, the Buyer shall immediately provide the full contact details of the sub-purchaser.

9.5 Changes in the Buyer's financial situation.

If the Buyer's financial situation deteriorates to such an extent that the performance of its contractual obligations could be impacted, even in the absence of a late payment, delivery of the Equipment and/or continuation of the Works shall only take place subject to the payment of the balance of the [price of] the order. In the event of late payment, sale, transfer, pledge or contribution of its business or a significant part of its assets by the Buyer, the Seller reserves the right and without formal notice (i) to declare the forfeiture of the term and all unpaid amounts immediately due and payable on any grounds whatsoever, (ii) to suspend all shipments, Works or other contractual commitments, (iii) to exercise a right of retention of title on the Equipment ordered, and any associated equipment and technical documentation, and (iv) to declare on the one hand the termination of the agreement or contract in progress and, on the other hand, retain the tools and parts in the Seller's possession until the determination of the amount of damages compensating the Seller for its losses.

9.6 Offset

The Buyer shall refrain from any automatic debit or credit practice, from invoicing the Seller for any sum that has not been expressly accepted by the Seller as being its responsibility. The Buyer shall refrain from offsetting claims without the Seller's express prior consent. Any automatic debit shall be considered as a non-payment and will give rise to the application of the provisions of Section 9.3 relating to late payment.

9.7 Legal guarantee of payment in the event of a subcontract

If this agreement is part of a chain of business contracts, it is understood that the Buyer must comply with the provisions of Law No. 75-1334 of December 31, 1975, and in particular: (i) obtain from its own customer the acceptance of the Seller and the approval of its terms of payment; and (ii) comply with the obligations under such law with regard to the provision of a guarantee or delegation of payment. It is also understood that in application of the case law of the Court of Cassation, the law of

1975 is a "public policy provision" applicable even in the event of delivery or establishment of the Buyer or end customer in a country other than France.

10. Liability

10.1 Definitions of Seller's and Buyer's liability.

The Seller's responsibility is strictly limited on the one hand to compliance with the Buyer's requirements stipulated in the specifications and on the other hand with industry standards. The Buyer, acting as "principal", as a professional in its speciality, is able to precisely specify the Equipment and/or Works based on its own industrial data. It is the Buyer's responsibility to draw up specifications that correspond to its technical needs and, if necessary, to ensure that the Equipment is suitable for the intended application. The Buyer undertakes to communicate to its own customers any and all information useful for the operation of the Equipment and/or Works. The Buyer is responsible for operating the Equipment under the conditions of use provided for in the specifications and in accordance with the safety and environmental laws and regulations in force at the place of operation and in accordance with its professional standards.

10.2 Exclusions of Seller's liability

The Seller shall not be held liable: (i) for any damages caused by materials supplied or recommended by Buyer; (ii) for any damages caused by the use of technical documents, information or data issued by or imposed by Buyer; (iii) for any damages caused by a design wholly or partially provided by Buyer; (iv) for any damages caused in whole or in part by normal wear and tear of the Equipment and/or Works, deterioration or accidents attributable to the Buyer or a third party, (v) in the event of abnormal or atypical operation or operation that does not comply with the specifications, professional standards or the recommendations of the Seller, (vi) if the Buyer cannot provide proof of proper operation; or (vii) for any damages resulting from the Buyer or third parties' wrongdoing for which the Seller has not assumed responsibility.

10.3 Limitations to Seller's liability

The Seller's liability shall be limited to the direct material damage caused to the Buyer as a result of duly proven wrongdoing attributable to the Seller in the performance of the agreement. Under no circumstances shall the Seller be required to compensate [the Buyer] for any non-material or indirect or consequential damages such as operating loss, loss of profits, loss of data, loss of turnover, loss of orders, loss of customers, loss of opportunity, non-pecuniary damage, commercial damage or loss of earnings. In any event, the Seller's civil liability, for any reason whatsoever, with the exception of bodily injury, fraud or gross negligence, may not exceed the amounts and nature of the guarantees specified on the insurance certificate issued to the Buyer. The Buyer agrees that its insurers will waive any recourse against the Seller and its insurers beyond the limits and under the exclusions set forth above and will hold the Seller harmless from any direct and indirect consequences of any recourse by the Buyer's insurers against the Seller.

10.4 Penalties

In the event that penalties and indemnities have been mutually agreed by the Parties in the quote or the Special Conditions, their total amount may not exceed, in any event, 5% of the amount of the Equipment and/or the Works in question. These penalties will be a lump-sum compensation for all damages suffered, will be fully discharging and exclusive of any other sanction or compensation.

10.5 PED

For equipment subject to the Pressure Equipment Directive (European Directive No. 97/23/EC of May 29, 1997 and Decree No. 99-1046 of December 13, 1999, "PED"), the Seller will assume the status of "Manufacturer" within the meaning of such regulations, but only if the Seller is exclusively and cumulatively responsible for the design, supply and manufacture of said pressure equipment.

11. Applicable law. Dispute Resolution. Translation.

These Terms, all agreements or contracts resulting therefrom, and their consequences are governed by French law and the Parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods. Any disputes which may arise between the Parties concerning the validity, interpretation, performance or non-performance, interruption, or termination of the agreement between the Parties shall be subject to prior good faith negotiations to first attempt to resolve such disputes amicably. If no agreement is reached, the Parties agree to [submit their dispute] to the mediation process and the mediation rules of the *Centre de Médiation et d'Arbitrage de Paris* ("CMAP") located at 39 Avenue Franklin Delano Roosevelt, 75008 Paris, and, in the event of failure to reach an agreement, to submit their dispute to a sole arbitrator under the CMAP arbitration rules. This document is provided to Buyer for information only: the French language version of these Terms is the only binding agreement between the Parties. Any translation of these Terms into any language other than French is non-binding and provided to Buyer for information only. In case of any inconsistencies between the terms of the French version and the terms of a translation, the French version of these Terms shall control in all respects.