

## Article 1 – Essential conditions

This order specifies the technical, commercial and administrative conditions, which are required from the supplier. No modification to these conditions can be taken into account unless it is subject of an amendment or an annex to this order.

The items to be supplied shall be delivered with the documentation necessary for their correct use, storage and maintenance. Records concerning maintenance records, components and spare parts needed to grant the traceability and globally all documentation which is not delivered with the item is under the supplier's responsibility. It shall be stored for, at least, five years and it must be available for inspection by ATELIERS BIGATA, the authorities and/or its customer under simple request.

## Article 2 – Acceptance for order

This order shall only become final once ATELIERS BIGATA has received the attached written acknowledgement of receipt, duly approved and bearing the supplier's commercial stamp. The supplier shall only be able to carry out technical or commercial modifications if he has obtained, confirmed by a written amendment or an annex. No other form of acceptance will be binding on ATELIERS BIGATA.

If the written acknowledgement of receipt is not returned within 14 days following the issue of the order, such order shall be deemed accepted by the supplier.

Our conditions are an integral part of each order and take precedence over the suppliers' conditions of sale. All clauses and conditions appearing on any letters, invoices or documents sent out by the supplier shall be deemed unwritten.

In cases where a general / framework agreement relating to the contractual relations in respect of this order is already in existence and binding upon the supplier and ATELIERS BIGATA, the provisions of such general / framework agreement shall be deemed to be supplemental to the foregoing general conditions and shall prevail, in case of discrepancy or inconsistency.

## Article 3 – Delivery

All consignments must be free of charge at the place of destination.

They shall be the subject of two delivery notes : one to be sent by post on the day of dispatch, the other to accompany the goods. It is obligatory that these delivery notes bear the order number, item reference numbers, the full description and quantities of the items being delivered.

ATELIERS BIGATA reserves the right to refuse any delivery that exceeds the quantities specified in the order. The return of any surplus shall be carried out at the supplier's risk and expense.

## Article 4 – Receipt and transfer of title

The items to be delivered travel at the sender's risk. The transfer of title and risk only takes place once the correct quantity and quality of items ordered have been received by the consignee at his place of business. Receipt procedures carried out on the supplier's premises do not constitute any acceptance of responsibility by us.

## Article 5 – Packing

In order to be accepted by ATELIERS BIGATA, all packing instructions must be obligatory indicated on the supplier's delivery notes.

An invoice for packing will only be accepted if it has been provided for in the order.

## Article 6 – Inspections

It is the supplier's responsibility to check the items being supplied and to certify that they conform to the applicable conditions.

Inspections carried out by the Official Authorities and Tests carried out by our personnel do not relieve the suppliers of this responsibility.

## Article 7 – Delivery times

The delivery times indicated in our orders are mandatory : the delivery dates are those of the arrival of the goods at the place of destination.

ATELIERS BIGATA reserves the right to cancel by registered letter any order or any part of an order that is not delivered on the date indicated, without prejudice to our right to damages.

Where delivery is late, delivery by a faster means may be insisted upon at the supplier's expense.

No delivery before the due date is acceptable without prior consent, formalized by a written amendment or annex.

## Articles 8 – Penalties

Excepting for circumstances outside our control, the penalties specified in the order shall be applied automatically to all late deliveries.

In addition to these penalties, ATELIERS BIGATA reserves the right to request the supplier to pay all justifiable damages resulting from the delay in delivery.

## Article 9 – Rejections

All goods supplied which do not conform to the specifications of our order shall be rejected and shall be taken back by the supplier within 14 days following our notification of rejection : when this time limit has expired, the goods shall be returned by us by forward carriage to the address of the sender at his own risk. All rejected items shall give rise to a credit.

Furthermore, ATELIERS BIGATA reserves the right to claim back the expenditure incurred and any damages if the deficiencies that give rise to the rejection become apparent when being put into operation.

The items delivered to replace those which have been taken back shall be the subject of a new invoice. The date of their final acceptance shall be taken as the starting point for calculation of the penalties and the period of guarantee.

## Article 10 – Export control

The supplier shall identify any part of the item which may be subject to Export Laws and Regulations and shall provide ATELIERS BIGATA and/or our Customer with all information concerning such applicable Export Regulations as well as with any assistance it may request in Implementing such applicable Export Regulations.

The supplier shall obtain all relevant official approvals, licences and authorizations required for the worldwide export, delivery and operation of the item by ATELIERS BIGATA and/or our Customer.

Notwithstanding any other provision of this order or any other contract entered with the supplier, the supplier shall be liable for all damages, losses and liabilities incurred by ATELIERS BIGATA and/or our Customer as the result of the supplier's non-compliance with its obligations under this Article.

#### **Article 11 – Warranty**

General conditions

The supplier warrants that the good supplied shall be fit for all functions and uses for which they are intended and that they have been manufactured according to the state of the art.

Irrespective of any special conditions specified in the order, the supplier must, under the terms of the warranty given in respect of the goods being supplied and in the case of any defective item, ensure its replacement or make it fit for the use for which it was intended, without charge to the buyer.

Product with a limited lifetime :

In the case of a supply of products having a limited lifetime or items including such products, the supplier must specify :

-the steps to be taken to enable storage whixx guaranteeing conservation, -the total length of effective life, before use, counted from the date of manufacture, -the date by which the product is to be used which must be affixed in an appropriate and indestructible way on the part of the packaging which acts to contain, support or protect the product. The residual life of the goods, which is to be available to the user, must be equal to at least 80% of their total effective life.

#### **Article 12 – Cancellation or reduction of the order**

In the event of a failure or a refusal by the supplier to perform any portion of this order or in the event of a material breach of any of its obligations under the specific or general conditions of this order, ATELIERS BIGATA, shall have the right to put the supplier on notice to cure failure or breach and if same is not cure within thirty days following such notice, ATELIERS BIGATA shall have the right, by written notice, to terminate this order for default on the part of the supplier, without prejudice to any rights, remedies and compensation available by law.

Should the contract, for which this order has been made, be cancelled either in the whole or in part by the unilateral decision of its customer, ATELIERS BIGATA, reserves the right to reduce or cancel its order in the same proportion and on the same terms without becoming liable to the supplier for damages claims.

ATELIERS BIGATA also reserves the right to cancel or reduce the order in the case where the supplier refuses or is unable to fulfil his technical or commercial obligations in accordance with the conditions of the order, and in particular, if the supplier is subject to a Court Administration order, a sequestration order or a liquidation of his assets, or is being wound up or has ceased trading.

Furthermore, ATELIERS BIGATA shall have the right to take the place of the defaulting supplier, with the studies carried out, the equipment, supplies, parts finished or being manufactured for the order being freely available, and the right to exploit free of charge the patents held by the supplier at his expense.

After a progress and quality inspection by ATELIERS BIGATA, the liquidation of the order shall be limited to expenses incurred within the limits of the total amount of the order, after deduction of the items which the supplier will be able to re-use.

#### **Article 13 – Price**

Expecting provisions to the contrary specified in the order, the price are fixed and not revisable. If the order provides for a price review clause, this will be determined within the contractual time limits in accordance with price legislation and regulation in force at the time review.

In all cases where the order is within the context of governmental contract having a provisional price, the final prices shall be determined and accepted after investigations carried out by the Official Authorities.

The supplier formally undertakes for this purpose to supply the representative authorized to carry out such investigations with document which he may choose to request and to reimburse ATELIERS BIGATA with any sums which may have been paid in excess.

#### **Article 14 – Advances and instalments**

If any advances or instalments are paid and if the order contains a price review clause, the prices shall remain permanently frozen in so far as they relate to those advances and instalments. The payment of an advance or an instalment comprises the transfer to ATELIERS BIGATA of the title in the studies, supplies, equipment, and parts manufactured for the purpose of completing the order, up to a proportion not exceeding the value of the said advance or instalment.

The supplier undertakes to take all measures necessary for the said items to be identified such that they can be easily distinguished by any person needing to do so.

The supplier undertakes to take all measures necessary for the correct conversation of such items and to take out the necessary insurance for this purpose.

#### **Article 15 – Invoicing**

The invoice relating to each delivery, to be drawn up in one original, must be addressed to the Establishment which issued the order within 5 days following delivery. Each invoice must deal with only one order and must include the number of this order, the item reference number, the description, the numbers and the dates of the delivery notes to which it refers.

An invoice statement must be sent to us by the last day of each month at the latest for all deliveries carried out up to and including the 24th.

Any delivery after this date is to be counted in the following month.

#### **Article 16 – Payment**

The invoices are only settled after an order to pay is made for the value of the goods accepted by ATELIERS BIGATA. Payments are made by way of bills of exchange, which may be presented during the period of ninety days after the end of the month in which it is received and up to the 10th of the following month.

The domiciliation of a bill of exchange shall be indicated by ATELIERS BIGATA at the time of acceptance. Any bill of exchange drawn on ATELIERS BIGATA, without prior acceptance from us, shall be refused upon presentation.

#### **Article 17 – Auditing of accounts**

If the accounts of this order are audited, for whatever reason, and particularly in the case of cessation of trading by the supplier and in the case where ATELIERS BIGATA cancels the order, the debts incurrent or likely to be incurred between the supplier and ATELIERS BIGATA as a result of this

order and any different contracts which the supplier and ATELIERS BIGATA may have had a cause to enter into together shall be merged into a single account in order to mutually compensable each other even if the debts are not liquidated or due at the time of the audit of the accounts.

#### **Article 18 – Equipment and property lent or entrusted**

The equipment manufactured by the supplier at the expense of and for the benefit of ATELIERS BIGATA, totally or partially, as well as the property and equipment placed at the disposal of ATELIERS BIGATA, must only be used for the carrying out of orders.

The protection and maintenance of such equipment and property shall be ensured by the supplier at his expense and risk. The supplier undertakes to take out the necessary insurance for this purpose. Such equipment and property remain the property of ATELIERS BIGATA and, if this has not already been done, the supplier must provide them with a permanent marking or identification plate indicating such ownership. The supplier undertakes to return such equipment and property in good condition whenever ATELIERS BIGATA should first ask for them.

#### **Article 19 – Patents and industrial property**

The supplier guarantees ATELIERS BIGATA against any claims by third parties concerning industrial property in respect of the items, which he delivers to us, and he undertakes to act in place of ATELIERS BIGATA in the event of legal proceedings.

The supplier must respect the obligation of "Professional Secrecy" and he must, in particular, take all necessary measures to ensure that the standard specifications, drawings or manufacture details relating to ATELIERS BIGATA's order are neither communicated, nor disclosed to third parties, either by himself, or by his employees or his subcontractors.

ATELIERS BIGATA shall be the sole owner of all the results of this order, including but not limited to all designs, drawings, blue prints, technical information, models, prototypes, tools and all elements of the know-how required for the performance of this order. Only ATELIERS BIGATA shall be entitled to effect or carry out at its own costs and in its own costs and in its sole name any formalities or actions for the acquisition or grant of any industrial or intellectual property rights in connection with such results.

#### **Article 20 – Publicity**

The supplier undertakes to only show the parts manufactured in accordance with the drawings, designs or technical specifications of ATELIERS BIGATA with our written authorization.

Under no circumstances may our orders give rise to direct or indirect publicity without the written authorization of ATELIERS BIGATA.

#### **Article 21 – Indemnities and insurance**

The supplier shall be solely liable for and shall indemnify and hold harmless ATELIERS BIGATA from and against all claims, losses, costs and expenses (including attorney's fees) in any way connected with the death of or injury to any person or the loss of or damage to any property arising out of or having their origin in the performance of this order.

To the extent that the performance of this order requires the presence of one party's representatives at the premises of the other party, each party shall be liable for and shall indemnify and hold harmless the other party from and against all claims, losses, costs and expenses (including attorney's fees) in any way connected with the death of or injury to or the loss of or damage to any property of said representatives, except in case of gross negligence or wilful misconduct of the other party.

Without prejudice to the above provisions, the supplier shall at its own costs effect and maintain insurance for the following risks in amounts satisfactory to ATELIERS BIGATA.

-damage to property lent by ATELIERS BIGATA

-general third party liability insurance (when the performance of the order requires presence of supplier's representatives at ATELIERS BIGATA's premises or at any place specified in the order)

-product liability insurance

The supplier undertakes to provide, upon request of ATELIERS BIGATA, a certificate that the forgoing insurance is in full force and effect.

#### **Article 22 – Applicable law – Settlement of dispute**

The order is governed by the laws of France.

In the event of a dispute, controversy or claim ("Dispute"), arising out of or in connection with the order, including any Dispute regarding its existence, validity or termination, such Dispute shall be exclusively and finally determined and settled by arbitration shall be Paris.

Resource to jurisdictions is expressly excluded, except as provided for in the International Chamber of Commerce Rules of Conciliation and Arbitration concerning Conservatory and interim measures.

All required documents must be issued in English language.



## Article 1 – Basis of order and acknowledgment

The contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions Buyer purports to apply in any Contract).

A Contract shall not be effective until Ateliers Bigata has issued written acknowledgment and acceptance of such Contract (notwithstanding any earlier confirmation of receipt). Ateliers Bigata may in its sole discretion decline any purchase order placed by the Buyer.

Minimum order quantities and minimum Contract values, where necessary, may apply at Ateliers Bigata's discretion.

The Buyer shall ensure that the terms of its purchase order or request are complete and accurate.

No charge or modification of Contracts issued shall be allowed after acceptance by Ateliers Bigata unless authorized by a Change Order delivered by the Buyer and accepted in writing by Ateliers Bigata.

## Article 2 – Description and specification of the goods and services

The description, part numbers and/or specification of the Product and/or Services shall be set out in Ateliers Bigata's quotation or Ateliers Bigata's acceptance of the Contract. All drawings, descriptions, weights, dimensions, etc. and advertising issued by Ateliers Bigata (for example, in Ateliers Bigata's catalogues or price lists) are issued to provide an approximate idea of the Product or Services described in them and do not form part of the Contract unless expressly stated in the Contract or otherwise agreed to in writing by Ateliers Bigata.

The Buyer shall determine the suitability of the Products for Buyer's use and/or application. The Buyer shall be solely responsible for the accuracy of the Buyer's designs, drawings, specifications and other data supplied to Ateliers Bigata by the Buyer, even if Ateliers Bigata examines, inspects, studies or comments to the Buyer regarding any such designs, drawings, specifications or other data.

## Article 3 – Delivery and acceptance

Ateliers Bigata will arrange for the Carrier to transport the Product or Buyer Property at the Buyer's risk and cost, and delivery will take place when the Product or the Buyer Property is made available to Carrier at Ateliers Bigata's facility.

Delivery dates are estimates only and time is not of the essence. Ateliers Bigata will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly of the Product or Buyer Property, nor will any delay entitle the Buyer to terminate or rescind the Contract.

If for any reason the Buyer does not take delivery, or Ateliers Bigata is unable to deliver such Product or Buyer Property on time because the Buyer has not provided appropriate instructions, documents, licences, authorizations, etc., then such Product or Buyer Property will be deemed to have been delivered and risk shall pass to the Buyer. Ateliers Bigata may at its option :

-store such Product or Buyer Property until actual delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance) ; or

-reallocate or sell such Product or Buyer Property at the best price readily obtainable (after providing not less than thirty (30) days prior written notice to Buyer). Ateliers Bigata may charge the Buyer for any shortfall below the Contract price or account to the Buyer for any excess (after deducting all reasonable survey, repair, storage and selling expenses).

The Buyer shall promptly notify the Carrier of any damage to, loss from or non-receipt of any Product or Buyer Property if transportation has been arranged by or on behalf of the Buyer within three days, excluding holidays, after delivery by the Carrier. Ateliers Bigata shall not be liable for any such damage, loss or non-receipt.

The Buyer may arrange for testing and inspection of the Product before shipment at Ateliers Bigata's facility. If the Buyer has conducted such inspection, Ateliers Bigata shall not be liable for any claim made after shipment in respect to any defect in the Product which would have been apparent upon such inspection.

Ateliers Bigata may, at its option, make partial shipments of Product and invoice the Buyer for each shipment individually in which case each delivery shall constitute a separate contract. Failure by Ateliers Bigata to deliver any one or more of the shipments in accordance with these terms and conditions or any claim by the Buyer in respect of any one or more shipments shall not entitle the Buyer to repudiate the whole Contract or refuse to accept subsequent shipments. The Buyer shall accept any early delivery.

The Buyer will be deemed to have accepted the Product as being in accordance with the Contract, Ateliers Bigata shall have no liability for any defect or failure and the Buyer shall be bound to pay the price unless :

-within 14 days of the date of delivery of the Product, the Buyer notifies Ateliers Bigata in writing of any defect apparent upon inspection of the Product to conform with the Contract ; or

-the Buyer notifies Ateliers Bigata in writing of any failure of the Product to conform to the Contract within a reasonable time where the defect or failure would not be so apparent within 14 days of the date of delivery.

## Article 4 – Passing of risk and title

The risk in Products or Buyer Property shall pass to the Buyer on delivery as set forth herein.

Full legal, beneficial and equitable title to the Products shall remain vested in Ateliers Bigata (even though they have been delivered and risk has passed to the Buyer) until :

-payment in full, in cash or cleared funds, for all the Products has been received by Ateliers Bigata ; and

-all other money payable by the Buyer to Ateliers Bigata on any other account or under the Contract or any other contract or order has been received by Ateliers Bigata.

Until full legal, beneficial and equitable title to and property in the Products passes to the Buyer :

-while the Products are in the custody of the Buyer, Buyer has to bear all the risks in the Products, for any reason whatsoever, even in cases of force majeure, acts of God or acts of third parties. The Buyer must store the Products at its premises and insure them, at no cost to Ateliers Bigata, and keep them clearly identifiable as belonging to Ateliers Bigata ;

-Ateliers Bigata may, on demand and without prior notice, repossess and resell the Products if any of the events specified in Article 11 occurs or if any sum due to Ateliers Bigata from the Buyer is not paid when due and for this purpose, Ateliers Bigata, its employees, agents and sub-contractors will be entitled to unrestricted access to any premises where any of the Products are situated.

Ateliers Bigata hereby authorises the Buyer to use and/or sell the Products in the normal course of the Buyer's business and to pass good title in the Products to its purchasers, if they are purchasers in good faith without notice of Ateliers Bigata's rights.

This right shall automatically cease on the occurrence of any event set out in Article 11 and/or if any sum owed to Ateliers Bigata by the Buyer is not paid when due. If the Buyer sells the Products or Services prior to paying the full price thereof the Buyer shall hold the proceeds of sale on trust for Ateliers Bigata.

Ateliers Bigata's rights and remedies set forth herein are in addition to and shall not in any way prejudice, limit or restrict any of Ateliers Bigata's other rights or remedies under the Contract or in law or equity. Ateliers Bigata shall be entitled to maintain an action against the Buyer for the price of the Products or Services notwithstanding that legal, equitable and beneficial title to and property in the Products or Services has not passed to the Buyer.

Title to the Buyer Property shall at no time pass to Ateliers Bigata unless the Buyer specifically agrees otherwise in writing, or Article 3 or Article 12 apply.

Risk in the Buyer Property shall pass Ateliers Bigata on delivery to Ateliers Bigata and remain with Ateliers Bigata at all times while in Ateliers Bigata's possession or control.

#### **Article 5 – Contract price**

The price charged in respect of Product or Services supplied shall be the price that is current at the date of delivery. Ateliers Bigata reserves the right to adjust prices where necessary before a Contract is accepted notwithstanding the prices stated in any price list or quotation. Ateliers Bigata shall not normally perform Services until the Buyer has confirmed its agreement to the estimated price.

Ateliers Bigata reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Product or Services to reflect any increase in the cost to Ateliers Bigata which is due to any factor beyond Ateliers Bigata's control (such as, without limitation, any increase in the costs of labour, materials, or other costs of manufacture of supply) ; any change in the quantities of the Product or Services requested by the Buyer ; or any delay or cost caused by any instructions of the Buyer or failure of the Buyer to give Ateliers Bigata adequate information or instructions.

Unless otherwise agreed in writing, the price for the Product or Services shall be exclusive of any taxes (including sales tax) or levies and the Buyer will pay all costs and charges in relation to packaging (other than standard packaging), loading, unloading, carriage, freight and insurance, where appropriate.

#### **Article 6 – Payment terms**

Payment for the Products and/or Services is due 30 days after the date of Ateliers Bigata's invoice. Ateliers Bigata may issue a separate invoice for each Contract or for each shipment (if more than one) under a Contract. The Buyer shall pay the amount stated in Ateliers Bigata's invoice in the currency required by the invoice in immediately available funds, without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise. Payment must be made to Ateliers Bigata at the address or account stated on the invoice.

In the event that there is a deterioration in the financial capacity of the Buyer, Ateliers Bigata reserves the right to revise payment terms at any time and to request guarantees, security, stage payments or cash in advance for the Products and/or Services. Ateliers Bigata may, at its discretion, refuse or limit deferred payment terms to the Buyer.

Ateliers Bigata may agree to accept payment for the Products and/or Services by credit card provided that the Buyer shall in addition to the price of the Product or Services pay any charge levied by the credit card company in respect of such transaction.

Notwithstanding any other provision, all payments payable to Ateliers Bigata under the Contract shall become due immediately upon termination of this Contract for whatever reason.

If any sum due from the Buyer to Ateliers Bigata under the Contract or any other order is not paid to Ateliers Bigata on or before the due date for payment, then all sums then owing by the Buyer to Ateliers Bigata or any affiliate of Ateliers Bigata shall become due and payable immediately and, without prejudice to any other right or remedy available to Ateliers Bigata, Ateliers Bigata and any affiliate shall be entitled to :

-cancel or suspend performance of the Contract or any other contract or order placed with Ateliers Bigata or any affiliate including suspending deliveries of the Product, Services or any other goods until arrangements as to payment or credit have been established which are satisfactory to Ateliers Bigata ; and/or

-require the Buyer to pay for Products or Services prior to shipment from Ateliers Bigata's place of business ; and/or

-charge the Buyer interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the European Central Bank Offered Rate prevailing from time to time (or such other rate which is legally permissible) until payment is made in full.

#### **Article 7 – Warranty**

Ateliers Bigata warrants that the Products furnished hereunder shall, at the time of delivery, be free from defects in material and workmanship. Services shall be performed with reasonable skill and care.

If the Buyer submits to Ateliers Bigata reasonable written details (on Ateliers Bigata's prescribed form if required) establishing a breach of the warranty set forth above, Ateliers Bigata's liability for failure of any Product or Service to comply with the foregoing shall be limited to replacing or repairing that Product found to be defective within twelve months of delivery for Overhauled Units and within six months of delivery for Repaired Units, and/or to re-performing the Services. Such Product will be repaired or replaced, at Ateliers Bigata's option, or Services re-performed, without charge, and re-warranted for the remainder of the original warranty period.

Ateliers Bigata shall pay all reasonable return packaging and transportation costs of a valid warranty claim. Ateliers Bigata is not liable for the removal of Products from, or installation of the Product into, any other property to which it may be attached or incorporated.

Ateliers Bigata may require the Buyer to deliver back Product or materials which have been replaced and legal title to the replaced Product shall revert in Ateliers Bigata.

Ateliers Bigata's performance of one of the above options shall constitute an entire discharge of Ateliers Bigata's liability for breach of the warranty.

For Product that is returned under warranty and is tested and no fault found, Ateliers Bigata will be entitled to reimbursement from the Buyer for reasonable charges incurred for transportation, testing and evaluation.

For any Product not manufactured by Ateliers Bigata, the Buyer shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to Ateliers Bigata, to the extent that it is assignable by Ateliers Bigata to the Buyer.

Ateliers Bigata shall not be liable under the warranty in any of the following circumstances : Products or parts thereof which have been modified, altered, installed, used or serviced other than in conformity with Ateliers Bigata's applicable specifications, manuals, bulletins or instructions, or which shall have been subjected to improper installation, misuse or neglect ; Products that have not been maintained and operated in accordance with Ateliers Bigata's instructions ; normal wear and tear, wilful or accidental damage, harsh environment, experimental running ; Products or parts thereof furnished by Buyer or acquired from others at Buyer's request and/or to Buyer's specifications, and use of components not manufactured by or authorized by Ateliers Bigata in the Products ; Products which are expendable in nature, such as, but not limited to, diodes, transistors, o-rings, tyres, flexible hoses, seals, igniter plugs or fuses ; Product with a stated shelf life or 'use by' date, if such shelf life has expired or 'use by' date has passed ; tooling purchased or made for the purpose of manufacturing the Products ; the Buyer or its customer fails to afford Ateliers Bigata a reasonable

opportunity to inspect the Products or Services performed ; the price for Products or Services, or any other goods or services supplied by Ateliers Bigata or its affiliates, has not been received in full.

Minor deviations from specifications which do not affect performance of the Products shall not be deemed to constitute defects in materials or workmanship or a failure to comply with the specifications referred to herein. The need for regular overhaul of warranted equipment shall not constitute a defect or failure under this warranty.

There are no other warranties, conditions or terms, express or implied, including warranties of merchantability or satisfactory quality or fitness for a particular purpose.

#### **Article 8 – Exclusion and limitation of liability**

These terms and conditions set out the entire liability of Ateliers Bigata (including any liability for the acts or omissions of its sub-contractors) in respect of Products or Services supplied by Ateliers Bigata and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

Nothing in these terms and conditions shall exclude or limit Ateliers Bigata's liability for death or personal injury caused by Ateliers Bigata's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited. Any limitation or exclusion of liability shall apply to the extent permitted under applicable law.

Ateliers Bigata shall not be liable for any economic loss of whatever nature (whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise), including loss of anticipated profits, loss of actual profits (direct or indirect), loss of anticipated savings, loss of business, or for any indirect, special or consequential loss or damage howsoever caused or any losses arising as a result of any third party bringing a claim of any nature whatsoever.

Subject to Article 8 above, the total aggregate liability of Ateliers Bigata arising out of or in connection with the performance or contemplated performance of the contract whether for negligence or breach of contract or any cause whatsoever shall in no event exceed the price paid by the Buyer for the product or services giving rise to the Buyer's claim. Notwithstanding any other terms and conditions of the contract. Ateliers Bigata shall have no liability for the use by the Buyer of component parts in the product which are not manufactured by or authorised by Ateliers Bigata.

#### **Article 9 – Subcontracting, assignment and third party rights**

The Buyer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of Ateliers Bigata.

Ateliers Bigata may assign, charge, subcontract or transfer the Contract or any part of it to any person, including its affiliate companies, without the consent of the Buyer.

Other than affiliates of Ateliers Bigata, a person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or sub-contractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of Ateliers Bigata and the Buyer.

Without prejudice to the intention of the parties to give no rights to the third parties under the Contract., any term of the Contract can be varied and the Contract can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Contract.

#### **Article 10 – Force majeure and other events excluding the liability of Ateliers Bigata**

Ateliers Bigata shall not be held liable for delay or failure in shipment or delivery of the Products or Services due to any cause beyond the reasonable control of Ateliers Bigata, including, without limitation, war, fire, flood, strikes or other labour disturbance, accidents, natural disasters, Act of God, governmental order or requirement, interruption, obsolescence or shortage of materials, transportation facilities or energy supply, or events beyond the reasonable control of its suppliers or subcontractors and Ateliers Bigata shall be excused from deliveries to the extent that deliveries may be prevented or delayed by any of the foregoing events. During any such event as listed above, Ateliers Bigata will endeavour in good faith to allocate deliveries fairly among its buyers but expressly reserves in its discretion, without liability to the Buyer, the final determination of determination of deliveries to be made. If said event as listed above continues for a continuous period in excess of ninety (90) days Ateliers Bigata may terminate the Contract without liability by sending a registered letter with return receipt to the Buyer.

#### **Article 11 – Contract cancellation, breach of contract and insolvency**

The Buyer may only cancel a Contract (or any part of a Contract) which Ateliers Bigata has already accepted, with Ateliers Bigata's prior agreement in writing and provided the Buyer indemnifies Ateliers Bigata in full in terms established by Ateliers Bigata. Cancellation charges may apply to such cancellation including but not limited to : all amounts due under the Contract in respect of work performed and/or Products delivered up to the date of cancellation, including all applicable overhead and profit ; any sums which have been paid by Ateliers Bigata or become payable as a result of the cancellation to its subcontractors and supply chain to procure all or any part of the Products or Services for the Buyer's requirements including all applicable overhead and profit ; the cost of any work, materials and tooling incurred by Ateliers Bigata, including initial costs, overhead, profit and preparatory expenses allocable thereto, used exclusively by Ateliers Bigata to supply the Products and Services ; any non-recurring engineering and project investment costs not paid by the Buyer or recovered by Ateliers Bigata under the Contract ; the costs of setting and paying any losses, damages or claims arising out of the termination of work and reimbursing any other reasonable and proper sums suffered or incurred by Ateliers Bigata solely in connection with or resulting from the cancellation of the Contract including without limitation overhead and the profit Ateliers Bigata would have earned under the Contract.

The Buyer shall pay Ateliers Bigata all cancellation charges within thirty (30) days of the date of Ateliers Bigata's demand.

In the event the Buyer commits a breach of any of its obligations under the Contract and fails to remedy such breach within a period of 14 days ; or the Buyer fails to make payment under the Contract when due, or suspends payments or is unable to pay its debts as they fall due ; or the institution of any proceedings by or against the Buyer, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of an administrator, administrative receiver, receiver or trustee or an assignee for the benefit of creditors of the business or property of the Buyer ; or the Buyer suffers or undergoes an analogous procedure in the country in which the Buyer established ; or the Buyer ceases, or threatens to cease, to carry on business ; or Ateliers Bigata reasonably believes that any of the above events is about to occur in relation to the Buyer, then Ateliers Bigata shall be entitled to cancel this Agreement forthwith by written notice without prejudice to any rights arising prior to said cancellation. The Buyer shall pay cancellation charges as set out in this section.

#### **Article 12 – Care and use of the buyer property**

It shall be the Buyer's responsibility to ensure that any tooling and/or material issued free of charge and other Buyer Property delivered to Ateliers Bigata by the Buyer or on its behalf is safe and suitable for manufacture of or incorporation into Products or for the Services to be performed in accordance with all regulatory guidelines and procedures.

Ateliers Bigata shall use the Buyer Property solely for the purpose of the Contract and shall at the Buyer's expense maintain the Buyer Property in good order, condition and repair while it is in Ateliers Bigata's possession or control.

On completion or termination of the Contract, unless otherwise directed by the Buyer in writing, Ateliers Bigata shall return the Buyer Property to the Buyer. If the Buyer does not collect or accept delivery of such Buyer Property, Ateliers Bigata may, after giving not less than thirty (30) days' prior written notice, take reasonable steps to sell such Buyer Property at the best price readily available and account to the Buyer for any excess after deduction of all reasonable storage and selling expenses.

Without prejudice to any other rights and remedies which Ateliers Bigata may have under the Contract, Ateliers Bigata shall, in respect of all debts owed by the Buyer to Ateliers Bigata, have a general lien on any of the Buyer Property in Ateliers Bigata's possession and Ateliers Bigata shall be entitled after thirty (30) days' prior written notice to the Buyer to dispose of such of the Buyer Property as Ateliers Bigata thinks fit and to apply any proceeds of sale towards the payment of such debts.

#### **Article 13 – Export and governmental compliance**

Each party agrees to comply with all applicable governmental regulations as they relate to the import, export and re-export of information and/or Products and/or Buyer Property. Without limiting the foregoing, the parties shall not disclose or deliver any information or Products and/or Buyer Property provided hereunder in any manner contrary to any applicable export laws and regulations. The parties acknowledge that these laws and regulations impose restrictions on import, export and transfer to third countries of certain categories of information and Products, and that licences from the applicable regulatory agency may be required before such information and Products and/or Buyer Property can be disclosed or delivered hereunder, and that such licences may impose further restrictions on use and further disclosure or delivery of such information and Products and/or Buyer Property.

Ateliers Bigata shall not be liable for delays or refusals by governmental authorities or other authorities to grant licences or approvals, nor for suspension or revocation thereof, nor for changes in export classification. Buyer must deliver requested information, including end-user information, necessary for export licences to be granted.

#### **Article 14 – Notices**

Unless otherwise provided by law, any notice to be given under the Contract shall be sufficient if it is in writing, for the attention of the President and Chief Executive Officer of the other party, or otherwise as directed by each party from time to time, and delivered personally, or via registered or certified mail (postage prepaid with return receipt requested) (with a request for confirmation in a manner typical to the communication types listed previously). Notice shall be deemed sent and received on the date of actual receipt at the other party's principal place of business.

#### **Article 15 – Intellectual property rights**

Any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trade marks and service marks (registered or not) and copyright and any applications for them) in the Products or Services or in any moulds, tools, designs, drawings, or production data owned by Ateliers Bigata or created by Ateliers Bigata in the course of the performance of the Contract or otherwise used in the manufacture of the Products or the provision of the Services shall remain Ateliers Bigata's property unless otherwise expressly agreed by Ateliers Bigata. Ateliers Bigata grants, on full payment for the Products and Services the non-exclusive right for the Buyer and bona fide purchasers from the Buyer to use, for the operation of the Products or Services for their intended purpose only, any software supplied with, or embedded in, the Products and Services, and technical manuals and instructions relating to operation and maintenance of the Products and Services. The Buyer hereby grants to Ateliers Bigata a non-assignable, non-exclusive, royalty-free licence to use any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trade marks and service marks (registered or not) and copyright and any applications for them) owned by the Buyer to the extent necessary for Ateliers Bigata to supply the whole or any part of the Products or Services in accordance with the Contracts. Except as expressly stated herein, nothing in the Contract shall be deemed to have given the Buyer a licence or any other right to use any of the intellectual property rights of Ateliers Bigata unless otherwise expressly agreed by Ateliers Bigata.

#### **Article 16 – Confidentiality**

The Buyer and Ateliers Bigata shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract or any other confidential or sensitive information of the other.

The Buyer agrees that it will not exhibit Ateliers Bigata's Product, advertisements or price lists relating to any of Ateliers Bigata's Product or Services without the prior written consent of Ateliers Bigata.

#### **Article 17 – General**

Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

The rights and remedies of Ateliers Bigata in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by Ateliers Bigata nor by any failure of or delay by Ateliers Bigata in ascertaining or exercising any such rights or remedies. The waiver by Ateliers Bigata of any breach of the Contract shall not prevent the subsequent enforcement of the Contract and shall not be deemed to be a waiver of any subsequent breach of that or any other terms and conditions.

If at any time any one or more of the terms of the Contract or any part of one or more of these terms and conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining terms and conditions of the Contract shall not in any way be affected or impaired as a result of that omission.

The Contract sets out the entire agreement and understanding between the Buyer and Ateliers Bigata in connection with the sale of the Product or Services and shall supersede and replace all documentation previously issued by Ateliers Bigata or the Buyer. In case of conflict, agreed terms appearing on the face of the Contract shall take precedence over these terms and conditions, and these terms and conditions take precedence over any other documents referred to in the Contract.

Headings are for reference only and shall not affect the interpretation of these terms and conditions.

#### **Article 18 – Law and jurisdiction**

The Contract shall in all respects be construed according to and governed by the laws of the jurisdiction in which Ateliers Bigata is located, or if Ateliers Bigata is organised under the French laws. All disputes shall be referred to and resolved by binding arbitration in TRIBUNAL DE COMMERCE DE BORDEAUX – 19 Place de la bourse – 33064 BORDEAUX CEDEX - FRANCE.

All required documents have to be issued in English language.