

Terms and Conditions

ALDES – Export General Sales

RECITAL

The purpose of these Export General Sales Terms and Conditions (hereinafter "EGSTC") is to set down, in accordance with the provisions of Section L.441-6 of the French Commercial Code, the respective obligations of ALDES AERAILIQUUE (hereinafter "ALDES") and its Customers in their contractual relationships with respect to the sale of products and services by ALDES.

1. APPLICATION

Any order submitted to ALDES implies full acceptance and unreserved application by the Customer, which recognizes full acknowledgement of these EGSTC, which take precedence over any other document, including all of Customer's purchase terms and conditions. Solely the Special Sales Terms and Conditions agreed to in writing between the Customer and ALDES may, if applicable, override these EGSTC. Any provisions of these EGSTC not expressly modified or cancelled under such Special Sales Terms and Conditions shall remain in full force and effect.

ALDES is bound to commitments that may have been entered into by its representatives solely provided that they are confirmed in writing by the company. No order is deemed complete and final unless expressly accepted in a document acknowledging receipt, bearing an order registrations number.

Inasmuch as ALDES Customers are professionals, French customer law does not apply.

2. INFORMATION - PRODUCTS – PROJECTS

Information appearing in catalogues, leaflets, price lists, diagrams, Internet sites, etc. are given by ALDES for information purposes only. ALDES reserves the right to make any modifications at any time without prior notice.

ALDES's liability is limited to product specifications. As a professional, the Customer remains liable for its choice of product and for its use based on the specifications of the installation. Any theoretical diagrams, sizing calculations, etc. that may be drawn up by ALDES, or that may be generated using calculation assistance software provided to conduct studies and to issue quotes, may not be deemed as a draft of the implemented installation and must, if necessary, be validated by an accredited agency of Engineering office at the Customer's initiative. All projects remain the prime contractor's task and responsibility or those of the specialized contractor, as applicable.

ALDES systems shall be installed by organized market-recognized installers having qualified staff and required approvals.

ALDES, as part of its duty to advise, remains at the Customer's disposal to provide information required for the use of its products.

3. PRICES

Products are supplied at the prices quoted in the unit-price list appearing in the ALDES Price Catalogue and, if applicable, in the sales offer issued by ALDES to the Customer or in the Special Sales Terms and Conditions agreed to by ALDES and the Customer.

Confirmed prices are those in force at the time of the order.

Invoiced prices represent the prices in effect at the date of the order or, where applicable, those contained in the sales offer submitted to the Customer.

All deliveries specifying a manufacturing lead-time of less than two (2) months are invoiced at the base price agreed to in the order. In the event of overrun of this lead-time, the price will be adjusted in accordance with the legal provisions in force and indexed using the price revision formula appearing in the offer.

For any order amounting to less than € 100 net of tax, a processing fee of 15 € will be invoiced.

The list of unit prices in the Price Catalogue is not applicable :

- to specific product packaging,
- to specific orders requiring one or more product modifications and/or assemblies,
- to orders requiring draft costs,
- to special delivery terms or special lead-times.

Unit prices may also vary based on the frequency of deliveries. In such events, the Customer shall request a specific quote from ALDES on a prior basis.

Prices are quoted in Euros, excluding taxes, net of any discounts and contributions or costs. The issuance of price lists does not constitute a firm offer, such prices being subject to change without prior notice. The validity of an offer (content and price) is limited to one (1) month from the date of issuance.

The shipping rates and schedules appearing in the currently-valid ALDES catalogues do not constitute a firm offer and may be changed without notice, specifically in the event of a change in economic conditions such as variations in the costs of raw materials, fuel, duties and taxes, unusual variations in exchange rates, stock market collapse, materials shortage, changes in laws, etc.

Prices will also be revised if new taxes, contributions or expenses resulting from a change in laws requiring standard-compliance updating of ALDES products.

4. ALLOWANCES- REBATES - DISCOUNTS

The Customer may be granted allowances, rebates and discounts on the schedules appearing in the ALDES Price Catalogue, revisable each year, based on volumes of sales or volumes of certain families of products supplied, promotional discounts or product collection terms.

5. DELIVERY TERMS – TRANSFER OF RISKS

5.1. Delivery lead-times

Delivery lead-times are mentioned on order-receipt acknowledgements. They are approximate and provided for information purposes only.

They correspond to the time at which orders are made available for collection on ALDES docks (EXW). No over-run on the quoted delivery times may give rise to cancellation of the order, to a price adjustment or to the payment of compensation or late fees.

ALDES is automatically released from any commitment with respect to delivery times in the event that payment terms have not been complied with by the Customer or resulting from the occurrence of circumstances beyond its control, force majeure or events such as : lockout, strike, epidemic, war, requisition, fire, flood, equipment breakdowns, rejection of substantial numbers of parts during production, shipment disruption or delays or any other cause resulting in total or partial stoppage of services to ALDES or to its suppliers.

ALDES will keep the Customer informed regarding such events.

5.2. Delivery Terms – Transfer of Risks

Delivery entails the transfer to the Customer of risks relating to the goods and the invoicing of the sale by ALDES. It is deemed made at ALDES plants or warehouses (EXW) except if other INCOTERM is negotiated with the Customer.

Shipments on French metropolitan territory are made carriage-paid Metropolitan France on amounts of €1000 net, excluding tax invoiced per delivery (excluding Corsica, French overseas territories and foreign countries) except for ducts and accessories with a diameter exceeding 315mm or with

a length exceeding three (3) meters and for products in the Temperation line, which is subject to a special re-invoicing rule for shipping given the specific delivery logistics and packaging conditions indicated on Customer's request.

5.3. Storage and handling

In the event that delivery is delayed for any reason whatsoever not under the ALDES's control, and provided that ALDES agrees, goods will be stored and, if applicable, handled by ALDES at the Customer's risk and expense, and ALDES declines any subsequent liability in this respect. The storage costs charged may not be less than 1% of the order value per week, capped at 5 %. Such storage time may not exceed five (5) weeks. In no way do these provisions modify payment obligations with respect to the goods supplied and constitute no novation.

6. TRANSPORT OF GOODS DELIVERED

ALDES accepts no liability for rust, water damage, other damage or deterioration whatsoever sustained by goods after shipment or after they are made available to the Customer, even if shipment is made carriage-free. In the event of damage of any kind occurring during shipment, it is the Customer's responsibility to take any action against the carrier and/or insurer in compliance with standard times and practices and to inform ALDES thereof by certified letter with confirmation of receipt within three (3) days from the date of delivery.

It is the Customer's responsibility to verify goods supplied (quantity and quality) upon arrival, prior to giving release to the carrier. Acceptance of goods without reservations excludes any subsequent claims against ALDES by the Customer.

7. PACKAGING

Packaging is always payable by the customer and will not be taken back by ALDES. In the event that no particular indications are provided, packaging is prepared by ALDES in the Customer's best interests.

8. PROCESSING OF WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT

Only for products dedicated to the French market (Metropolitan and Overseas territories).

9. PAYMENT – LATE PAYMENT FEES – PENALTY CLAUSE

In accordance with Section L.441-6 of the French Commercial Code, with section 1231-5 of the French Civil Code, and subject to any inter-professional agreements :

- Payments are made cash with order on Pro-forma invoice basis, net, without discount. Any clause or request intended to set or obtain a longer payment period will be firstly agreed between ALDES and its Customer. This period will not exceed the 60th day following the date of invoicing of the goods.

- Deposits are payable in cash. The invoice specifies the date at which payment is to be made and payments are to be remitted at the registered office of ALDES, net, without discount.

- Payment means the collection by ALDES of the full amount of the invoice and not the mere issuance of payment-binding commercial paper.

- Any delay will result in the application of penalty fees at a rate equal to the rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

- The late penalty fees are due without any reminder required.

Any professional subject to the article L.441-6 of the Commercial Code regarding any late payment will become debtor, towards Aldes, in addition to the late payment fees, already due as required by law, of a standard payment rate for the recovery costs of 40 euros.

In the event of deficiency by the client, the sums assessed through litigation will be increased by 15%, independently of the aforementioned late penalties and the recovery costs already engaged.

The client cannot subordinate the payment on the provision of invoices meeting his requirements not forecasted by the legislation in force, or any other non-mandatory document.

The agreed payment dates cannot be delayed under any circumstances, including in the event of a dispute.

Refunds do not exempt the customer from paying the invoices when due, and no deductions can be made from the amount specified on ALDES's invoices.

In the event of a sale, transfer, discount in pledge or contribution to a company of its business or its equipment by the Client, as in the case of one of the payments or the acceptance of one of the drafts in not made at maturity, the amounts due become immediately required, regardless of the conditions previously agreed.

Any significant changes in the financial or economical situation of the Client, even after partial execution of the orders, may result in the review of payment terms of the latter, as well as the revision of the line of credit granted by Aldes.

In the event of non-payment, ALDES may suspend the shipment of the other goods ordered by the Client without prejudice to any damages that might be applicable.

Not being a contractor or an entrepreneur, but a manufacturer, Aldes is not subject to the provisions of article 1799-1 of the Civil Code, and therefore does not accept any holdbacks endorsed or not, on the amount of the invoiced products.

10. TITLE RETENTION – CANCELLATION CLAUSE

ALDES retains ownership over items sold until full payment of the principle on the price and ancillary charges has been made.

Accordingly, failure to make a single payment on any installments may result in claims being made by ALDES over such items.

Upon delivery of products, as provided for in Article 5.2 above, the Customer assumes the risks of loss or deterioration of the goods and any damage which may be caused by such goods. Accordingly, the Customer shall take out insurance with a recognized financially solvent insurance company covering all risks relating to the carriage, loss, theft or destruction of all or part of the goods.

ALDES reserves the right to prohibit any modification of the goods following the filing of any legal proceedings against the Customer.

In the event of failure by the Customer to carry out any of its obligations, ALDES reserves to option to automatically terminate or cancel the sale following simple notification sent to the Customer by certified letter with return receipt which has gone unheeded, or to pursue implementation of the sale. In such event, any deposit remitted will be forfeited to ALDES as compensation, without prejudice to any claim for damages.

The Customer shall inform ALDES of any threat, legal action, seizure, requisition, confiscation, or any other measure that might jeopardize its ownership of the products. Violation of these provisions by the Customer incurs the Customer's liability and allows ALDES to proceed to reduce the sale by giving simple notice sent by certified letter with confirmation of receipt, to recover products still in stock and to refuse to continue making deliveries to the Customer. Products still in the Customer's possession shall be presumed to be those still unpaid, and ALDES may recover them as settlement of all outstanding amounts. Partial payments remitted will be used to cover damages owing as a result of

non-performance of contractual obligations and, firstly, damages resulting from the disappearance, resale, deterioration or obsolescence of products. Thereafter, costs will be charged by dismantling, transport and storage resulting from non-performance by the Customer of its obligations under the sale.

11. INSPECTION AND TESTING

For any goods subject to an inspection or an acceptance procedure at the plant, this operation shall take place prior to shipment. The Customer requesting an acceptance procedure shall indicate to ALDES the nature of the tests required. Fees for acceptance agents and the cost of inspection certificates shall be assumed by the Customer.

In the event of absence of inspection agents on the day agreed upon for testing, the goods shall be deemed accepted on a final basis once they are loaded at the plant. In the event that, following delivery, the characteristics or performance of equipment are contested and require measures to be taken by ALDES, the Customer shall assume all costs incurred by ALDES.

12. CLAIMS – ORDER CANCELLATIONS – EQUIPMENT RETURNS

12.1. Claims

As provided for in Article 6 above, claims involving shipment must be filled with the carrier by the Customer in accordance with standard rules and a duplicate sent to ALDES.

Claims involving quantities or weights are solely acceptable if submitted in writing eight (8) days of the arrival of the goods at their destination and above all, prior to conversion or installation.

Claims involving quality are solely acceptable if submitted in writing within fifteen (15) days of arrival of the goods at their destination. In the event that a claim is acknowledged by ALDES to be warranted, its liability is limited to the replacement of the part deemed to be defective and no other claim may be made for any other compensation whatsoever.

Goods to be replaced shall be returned in their entirety to the ALDES plant. Any exchange or return must be made via ALDES's usual carriers. The responsibility for any departure from this rule shall be assumed by the Customer.

12.2. Order cancellations

Any cancellation of orders by the Customer engages the Customer's liability. The Customer may solely cancel orders with the express prior agreement of ALDES, subject to the provision that the Customer at least takes delivery of the equipment manufactured and compensates ALDES for expenses and loss of earnings for equipment currently under production.

12.3. Equipment returns

No returns of equipment are accepted, except in exceptional cases after obtaining authorization in writing from the ALDES sales department. The return of equipment solely concerns goods at the current price, in their original packaging and in good condition, with shipping costs being assumed by the Customer. Any returns received by ALDES without prior authorization in writing will be refused and returned to the sender at the sender's expense.

Return costs are charged at a minimum of 20% of the invoice price (and never less than 50 €), even if the equipment is in perfect condition for reuse. Devices manufactured to order may in no event be returned or exchanged.

12.4. Return of equipment for after-sales service

The return of equipment for after-sales service will solely be accepted if given prior approval in writing by ALDES, evidenced by an incident form signed by the ALDES after-sales service department, which must always be attached to the package containing the returned equipment. Any after-sales service returns arriving to the ALDES plant without an incident form will be refused and returned to the sender at the sender's expenses.

13. GUARANTEE

13.1 Perimeter of the guarantee

ALDES's guarantee is limited to the management of the product components found to be defective by ALDES's services, excluding any costs of labor on business travel.

For any product returned under warranty in the ALDES workshops, ALDES will repair it by replacing defective components or, following his own initiative, will fully exchange the returned product.

In the event that repairs take place on the installation area, ALDES will bear the costs of the needed parts and in no case the costs of labor and travel fees linked to the replacement. ALDES will not cover any compensation by way of damages.

13.2 The duration and starting point of the guarantee

All the products are guaranteed for 2 years from the date of ALDES's invoice to his Client (except for special conditions on services) against any defects in workmanship or materials, from the moment the product has been installed and maintained according to the rules and in compliance with ALDES's recommendations.

In no event shall the date relative to the end of the warranty exceed more than 30 months the manufacturing date identified on the product (except for special conditions of offer of Services).

The tanks of the balloons of thermodynamic systems are guaranteed for 5 years per part, the remaining components are guaranteed 2 years.

13.3 Warranty and liability limits

The incidents due to the absence or failure of the power supply, the obvious maintenance failure, the implementation that isn't in accordance with the recommendations of installation and use of ALDES, are excluded from the ALDES guarantee.

The warranty does not apply to:

- Incidents involving unforeseen or force majeure cases,
- Replacements or repairs resulting from normal wear and tear of the equipment,
- Replacements or repairs resulting from damage or accidents arising from negligence, alteration or failure to install, maintain or monitor,
- Replacements or repairs resulting from abnormal use, transformation not validated in writing by ALDES or not in accordance with ALDES requirements or notices,
- If the customer is not up to date on payments on the defective product,

Replacement of parts or product during the warranty period may not extend the initial warranty term of the product.

In addition, ALDES is not obliged to repair damages caused by the purchaser or third parties. Under no circumstances shall ALDES be liable to compensate for immaterial and/or consequential damages, such as commercial damage, operating or profit losses.

Furthermore, the guarantee of a product or component does not entail any recognition of ALDES's liability. In the event of an accident, the concerned product must be kept within the victim's territory for contradictory expertise.

In the event of ALDES not being informed of an accident involving one of its products, it will be up to the buyer to undertake the consequences of the recovery under warranty of the product.

13.4 Return of products under warranty

Product returns made under the guarantee will only be accepted if they are the subject of prior agreement by ALDES, materialized by the issuance on a specific after-sales return voucher.

The returned product must be accompanied by this return voucher and clearly visible on the parcel. Any return within the scope of the warranty arriving at ALDES without a duly completed incident card will be systematically refused and returned to the sender without processing.

The cost of transporting defective equipment or parts, as well as the return of equipment or parts repaired or replaced, are at the expense of the customer, as well as the travel and subsistence costs of ALDES's staff in case of repairs on the place the installation.

13.5 Spare parts

The supply of spare parts essential to the use of ALDES products is ensured for a period of 5 years from the manufacture date of the latter.

The supply of spare parts essential to the use of ALDES NF PAC products is ensured for a period of 10 years from the date of manufacture of the latter.

The spare parts suggested by ALDES are guaranteed 1 year from the date of invoice, subject to an installation complying with the standards in force and a use complying with ALDES's recommendations.

To enforce the warranty, the parts must be returned in accordance with the after-sales procedure described in section 13.4.

14. APPLICABLE LAW – COURT JURISDICTION

All operations covered under these EGSTC are subject to French law. ALDES and the client commit to try to amicably solve any dispute that may intervene between them in the event of difficulties arising from the present general terms and conditions of sale.

ANY DISPUTE SHALL BE REFERRED SOLELY TO THE COURT HAVING JURISDICTION OVER THE REGISTERED OFFICE OF ALDES EVEN IN THE EVENT OF THIRD-PARTY PROCEEDINGS OR MULTIPLE RESPONDENTS, UNLESS ALDES PREFERS TO CHOOSE ANOTHER JURISDICTION, INCLUDING THAT OF THE CUSTOMER'S REGISTERED OFFICE OR THAT OF THE LOCATION OF THE GOODS.

15. FINAL PROVISIONS

These general terms and conditions of sale are written in French and translated into English.

In the event of a conflict of linguistic interpretation between the provisions of these general terms and conditions of sale and those resulting from a translation into any other language, the French version shall prevail over any other version.

If, as a result of a legal, regulatory or jurisprudential provisions, certain articles or sub-articles of these general terms and conditions of sale are void or invalid, the remaining provisions will continue to produce their effects between the parties which, shall however, in the present general terms and conditions of sale, insert the clauses to allow normal execution to their reciprocal satisfaction.