



GENERAL SALES CONDITIONS FOR PROVISION OF A SERVICE

I - GENERALITIES

All our provisions of a service are submitted to the hereunder general conditions, which are an integral part of our offer and which will be taken up during the setting up of the contract or order.

Our provisions of a service can be audits, inspections, assessment, diagnostics in the aim of approval.

Any printed or hand-written clause, against our general conditions, whatever its nature or its origin is, can never be us objected, except when we formally agree with.

Our offer defines the scope of service, which sub-system or system, system of reference, the assessment plan, competent entities and choice of Coordinator-evaluator who will be involved in achieving the assessment.

II – CARRYING OUT CONDITIONS

The main provisions are hereunder reminded:

-The customer will authorise possible intervention in his premises of the permanent staff and the staff acting for our account within the framework of the assessment plan.

-The customer will put at CERTIFER disposal the products submitted to the assessment plan and will assure their replacement in case of deterioration for the periods compatible with the going on of the plan.

-The customer should also put to our staff disposal premises necessary to achieve our works in normal conditions.

These premises must be fed with lighting, force, compressed air, provided with heating and protected against bad weather and special risks.

-The customer will grant to our representative the use of a telephonic post for the mission strict necessities.

The places where the service will be provided have to present sanitary conditions required to allow our staff to work normally.

Our staff could not be forced to use machines or devices which would seem defective or would not present the safety conditions required by the legislation in force.

-The customer will assure the safety measures relative to the working conditions in order our staff to act on our behalf.

-The Agency and the customer immediately have to communicate each other any modification arising during the carrying out of the mission which relates:

- ☐ to the persons entitled to commit,
- ☐ to changes in Legal forms,
- ☐ to changes in Trade Form,
- ☐ to changes in the Head office location,
- ☐ to changes in the registered capital.

They also promise to immediately inquire about any recovery or compulsory liquidation.

The parties will transmit all announcements by registered letter with acknowledgement of reception.

III - PARTICULAR CONDITIONS FOR FIT FOR USE TESTS

The customer must assure that he received the information about particular conditions for fit for use tests of the product object of the order and he promises to conform to these conditions.

IV – PERIOD OF COMPLETION

The period of provision of a service planned by the schedule is always a predicted one and begins being taken into account from the date of the reception of the contract or order.

No fine can be due to delay in the completion or progress of started provisions of a service, new schedule being fixed unanimously between the customer and the agency.

V - HITCH AND MODIFICATIONS IN THE COMPLETION COURSE

The parties will inquire about any event susceptible to change the schedule being carrying out. That's why if our staff is obliged to wait to begin the

provision or to interrupt it for reasons not resulting at our own, or if, as a matter of fact of the non-execution of preliminary documents, time is prolonged, or if, at least, a not planned provision at contract placement is asked by the customer, the time of additional completion and the corresponding movement allowance will be the object of a price amendment to the contract and will be charged besides the original price.

VI – CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Our staff has to keep secret all information collected during the assessment achievement.

We promise to respect the customer conditions to assure confidentiality and safety.

All received or sent studies, plans and documents within the framework of the contract completion remain ours. They must be returned to us when asked. We keep the entire intellectual property of our studies, calculations, processes which are confidential and which can not be communicated or used without our written agreement.

The customer promises to take all necessary disposals in order, particularly his staff, to respect confidentiality.

VII - RESPONSIBILITIES - INSURANCES

1) Responsibility - Insurance for the period before the end of the achievement

The customer will support without appeal against us the consequences of physical, material or immaterial, direct or indirect damages, that can affect his staff, his possessions, the product to assess, because of the completion, whatever the cause and the place these damages happen.

He will support the consequences of damages sustained by us or our staff because of the contract achievement in his premises.

The customer will make sure that his insurance policy covers the above-defined risks.

This policy must contain a clause by which the applicant gives up any appeal against our staff and us.

2) Responsibility - Insurance for period after the end of the completion period

The report issued after CERTIFER provision of a service can not wholly or partly exempt the customer responsibilities that he may have to incur because of design, manufacture or use of the assessed product.

The customer has to contract an insurance policy with one or several companies covering the damages consequences and the accidents caused by the product.

VIII – PAYMENT TERMS

1) Price

Our prices get duty-free. They are firm and not revisable for a period of one year from the offer issue.

Our conditions correspond to provisions of a service specified in our offer and that will be taken up in the contract.

Any modification in initial contract specifications will be the object of an amendment, which will be negotiated between the parties.

If the period is upper than one year, one or several prices for the provision of a service remaining to charge will be revisable according to the formula below:

$$P = P_o (0.15 + 0.10 \text{ Psda} + 0.75 \text{ S})$$
$$P_{sdao} \quad S_o$$

P_{sdao} = Various products and services A; Known index at offer time

P_{sda} = Various products and services A; Known index at invoicing time

S_o = Wages index for metallurgy industries; Known index at offer time

S = Wages index for metallurgy industries; Known index at invoice time

If indexes considered as the basis for the price determination must be modified in their principles or disappear, CERTIFER would adopt with the customer agreement a new revision formula similar to the one adopted.

2) Payment

The contract will only be completed only after payment of a deposit at order placement paid by bank transfer and representing 10 % of the total amount of the order including of the VAT.

The predicted schedule completion will underline milestones corresponding to ends of carried out tasks leading to provision of a service reception.

The spreading of invoices will be made according to the payment terms appearing in the offer that will be connected to the above schedule.

Invoices emitted by CERTIFER will be paid in a 30 days period after their emission date.

An interest for delay at the legal rate of 1.5 times the current legal interest rate will be asked for each amount that will not be paid in time.

IX - PROVISION OF A SERVICE REPORT ISSUE

The provision of a service report may be issued in respect of the law and CERTIFER applicable procedures.

X - ALLOCATION OF JURISDICTION

In case of dispute, the parties agree to settle during private negotiations all the differences which could have happened.

However if they remain, the parties agree on the fact that they are governed by the French law and carried to Valenciennes's commercial court which is the only one to be competent.