

Clients are reminded that the present standard terms of sales apply exclusively to all orders made to
GEKATEX SAS, named as the "Seller"

1 - SCOPE

- 1.1. The Seller is designing and manufacturing technical wipes and Polishing solution (the "Products") used mainly in the car manufacturing industry, the Aerospace, Electronics/High Tech, Medical, Nuclear and Life science industry. He is also supplying "Services" for the design of chemical products at the request and under the Clients' own specifications.
- 1.2. The present standard terms of sale shall apply to all commercial and technical offers communicated to Clients for the supply of these Products. Regarding the content of such Products, the Seller is appointing specialized contractors in the field of chemical treatment for their design and their formulas integrated to Products remain in the ownership of contractors.
- 1.3. At receiving these sales terms, the Client is deemed to have acknowledged and accepted such terms, to the effect that all orders transmitted to the Seller, shall be exclusively subject to the present terms, and that no conditions of a Client, nor any document supplied by him except those expressly accepted by the Seller, nor any modification to the initial offer of the seller that was not accepted, nor the inspection or payment of the Products, are capable of being construed as an implied acceptance of a Client's standard terms.

2- QUOTATION

- 2.1. Quotations are valid for a period of four (4) weeks.
- 2.2. The terms of every order are subject to the prior communication of the full and accurate specifications or mandatory regulations, including any express destination or legal requirement which may infer upon the compliance of Products and the conditions necessary for the marketing of the products at destination. Failure to supply such information shall give the Seller, the right to exclude his liability for compliance.
- 2.3. Each order is subject to the written acceptance by the Seller, and the Client keeping a proof of receipt.
- 2.4. The Seller can accept any order in whole or in part.
- 2.5. Any destination or use of the Products which is not specified under the terms of an order, any additional works, study, prototype, design, experimental works made at the request of the Client or following the Seller's advice, shall be invoiced as additional services at current prices.
- 2.6. Should the Seller consider that an order for Products or Services could not achieve the objectives specified by the Client, he shall be entitled to offer alternative solutions, providing however that they are invoiced as additional Services.
- 2.8. All additional costs not accounted for and related to an order, can be invoiced as additional Services.

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3- DELIVERY

- 3.1. Prior to shipment of any machine, the Client shall inform the Seller of any requirement necessary for shipping and clearing the Products. These Products are prepared and packed for export shipment in a manner to comply with carrier regulations and prevent damage or deterioration during handling, shipment and indoor storage until destination, providing that the Client has transmitted all due and accurate information.
- 3.2. Deliveries are always defined by reference to ICC incoterms 2010. Risks are transferred to the Client on delivery, and on default of an agreed incoterm, to the first carrier.
- 3.3. Unless otherwise agreed in the order, deliveries within metropolitan France are made, are according to ICC Incoterm 2010, (DDP), loaded, named place. Otherwise, deliveries are made FCA, our warehouse at (town or platform) – France.
- 3.4. All deliveries are made within agreed periods, save in exceptional circumstances or force majeure events including but not limited to acts of God, war, riot, act of government, fire, flood, epidemic, quarantine restriction, freight embargo, strike or unusually severe weather, and delays or third parties, suppliers or sub-contractors, and that the place where a machine is due to be installed, is accessible and adequate. In such cases, the time for delivery shall be extended of such period, unless the parties agree both to cancel the order. In all instances, no delay can give any right to damages or liquidated damages against the Seller.

4 - INSPECTION

- 4.1. Unless otherwise agreed in the order, the Client shall inspect the machine within a maximum period of five (5) calendar days from arrival at destination, and he shall send a notice by Email in order to notify that inspection was effectively carried out.
- 4.2. Failure to carry out this inspection and notify the Seller by Email, of a compliant delivery or any default documented by a detailed account of defective Services or Products, they are deemed to be compliant with the order with the consequence that the Client shall be precluded from claiming anything under the contractual warranty.
- 4.3. Should a Client notify any defect following inspection of Products or Services, the Client’s sole remedy shall be to have replaced defective Products or Services.

5 - Prices

- 5.1. The Price indicated in quotations is defined in Euros (€). Should price be indicated in any other currency the payment must be executed in the currency indicated in the quotation. In case the payment is not executed in the currency indicated in the quotation exchange rates and bank fees are charged to the Client.
- 5.2. The price does not include any withholding tax regarding Services made outside the EU, nor

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any Ecotax, taxes, VAT or sales tax applicable at destination.

- 5.3. The Price of Products or Services shall not include any assignment of any intellectual or industrial property rights owned by the Seller, except under a separate agreement.
- 5.4. The Price of Products or Services can be modified by the Seller following any increase in the production costs. Or additional Services which could be required. The adjustment can be made each month after notification to the Client.

6 - Payment

- 6.1. Payments are due in Euros (€) at the Seller's bank and deemed to be made when credited in full, except if another currency has been indicated in the quotation.
- 6.2. Unless otherwise stipulated in writing, payments are made as follows: (i) 50% as down payment on order by SWIFT transfer, (ii) and the balance at 30 days from invoice date, according to the order, either by indorsed draft, by documentary credit according to RUU 600 or by Stand-by letter of credit on a first rank bank.
- 6.3. A payment on time is a paramount obligation of Clients. Therefore, any delay from the date agreed in the order, may be subject to the application of an interest for late payment, calculated from the day following the due date for payment at the rate of the ECB (European Central Bank) + eleven per cent (11 %) per year on the unpaid balance of the invoice, starting from the due date. A fixed fee of forty (40) Euros shall be due on each late payment's invoice.
- 6.4. The Seller shall also be entitled, at his sole discretion, to offset any amount made against any current debt and to request the immediate payment of all sums due without incurring any liability as a result.
- 6.5. Reservation of title over the machine or services shall take place only once full payment is credited on the Seller's bank account.

7 - WARRANTY

- 7.1. The Seller warrants that the Products are complying to its description and specifications and that Services are delivered in compliance with the quality currently offered in France.
- 7.2. This warranty is valid for six (6) months starting from the inspection of Products or receipt of Services.
- 7.3. The Seller excludes from his liability, any defect arising out (i) any specification or destination of the Product or Services which were not expressed in the order, (ii) any misuse of the Product or Services, (iii) inadequate modifications by the Client or any third parties, which were not authorized by the Seller, (iv) any omission or refusal of the Client to comply with the Seller's instructions, (v) any deterioration of the machine resulting from an environment which is not appropriate or lengthy, (vi) or the integration of third party substances.

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- 7.4. En présence de défauts, la seule obligation du vendeur sera, à la seule option de celui-ci, (i) de remplacer les produits ou de corriger les prestations non conformes, tous les frais d'expédition, de déplacement et de transfert de personnel sur place, de démantèlement ou de réinstallation de tout équipement étant à la charge du client ou (ii) d'émettre un avoir pour les prestations non conformes ou non effectuées.
- 7.5. Should the Products or Services be found defective, the Seller's sole obligation shall be either (i) to repair or correct the non - conforming Products or Services, all shipping expenses, travel costs and expenses for the personnel on site, disassembling or installation costs of any equipment be at the charge of the Client or (ii) to issue a credit note for the default or defective Services.
- 7.6. When claiming, the Client shall notify any default by Email within a period of three (3) calendar days following the discovery of the default, followed and confirmed by international courier, and in each case, keeping a receipt of such notice.
- 7.7. Should the Seller be found liable under the agreement or for negligence by an arbitrator or a court, in no case the Seller shall be liable for any indirect damages that could result. In all cases, the Seller shall always be limited to the amount of Products or Services delivered and paid by the Client.

8 - IP RIGHTS – CONFIDENTIALITY

- 8.1. The Seller is a company with a known expertise in the industry and valuable know how and IP rights property rights.
- 8.2. Research and innovation being at the core of the Seller's company, the Client undertakes to keep strictly confidential all information nor data concerning the quotations, orders or any technical data, know-how, ideas, services or commercial data communicated by the Seller. This obligation of confidentiality shall remain during the negotiation and the performance of the orders and three (3) years following the last order.
- 8.3. The Client undertakes not to interfere, cause nor facilitate any breach or infringement as regards any IP right of the Seller. Accordingly, the Client is forbidden to file in his own name or through a third party or another entity, any innovation of the Seller or any IP right regarding the design, the performance and the marketing of the Seller's Products or Services.

9 - CANCELLATION - RETURN

- 9.1. Should an order be cancelled, under whichever circumstances, the Seller shall retain all sums already paid by the Client, and retained them as part damages for the losses incurred, without prejudice of any claim for damages.
- 9.2. The Seller is entitled to cancel any pending order following any default payment, even only in part, or when the Seller considers that a Client's financial status or liability has become

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materially impaired. In such cases, the Seller is entitled to request the immediate payment of the Products and Services, even partly performed and any other pending order could be paid immediately. The Seller shall not be subject to any claim for direct or indirect damages as a result, nor be sued for the non-performance of his own obligations for the above mentioned reasons.

- 9.3. Should Products be returned, the Seller shall apply a discounted price for effective use or not compared to the initial invoiced price.

10 - APPLICABLE LAW - DISPUTES

- 10.1. In the event of any inconsistency between any part of these terms, and any other documents used in relation to them, the priority of documents shall be resolved by giving precedence to (i) the terms of the order accepted by the Seller, (ii) the specifications and applied standards (iii) the present terms.
- 10.2. In case of translation of these Terms, the French version shall prevail.
- 10.3. The present terms and subsequent contracts are subject to French law.
- 10.4. The Client expressly agrees that all disputes arising out of the present terms shall prior be submitted to the mediation of CMAP in Paris (web site <http://www.cmap.fr>) for a maximum period of one (1) month.
- 10.5. Then, should the mediation fail or be avoided, the parties agree either (i) to submit their dispute concerning, but without limitation, the conclusion, validity, construction, performance, non performance or termination of any such Terms or subsequent contract,
- Soit au tribunal de commerce du Vendeur à Lille (France) dès lors que le Client a son siège ou son adresse habituelle dans l'UE ;
 - soit à l'arbitrage de la CAREN, à Lille , en France dès lors que le Client a son siège ou sa résidence hors UE, par un (1) arbitre. Le Client accepte que la sentence sera finale et définitive et qu'il s'y conformeront rigoureusement. La langue de la procédure d'arbitrage sera le français. Il sera statué sur le litige conformément au droit stipulé à l'article 10.3.