

GENERAL TERMS AND CONDITIONS OF SALE

APPLICATION

TSA agrees to sell, the Client agrees to buy the Products subject to the provisions of this agreement to the Terms and Conditions. The Client agrees to buy at the Purchase Price listed in accordance with the Payment Terms and Conditions.

This Agreement, including the Terms and Conditions, constitutes, the entire agreement between parties with respect to the subject matter of this agreement and supersedes all other agreements, understandings and communication, whether written or oral.

This Agreement, including the Terms and Conditions, may not be amended except in writing and signed by both parties.

ORDERS

Orders placed with/taken by our agents or representatives, as well as those addressed to TSA offices, are non-binding until an order of confirmation has been sent by TSA.

Once an Order of Confirmation has been sent the contract is considered binding. However, any order form commits the Client as soon as it has been issued.

Should a deposit be required, the order shall only be valid once the deposit has been received by TSA.

TSA Products are manufactured in accordance to the technical characteristics communicated to the client within the framework of the commercial offer.

The supply of these Products is carried out in conformity with the written specifications provided by the Client beforehand.

The Products are intended to be integrated into an industrial, commercial, technical, and production process by the Client, the details of which are known only by the latter.

The Client has the information and skills necessary to ensure the suitability of the Product ordered for existing or proposed facilities, or for the type of substances with which TSA Products will be in contact.

Prior to placing an order, the Client undertakes to provide TSA with all pertinent and useful information concerning the environment in which the Products shall be installed.

Similarly, the Client agrees to read the technical data concerning the Products and by ordering confirms, that they were able to assess whether the Product meets their specifications and if they are compatible with their own production.

Depending on the request made, the commercial offer may stipulate a number of technical specifications, and specifications for use, adjustment, and so forth.

The Client agrees to carefully examine all of these elements to ensure the suitability of Products to their requirements, in compliance with the maximum permitted levels that would have been identified on the offer.

The Client may request changes within the general scope of the agreement on the orders. Any modifications must be validated by both parties.

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The Client is solely responsible for the suitability of the technical specificities of the Products ordered to their needs concerning the integration of said Product in their industrial process.

The Client undertakes to specify in their order the intended use of the Product as well as any technical, physical or other specificities of the Products or installations in connection with the order.

When drafting the commercial proposal, TSA reserves the right to question how the Products are to be used, specificities of the installation, and so forth.

The Client undertakes to provide all the pertinent information necessary for the establishment of the offer.

Based on the technical information provided, TSA reserves the right to establish technical recommendations which the client agrees to implement. Otherwise, we decline any liability and the Client will have to compensate any consequential loss to TSA resulting therefrom.

The client undertakes to ensure the regular maintenance of the Product under their responsibility in accordance to the recommendations outlined in the documentation to be provided by TSA.

PLANS/ STUDIES AND INTELLECTUAL PROPERTY RIGHTS

'Trade Secret' shall mean any information, including but not limited to a formula, pattern, compilation, program, device, method, technique or process. All 'Trade Secrets' are the property of TSA and may not be copyrighted, trademarked or patented by the Client; nor may the Client copy confidential information without the consent of TSA.

The Design Data (including but not limited to specifications, drawings, estimates, quotations, illustrations, blueprints, maintenance manual, literature and other digital electronic or printed material, papers and documents, shall remain TSA's property. TSA reserves all proprietary and authorship rights. This Design Data may not be copied reproduced transmitted or communicated to any third party without the written consent of TSA, except to the Client's employees who are required to use the Design Data as part of their duties. The Client also undertakes to ensure these employees respect this clause for a period of 20 years starting from the order date.

PRICES

TSA's prices are fixed and include any negotiated discounts. Prices DO NOT include (a) taxes payable (b) shipping or other transportation charges. Packing and delivery terms shall be specified in the offer.

If particular commercial conditions are to be negotiated, they will be subject to a written agreement between the parties.

TSA commits to a fixed price valid for one month from the date of issue of the commercial proposal, this rate being dependent on the cost of raw materials and therefore subject to revision.

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TSA prices are exclusive of duties, taxes and other levies. Any duties, taxes, levies and stamps that TSA would have to pay on behalf of the Client will be re-invoiced, whether they are the result of increased duties, taxes and levies or new duties, taxes and levies.

In case the quoted price includes transport costs, any increases in these costs occurring before delivery shall be borne by the Client.

Any modification of the specifications by the Client after the Order has been sent, may be subject to a tariff adjustment and shall be subject to our agreement.

TIME LIMITS

All delivery dates are approximate, and are based on the current availability of materials, present production schedules and the prompt receipt of all necessary information. TSA shall not be held liable for any delays and reserves the right to deliver all Products ordered. The Client agrees to accept delivery and to pay the price under the conditions agreed.

DELIVERY

TSA does not guarantee in any way the means of transport, including 'free of charge' delivery or return. Products are dispatched and transported at the risk of the buyer. Unless otherwise stipulated, TSA always ships using the lowest freight rates.

Special customer packaging and/or delivery will be furnished only when specified and the cost shall be borne by the Client.

Delivery of Products is deemed to have been established once Product been loaded onto the first carrier's vehicle.

TSA is authorised to make full or partial deliveries.

Delivery will only be made once the client has fulfilled all their obligations towards TSA.

COMPLIANCE WITH THE ORDER - RECEIPT

Receipt of Product takes place at the delivery of the Products to the carrier.

The Client is obliged, at their own expense, to proceed to the receipt of Product by verifying or having verified the apparent condition of the Products, the compliance of the Product with the order, the absence of apparent defects and the number of Products at the time of receipt.

Any reservation or dispute relating to defects and/or damage resulting from transportation of the Products, must be indicated on the delivery note and be confirmed to the carrier within three days, by registered letter with acknowledgement of receipt with a copy for TSA's.

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Any reservation or protest relating to the compliance of the Products or any apparent defects must be mentioned on a duly signed acceptance report and be confirmed in writing within 8 days of the delivery of the Products.

TSA will acknowledge receipt within 15 days.

If we do not return within this period, reservations and protests must be sent to TSA by registered letter with acknowledgement of receipt within one month.

If these conditions are not met, the goods are considered to be compliant.

After this period, TSA cannot be held responsible for any lack of compliance or apparent defects.

No compensation can be claimed, without TSA's express agreement, between a contingent claim and invoices due.

No return of Products will be accepted without TSA's prior consent in writing.

RESERVATION OF OWNERSHIP

The transfer of ownership of the sold goods is postponed until their price has been paid in full. The Client nevertheless assumes the risks as soon as the goods are made available.

In the event the Client's account becomes past due, TSA reserves the right to repossess the delivered Products. TSA's right to repossess may be exercised indiscriminately for the amount remaining unpaid on all Products sold by TSA and still in the Client's possession.

In the event of a cancellation of the sale, TSA will retain the deposits that may be paid as damages, without prejudice to any other request.

PAYMENT

Subject to specific conditions, the Products are payable within 30 days from the dispatch date.

The starting point for any delay in the payment of TSA's invoices is the date of dispatch of the Products or their delivery in the event that the Client assumes responsibility for providing the transport.

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Failure to pay a fraction of the price at the end of its due date would automatically and without notice lead to the following consequences:

- a) The sums due will incur interest at the discount rate agreed in TSA's commercial agreement, and cannot be lower than the rate of the European Central Bank increased by 10 points, in addition to the recovery compensation of 40 Euros.
- b) The Client will be required to reimburse TSA all the costs incurred due to the non-payment, including the costs of banking, protest and stamps;
- c) The payment of any sums due by the Client shall become immediately payable, even if they have been the subject of accepted bills;
- d) All sales TSA has concluded with the Client automatically terminates twenty-four hours after receipt of a registered letter stating TSA's intention to terminate. Partial payments made prior to this termination shall remain TSA's property.

If there is any change in the Client's situation - incapacity, death, transformation or dissolution of a company, sale, contribution or transfer of business in any form whatsoever, recovery or liquidation - TSA reserves the right to terminate all or part of the sales concluded.

RESPONSIBILITY - GUARANTEES

Unless expressly specified in the order, TSA does not guarantee the suitability of TSA products to fulfil the purpose for which the Client intends them. In the absence of specific express agreement, the choice and controls of TSA products are the responsibility of the ordering parties, designers and builders, who are solely responsible for making the finished assembly fit for the use for which it is intended. Any technical assistance that TSA provides meets the duty to give advice and to inform due by any manufacturer concerned with the proper use of its products, but can never make TSA a co-designer or co-manufacturer of the finished assembly in which its Products are used.

1. Warranty Terms:

To the exclusion of all other provisions more favourable and notwithstanding the Warranty Terms of the Products as defined by the Civil Code concerning hidden defects, the Guarantee of Conformity, we guarantee the functionality of TSA Products and their material or manufacturing defects recognised after examination by TSA's technical services under the following conditions:

- hidden defects, 12 months from the delivery of the Product,
- guarantee of compliance, within 8 days of the delivery of the Product.

2. Conditions of Implementation of the Guarantee

The Client will send to TSA, under penalty of foreclosure, within the warranty period and no later than 30 days after the discovery said defect, a registered letter with acknowledgement of receipt for the communication of evidence of defects found, and supporting evidence.

In the event that TSA is held liable, TSA's compensation for the damage will be limited to the replacement of the defective item, excluding labour costs, operating losses and any other damages.

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3. Warranty Exclusions

Any defects or deterioration caused by normal wear and tear are not covered under the warranty, interference with the Products that is not consistent with the intended purpose, negligence, misuse, or use not consistent with the normal use of the Products, non-compliance with the assembly instructions and the documents provided, insufficient or non-existent maintenance and/or an accident resulting from mishandling or misuse.

Similarly, TSA is not responsible for any defects in Products resulting from a lack of information or incorrect information on the constraints of the site, the technical, physical or other specificities of Products or facilities related to the Products ordered.

FORCE MAJEURE

Upon the occurrence of any of the events listed below or any other case of force majeure, we reserve the right to suspend order fulfilment in whole or in part, until the said event ceases to have effect or to terminate orders not yet delivered, without damages:

- strikes of all types affecting ourselves or our suppliers,
- breakage of machinery or equipment, whatever the cause,
- fire, flood, lightning, attacks, acts of terrorism, wars and epidemics.
- Termination of or decrease in our supply of energy or raw materials.

DATA PROTECTION

TSA attaches great importance to the protection of Client data and TSA undertakes to preserve that protection in accordance with the provisions of the law in force.

TSAe only communicate said data to third parties involved in the delivery and processing of the Client's order.

TSA saves and processes only the data necessary for the satisfactory fulfilment of the order, to improve our offers, and for TSA commercial exchanges. The Client can, in any case, and at any time, exercise the right of opposition to TSA Inox –Rue Jules Py – 88210 Moussey - France.

Upon receipt of the opposition, TSA will cease to use the data for purposes other than the processing of the order.

ATTRIBUTION OF JURISDICTION

In case of dispute, the competent courts of the town of EPINAL will have sole jurisdiction, even in the event of the introduction of third parties, summary, or an action to enforce a warranty, only French law shall apply.