

## GENERAL CONDITIONS OF SALE AND OPERATION

Our sales, operations and provision of services are subject to these general conditions, which overrule any purchasing conditions, unless otherwise stated by us in writing and specified in our proposal.

### **Article 1: Constitution of the contract**

Our proposal defines the special conditions that may complement or modify these general conditions. It remains valid for one month from the date of dispatch and must be signed by the buyer to form a contract between the parties, subject, where applicable, to the payment of the deposit provided for in the special conditions.

In the event of acceptance of the proposal by the client, the company reserves the right to fulfil this order with a sub-contracting agreement, a co-contracting agreement, or a service contracting agreement.

In the case of an order received from the buyer, this must receive express acceptance on our part. The document accepted, with or without modifications, as the case may be, will in this case constitute the special conditions.

For sales of materials, goods or supplies and in the absence of a prior order, the delivery note shall be taken to constitute a letter or purchase order and therefore constitute the written contract of sale between seller and buyer, enabling the seller to exercise his right of recourse against the buyer.

For services provided in our workshops, and in the absence of a prior order, the delivery note shall be taken to constitute a letter or purchase order and therefore constitute the written work contract.

The renunciation, express or implied, by the PREZIOSO LINJEBYGG company, of one or more clauses figuring in these general conditions, has no influence on the validity of the other clauses, and therefore is not equivalent to an undertaking by the PREZIOSO LINJEBYGG company not to make future use of these clauses. If one or more clauses is declared inoperative or null, in whole or in part, or is set aside, the validity of the other clauses will not be thereby affected.

### **Article 2: Confidentiality**

Studies, drawings, preliminary projects, technical solutions, quotation and documents submitted or sent by ourselves, remain our property, even when drawn up in collaboration with the buyer.

Except with written authorization on our part, they cannot therefore be revealed or communicated to third parties for any reason by the buyer, on pain of damages.

### **Article 3: Execution times**

The place of operations must be accessible at the starting date and the preparatory work completed so that operations can begin. The completion period specified in the proposal signed by the buyer does not commence until the date when we are in possession of the administrative authorizations, technical documents and necessary elements provided for in the contract. In certain cases, the special conditions set the date of the start of operations. Except where expressly agreed, completion periods are given only as a guide.

Apart from cases of force majeure, these periods may be extended in the event of bad weather, strike action by our suppliers or carriers, strike action by our own personnel or in case of unforeseen or supplementary operations. The weather is held to be bad when the conditions of application defined in particular by the supplier of the product do not obtain (hygrometry, temperature, dew point, wind, etc.).

Any eventual penalties for late delivery may under no circumstances exceed 1/3000<sup>th</sup> of the total contract value per working day late and within the limit of 5% of the total contract value.

### **Article 4: Execution of the work**

The work is carried out either for a lump sum or against purchase notes at unit prices. The work will be carried out in accordance with the technical prescriptions provided for in the proposal signed by the buyer to form the contract and in accordance with the rules of good practice of the profession. The quantities shown in the quotation are approximate. To draw up the invoice, only the quantities actually used will be taken into account.

We reserve the right of call upon sub-contractors of our choice, your agreement to this document constituting approval of these. Our company nevertheless remains solely responsible to you for the whole of the work.

### **Article 5: Sales of supplies**

All the materials, goods and supplies sold, of whatever nature, are taken to be approved by the buyers provided that the

latter have made no observation at the time of collection or the time of delivery as the case may be.

All the materials, goods and supplies, even those dispatched carriage paid, are carried at the expense and at the risk of the buyer.

In case of delivery, the recipient is under an obligation to take all necessary steps to ensure that our vehicles can reach the place of unloading without danger or risk. The recipient is responsible for any damage caused to our lorries and/or our property deposited on the site in advance.

We decline all responsibility for delays or suspension of delivery due to causes beyond our control, such as: difficulties of delivery, inadequately equipped site of destination, strike action in our establishments or in those of our suppliers, our carriers, or any other company whose collaboration is necessary to us, lack of raw materials or transport equipment, drop in electric power, breakage of tools, fire, or any case of force majeure.

### **Article 6: Reservation of ownership**

For goods to which this provision is applicable, the seller retains ownership of the goods sold until effective payment of the whole price, both principal and ancillary charges. Default on the payment at any one settlement date entails liability for claims on the goods.

By express agreement, our company retains ownership of the work done until effective payment of the full price of the work.

These provisions do not constitute an obstacle to the transfer to the buyer, immediately on delivery, of the risks of loss of or damage to the goods sold as also of the responsibilities associated with any damage that they might cause.

### **Article 7: Price conditions**

Prices are given net and binding under the economic conditions in force as of the month preceding the proposal. Prices thus stated apply only to a single operation on the place of execution of the work. These prices may be updated if the work starts two months after submission of the proposal, or if the number of operations is more than one for reasons out of the control of the company.

The prices may be revised for any period of execution exceeding month. The special conditions detail the formulae for calculation of revision or updating of prices.

In case of a change in the nature of the work, as also in case of an upward or downward variation of 10% in the volume of the sales or the work with respect to the quantities provided for in the initial quotation, we reserve the right to revise the unit prices of our proposal.

### **Article 8: Transfer of risk - Reception of the work**

Ownership of the work is automatically transferred from PREZIOSO LINJEBYGG to the Client progressively as the work is completed.

Reception is carried out with representatives of both parties, only on work carried out by ourselves, and at the prior request of the company. Partial reception of completed work may be requested.

Should the client fail to respond despite a final demand for more than 8 days, the client will be taken to have accepted the work without reservations.

In any event, even without final demand, the taking of possession of the work by the client, even without complete payment of the price, will be taken as acceptance without reservations.

For services provided in our workshops, the taking of possession of the product will be taken as reception without reservations. In case of taking of possession by a carrier in our workshops, the Client will be allowed 5 days to make any reservations regarding the product. By default, acceptance without reservations will be deemed.

### **Article 9: Payment conditions**

Unless special conditions apply, the price is payable at Vienne (FRANCE), net and without discount on receipt of the invoice. Special conditions may nevertheless, in cases of projects longer than one month, provide for the drawing up of monthly statements giving rise to partial payments. These monthly statements are only provisional in character. A final invoice will be drawn up at the end of the project.

An advance, the amount of which will be stated in the special conditions, must be paid at the time of the order. Where monthly statements are provided for, this advance will be deducted from the final invoice.

If settlement by draft is accepted, the draft must be received by our company within 10 days from the date of the

invoice. Any delay will be taken as a default of payment and settlement will become due immediately.

### **Article 10: Penalties**

Dispute over part of an invoice or statement does not exempt the client from the obligation to pay the undisputed part. Failure to settle any one of the interim payment that may have been granted will immediately cause all the interim payments to fall due by right of law, if the seller so wishes, 8 days after failure to react to an injunction to pay.

Any sum unpaid on the due date will give rise to payment by the client of penalties fixed at the interest rate set by the European Central Bank increased by 20 points and to the payment of a lump sum of 40 euros corresponding to the collection costs or, if the recovery costs incurred are higher, compensation equal to the amount of these fees on justification. In addition to the payment of sums due and irrespective of the damages which may be demanded of him, the buyer will be legally liable by reason of a penalty clause, for payment of a surcharge of 15% of the nominal sum claimed.

We reserve the right with respect to any contract, even one in course of execution, to demand a guarantee of payment or a deposit for an amount corresponding to that of the work.

A client who does not submit to the guarantee obligation provided for in the preceding article will be subject to suspension of the work and cancellation of the contract by his fault.

### **Article 11: Responsibility/Insurance**

The goods sold or work carried out are subject to legal provisions concerning guarantee obligations. The guarantee is nevertheless excluded:

- if the product sold or the work done which is satisfactory for normal use is not suited to the specific use made of it and this specific use was not brought to our attention at the time of the order;
- if the product sold or the work done is not used in accordance with the rules of good practice;
- if the defective result is due to normal wear and tear or to negligence or defective maintenance on the part of the buyer, or due to a third party;
- if the defective result is due to the poor condition of the substrate.

The provision of any contractual guarantee is subject to the conditions of PREZIOSO LINJEBYGG's guarantees.

PREZIOSO LINJEBYGG shall in no circumstances be held responsible for any damage, direct or indirect, successive or otherwise, material or immaterial, suffered by the Client (such as loss of production, loss of revenue, etc.). The Client forfeits all recourse against PREZIOSO LINJEBYGG in this respect.

Any removal of the guarantee ceiling requires the agreement of PREZIOSO LINJEBYGG and of its insurers. Any consequent additional premium will be invoiced to the Client pro rata.

In case of suspension of work for reasons not assignable to PREZIOSO LINJEBYGG, the associated risks to the work already carried out and the guardianship of the work site will be transferred to the Client for the duration of the suspension.

### **Article 12: Legal termination clause**

Should either party fail in the execution of his obligations, this contract will be dissolved by right of law to the benefit of the other party without prejudice to any claim for damages which might be laid against the defaulting party.

The dissolution will take place eight days after failure to react to an injunction.

### **Article 13: Settlement of disputes**

Failing an amicable settlement between the parties, any dispute relating to sales, work done or services provided, even in the event of recourse to guarantee or of plurality of defendants, will be subject to the exclusive jurisdiction of the commercial court of Lyon (France). French law alone is applicable.