

## MSA FRANCE SAS

### Terms and Conditions of Sale (TCS)

#### 1. General Remarks

The present provisions determine the sales conditions of products marketed by MSA FRANCE, (hereafter referred to as the 'Vendor'). Any order implies total and unreserved adherence by the buyer to these general sales conditions which apply in any event, exception made of all documents such as technical data sheets, publicity leaflets or catalogues issued by the Vendor and which can only serve for information purposes. Any contrary stipulation figuring on the buyer's purchase order shall nevertheless apply, together with the general or special purchase conditions. The Vendor shall not be bound by agreements that may be made by his employees unless subject to written confirmation by a person duly authorized to enter into such agreements in the name of and on behalf of the Vendor. The Vendor reserves the right to refuse or to subject to special conditions any order with regard to quantity, a composition or packaging that are different from the standard offers.

The buyer, who has noted the present TCS, expressly recognizes the balanced nature of the provisions contained therein. He acknowledges that the Vendor has forwarded all information determining his consent to acquire the Vendor's products. The present TCS are modifiable at any time by the Vendor. The modified provisions apply to orders placed as of the time of their modification. The provisions of article 1195 of the Civil Code shall not be invoked by the buyer in order to not fulfill all or part of his undertaken obligations.

The sales contract shall not be considered complete prior to the express acceptance on behalf of the Vendor, in the form of acknowledgement of receipt. However, the buyer shall not take advantage of the absence of an acknowledgement of receipt in order to abandon or modify his order without the express consent of the Vendor.

Orders, once acknowledged by the Vendor, may not be cancelled without express written authorization by the Vendor. If and when authorized, appropriate fees may apply.

The Vendor shall retain the right to modify the products that he markets (hereafter referred to as 'the Products') in any way he deems appropriate, even after the orders have been accepted, without this affecting the essential characteristics of the Products. The sale of Products is final. They will neither be taken back nor exchanged.

#### 2. Delivery

Delivery is made by the direct transfer of the Product to the buyer at the location expressly agreed upon. In any event, the Products travel at the risk of the buyer who is responsible, in case of damage or missing items, for making any claims or statements of reservations necessary and for informing the Vendor within the 24 hours following reception of the order. The Vendor shall then make every effort to assist the buyer in his claim against the transporter. The Products are deliverable in France carriage paid for any order of an amount equal to or surpassing €2000. For orders under this amount, a fixed charge of €45 for transportation will be billed. Express deliveries, transportation of dangerous goods, or special transportation requests from Buyer will incur additional transportation charges.

Delivery dates are provided for information purposes only. Delays in delivery shall in no way give rise to damage claims, nor retention.

Should the shipment be delayed for any reason beyond the control of the Vendor, the Products may be moved and stored at the risk and expense of the buyer in any other place as determined by the Vendor who shall refuse any responsibility in this respect. Meanwhile, the Vendor shall reserve the full right to terminate the sale in the case of storage of the Products for a

period surpassing one month from the scheduled date of delivery, subject to him reimbursing the buyer who is not responsible for the delay, any or all of the amount already paid, less any warehousing or handling costs.

#### 3. Grounds for Exception

Should any conflicts, labour disruptions, any circumstances such as fire, industrial action, requisition, embargo, prohibition of currency transfer, insurrection, difficulties in transportation or supplying of raw materials or components, energy usage restrictions, breakage or breakdown of machinery or other operating difficulties occur after conclusion of the contract and prevent or render difficult its execution by the Vendor or by his sub-contractors, when these are beyond the control of the Vendor, then they shall constitute grounds for exception from liability.

#### 4. Acceptance

Without prejudice to the arrangements to be made with the carrier, the claims regarding the obvious defects or the non-compliance with the product delivered and the product ordered or with the packing slip, must be made with the Vendor by registered letter with acknowledgement of receipt within 3 days of reception of the Products, under penalty of foreclosure. It shall be incumbent upon the buyer to provide all justification regarding the validity of the flaws or anomalies observed.

He shall allow the Vendor total latitude for tallying the defects and remedying them. He shall refrain from intervening himself or from having a third-party intervene under penalty of losing all rights to compensation. Supplying non-compliant Products or Products bearing obvious flaws shall in no way render the Vendor liable for more than the replacement of the Products.

No merchandise may be returned to the Vendor without his formal agreement. Any claim on deliveries should occur within 60 days from delivery to customer warehouse, after this time no claim can be accepted by the Vendor.

Returns of new products will be charged with a minimum of 15% of the initial invoice with a minimum of 40€

#### 5. Guarantee

The Products, as sold by the Vendor, are guaranteed against any material or manufacturing defect, with the exception of obvious flaws, for a duration of one year from the billing date or, for certain products, for a greater duration when expressly stipulated in the updated marketing literature issued by the Vendor. The burden of proof of the defects shall be borne by the buyer, who must provide all justifications regarding the defects observed.

The Products subject to claims must be returned in their original packaging to the Vendor after obtaining his consent, with carriage costs assumed by the buyer.

The guarantee covers, at the Vendor's option, the repair, the replacement or the reimbursement of the Products acknowledged as defective. The guarantee does not cover deteriorations resulting from abnormal wear of the Products, transportation, lack of maintenance, improper, excessive or abusive usage of the Products and generally speaking, from inappropriate environmental, storage or operating conditions.

The repair, modification or replacement of Products during the period covered by the guarantee shall not serve to prolong the duration of the Product guarantee, as is the case for any maintenance contract operation. The Vendor's responsibility regarding Product defects shall be strictly limited to the obligations thus defined and it is expressly convened that the Vendor shall not be obliged to indemnify in any way any direct or indirect prejudice whatsoever. The Buyer shall not invoke

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any litigation or return under guarantee in the interest of suspending payment due on Products.

The Vendor shall be allowed to request the buyer to suspend the sale of the Products that are part of the same lot as the defective Product for the duration of the handling of the guarantee request. Should the defect be acknowledged by the Vendor, the buyer pledges, at the request of the Vendor, to withdraw from sale all Products concerned, to return them to the Vendor or to destroy them on site and send a certificate of destruction to the Vendor. The conditions defined for the guarantee shall be fully applicable to these Products.

#### 6. Usage and safety instructions

The Buyer pledges to ensure that the Vendor's usage and safety instructions are transmitted to the Buyer's own clients. As it is a question of stationary gas or fire detection systems, the buyer further commits himself to ensure the appropriate information for his clientele and to follow all instructions given to him by the Vendor in this respect. Finally, the buyer pledges to inform the Vendor of any incident relating to Product safety that he may become aware of.

#### 7. Pricing

The Products are supplied at the prices in effect on the day of the order. The prices of Products carrying an availability waiting period may be revised by the application of an indexation clause accepted by both parties at the time of the order. In accordance with article 1164 of the Civil Code, the prices may be modified at any time by the Vendor without prior notice. The price is stated before tax upon leaving the Vendor's factory or warehouse. All tax, duty, or other fee to be paid in the application of French regulations shall be borne by the Buyer. The parties have expressly agreed to exclude the provisions of article 1223 of the Civil Code which do not apply to the sale of Products.

The Vendor's price includes packaging. Any request by the Buyer for packaging or carriage other than those provided for by the Vendor's services shall figure on an additional invoice. Packaging shall in no event be taken back by the Vendor.

#### 8. Payment

Payments are made at the Vendor's Head Office 30 days after the end of the billing month. No discount shall be applied for payment before the due date.

Should payment be late, the Vendor reserves the right to apply a late payment penalty at the annual rate of 12% and a compensation of 40€, immediately due upon the simple request of the Vendor, without this clause prejudicing the payability of the debt. The Vendor may also suspend all standing orders without prejudice to any other courses of action. In such case, as in default of payment, forty-eight hours after a formal demand yielding no results, the sale shall be automatically cancelled as judged by the Vendor who may request an injunction for the restitution of the Products without prejudice to any other indemnities. The cancellation may, as the Vendor desires, apply to all preceding unpaid orders, regardless of whether they have been delivered, are in the process of being delivered, or if payment is outstanding or not.

Cash payment or provision of a guarantee (such as a bank guarantee) may still be required in the absence of references deemed satisfactory by the Vendor, either at the time of the first order, or subsequently if the Vendor's risk evaluation changes for whatever reason. The Vendor reserves the right, at all times, according to the risk evaluation incurred and the guarantees

offered, to fix or reduce the buyer's limit outstanding and to adapt the client's term of payment.

The granting of any discount is dependent upon the full payment by the Buyer of the sums due to the Vendor according to the terms agreed upon within the reference period for such discounts to be granted.

#### 9. Penalty Clause

In all cancellation cases, except for where the Buyer is not at fault as specified in fine in article 2 paragraph 3, the sums paid shall remain in the possession of the creditor as a lump sum settlement and without prejudice to further indemnity. Moreover, the amount of the unpaid sum shall be fully increased by a lump sum of 20%, independently of any costs the creditor or his authorised agent may incur in the course of recovering the said sums.

#### 10. Title Retention Clause – Transfer of Risks

The Vendor reserves the property of the delivered Products until full payment of the price. For application of the present clause, the payments received shall be imputed by priority on the price of the merchandise that is not found in kind. However, the transfer of risks of the Products shall take place upon shipment from the Vendor's warehouse or from the moment they are made available in the Vendor's factories or warehouses. The title of the Products is considered retained until proof of their payment is provided. Payment shall be construed as actual collection of the price and not the handing over of a bill of exchange or any other titles that create an obligation to pay. For the duration of the title retention, the buyer, as custodian of the item, is responsible for any damage or loss occurring after delivery.

#### 11. Prohibited Behaviour

The buyer undertakes to refrain from any and all behaviour or action that may infringe upon the intellectual property rights of the Vendor. Any reproduction or representation by the Buyer of brands, logos or corporate name of the Vendor, including over the Internet, shall be subject to written authorization by the Vendor. It is expressly forbidden for the buyer to use the Vendor's company name or any of his brands in the name or part of the domain name of an Internet site.

The buyer undertakes to abstain from altering or denaturing in whole or in part the Products or their packaging, marking or numbers. He shall also abstain from selling the Products without their original packaging.

The buyer shall abstain from using the Products as a loss leader or from selling them at a loss.

The Buyer pledges to inform the Vendor of prohibited practises perpetrated by third parties that he may be aware of. He shall abstain from supplying or from getting supplies from the parties at the source of such practises.

#### 12. Jurisdiction Clause / Applicable Law

Any lawsuit of any nature whatsoever relating to our sales, even in the case of action to enforce a warranty or where a number of defendants are involved, shall be of the exclusive jurisdiction of the Commercial Court of Bourg-en-Bresse, ruling under French Law. The Vendor nevertheless reserves the right to go to law before the competent courts where the buyer is located.

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