

## GENERAL CONDITIONS OF SALE

April 2018

### 1. OVERVIEW

These general conditions of sale prevail over any other document of the buyer and, in particular, over all general conditions of purchase. Any product order, regardless of its origin, implies the unconditional acceptance of these general conditions of sale, which prevail over any contrary clause that may appear in the purchase conditions, contracts, documents or correspondences of the customer, unless expressly and previously agreed otherwise by TRELEC. Our company shall be bound by the sales contract with the buyer, only after the acknowledgment of receipt for the order placed by TRELEC is issued and as per the conditions of said acknowledgment of receipt. MFOM is a registered trademark, distributed by SAS TRELEC, with a capital of 150,000 Euros, located at 6 rue Emile Foisy, 28200 CHATEAUDUN.

### 2. INDUSTRIAL AND COMMERCIAL PROPERTY

TRELEC shall remain the owner of all the intellectual property rights of its studies, drawings, models, prototypes and documents of any kind created by our company, even when they are requested by the customer for the sales or services covered by these general conditions of sale. They shall not be communicated or used by the customer without written authorisation. The technology, know-how and all industrial and intellectual property rights relating to the products shall remain the exclusive property of TRELEC. The buyer is only granted the right to use the products on a non-exclusive basis. The equipment, tools and moulds developed or acquired by TRELEC for the execution of the order remain the exclusive property of TRELEC, even if in certain cases, the customer may be asked to contribute to the tooling costs. The sale of the products does not confer any right to the customer on the trademarks or distinctive signs affixed to these products. None of the documents from the TRELEC site can, thus, be copied, reproduced, republished, downloaded, posted, sent or distributed in any manner, except under the following conditions: it is possible to download a copy of the documents on a computer for personal use and only for non-commercial purposes, provided that you have not modified any information and that all copyright and other proprietary notices are kept intact. The modification of these documents or their use for another purpose constitutes an infringement of TRELEC's intellectual property right. Any website owner intending to place on his website a direct link to the TRELEC homepage, for personal use, must obtain authorisation from TRELEC. This will not constitute an implied affiliation agreement. However, any hypertext link to the TRELEC site using the "framing" or "in-line linking" technique is strictly prohibited. In any case, all links will have to be removed at the request of TRELEC. The trademarks, logos and drawings on this site are the exclusive property of TRELEC. Their disclosure shall in no way be construed as granting any license or right of use whatsoever to the said trademarks and distinctive elements protected by copyright. In the event that they are used, this will be considered an infringement of copyright.

### 3. ORDERS

Product orders can be sent to us by standard post, fax or email or placed directly on our website: [www.mfom.fr](http://www.mfom.fr). MFOM is a registered trademark, distributed by SAS TRELEC. We reserve the right to refuse orders that do not include any billing or delivery address or that contain no information about the sender. We shall accept the order provided that, until all or part of the order is delivered to the buyer, there is no financial risk or any other element likely to call it into question. In all cases where no particular specification is proposed by the buyer and accepted by TRELEC, the characteristics of the sold equipment will be those that appear in the specifications, catalogues or data sheets of our company on the date of the order. The order is final only after its express acceptance by TRELEC. An order may not be terminated or cancelled by the buyer without the express written consent of our company. The buyer will indemnify TRELEC for all costs, expenses, damages incurred by TRELEC as a result of a termination or cancellation of an order. For any order from the European Union, not placed online and less than 80 Euros excl. taxes, an amount of 25 Euros excl. taxes as administrative costs of processing the order will be applied to our invoice. For any order from outside the European Union area, regardless of the amount, an amount of 65 Euros excl. taxes as administrative costs will be applied. An invoice is prepared and issued at the time of each delivery.

#### ONLINE ORDERING PROCESS

In order to validate the order, the buyer must follow multiple steps:

- He selects the products he wants to buy on [www.mfom.fr](http://www.mfom.fr) from the options available on the site.
- He must identify himself (if he has an account) or create an account on the site by filling in the necessary information (last name, first name, address, telephone number, email).
- The buyer validates the information relating to his order (products, price, address).
- The buyer chooses the type of delivery and the method of payment he wants: Credit card, transfer in advance, electronic bill of exchange (only for customers with an account, validated by TRELEC)
- The buyer accepts these GCS (checkbox)
- The buyer validates his order via a secure payment module (SSL)

This last step constitutes the irrevocable acceptance of the sales contract.

A summary of his order is sent to him via a confirmation email of his order

We reserve the right to refuse any order from a customer with whom there is a dispute.

### 4. PRODUCTS

All specifications, illustrations and indications of weight, size or capacity and any other details appearing in the publications are intended solely to provide a general description of the products and cannot be considered as a contractual commitment by TRELEC.

Our company reserves the right to discontinue the marketing of any proposed product and/or modify the characteristics of these products, without any notice and without being entitled to the payment of any damages. TRELEC shall apply itself, with all the resources at its disposal, to assisting its customers in choosing the products required, without any performance obligation. TRELEC accepts no responsibility for the suitability of the product to the needs of its customers. The customer shall remain solely and fully responsible for determining whether the identified products are sufficient and appropriate for his needs and requirements.

### 5. PRICE

Prices are established on the basis of the economic conditions on the date of submission of the offer. They may be revised or updated depending on the variation of the costs of their constituent elements, the packaging and the standard packaging unit or the entry into force of new taxes, duties and other levies, within the framework of the applicable laws. The prices are stipulated in Euros excluding taxes, plus VAT. TRELEC offers are valid only within the limit of the option period which, unless otherwise stipulated, is sixty (60) days. The prices given by TRELEC on the catalogues, web, leaflets, are given for information purposes only. TRELEC reserves the right to revise them at any moment and without notice. Owing to shorter processing systems, and automated packaging and shipping methods, the prices displayed on [www.mfom.fr](http://www.mfom.fr) can sometimes be lower than the prices offered by telephone, post or fax, by the SA (Sales Administration). Customers are free to choose the viewing and order mode they want. The prices on [www.mfom.fr](http://www.mfom.fr) only apply to purchases made online.

### 6. DELIVERY TIMES

Our company strives to respect the delivery times indicated on the acknowledgment of receipt. These times are given for information and indicative purposes only. The date mentioned corresponds to the day of departure of the parts from Châteaudun and in no case the time of acceptance by the customer. In case of contradiction between the delivery time provided in the order and that indicated in the acknowledgment of receipt, the latter will prevail. Delays in delivery times shall not result in damages, deduction or in cancellation of the orders in progress. The agreed deadlines will be

extended in case of total or partial shutdown of our workshop due to strike, fire, flood, transport difficulties, manufacturing accidents, lack of raw materials owing to our suppliers or any other cause considered as a case of force majeure. TRELEC may not be held liable for indirect damage and/or intangible damage resulting from a delay in delivery. However, in case of delay exceeding three months not attributable to the customer or a case of force majeure, the customer may request the termination of the sale and obtain a return of his deposit, where appropriate, to the exclusion of any other compensation or damages.

## 7. TERMS OF PAYMENT

For any customer who does not have an account opened in our books or has not placed at least 3 orders in the last twelve months, an advance payment will be requested upon receipt of the order. For customers with an account and subject to the credit line authorised by TRELEC, the supplies are payable, by electronic bill of exchange except in special cases, within thirty (30) days net date of invoice, without any delay possible, in accordance with the recommendations of the LME law. For any opening of an account with TRELEC, the customer agrees to carry out the formalities with his bank for the electronic bill of exchange processing. If the customer's situation so warrants, our company reserves the right to demand, at any time, certain payment time limits, particularly for cash payment, before the execution of the orders. In the absence of agreement of the customer, for any reason whatsoever, TRELEC reserves the right not to complete the orders and/or to terminate the orders in progress. The TRELEC invoices will be sent by email to the email address indicated during the account opening procedure. No discount will be applied in case of advance payment by the buyer. In case the payment is made after the date of payment indicated on the invoice and that derived from these general conditions of sale, the buyer will have to pay, without prior notice, penalties at an annual rate of 10% as well as a lump sum compensation of 40 euros as recovery costs, from the due date onwards (Articles L 441-3 and L 441-6 of the Commercial Code).

## 8. TRANSPORT AND INSURANCE

In the absence of any stipulation to the contrary in the acknowledgment of receipt, the delivery is made from Châteaudun (EXW) on a freight collect basis. All transport, insurance, customs (except export formalities) and handling operations, are at the expense and risk of the buyer. Under no circumstances will the dispatched goods be insured by TRELEC; they can be insured if specially instructed by the buyer, who shall then bear all the costs. The supplies are transported at the risk of the buyer, notwithstanding the retention of title provisions. In case of damage or missing elements, it is up to the customer to raise any necessary objections and confirm its reservations by way of an extrajudicial document or by registered letter with acknowledgment of receipt with the carrier within three days after the receipt of the goods. A duplicate must be sent to our departments.

## 9. RECEIPT

The buyer will send a written notification to the seller about any non-compliance of the supplies with the specifications of the order, within a period of fifteen (15) days from the date of delivery. The buyer shall return to TRELEC any supplies with an apparent defect, at its expense and risk. When the products are returned in their original packaging, they must be complete and in good condition and accompanied by the traceability number on the box, bag or the TRELEC delivery order. The buyer must be able to provide TRELEC with proof of delivery of the returned package. In the event of notification within the fifteen (15) day period, the liability of TRELEC will be strictly limited to the replacement, repair of the non-compliant products within a reasonable period of time or refund of the sums paid by the buyer, where appropriate. After the fifteen (15) day period, the products will be considered accepted and TRELEC will no longer be subject to the compliance guarantee, nor to any obligation of compensation or contestation of invoices. If, after analysis by our departments, it turns out that the product complies with the specifications of the order, TRELEC may invoice the buyer for all costs and expenses incurred (analysis, transport, etc.) and for processing the customer's claim. For deliveries of all products, the quantitative tolerances shall be plus or minus ten (10)% calculated on the basis of the number of units in the acknowledgment of receipt. The products will be delivered in "non-reusable packaging". Recycling and/or destruction of the packaging are the responsibility of the buyer. The products will be packaged according to the packaging and standard packing unit of TRELEC. The collection, recycling, processing and recovery of the components and other products sold to the customer, as well as the associated costs, are entirely the responsibility of the customer, unless otherwise agreed between the parties.

## 10. RETENTION OF TITLE CLAUSE

TRELEC retains ownership of the supplies until payment and full collection of the price. However, as soon as the provision is complete, the buyer assumes responsibility for the risks of loss and theft of the products or damage thereto, as well as for the damage they could cause. The buyer must take the necessary measures so that the stored products are identifiable and comply with the TRELEC traceability. In case no payment is made, we reserve the right to take back the goods as the owner, without abandoning any action for damages.

## 11. WARRANTY

TRELEC undertakes, at its discretion, either to repair or replace free of charge and on its premises, the supplies identified as defective as a result of design, manufacturing or material defects, or to credit the amount of their price to the buyer. This warranty is granted only for unused products that are still in the TRELEC packaging with its traceability number, for a period of six (6) months for all products with a surface treatment of pure tin and twelve (12) months for all other products. This warranty begins as of the provision of the supplies (or the delivery of the supplies, if the delivery is not Ex Works). The warranty only applies to defects that will have occurred during this period. The TRELEC warranty does not cover defects and/or damage resulting from improper installation and/or non-compliant or improper use, normal wear and tear, negligence, accident, poor storage conditions, modification or repair not authorised by TRELEC, errors or inadequacies in the specifications and other elements provided by the buyer. The repair of the products under warranty shall not result in the extension of the warranty period of the supplies. The buyer must promptly inform the seller in writing about the defects affecting the products and provide all justifications related to them. Before any return of the products under the warranty, the buyer must obtain the prior consent of TRELEC. The products must be returned in their original packaging and in good condition, at the expense and risk of the buyer; subsequently, they will become the property of TRELEC. Repaired or replaced supplies will be shipped at the expense and risk of TRELEC. If, after analysis by our company, it turns out that the supply is not defective or cannot benefit from the warranty, TRELEC may charge the buyer for all costs and expenses incurred (analysis, transport, etc.) and for processing the customer's claim. Any other warranty, particularly as to the suitability of the supplies for their use or intended purpose, is expressly excluded, with the exception of legal guarantees. The liability of TRELEC for the costs and expenses and other losses associated with the inspection, testing, dismantling, reassembly, removal, relocation operations caused by a defect or a repair or a replacement of the product is excluded.

## 12. LIABILITY

Our liability is limited to material or physical damage resulting directly from a fault attributable to us. Our company will under no circumstances be held liable for indirect and/or intangible damages such as financial and commercial damage, loss of business, loss of turnover, etc. In case of a claim recognised as justified by TRELEC, our liability is limited to the replacement of the goods found to be defective, without any compensation and/or penalty being claimed in any capacity whatsoever.

## 13. CONFIDENTIALITY

Each party acknowledges the confidentiality of all the information sent to it by the other party in the context of this contract. Each party undertakes not to disclose the confidential information without the prior written consent of the other party, to use it only for the purposes of this contract and to only provide its staff with the confidential information that is strictly required. This confidentiality agreement will be valid during the period of validity of this contract as well as after its expiration or termination for any reason whatsoever.

## 14. TRANSFERABILITY

The buyer may not transfer the contract, in whole or in part, to a third party, without the prior express agreement of TRELEC.

#### 15. PROTECTION OF PERSONAL DATA

TRELEC reserves the right to collect data about the user, particularly through the use of cookies. The collection of data by TRELEC, responsible for the processing, is necessary to take into account the user requests. The user must provide his email address to TRELEC to receive an order confirmation. Depending on the choice when creating or viewing his account, the user will be likely to receive TRELEC offers as well as offers from other partner companies, by email, phone or SMS. It is our responsibility to ensure that the personal data we have is correct and up-to-date, which is why users have the right to access, modify and delete information concerning them. They can exercise it, either directly on the website under "My account" to modify their personal data, or by writing to TRELEC, 6 rue EMILLE Foisy, 28200 CHATEAUDUN, indicating the full name, email address and, if possible, customer reference. TRELEC implements all means to ensure the confidentiality and security of the data transmitted on the web. As such, the website uses an SSL (Secure Socket Layer) payment mode.

#### 16. FORCE MAJEURE

TRELEC will be released from its obligations for any event beyond its control that prevents or delays the delivery of the products, non-execution or delayed execution of its obligations under the contract with the buyer and orders, if such non-execution or delayed execution results from an event of force majeure, i.e. any event beyond the control of TRELEC such as natural disasters, fire, floods, war, riots, government acts, embargoes, strikes, break in supply of energy, electricity and water, and disturbances in the means of transport. The deadlines for executing the TRELEC obligations will be extended for a duration equal to the duration of the force majeure event.

#### 17. DISAGREEMENTS - DISPUTES

In case of dispute, the parties will seek conciliation. In case they do not arrive at an amicable agreement, it is expressly agreed that all disputes arising between the parties concerning these conditions, their interpretation or performance, will be submitted to the Commercial Court of Chartres. The rights and obligations of the parties are governed exclusively by French law. In case of translation of these conditions in foreign language, only the text written in French will have authentic value.

**These general conditions of sale prevail over any previous version thereof.**

**April 2018**