

1. General Conditions

The purpose of these general terms and conditions is to regulate the relations between GIRON, supplier of equipment and services defined in the technical and commercial proposal and its Customer, hereinafter referred to as "the Customer" or "the Buyer" who places an order for these materials and services.

The Buyer's sending of a signed order implies their acceptance of the present General Conditions of Sales and renders null and void any clauses to the contrary, whether printed or handwritten, appearing among the General Conditions of Purchase or any other similar document, except in the case of written waiver to the contrary signed by GIRON.

The sale will be definitive and—come into effect only when GIRON acknowledges receipt and accepts the order. GIRON defines the special conditions of the contract and, if applicable, any exceptions expressly accepted by GIRON in the general conditions herewith.

The order consists of:

- GIRON's supply proposal signed by the Customer or the Customer's order, acknowledgment of receipt and acceptance of the order by GIRON;
- these general terms and conditions signed by the Buyer which form an integral part of the order;
- where appropriate, additional specific conditions and/or special conditions.

GIRON is not bound by any proposal that may be made by its representatives or employees unless written confirmation from the back office sales service has been received.

2. Contacts

GIRON SAS
To the attention of the General Management
11 rue Louis Blériot CS20317 86103 Châtellerault Cedex France
Tél.: +33 (0)5.49.21.03.22 / Fax: +33 (0)5.49.21.14.79
E-mail: info@giron.fr

Sub-contracting

GIRON reserves the right to subcontract all or part of the supplies, services and works part of the order.

3. Shipping Time

The shipping time is based on standard deadlines. It is given by GIRON for reference only taking into account the orders already received, the possibilities of supply and manufacturing at the time of the offer. The exact dates of shipment are confirmed upon acceptance of the order and its taking effect.

Unforeseen manufacturing difficulties, such as machine breakdowns, raw material defaults, subcontractor failures and non-compliant supplier deliveries allow GIRON to extend the stipulated timeframes without the customer being able to claim late penalties.

No delay in the provision of the service authorizes the customer to refuse acknowledgement of receipt, to cancel his order or to demand damages and interest.

4. Any Changes

During execution of the order, GIRON may make modifications to the supplies as deemed necessary by imperative circumstances such as a change of technical standards or methods of manufacture, or legislative and regulatory provisions affecting conditions of the execution of contract without, affecting the essential characteristics of supplies and services covered by the contract.

The prices of our commercial offers are valid for immediate orders. Any variation in commodity prices, in direct or indirect expenses, will allow us to revise our prices to reflect conditions on the day of shipment. Changes in prices, rates and the fluctuation of expenses will be recorded, and revision of our prices and conditions of execution will be made according to the possibilities given by the legislation in effect.

If these changes have consequences that make it impossible or more difficult to carry out certain stipulations of the contract, particularly in terms of prices or shipping deadlines, The parties will sign an eventual amendment to the contract of sale which will bring necessary modifications to the contract. GIRON will provide the Buyer with the appropriate supporting documents.

5. Packing and Delivery

Unless otherwise stipulated in the special conditions, GIRON will take care to provide a packaging (packing and packaging) adapted to the equipment sold.

Unless otherwise stipulated in the special conditions, deliveries are considered FCA (Châtellerault France) (ICC Incoterms® 2010). Delivery takes place when the sold equipment is made available to the Purchaser in GIRON's workshops or stores, regardless of the terms of this delivery and even if the contract includes other services such as transport and any setting up/implementation.

All deliveries must be verified by the Buyer, requiring the immediate acknowledgment of damage due to delivery, either by refusing the goods, or by issuing written, precise and detailed reservations on the delivery note, in the presence of the carrier. This must be confirmed by the Buyer registered mail within 3 days of delivery. Without proper reservation issued on the delivery order, the customer may not cancel the order or demand the payment of damages.

6. Risks Transfer

Unless otherwise stipulated in the special conditions, the transfer of the risks associated with the equipment to the Purchaser takes place at, and is put at the disposal of the Purchaser at GIRON's workshops or shops. The Buyer will take the necessary insurance to cover any risks as soon as they are transferred.

7. Storage

If the Buyer does not accept delivery of the supplies within 10 days of being informed of their availability, GIRON will be able to store them for, and at the expense of the Buyer. GIRON will then be deemed to have delivered the supplies and may be reimbursed upon presentation of receipts. In this case, the risks will be transferred to the Buyer at the time of storage.

Upon receipt of goods, in case of storage for future use, the Buyer will take special care to store them in a closed room, away from sunlight, heat and humidity.

8. Warranty and After-Sales Service

GIRON products are designed, manufactured and tested according to strict quality assurance standards. In addition, GIRON strives to provide its customers with an efficient after-sales service. In this context, we offer the terms of guarantee below.

Warranty

GIRON guarantees that any material or equipment sold is free from known defects at the time of shipment.

GIRON's equipment warranty runs from the day of delivery in GIRON's premises and is effective only if the amount due by the customer have been paid in full by the customer.

9.2 Equipment

The customer must notify GIRON in writing of any defect discovered related to GIRON equipment during the warranty period. If the defect does not come from misuse, intervention, repair, and if the GIRON's piece of equipment has not been damaged or modified after receipt by a person outside GIRON, GIRON will replace or repair the defective part at their discretion. Shipping costs will be borne by the customer.

Any part recognized by GIRON as defective or non compliant will be replaced without this acknowledgement entitling the buyer to damages. Any defective part replaced under warranty becomes the property of GIRON.

Warranty repairs do not extend the warranty period of the unit under any circumstances.

If GIRON finds that equipment returned by the customer is in good working order, will return this equipment at the customer's expense. Expert fees will be billed to the client.

9.3 Storage

Storage by the Customer in inadequate conditions cannot be taken as a guarantee by GIRON.

9.4. Complaints and returns

If the Customer does not inform GIRON within 7 working days after using the defective, lacking or non-compliant equipment - received with the order, the equipment will be considered as accepted as is by the customer. All returns must have prior approval from GIRON.

Any return for repair must be completed by a document stating the nature of the problem and the article references and the order details.

9. Payment Terms

Unless otherwise stipulated in the agreements or special conditions, services must be paid by the Purchaser within 30 days of the date of the invoice, without any charge made (fees, taxes, taxes, etc.) to GIRON's bank account.

The acceptance of different means of payment (by draft, check, wire transfer, etc. does not involve novation as to the place, which remains our domicile and therefore does not, consequently, provide for derogation from these same jurisdiction clauses.

In case of advance payment, no discount will be granted.

If the contractual payment deadlines are not respected and except in cases of force majeure, the Buyer is obligated to pay late interest on the basis of the 3-month EURIBOR rate plus 2 points, as well as a €40-lump-sum indemnity in accordance with the current French Commercial Code.

10. Retention Of Title

The ownership of the equipment sold will not be transferred to the Purchaser until the price is paid in full, it being specified that for the purposes of this clause, only the actual cashing of checks and bills of exchange will be worth the payment, except for studies and other know-how which remain the property of GIRON. However, the risk of damage, loss or theft of equipment or damage caused will be borne by the Buyer upon delivery. The Buyer will have to justify at first request that he has taken out adequate insurance.

The Buyer commits to taking all measures to protect and individualize the materials delivered, to inform GIRON of these measures and to allow them free access to the premises where the materials will be stored.

The Purchaser is prohibited from transforming, incorporating, pledging or reselling the equipment sold until it has fully paid the price, except with the express prior authorization of GIRON.

In the event that the Buyer does not comply with one of the obligations of this clause, GIRON may demand the immediate payment of the full price and an amount corresponding to 10% of the price as damages.

In the event that the Purchaser does not pay GIRON the sums due to GIRON as when they fall due, GIRON may claim and sell the materials after eight days of unsuccessful formal notice.

In the event that the Purchaser is the subject of proceedings GIRON will have the right to claim and sell the equipment in accordance with the legal or regulatory provisions in effect force.

11. Confidentiality – Secrecy – INTELLECTUAL AND INDUSTRIAL PROPERTY

All confidential information, trade secrets, plans and commercial and technical documents used by GIRON, in whole or in part, submitted to the Buyer before or after the formation of the contract, remain the exclusive property of GIRON. They may not be, without the written consent of GIRON, exploited, deposited, copied, reproduced, entrusted or communicated by the Buyer to any third party. The Buyer's staff is bound by this obligation of non-disclosure.

The GIRON brand is a registered trademark. GIRON retains exclusive ownership.

12. Third-Party Claims Guarantee

GIRON guarantees the Purchaser the absence of any claims by third parties relating to the exercise of their literary, artistic or industrial property rights, in the performance of services and the use of their results.

For their part, the Buyer guarantees GIRON there will be no claims by third parties concerning the rights of literary, artistic or industrial property, the processes or methods that its use implies.

13. Force Majeure

GIRON will not incur any liability if the breach of their obligations are caused by an event of Force Majeure. "Event of Force Majeure" implies anything preventing the total or partial performance of the contract that could not be overcome despite due diligence on the part of GIRON or its suppliers or subcontractors.

The following non-exhaustive list of events are to be considered as Events of Force Majeure:

- atmospheric disasters and natural disasters,
- fires, explosions,
- acts of war, sabotage, embargo,
- insurrection, riot, various disturbances of public order,
- action or failure of the Services or the Public Authorities,
- external or internal social conflicts,
- shortage of skilled labor or raw materials, or capital goods,
- significant incidents affecting manufacturing activities
- interruptions or delays in transport.

14. Cancellation of Order

In the exceptional event of a cancellation of order by the customer, only cancellations received by registered mail with acknowledgment of receipt will be taken into consideration. Cancellations of orders received at GIRON between the confirmation of the order and the shipment will be billed an amount equal to the total expenses incurred by GIRON for the equipment concerned. This includes the costs of studies and development, any form of subcontracting, implementation and integration as well as the purchase of materials.

It is not possible to cancel an order if the equipment has left the premises of GIRON for shipment to the customer.

15. Liability

GIRON's liability is strictly limited to the obligations expressly defined in the contract, insofar as GIRON has not been prevented from complying with them by the Purchaser or an event of force majeure.

Under no circumstances will they be liable for any consequential or intangible damage suffered by the Purchaser, such as, but not limited to, operating losses, business or profit losses, etc.

Any penalties or damages provided for in the contract will take on the form of damages and interest fixed and exclusive of any other penalty and will in any case always be capped at 5% of the value of the contract.

GIRON's liability is limited, from any source, to the replacement of our acknowledged defective supply to the exclusion of any other claim or loss.

16. Dispute Resolution – Applicable Law

Any dispute arising at the moment of validity, interpretation, execution or termination of this contract, which could not have been amicably settled, will be settled in within the jurisdiction of the Court of Justice in Paris, France, in French language.

The applicable law is French Law.