

TERMS AND CONDITIONS

PREAMBLE

The General conditions of sale apply to all transactions made by our company. Placing an order leads to their acceptance by the customer notwithstanding any clause contrary in its own terms of purchase and except special contract stipulating expressly the points on which the provider accepts a derogation.

Article 1 - DEFINITIONS

The following terms will have the following meaning:

'Supplier '.

Means any physical or legal person producing or / and selling of rubber parts.

'Customer '.

Means any physical or legal person using these parts for his professional activity or any reseller or distributor of these.

'Pieces '.

Means any product manufactured and/or marketed by the provider.

'Material '.

Means any raw, mixture or product service centers (leaf, plates...) used in the manufacture of parts.

'Products '.

Means any product or component used or provided by the customer.

"Order".

Means any order issued by the customer. This term includes any command, open or closed, resulting in one or several deliveries.

Article 2 - offers, discounts prices, orders

Section 2.1 - validity and duration of the offer:

Only an offer written by the provider is valid for the duration of one month, -in the absence of another precise offer.

Article 2.2 - order:

Any order placed directly or through representatives does not engage the supplier unless the supplier confirms the order exclusively according to the terms of his confirmation. The lack of a response within 48 hours to the order confirmation implies full customer acceptance of the General conditions of sale on which the supplier has exclusively applied.

Article 2.3 - command open:

Resulting in periodic or planned deliveries, which may only be entered into for a limited period agreed upon between the provider and the customer.

Article 2.4 - validity of prices:

Prices of goods sold are those in force on the day of ordering. They are denominated in euros and exclusive of taxes. As a result, they will be increased by the rate of VAT and transport costs applicable at the date of the order.

Regarding products on quote and the special manufacturing of orders, prices are re-updatable, based on variations in costs of the various components constituent in the price. When the customer provides the tools, the prices becomes final only after acceptance of the test pieces.

Society HEURTEAUX agrees the right to change its prices at any time. However, Heurteaux agrees to invoice the goods ordered at the prices indicated during the registration of the order.

Article 2.5- Discounts and rebates

The proposed rates include discounts and rebates that HEURTEAUX company would have to provide given its results or support by the buyer of certain processes.

Section 2.6 - Clause No. 4: discount

No discount will be given in case of prepayment.

Article 3 - termination of order

The customer which cancels all or part of its order or who defers from the date of delivery, unless the supplier is responsible, is obliged to compensate the supplier for all of the expenses (training fees" tooling, 'material', etc.) on the date of receipt of the decision of the customer, without prejudice to the direct and indirect consequences for the provider as a result of this decision.

In this case, the provider can, if he wishes, to terminate the sale regardless of rights or wrongs with respect to the customer, it may be accomplished by a simple registered letter in the following cases:

- Breach of one the many of its obligations;
- Reorganization or liquidation of the customer.

Article 4 - studies, projects, PROTOTYPES and DOCUMENTS

Studies, projects, prototypes and documents thereto, created by the supplier and delivered to the customer remain the property of the supplier. They can't be used, reproduced or disclosed to third parties without sound written permission. They may be the subject of a patent.

Article 5 - tooling, moulds, specific equipment

Section 5.1 - price of the tools:

The price of the tooling made or subcontracted does not include intellectual property of the provider on this tooling, meaning the input of know-how or of its patents for its study, its realization and development.

The same rule applies for the eventual adjustments that the provider carries out on tooling provided by the client to ensure the correct fabrication of the parts.

Article 5.2 - withdrawal of tooling:

No withdrawal of equipment may be requested by the customer. HEURTEAUX is sole owner of the tooling.

Article 5.3 - specific equipment:

In the case of special manufacturing that requires the acquisition of a specific material, if a parts order is terminated, supplementary compensation will be due, representing the cost of the material specific to the settlement on the compensation date.

Section 5.4 - regulation of the tools and prototypes:

Payment of the tooling and prototype amounts to at least 1/3 of the total order by check on Bill pro - forma and the balance to be made available in the factories of the provider, by cheque.

Article 5.5 - changing tools:

Any changes requested by the client to the tooling will be the subject of a quote and cannot be carried out except on a firm order.

Article 6 - products provided by the CLIENT

In case the provider acts as a supplier, the customer will deliver which will be at his expense and risk, taking into account a reduction of at least 5% on products necessary and consistent with the execution of the order. The goods will be delivered with given deadlines and normal constraints of manufacturing suppliers.

Article 7 - warranty

Section 7.1 - guarantee quantity delivered:

In special cases, the supplier reserves the right to deliver and charge up to 10% more or less regarding the quantities stipulated in the contract unless otherwise stipulated in the specifications accepted by him loads. Any claim on the quantities delivered must be made within 8 days from the date of receipt of the goods.

Article 7.2 - quality guarantee:

When it comes to series products, and unless special stipulations, as indicated during the ordering, the weights, dimensions, capacities and other information, data appearing in catalogues, prospectuses, circulars, etc. of the provider are simply indicative.

When it comes to products on quote, products are guaranteed according to the specifications listed in the product specification or in the order itself and accepted by the supplier.

A claim from the customer on the parts delivered, the supplier reserves the right to review the situation on-site.

A dispute on a delivery or part of a delivery cannot lead to refusal of payment of other deliveries not under contestation.

When the parts supplied are incorporated as a whole, by the customer or by a third party, they are solely responsible for the suitability of parts to their use.

Any defects in design, Assembly, etc. constitute a termination of the warranty by the provider. The provider shall incur no liability for the use of the part other than its normal use.

No goods may be returned without prior agreement of the provider. In this case, the goods must be returned in the correct condition properly packaged at the expense of the customer. When it is specified in the order that the products are intended for contact with food, the supplier undertakes to use only materials that comply with the regulations in force, and guarantees for products this purpose by its own suppliers.

The warranty of the supplier is, after agreement by the customer:

- To credit the customer the value of the parts that are not in accordance with plans and the requirements of the contractual specifications and parts-type accepted by him;
- Or replace them for free.
- Or to proceed as appropriate to put them in compliance.

Parts the supplier replaces are the subject of a credit note, the replacement parts being charged the same price as the parts replaced.

In case of compliance, it is done according to the terms decided or approved by the customer.

The provider assumes the cost only if he undertakes to have works carried out or must give his prior agreement if the customer decides to carry out these works for a price that will have already been made known to him.

The replacement or the conformity of the parts layout, made by agreement between the supplier and customer, cannot have the effect of change in warranty.

Parts for which the customer received a credit note, the replacement or compliance works by the supplier, unless otherwise, must be returned by carriage, the provider reserves the right to choose the carrier.

Under penalty of forfeiture of the right to guarantee, the client is required to denounce nonconformities at the moment of their discovery in writing and ask explicitly replacement or compliance of the parts involved within the maximum delay, starting from the delivery:

- 10 days for exposed nonconformities;
- 6 months for other nonconformities, this period being reduced to 1 month for serial fabrications

At the expiration of this period, no claim is admissible.

Any conformity of parts carried out by the client without the agreement of the supplier on its principle and its cost, will incur the loss of the right to the warranty

The warranty does not apply in any case:

- To damage caused by a defective part during its use, if the Designer and or client committed the error of putting this part into service without having conducted or carried out all of the controls and tests that are required during its design, for its use and with respect to the industrial result sought;
- To the expenses relating to operations that are made on parts before being put into service;
- To the expenses of Assembly, disassembly and withdrawal from circulation of these parts by the customer;
- In General to any other harm caused except a serious professional fault by the provider.

Article 8 - inspection and test

The customer assumes full responsibility for the design of the parts according to the industrial result he is looking for and that only he will know with precision, he has decided as a result of the terms of reference which sets the specifications to define, in all their aspects, the parts to be produced, and the nature and the terms of inspections, controls and tests imposed on their reception.

Acceptance by the customer of proposals aimed at improving any of the specifications of design or a change in the design of the parts, cannot in any way translate into a transfer of responsibility, the design in this case is exclusively the responsibility of the customer.

In all cases, and even in the absence of reception, the nature and extent of controls and necessary tests, standards, as well as the tolerances of all natures, must be specified in the plans and specifications, for which responsibility rests with the client to his tender and confirm these items in the contract agreed between the supplier and the customer.

The inspections and tests required by the customer can be made by request by the supplier or by a laboratory or third-party organization. This must be stated at the latest at the conclusion of the contract, as well as the nature, the scope and cost of the inspection and test.

In cases where a delivery is required, its scope and its conditions are to be established no later than at the conclusion of the contract. Unless otherwise specified in the contract, the delivery will be made at the supplier, and at the clients cost, and at the latest, the week following the notice of availability for delivery of the items to be sent by the provider to the client or the agency responsible for this reception.

In the absence of the action of the customer or the body of control, parts are stored by the supplier at the expense and risk of the customer. After a second notice from the supplier is not acted upon within fifteen days following its transmission the equipment is deemed received and the supplier reserves the right to charge the client.

The principle and modalities of non-destructive control cannot be defined based on the design of the parts, the customer must always specify in his tender and his order, controls what he has

decided, the area of parts where they are to be executed, this is to determine in particular the conditions for the guarantee defined.

In all cases, these controls and receptions are carried out under standards of reference, according to the conditions defined by the documents and specifications, as they are decided by the client and accepted by the provider.

If there are no specifications regarding controls and tests to be done on the parts, the provider performs only a simple Visual and dimensional control.

The price of the controls and tests is usually distinct from that of the parts but it can be incorporated after agreement between the supplier and the customer. This price takes into account the cost of special work necessary for obtaining conditions essential to the proper performance of these controls, including in the case of non-destructive tests.

Manufacturing carried out as part of a Quality Assurance System imposes conditions which are specified by the customer in his request for supply and in his order, the provider confirms it on his side in his offer and *his* acceptance of the order, without prejudice to the provisions of preceding articles.

Article 9 - FORCE MAJEURE

The responsibility of society HEURTEAUX cannot be engaged if the non-performance or delay in the execution of any of its obligations described in the present general conditions of sale is the result of a case of major force. As such, this means any external, unforeseeable and irresistible event within the meaning of article 1148 of the French civil Code.

Article 10 - property intellectual and artistic - Property Industrial

In all cases the client guarantees the provider against all the consequences of legal actions that might be brought to him for the reason of the execution of an order for parts covered by industrial or intellectual property rights such as patents, brands or models or any private right.

Parts transfer does not transfer to the customer the rights of intellectual or industrial property of the provider or his studies for manufacturing. It is similarly true of the studies that the supplier carries out to improve the quality or cost of parts, by a change in the original specifications.

The customer, if he accepts, shall agree with the supplier on the conditions of their use as part of the order. In no case can the customer dispose of studies by the provider for himself, or disclose, without having expressly acquired this intellectual property.

Industrial property, and in particular patents of the provider, the models and brands deposited, in all cases remain his property exclusive.

The customer authorizes, except with written prohibition, the provider to expose in whatever form to all such event, fair, exhibition, its documents advertising and sales regarding the product he realizes.

Article 11 - manufacturing lead time and delivery

Delivery times are from the date of confirmation of order by the supplier and at the earliest from the date on which all material documentation has been provided by the customer, which satisfies all prerequisite, including rules of tooling and the agreement on the samples 'BAT'.

The imperative of the agreed period must be stated in the contract as well as its nature (provision, date of presentation for control or reception, date of actual delivery, etc...). Without such clarification, the delay is deemed merely indicative.

Any change in the contractual conditions of supply will lead to the request by the supplier, for the fixing of a new date.

Contractual deadlines are extended at the request of the supplier or the customer for any reason outside of their control, that would have placed the supplier or customer who requests this extension in a position where they are unable to fulfill their obligations.

The defaulting party must inform in writing of this difficulty as soon as it occurs and both parties must then act together immediately to agree on measures to be taken accordingly.

No compensation can be claimed from us - regardless of the reason.

Article 12 - delivery and storage

Unless otherwise stated, prices of the supplier are for goods, ex-works, excluding packaging.

The goods are deliverable and billable as soon as they are completed, except open orders.

In case of a shipment "FRANCO", this is understood to be "by the way the most economical"; additional fees for any other mode of transport are the responsibility of the client. Goods, including those shipped "Franco", are traveling at the recipient's own risk. In case of damage, loss or theft occurred during the transport, or in case of a delay in delivery, it is up to the recipient to exercise any recourse against the carriers.

All storage by the provider beyond what was intended in the confirmation of order results in an increase in prices of goods still to be delivered, 2% per month, representing the storage costs and financial expenses.

Article 13 - IDENTIFICATION of provider

Unless otherwise agreed by the customer, the provider is allowed to print on the parts: the name, the logo, or the number of the company insofar as they previously appear on BAT documents.

Article 14: CONDITIONS of payment-benchmark

The invoices are payable at the Head Office of the supplier, bills of Exchange and acceptances cause neither novation nor derogation to the said place of payment.

The settlement of orders is made by cheque or if applicable, indicate the other accepted payment methods.

During the recording of the order, the buyer must pay a 10% deposit of the total amount of the invoice, the balance to be paid upon receipt of the goods.

Payment is deemed made as soon as the supplier has made the required funds considered for the sale fully available. It is either when the bank account of the provider is definitively credited, or when a full cash payment has been made.

When a regulation by treaty or effect of payment has been agreed, these must be returned with acceptance, within a period of eight days upon receipt.

Payments are made net, without discount, within 30 days of the delivery date.

The day of reference from which the starting point of the payment is determined is the delivery or provision of the goods.

Non-settlement of an invoice or an effect of payment at the due date causes the immediate request for all amounts due as well as the perception of penalties when the payment takes place beyond the deadline with respect to the present general conditions of sale or beyond the deadline of the Bill, when the set payment date is later than the time fixed by the present general conditions of sale.

In this case, after formal notice, the amounts due will bear interest at the rate of 1.5 times the legal interest rate.

Article 15 - late payment

Failure to pay all or part of the goods delivered to the day of receipt, the buyer must pay to HEURTEAUX a delay penalty equal to three times the legal interest rate.

Selected legal interest rate is that in force on the day of delivery of the goods.

This penalty is calculated on the amount of the remaining amount due, and runs from the expiry date of the price, without the need for any formal prior notice.

Extra compensation for delay, any amount, including the down payment, unpaid at its due date will require a full payment of a lump sum of 40 euros payable in respect of any collection costs. *Items 441-6, paragraph 12 I and D. 441 - 5 of the commercial code.*

Article 16 - CLAUSE RESOLUTOIRE

If within fifteen days following the implementation of the "Late payment" clause, the buyer has not paid the remaining sums due, the sale will be resolved in its own right with allocation of damages for the benefit of HEURTEAUX.

Article 17 - RESERVE of property

HEURTEAUX company retains ownership of the property sold until full payment of the price, in principal with accessories. As such, if the buyer is in recovery or a liquidation process HEURTEAUX reserves the right to claim, as part of the collective procedure, the goods sold which remained unpaid.

Article 18-jurisdiction

Any dispute related to the interpretation and execution of these general terms of sale is subject to French law.

If no amicable resolution, the dispute will be brought before the commercial court of Versailles.

Done at Maule, on November 14, 2017

A handwritten signature in blue ink, consisting of a stylized 'H' followed by a horizontal line and a vertical stroke.

... (Signature of the legal representative of the company)