

## 1. GENERAL

In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in the Customer's order or in any other form issued by the Customer, whether or not any such form has been acknowledged or accepted by DELTAFLUID, DELTAFLUID terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon DELTAFLUID unless made in writing and signed by a duly authorized representative of DELTAFLUID.

## 2. QUOTATIONS

Unless otherwise stated, DELTAFLUID quotation shall be null and void unless accepted by the Customer within thirty (30) days from the date of quotation if it is not precised differently in our offer.

## 3. PRICES / COST OF TRANSPORTATION

All quoted prices are based on the current exchange rates, tariffs and costs of manufacture. Unless otherwise stated in the quotation, quoted prices are subject to change by DELTAFLUID with or without notice until Customer's acceptance. Prices are subject to correction for error. Unless otherwise stated, all prices are EXW Lacq factory. Customary methods of transportation shall be selected by DELTAFLUID and such transportation will be at Customer's expense. Special methods of transportation/packing will be used upon Customer's request and at Customer's additional expense provided reasonable notice of Customer's transportation requirements are given by Customer to DELTAFLUID with the order.

## 4. DELIVERY

Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of DELTAFLUID quotation and DELTAFLUID acceptance of the Customer's order. The delivery period begins when the order confirmation is sent by DELTAFLUID, however not before the customer has provided all documents, approvals, and releases to be provided by it, all technical matters have been clarified, and an agreed down-payment has been received. The delivery date will be rescheduled accordingly in a reasonable manner provided that such delay in delivery is due to the customer's failure to timely provide all documents, approvals, and releases to be provided by it, to timely clarify all technical matters, or to timely make the agreed down payment available to DELTAFLUID.

DELTAFLUID may extend delivery schedules or may, at its option, cancel Customer's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

## 5. FORCE MAJEURE

DELTAFLUID shall not be responsible or liable for any loss or damage incurred by Customer herein resulting from causes beyond the reasonable control of DELTAFLUID including, but

without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes, faulty castings or forgings, or the failure of DELTAFLUID suppliers to meet their delivery promises.

## 6. SHIPMENT/DAMAGES OR SHORTAGES IN TRANSPORT/RISK

Except for obligations stated under "Warranty" herein, for EXW and FCA Incoterms®, DELTAFLUID's responsibility for goods ceases upon delivery to the carrier. In the event of loss or damage during shipment, Customer's claim shall be against the carrier only. DELTAFLUID will, however, give Customer any reasonable assistance to secure adjustment of Customer's claim against the carrier provided immediate notice of such claim is given by Customer to DELTAFLUID. For any other Incoterms®, please refer to the legislation in force. Claims for shortages must be made in writing within ten (10) days after receipt of goods by Customer. If DELTAFLUID does not receive written notification of such shortages within such ten (10) days, it shall be conclusively presumed that the goods were delivered in their entirety. Unless agreed upon otherwise in writing, DELTAFLUID reserves the right to make partial shipments and to submit invoices for partial shipments.

## 7. TITLE

Title to the goods or any part thereof shall not pass from DELTAFLUID to Customer until all payments due hereunder have been duly made in cash, except as otherwise expressly stipulated herein. The goods shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or other property. If default is made in any of the payments herein, Customer agrees that DELTAFLUID may retain all payments which have been made on account of the purchase price as liquidated damages, and DELTAFLUID shall be free to enter the premises where the goods may be located and remove them as DELTAFLUID property, without prejudice to DELTAFLUID right to recover any further expenses or damages DELTAFLUID may suffer by reason of such nonpayment.

## 8. LIABILITY

The aggregate liability of DELTAFLUID to the Customer for any and all claims and liabilities arising out of or relating to this Agreement or to the Customer's or DELTAFLUID rights and obligations hereunder, shall not exceed the price of the Purchased Items. In no event shall DELTAFLUID liability to Customer extend to include incidental, indirect, consequential or punitive damages. The term "consequential damages" shall include but not be limited to, loss of anticipated profits, revenues or costs incurred.

## 9. WARRANTY

Goods sold hereunder are covered by a warranty against defects in material and workmanship provided the goods and services are subjected to normal use and service. The applicable warranty period is twelve (12) months from the date of installation or eighteen (18) months from shipping date to Customer of any item of the goods, whichever occurs first, or any other warranty period otherwise stipulated in writing by DELTAFLUID under this sale. For components not supplied by DELTAFLUID but linked or connected to its supply, the original manufacturer's warranty shall apply to the extent assignable to DELTAFLUID. The obligation under this warranty is limited to the repair or replacement, at DELTAFLUID option, of defective parts provided that prompt notice of any defect is given by Customer to DELTAFLUID in writing within the applicable warranty period and that upon the Customer's return of the defective parts to DELTAFLUID Headquarter, properly packed and with transportation charges prepaid by Customer; an inspection thereof shall reveal to DELTAFLUID satisfaction that Customer's claim is valid under the terms of this warranty. Customer shall assume all responsibility and expense for dismantling, removal, re-installation and freight in connection with the foregoing. The same obligations and conditions extend to replacement parts furnished by DELTAFLUID hereunder. DELTAFLUID does not assume liability for installation, labour or consequential damages. DELTAFLUID makes no warranty other than the one set forth herein. All other warranties, legal, expressed or implied, including but not limited to any expressed or implied warranty of merchantability, of fitness for the intended use thereof or against infringement are hereby expressly excluded. The applicable warranty ceases to be effective if the goods are altered or repaired other than by persons authorized or approved by DELTAFLUID to perform such work; if Customer fails to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty.

## 10. INSTALLATION

Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Customer. In the event that DELTAFLUID is requested to supervise such installation, DELTAFLUID' responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installations of the same type. Customer shall remain responsible for all other aspects of the work including compliance with the local regulations.

## 11. RETURNED GOODS

No goods may be returned to DELTAFLUID without DELTAFLUID prior written permission. DELTAFLUID reserves the right to decline all returns or to accept them subject to a handling/restocking charge. Even after DELTAFLUID has authorized the return of goods, DELTAFLUID reserves the right to accept them based on the conditions of the goods on arrival in DELTAFLUID warehouse. Goods will be considered for return only if they are in their original condition and packaging.

## 12. TERMS OF PAYMENT

Unless otherwise stated, invoices are payable within thirty (30) days of invoice date. Cash or anticipation discounts are not allowed. In case Customer fails to pay for any shipment when due, Seller shall have the right to suspend further shipments until receipt of adequate assurance of customer's ability to pay therefore. Payment terms are specified on the invoice. Any invoice not paid when due is subject to a late payment charge of 1.5% per month, or if such rate is greater than the maximum rate permitted by applicable law, then at the highest rate allowed by applicable law. In the event the Customer fails to make full payment when due and Seller employs an attorney or collection agency to assist in collection of the account, Customer agrees to pay all of Seller's reasonable cost of collection including collection agency fees and court costs.

## 13. CHANGES AND CANCELLATION

Orders accepted by DELTAFLUID are not subject to changes or cancellation by Customer, except with DELTAFLUID written consent. In such cases where DELTAFLUID authorizes changes or cancellation, DELTAFLUID reserves the right to charge Customer with reasonable costs based upon expenses already incurred and commitments made by DELTAFLUID, including, without limitation, any labour done, material purchased and also including Supplier's usual overhead and reasonable profit and cancellation charges from DELTAFLUID suppliers.

## 14. THE AGREEMENT

An acceptance and official confirmation of Customer's order by DELTAFLUID shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements. As of the acceptance of these terms and conditions by the Customer, DELTAFLUID reserves the right to quote the Client's name as a reference in any advertising, commercial and institutional document (including on its website), which the Customer expressly agrees. The law of France shall govern the validity, interpretation and enforcement of these terms and conditions of sale and of any contract of which these terms and conditions are a part.