

1. Scope of application

Any order for products implies the purchaser's unconditional acceptance of these general terms of sale, which prevail over any other document from the purchaser, and specifically over any general terms of purchase, unless otherwise previously agreed by JLTI.

Any special term in contradiction with these general terms of sale will only be deemed valid if it has been specifically agreed in writing by JLTI.

Any document other than these general terms of sale, and especially catalogues, prospectus, advertising, and user guides, is for information only and has no contractual value.

2. Orders

Orders received are not considered firm until they have been accepted in writing by JLTI and the customer has paid all the sums provided for with the order, and any addition duly accepted that may be due subsequently.

Any qualitative or quantitative modification to the order may only be taken into account after being subject to a written acceptance by JLTI.

No order cancellation, whether total or partial, shall be accepted without the written agreement of JLTI.

JLTI reserves the right to refuse, whether totally or partially, any order without being held liable in any way for this refusal.

JLTI reserves the right to refuse one or more orders if it considers that the customer's guarantees of solvency lead it to anticipate a partial or total payment default and/or when the order is placed by a customer with which JLTI has already suffered from one or more payment problems.

When placing the order, the customer undertakes to provide any information or documents required for the performance of the service so ordered. JLTI shall not be held liable for any event of any nature whatsoever resulting from the customer's failure to provide information.

3. Tariffs and prices

Our prices are determined by the tariff applying on the day the order is placed. They are Ex-works, with reference to the ICC Incoterms in force, subject to any prior agreement with the customer, and are always expressed before taxes, for products packed and uplifted from our factories.

Subject to any specific stipulation to the contrary, all our prices may be modified in accordance with variations in their cost components intervening between the date of the order and its delivery.

Subject to any special provisions accepted in writing by JLTI, our invoices are due at 45 days with effect from the end of the month in which the invoice was issued, by accepted bill of exchange or bank transfer, in compliance with the provisions of French law 2008-776, known as the "LME Law", of 4th August 2008.

Prices are expressed per quantity. Any order for a lesser quantity shall lead to a modification in the stated price.

In the event of any modification in the status or legal or financial structure of the purchaser, such as death, incapacity, winding up or modification of the company, merger, partial or total sale of the business, mortgage, pledge, late settlement or re-scheduling of a debt, or insolvency, our company shall have the right to suspend or terminate all or part of the orders placed, or contracts in course of performance.

Any payment of an invoice which is not requested and made by electronic bill of exchange shall be subject to additional administrative costs which will be billed per invoice. Settlements must be made at our head office. Our bills of exchange or the acceptance of methods of payment do not imply any renewal of or exceptions to the jurisdiction clause in these terms of sale.

In compliance with French law 92-1442 of 31/12/92 concerning the periods of payment between companies and clause 121 of French law 2012-387 of 22/03/2012 concerning the simplification of administrative procedures, the failure to pay a debt on its agreed due date shall lead to the payment of a fixed indemnity of €40, together with a penalty calculated on the basis of one and one half times the legal interest rate in force on the due date, and an indemnity equal to 10% of the amount overdue, and the forfeiture of the term for the entire debt.

4. Deliveries

Our delivery dates are given in good faith, but are purely for information, and are not binding in any way. They apply with effect from the receipt of the final order.

The customer shall not be able to invoke any delays as justification for the cancellation of all or part of an order and/or claim damages.

The products travel at the customer's own cost, risks and liability. All transport, insurance, customs procedures, handling and delivery to site are at the customer's own cost, risks and liability, and it is his responsibility to inspect deliveries in arrival and undertake, if necessary, any claims against hauliers, even if the delivery was made free of charge. In the event that the shipment was undertaken by the seller, the shipment is made collect or free of charge at the lowest tariffs unless otherwise requested by the customer, and in any event, under the latter's entire responsibility.

In the event of the customer's culpable failure, the delivery, comprising all it entails, shall be deemed to have taken place at the originally agreed date.

The seller is automatically freed from any undertaking or liability with respect to delivery times if the terms of payment have not been respected by the purchaser, or in the event of force majeure or any event such as lockout, strike, epidemic, war, requisition, fire, flood, tooling accidents, rejection of key parts during manufacture, transport interruption or delays, or any other cause whatever leading to the total or partial stoppage of work for the seller or for his suppliers and sub-contractors. The seller shall keep the purchaser informed in good time of any events of this nature. The case of force majeure leading to total or partial stoppage of work, or the disorganisation of the seller's or sub-contractors' workshops, frees the seller from the obligation to supply the products whose manufacture is suspended.

Subject to any written agreement to the contrary by JLTI, any quantity delivered with a variation of $\pm 10\%$ with respect to the quantity ordered, is deemed in compliance.

It is up to the purchaser to provide all necessary proof with regard to the defects or inadequacies observed. Any claim of whatever nature with regard to the products delivered shall only be accepted by our company if it is submitted in writing, by registered letter with acknowledgment of receipt within 10 days of receipt of the goods in question.

In any event, and after a joint examination of the claim, the customer shall only have the right to request our company to replace the non-compliant items and/or the additional quantity required to make up for the latter, at our costs, without the customer having the right to make any claim for damages or to challenge all or part of the order.

The purchaser is deemed to be the the custodian of the said goods with effect from their delivery. He undertakes to ensure that, with effect from their delivery, they are covered by loss, damage and theft insurance.

5. Retention of title

The transfer of title in our products is withheld until payment in full of the principal and other charges by the customer, even if time to pay has been granted. Any clause to the contrary, especially if included in the general conditions of purchase, is deemed unwritten, in compliance with clause L. 624-16 of the French commercial code.

By express agreement, our company shall be able to enforce its rights with regard to this reservation of title clause for any unpaid invoices for all its products in the customer's possession, the latter being contractually considered to be those which are unpaid, and our company shall have the right to re-possess them or claim them as indemnities for any overdue invoices, without prejudice to its right to complete any sales in hand.

The purchaser is authorised to convert the goods delivered, within the scope of his normal business operations. In the event of conversion of the products, the purchaser undertakes to pay the unpaid portion to our company immediately.

In the event of a seizure, or any other intervention by a third party, the purchaser is required to inform our company at once; the right to convert the products is withdrawn automatically in the event of judiciary administration or liquidation.

In the event of default by the purchaser, the part already paid remains the seller's property.

In the event of the customer's failure to pay an invoice by the due date, our company shall also have the right to cancel the sale after sending a formal notice. In the same way, after sending a formal notification, our company shall be able to take steps to draw up a unilateral inventory of its products in the customer's possession, and the latter shall immediately undertake to provide free access to his warehouses or other premises to this end, making sure that the identification of our company's products is still possible.

In the event of the opening of a procedure for judiciary administration or liquidation, the orders in process shall be automatically cancelled and our company reserves the right to claim the goods in stock.

This clause does not prevent all risks connected with the goods being automatically transferred to the customer when they are delivered to the latter.

6. Jurisdiction - Governing Law

By express agreement, and for any dispute between the parties regardless of its origin and nature, **sole jurisdiction is granted to the Lyons Court**, even in the event of a multiplicity of defenders.

The relations between the parties are governed solely by French law. If these Terms are translated into another language, the French text shall have sole authority.