

GENERAL CLAUSES AND TERMS OF PURCHASE OF AIR LIQUIDE WELDING FRANCE (ALWF)

1-GENERAL:

Acceptance of our order implies acceptance of all the printed or hand-written clauses featured on our order form, and waiver of all general or special terms of sale or any other document issued by the supplier. The supplier agrees to return our acknowledgement of receipt to us within 8 days, failing which the supplier shall be deemed to agree to the times, amounts and prices indicated on our order form. If any disagreement is indicated on the acknowledgement of receipt sent by the supplier, we reserve the right to cancel our order. Any verbal modification made to the order by one or other of the parties must be confirmed in writing to be contractually binding. The particulars terms of purchase or orders shall prevail on these general terms and conditions of purchase.

2-SUPPLIES:

The requirements of the specifications mentioned on our orders may not be modified without prior agreement.

Objects or materials delivered must fully comply with the specifications of the order and/or the plans, drawings, technical documents, samples and models that may be provided to the supplier.

The supply must be complete and suitable for the intended use.

Approval of plans and technical documents by ALWF shall not in any way relieve the supplier of his responsibilities.

If the supplier does not consider the applicable specifications or standards suitable to produce the desired results and performances, he must inform ALWF of such at the time the order is placed.

3-PRICE:

The prices indicated on our orders are exclusive of tax, firm and non-revisable, free of carriage, packaging and insurance delivered to our stores, unless otherwise stipulated on the order. The goods shall travel at the supplier's own risk, while we reserve the right to possibly choose the mode of transport.

ALWF agrees to protect the supplier's rights in the event of a delivery-related dispute.

The risks and responsibility for the equipment purchased shall be transferred at the time and place of delivery. Title shall be transferred once the parties have agreed on the goods and the price.

4-DELIVERY:

The delivery date or dates specified in the order is or are the dates of receipt in our stores. No advance delivery shall be accepted without the prior agreement of ALWF.

Delivery shall be effective when made to our stores or plants at the delivery address indicated on the order.

The delivery slip must include all the references of our order. ALWF reserves the right to refuse any excess delivery as against the order. Any excess shall be returned at the supplier's risk and cost.

ALWF disclaims all liability for any extra supplies delivered even if they are temporarily accepted.

Failure to comply with any delivery time, unless first agreed in writing, shall incur a penalty of 1 % of the value of the goods ordered, per full week of delay, without any notice to pay being required. The same shall apply if a start-up is scheduled while the parameters have not been obtained. For orders placed by ALWF for State contracts, we reserve the right, as soon as the supplier has had knowledge of this special clause on our order, or any other subsequent document, to make any defaulting supplier bear any penalty incurred by the ALWF as a result of delay caused by the supplier. In this case, these penalties shall not be combined with those mentioned in the paragraph above.

In excess of two months' delay, save in the event of force majeure, ALWF shall be entitled to terminate the order without prior notice, for material or objects still to be delivered, by registered letter with acknowledgement of receipt; the termination shall not give rise to any compensation payable to the supplier.

ALWF reserves the right to demand from the supplier, in addition to the aforementioned penalties for delay, the payment of justified damages that may result from late delivery. Payment of the penalties shall not release the supplier from his contractual obligations.

5-INVOICES:

Invoices shall bear all the compulsory markings required by law no. 92/1442 dated 31.12.92 and law no. 96/588 dated 01.07.96. Invoices must be produced in duplicate and be sent to us by post, rather than being enclosed with the delivery slip. The indications included in the delivery slip and in our order must be exactly reproduced on the invoice. An invoice shall be drawn up for each order. For a delivery corresponding to several orders, one invoice shall be drawn up for each corresponding order form. Any invoices that do not comply with these requirements shall be returned to the supplier.

6-INSPECTIONS:

On receipt at our stores, in the event of any non-conformity to or defect as against the specifications of our order, we reserve the right to return the supplies in question to the addressee carriage forward. Each supplier agrees to authorise ALWF to inspect or have inspected in its workshops or premises, the products intended for the same and to allow unrestricted access to its premises or workshops for this very purpose. All the plans and documents aforementioned in paragraph 2 shall remain the exclusive property of ALWF or of its affiliated Companies. The supplier agrees to return them in good condition on request by the ALWF. The supplier agrees to consider the aforementioned plans, drawings, documents, samples or models to be strictly confidential, along with any other information or data of which he has knowledge from ALWF or its affiliated Companies through an order or the fulfilment thereof. He therefore agrees not to disclose the same to any third party and/or to use them for his own purposes, other than manufacturing pursuant to orders placed by ALWF.

7-TERMS OF PAYMENT:

Unless otherwise stipulated on the ALWF order form, and according to article L441-6 of commercial code as modified by the law n° 2008-776 dated August 4, 2008 called LME, the payment shall be made 45 days end of month date of invoice, by bank transfer.

8-TOOLS:

Tools specially manufactured for the production shall belong to ALWF or to its affiliated companies up to its contribution to the financing of said tools. They may not be disclosed or used for any purposes other than ALWF orders.

9-SUPPLIES OF SPARE PARTS BY ALWF:

Title to any supplies of spare parts or sub-assemblies by ALWF to its subcontractor shall be reserved in favour of ALWF until full payment of the price by the subcontractor. The subcontractor formally declares that he accepts such reservation of title clause in favour of ALWF.

10-SUBCONTRACTING:

The supplier may not subcontract all or part of the order without the prior authorisation of ALWF, in which case, he shall remain solely liable to the same.

11-WARRANTY - LIABILITY:

The supplier shall guarantee the supply against any defects, defective equipment design, constructional defects and faulty material, and shall guarantee compliance thereof with the intended use and its ability to produce the guaranteed performances. He shall certify that the supply complies with the characteristics of the specifications he has accepted. ALWF reserves the right to demand any damages from the supplier that may be incurred as a result of such defects. The supplier shall guarantee ALWF against any third-party claims relating to patents, trademarks or models unduly used by the supplier. In the event that any direct action is taken against ALWF, the supplier shall compensate ALWF for any costs or conviction resulting from the same. The supplier shall be solely liable for any damage occurring in the performance of services by him, by his staff or by his subcontractors. The supplier agrees to take out and keep an insurance policy covering his civil liability for the entire duration of his services.

12-JURISDICTION:

In the event of a dispute, the Paris Courts shall have sole jurisdiction, unless otherwise provided.