

AXIOME'S STANDARD TERMS OF SALE

I. GENERAL

These standard terms of sale define the terms of supply of robotised machines, cutting toolings, related equipment and spare parts (hereinafter referred to as the "Products") as well as the terms of execution of the research, development [or] programme work (hereinafter referred to as the "Work").

Said terms shall form an integral part of any order placed by the Customer or any agreement that Axiome enters into with the Customer.

The Customer shall be systematically provided with said standard terms and the Customer represents that he/she/it has read and accepts the same prior to placing an order or entering into an agreement.

As a consequence, any term that provides otherwise or any reference on the order or else in the standard terms of purchase, save with Axiome's prior written acceptance, may not prevail over the application of these standard terms.

The parties shall have finally entered into this agreement:

- when the customer is sent acknowledgement of receipt of the order or,
- when the customer unreservedly accepts Axiome's proposal or
- when the agreement has been signed.

Moreover, the fact that Axiome fails to claim under the standard terms at any time may not be interpreted as a waiver of its right to subsequently claim under any one of said terms.

II. LIMIT OF THE SUPPLY OF PRODUCTS AND WORK

The Products supplied to the Customer and the Work that Axiome shall carry out are precisely and restrictively described in the agreement or order.

The following are not included in the supply of Products :

- Masonry work, civil engineering, bases, seals
- Fluid intake and outlet systems,
- Electrical supply and earthing,
- Fillings with the supply of products useful for use,

And in general anything that is not specified in the offer or proposal as part of the supply.

The Customer undertakes to provide Axiome, prior to the start of the execution of the Work or manufacture of the Products, with all information required for the execution thereof.

III. PRICE

The prices of the Products and Work are set forth in Axiome's proposal.

For standard Products and/or Work on the price lists, the prices are those on the price lists in force on the date of the order.

Axiome reserves the right to change its price lists at any time. Price lists shall be available to customers and disclosed on simple request.

Unless otherwise specified in the proposal, the term of validity of Axiome's proposals is one (1) month at most as from the date of the proposal.

The order must concern a minimum amount of EUR 46, net of tax. If the order is less than this amount, an increase for administrative charges shall be invoiced to reach said amount.

The price of the Products shall not include any tax, duty or tax expense whatsoever in the country through which the Products shall transit and/or in the countries where the Products shall be sold. The Customer shall bear all of said taxes, duties or tax expenses. However, if said taxes, duties or expenses are payable by Axiome, the Customer shall be liable to reimburse Axiome for same on receipt of the relevant invoice.

IV. PAYMENT

All invoices less than EUR 250 shall be payable on receipt of the invoice, by bank transfer.

For invoices in an amount in excess of EUR 250, the invoice shall be payable 30 days as from the date of the invoice.

For non standard Products and/or specific Work in respect of which a proposal was made, the terms and conditions of payment thereof shall be set forth in the proposal.

The places of payment are :

- CMO, 23 Boulevard Aristide Briand (85) LA ROCHE SUR YON, IBAN FR76 1551 9390 3100 0210 0700 113 / BIC CMCIFR2A
- Crédit Maritime, (85) LES SABLES D'OLONNE, IBAN FR76 1721 9406 2024 3780 0101 054 / BIC CCBPFRPP219
- Société générale (85) LA ROCHE SUR YON, IBAN FR76 3000 3017 4900 0201 0439 849 / BIC SOGEFRPP
- Banque Tarneaud, (44) NANTES, IBAN FR76 1055 8022 5211 3063 0020 086 / BIC TARNFR2L
- Banque BNP Paribas, (44) NANTES, IBAN FR76 3000 4024 0800 0110 1165 358 / BIC BNPAFRPPVLE

Acceptance of drafts shall not create an exception to this clause.

In accordance with the Act of 15 May 2001, in the event of payment after the due date, penalties for late payment shall be calculated as from the due date up to the date of actual payment at a rate equal to 1.5 times the legal interest rate.

Non-payment of any bill shall automatically entail compulsory payment of the entire outstanding balance and the suspension of deliveries.

V. DELIVERY – TIME FRAMES

IV-1 – Delivery

The Products shall be delivered "EX WORKS", in accordance with Incoterms of the International Chamber of Commerce, 2010 issue.

For Products in respect of which Axiome is responsible for transport, the Products shall be delivered "CIP", in accordance with Incoterms of the International Chamber of Commerce, 2010 issue.

IV-2 – Time frames

Unless otherwise provided, delivery times are given for information only.

In the event of firm delivery times, they shall begin to run only after the Customer has provided all information required for manufacture of the Products or execution of the Work.

Moreover, when the manufacture of the Products or execution of the Works is subject to the Customer's prior agreement, Axiome's time limits for performance shall begin to run only as from the Customer's agreement.

Any delays in delivery and/or in transport may not under any circumstances justify cancellation or termination of the order or agreement or the payment of any indemnity by Axiome, which may include but not be limited to immobilisation or delay.

VI. TRANSFER OF RISKS

Unless otherwise provided, Risks shall be transferred for "EX WORKS" deliveries on the date the Products are made available to the Customer in Axiome's plant or warehouse and for "CIP" deliveries on the date the Products are handed over to the first carrier that Axiome chooses on behalf of the Customer. Therefore, the Customer shall be responsible for carrying out checks upon the arrival of the finished Products, in the carrier's presence and for making reservations to the carrier in accordance with the conditions laid down by law.

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VII. CHECKING OF COMPLIANCE

The Customer undertakes to check the compliance of the Products and Work upon delivery of the Products and/or Work.

In the event of defects, the Customer undertakes to inform Axiome thereof upon removal in Axiome's plants for "EX WORKS" deliveries or upon receipt of the Products at the Customer's premises for deliveries to the Customer when Axiome is responsible for transport.

For orders or agreements that provide for acceptance at the plant, compliance shall be checked when acceptance tests are carried out at the plant. Acceptance tests shall be carried out at the plant in accordance with the test procedure communicated to the Customer with Axiome's proposal and which forms an integral part of the order or agreement. Axiome shall carry out the tests in the customer's presence. The Customer shall be duly called to attend tests 2 days prior thereto. In the event of the Customer's absence, despite the fact that he/she/it was duly notified, acceptance tests shall be carried out in the Customer's absence and they shall be deemed to have been jointly carried out. Axiome shall draw up an acceptance report at the end of satisfactory tests. In the event of the Customer's absence, despite the fact that he/she/it was duly notified, Axiome alone shall sign the report. Final acceptance may not be deferred more than one month after delivery.

VIII. WARRANTY

Axiome's warranty shall be expressly limited to Axiome's proper carry out of the Work or manufacture of the Products, in accordance with currently accepted practices and the terms of the agreement or order.

Regarding carrying out of its Work or manufacture of its Products, Axiome undertakes to execute or manufacture same with the due care of a professional.

Only the Customer may claim under the warranty.

Defects arising from non-compliant use, maintenance or storage in view of instructions given for use, maintenance or storage shall not be covered by the warranty.

The warranty shall not cover use that is considered to be normal.

During the warranty period, the term of which is set in the proposal and which shall take effect on delivery (V) of the Products and/or Work, unless otherwise provided in the proposal, Axiome undertakes to carry out the Work again or after receipt of the Products in Axiome's workshops, to repair (parts and labour only) or replace the Products recognised to be defective on account of a defect in materials or bad workmanship, provided that the Customer makes a claim within one (4) days after the occurrence of the defect.

If the warranty period is not specified in the proposal, the order or agreement, the period shall be limited to one (1) month for the Works and to twelve (12) months for the Products as from delivery (defined in point V).

The Customer shall bear the costs of transport of the Products or part thereof and in the event of visits to the site, the costs of travel to and from the site, the accommodation expenses of Axiome's technicians. Axiome shall be reimbursed for said expenses upon presentation of documentary evidence.

IX. LIABILITY

In any event, Axiome's liability shall be limited to the price of Works and/or the Product at issue and it shall not cover any material, consequential, direct or indirect damage, which shall include but not be limited to said trading losses, stoppage of production.

X. RETENTION OF TITLE

Title to the Product shall be transferred to the Customer only after the price, principal, costs and incidental costs, have been paid in full.

The presentation of bills of exchange or any debt securities shall not constitute payment within the meaning of this clause.

XI. INTELLECTUAL AND INDUSTRIAL PROPERTY – CONFIDENTIALITY

Axiome shall retain title to plans and documents delivered to the Customer prior to or subsequent to the execution of the agreement, in particular, as part of a preliminary study or study.

Special application software developed for the Customer's special operation(s) known as "Programmes" delivered in connection with or with the Product shall become the Customer's property.

Plans, documents and software other than those defined above shall continue to be Axiome's property and the Customer may not, without Axiome's prior written agreement, use same for purposes other than performance of the agreement or copy, reproduce, pass on or disclose same to third parties.

XII. FORCE MAJEURE

The force majeure event that releases Axiome from its obligations or excuses it for delay in the fulfilment of its obligations shall mean any event that may not be overcome, despite Axiome's reasonable care, which shall include but not be limited to: fires, explosions, floods, shortage of materials or transport, electricity and energy shortage, accident affecting the production, abnormal delays with certification, force majeure by suppliers and/or subcontractors, strikes, lock outs, riots, war, blockades, piracy, restrictions, requirements or prohibitions imposed by government authorities or by any other authority that constitutes a "government fiat". In the event of the occurrence of a force majeure event, Axiome shall inform the Customer thereof within eight days after the occurrence of the event or of its knowledge thereof.

In the event of delay, said time limits shall be extended by the duration of the delay caused by the force majeure event.

If, following a force majeure event as defined above, Axiome is unable to perform the Agreement in whole or in part or if the force majeure event lasts more than 6 months, each of the Parties shall be entitled to terminate the Agreement in whole or in part, without damages, penalties or any other compensation or contribution to the loss that it sustained by reason of the force majeure. The part of the Agreement that has already been performed may not be terminated.

XIII. LAW AND REGULATIONS

The Customer shall be responsible for informing Axiome, prior to the order, of any change in a Product that is necessary to adapt it to the applicable standards and regulations in said countries. The contractual terms shall be adapted to required changes.

In the event of changes in standards or regulations occurring during the agreement, the contractual terms shall be adapted accordingly. Moreover, if said changes make performance of the agreement too difficult or even impossible, Axiome may terminate the agreement by sending an ordinary registered letter with acknowledgement of receipt, and claim an indemnity to compensate for the costs that Axiome incurred and/or sustained prior to and upon termination of the agreement.

XIV. JURISDICTION – GOVERNING LAW

French law shall govern orders.

Any dispute that is liable to arise between Axiome and its customers in connection with the formation, performance or interpretation of agreements or orders shall be referred to the exclusive jurisdiction of the Courts of La Roche sur Yon.

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