

The present General Terms and Conditions of Sale cancel the previous General Terms and Conditions of Sale and are themselves likely to be the subject of a new edition.

Article 1 - Application - Definitions

1.1. All sales of Products by ACOME (hereinafter called 'the Vendor') are controlled by the present General Terms and Conditions of Sale as well as by the 'Contract of Sale' set forth below.

The provisions contained herein are subject to amendment or binding upon the Vendor only upon written and signed consent by the Vendor (hereinafter called the 'Special Terms and Conditions') including the exact text of the clauses amended with respect to these Presents, which remain applicable in all of their other provisions.

The Contract of Sale is constituted of the following items:

- the Special Terms and Conditions;
- the present General Terms and Conditions of Sale;
- the technical specifications setting forth the purpose of the Contract of Sale;
- the Vendor's order acknowledgement and offer;
- the technical and administrative prescriptions, regulations, standards, unified technical document and any technical notices that might be applicable.

In the event of divergence or of contradiction between the items of the Contract of Sale, the order of priority is that given in the list above.

1.2. Without prejudice to the Special Terms and Conditions, notably for export, the Contract of Sale is valid at the earliest as from its signature by the Buyer and the Vendor and/or of the Vendor's order acknowledgement rendering applicable the present General Terms and Conditions of Sale to the exclusion of any other special or general term or condition coming from the Buyer in whatever form it may be formulated.

Article 2 - Offer

2.1. The information included in the Vendor's catalogues, instructions and schedules and in its technical and commercial documentation is given only on an indicative basis and in no way constitutes formal offers whose acceptance would be definitively binding on the Vendor. The Vendor reserves the right to withdraw a Product from its above-mentioned pricing and advertising documents without prior notice.

In the same way, improvement of the Vendor's Products in connection with its technological progress or with the applicable regulations may be made without prior notice even if it results in variations in the technical characteristics of the said Products.

2.2. Subject to all legal public-order provisions, the Vendor contracts for its Products no obligation of result, and its obligations are limited to the sale and delivery of Products that are in conformity with the descriptions, characteristics and specifications included in the Contract of Sale.

2.3. The Vendor is bound by the commitments of its representatives or of its employees only if they have been the subject of a written and signed confirmation issued a person who is duly authorized for this purpose.

2.4. The offers remain valid solely within the limit of the 15-day option period unless stipulated to the contrary. Additional Product offers are included in a separate offer.

Article 3 - Other Details on Formation of the Contract of Sale

- In the absence of formal acknowledgement from the Vendor stipulated in article 1.2., for any reason whatsoever, acceptance of the order can also result from shipment of the Products.

- In order to be accepted, the initial Contract of Sale with any new Buyer must be accompanied by its bank references.

- No request for modification to the specifications of the Contract of Sale made by the Buyer can be taken into account unless it reaches the Vendor in writing prior to the beginning of performance of the Contract of Sale (putting into production or packaging for Products available in stock).

Article 4 - Price

4.1. Unless specified otherwise by Special Terms and Conditions, prices for the Products are understood to be in Euro exclusive of V.A.T. and ex Vendor's factory or warehouse (sales in France) or ex-works in accordance with the Incoterms 2010 (I.C.C. publication-international sales).

4.2. The Products are sold at the price agreed on in the Contract of Sale. The price is subject to revision according to variation in costs of the items constituting the Products under the terms and conditions specified in the offer. The prices invoiced are those in force on the day that the Products are made available. Variations in costs of the constituent items or change in prices, in the general terms and conditions of transport, or in costs for customs (for Products intended for export), can in no case justify cancellation of the Contract of Sale.

Article 5 - Terms of Delivery

5.1. Unless otherwise provided and in accordance with article 4.1., the Products are delivered ex Vendor's factory/warehouse or ex-works, with loading, chocking and stowing payable by the Buyer.

Risks are transferred to the Buyer from the time of this delivery, although transfer of ownership is deferred in application of article 14 hereafter. Consequently, the merchandise always travels at the risk and peril of the Buyer, which exercises alone any possible recourse against the Carrier.

5.2. Except where otherwise provided in the Special Terms and Conditions of Sale, for delivery ex-factory / warehouse or ex-works, the Buyer is responsible for transport and insurance of the Products as from their delivery.

At the exceptional request of the Buyer, any possible intervention by the Vendor in deciding upon or performing transport, and for insuring the Products, is carried out in the name and on behalf of the Buyer, without in any circumstances conferring on the Vendor either the quality of or the responsibility as forwarding agent or of Carrier.

If, with the Vendor's agreement, shipment is delayed at the wish of the Buyer, the Products are stored and handled at the expense and risk of the Buyer without responsibility for the Vendor. These provisions in no way modify obligations of payment for the Products and do not constitute a novation of the Contract of Sale.

5.3. Notwithstanding article 5.1. providing for delivery ex-factory or ex-works, in all cases where the Vendor is required to provide organization of transport according to the Incoterm chosen, shipments are carried out, at the wish of the Vendor, by any means of transport at the lowest rate. In this same case, if the Buyer imposes its Carrier or special terms and conditions of transport, the Vendor invoices it for the additional transport fees that it has to bear due to this fact.

5.4. The Buyer or its representative give full discharge to the Carrier only after being assured that the Products are complete and in perfect condition. As stipulated in article 5.1., in the event of damage or missing, it is the Buyer's responsibility to carry out the legal formalities required by article L.133.3 of the French Commercial Code or, if international transport is concerned, to comply with the applicable international agreement.

Article 6 - Delivery Times

The delivery times indicated by the Vendor are understood to date from the order acknowledgement form. These delivery times are purely indicative, and failure to meet them can result neither in cancellation of the Contract of Sale nor in compensation, unless gross negligence by the Vendor is demonstrated.

If, notwithstanding the foregoing, the Vendor has agreed to penalties for late delivery, the said penalties are inapplicable in the event of late deliveries due to non-performance by the Buyer of its obligations (e.g. information or documents not provided in a timely manner, non-performance of contract and particularly non-compliance by the Buyer with the terms of payment on earlier or current deliveries), or if the failure to meet this delivery date generates no real loss for the Buyer.

War, total or partial strikes or work stoppages, epidemics, total or partial interruption of means of transport, shortage of raw materials, machine or tool breakage, impediments resulting from measures taken by the competent authorities concerning importation, exchange control or internal trade regulations, incidents or accidents brought about by any cause resulting in all or part of the factories being rendered idle and, in a general fashion, any accidental case or case of force majeure authorise suspension ipso jure of the Contract of Sale in being, or tardy performance thereof, without compensation or damages.

Article 7 - Terms of Payment

7.1. Except where otherwise provided in the Special Terms and Conditions of Sale, the Products are payable at a maximum of thirty (30) days after the date of receipt of the products.

The departure point of the payment time-limit is the date of delivery (availability ex-factory or ex-works), the said date constituting the source of billing.

The Vendor reserves the right, even after signature of the Contract of Sale, to demand cash payment in consideration of a discount or any guarantee that it might deem indispensable.

In the event of early payment reaching the Vendor no fewer than twenty (20) days prior to the due date, a discount equal to the prevailing EURIBOR (Euro Interbank Offered Rate) in force on 3 months plus one point can be granted pro rata the number of days remaining until the intended due date.

In the event of a modification affecting the composition and/or definition of the EURIBOR (Euro Interbank Offered Rate) just as in the event of disappearance of the EURIBOR (Euro Interbank Offered Rate) and of substitution of an index of the same or equivalent nature, as well as in the event of a modification affecting the organization publishing it or the methods of publication, the index arising from this modification or from this substitution shall apply ipso jure; interest on credit shall be calculated on the basis of this new index.

7.2. The merchandise sold is payable at the Vendor's registered office (ACOME, Services commerciaux et financiers [Commercial and Financial Department] - 52 rue du Montparnasse, 75014 PARIS, France).

Prior to the opening of an account on the books of the Vendor, payment shall be made in cash.

After the opening of an account, the Vendor shall apply the discount provided for in paragraph 1, provided that the conditions have been met.

7.3. The method of payment allowed is the computerized bill of exchange, which must be returned, accepted by the Buyer within a maximum period of ten (10) days, or the computerised promissory note.

Whatever the means of payment used, costs for instituting it are payable by the Buyer.

7.4. Settlement of any sum payable is made net of all withholding, deduction, charge or commission. In particular, any dispute relative to the Products shall be specially dealt with between the Buyer and the Vendor. In no case is the Buyer thereby authorized to unilaterally defer or suspend payments or to make deductions on or set-offs against other invoices.

7.5. Any account or invoice remaining outstanding at maturity will incur late payment penalties as of right with effect from the date at which settlement becomes due. The interest rate for late payment penalties is equivalent to the Central European Bank refinancing rate of interest in force at maturity, with a surcharge of ten (10) points. No reminder is given in the case of late payment penalties.

Without prejudice to the application of article 14 hereafter, non-payment by the Buyer of an invoice on its due date renders payment of the other invoices not outstanding immediately due. In this case, the Vendor also has the option of suspending or of cancelling performance of the current Contract of Sale and of requiring cash payment prior to any new delivery of Products, whatever the terms and conditions previously agreed on for the said Products.

Article 8 - Wrapping and Packaging

In the absence of any special indication on this matter in the Contract of Sale, any wrapping and packaging shall be in compliance with the standards in use in the Vendor's workshops.

In the absence of any precise commitment by it on this point in the Contract of Sale, the Vendor incurs no responsibility due to the merchandise not having been packed.

In the event of delivery on cable drum, the following is invoiced to the Buyer at the same time as the cables:

- Either a deposit presenting the character of a guarantee (on the basis of the price in force)

In the event of return of the drums carriage-paid and in good condition within three (3) years reckoning from the first day of the month following that of their availability, the deposit is refunded to the Buyer and rental is invoiced from the fourth month to the thirty-sixth month. Any costs for repairs are invoiced if the drum is not returned in good condition. Any drum not returned at the end of the period of three years mentioned above becomes, at expiration of this period, property of the Buyer, with the amount of the guarantee representing the price of sale of the drum.

- Or a fixed compensation for immobilization corresponding to one-fourth of the value of the drum. In this case, an annual balance is carried out between drums sent and drums returned. According to whether the balance is positive or negative, a credit note or a debit note is carried over to the following year.

Article 9 - Acceptance

9.1. At the express request of the Buyer, the Products made available ex-factory or ex-works can be the subject of acceptance in the presence of the Buyer and of the Vendor.

The corresponding expenses, and in particular costs of fees and of the acceptance report, are payable by the Buyer. The receiving agents or any outside inspecting organisation are responsible to the Vendor for any possible damage caused by them.

9.2. Otherwise, acceptance of the Products is considered to be carried out at the same time as the transfer of risks, with delivery ex-factory or ex-works, upon delivery of the Products to the initial Carrier for loading, stowing and transport.

9.3. In all circumstances and without prejudice to articles 9.1. and 9.2., use of the Products by the Buyer amounts to de facto acceptance.

- 9.4. The quantities invoiced are those which have in fact been delivered, except for a possible customary tolerance of 3 % in absolute value.
- 9.5. The acceptance defined above extinguishes all claims by the Buyer relative to apparent defects or non-conformity to the Contract of Sale.

Article 10 - Delivery by the Carrier to the Buyer

- 10.1. As indicated in article 5.4. above, in the event of damage or of missing, the Buyer alone is responsible for carrying out the legal formalities required by article L.133.3 French Commercial Code or, if international transport is concerned, for complying with the applicable international agreement.
- 10.2. Notwithstanding the methods of delivery provided for in articles 4 and 5, if the method of delivery agreed on in the Special Terms and Conditions stipulates that the transfer of risks takes place at the time of delivery of the Products by the Carrier to the Buyer, all reservations concerning non-compliance of the Products with specifications, patent defects, damage or missing shall be notified formally and jointly to both the Vendor and the Carrier no later than three (3) working days following the date of delivery established by the receipt or the delivery slip to the Carrier in application of article 5.4. above.
- Otherwise, delivery by the Carrier extinguishes all claims against the Vendor under the same terms as article 9.5. above.

Article 11 - Miscellaneous

11.1. Reservations

In the event of reservations at acceptance in accordance with article 9 or upon delivery by the Carrier in accordance with article 10.2. (to be formulated within the required time limits), the Buyer is responsible for providing all proof as to the reality of the defects or anomalies that may have been observed. It shall allow the Vendor all facilities for observing the defects and for providing remedy thereto. It shall refrain from intervening itself or from having a third party intervene.

11.2. Storage after delivery to the Buyer

- Cable products are stored in accordance with the best professional practice, Seller's instructions if they exist and in particular protected from sun, rain, wind and cold.
- It is the Buyer's responsibility to ensure that its premises are appropriate for storage of the Products and that the floors are clean, without metal parts, boards or pieces of wood studded, stones, staple, etc., and more generally all objects that could damage products.

Article 12 - Warranty

12.1. General information

Except where stipulated otherwise, the Products are manufactured in compliance with the standards in force, if any, and with the customary tolerances in ordinary quality.

Unless expressly and specially stipulated, the Vendor warrants the usability of the Product only for the use for which it is designed and not for a distinct or special use for which it might be intended by the Buyer.

In accordance with article 2.2. above, the Vendor is bound by no obligation as to result. These exclusions concern in particular cases of incorporation of the Products by the Buyer into sets or systems delivered to a third party.

12.2. Fields of application

Within the scope of articles 9, 10 and 11 above, the Buyer has already immediately verified any patent defects (e.g., non-restrictively: quantity, dimensions, weight, quality) and compliance with the contractual specifications of the Products. Such defects or anomalies are excluded from the warranty under this article 12.

12.3. Definition

Latent defects in materials and of production impairing normal use of the Products and coming within the scope of this warranty are covered for twelve (12) months as from the time that the Products are put into service, and no more than sixteen (16) months after the date of delivery, defined hereinabove in articles 4 and 5.

12.4. Bringing into play

Once an anomaly has occurred, the Buyer is required to take all required emergency measures.

During the warranty period, it is imperative that all claims be formulated by registered letter with advice of receipt no later than one (1) month after discovery of the defects or faults, and that the letter include all information that is likely to characterize the nature of the defect and to facilitate servicing by the Vendor. The Vendor accepts no return of merchandise without having authorized such return in writing beforehand.

12.5. Content

In all circumstances, the Vendor is bound only to replacement pure and simple of the Products acknowledged to be defective under an examination in the presence of both Parties, at the lowest rate of transport.

Transport costs for the disputed parts as well as travel and accommodation costs for the Vendor's technicians incurred at the time of an on-site repair are payable by the Buyer. Defective parts replaced under warranty remain in the ownership of the Vendor.

Intervention by the Vendor on the place of use of the Products shall be by prior agreement between the Parties, it being understood that being neither qualified nor authorized for this purpose, the Vendor in no case replaces the various participants in the act of construction or on the work site (installers, operators, consultants, architects, project manager, owner, etc.).

12.6. Limitations and exclusions

- The warranty is limited to replacement of the Products within the maximum limit of the total amount of the price invoiced, to the exclusion of all other losses, damage, indemnities of any nature and, in particular, to the exclusion of all indirect and/or consequential loss or damages such as (without this list being restrictive) any losses of earnings or loss of business that might be suffered by the Buyer.
- The warranty excludes defects that are due to normal wear and tear of the Product, to improper installation or arrangement, to implementation that is not in accordance with professional practice, the unified technical document, applicable technical notices and prescriptions or with the Vendor's instructions, or due to incorrect use, defective upkeep or storage, deterioration, an accident resulting from negligence, errors in handling or surveillance, the malfunctioning of related equipment, or due to a case of force majeure or accident, to a unilateral servicing of the Products without prior written consent from the Vendor or due to an error resulting from inexact data provided by the Buyer.

12.7. Other provisions

Repairs carried out within the scope of the present warranty shall not result in extension of the original period of contractual warranty granted for the Products in question.

Repair of used Products by the Vendor under a specific Contract for the provision of services to this effect is not covered by any guarantee.

For accessories or, in general, for any equipment subcontracted by the Vendor, the warranty is identical to that given to the Vendor by its own suppliers or subcontractors.

Interventions that prove not to be under warranty are the subject of separate orders or provisions of services and are invoiced as such.

Article 13 - Liability

- The Vendor's liability, for whatever reason, including implementation of the warranty provided for in article 12, shall not exceed the total of payments received under the Contract of Sale, within the limit of Euros 150.000 (one hundred and fifty thousand Euros).

- The Vendor's liability excludes all losses or indirect or consequential damage such as loss of earnings, loss of use or of income, claims by third parties, etc., without this list being restrictive.

- Without prejudice to article 6 paragraph 2, the Vendor is not responsible for the total or partial non-performance of its obligations, if this non-performance results even from a cause that is predictable, avoidable or surmountable, whether this cause be that of the Vendor or foreign to it, where such cause renders performance of its obligations more difficult and/or more costly, even if such cause does not have the character of force majeure.

In particular, such a cause includes, for example, the following cases: civil or foreign war, insurrection, rioting, acts of terrorism, natural catastrophes, embargo, blockade, all measures taken by French or foreign authorities, interruption of the Vendor's supplies, delays due to the Carrier, strikes, lockouts, occupation of factories, civil unrest.

Article 14 - Reservation of Title

- Ownership of the merchandise sold is transferred from the time of payment of the price in full by the Buyer (VAT included). Check, letters of exchange or all deeds creating an obligation to pay are considered as payment only from the time of their final collection, with the clause on reservation of title remaining in force until that time.

- In the absence of payment at the agreed time, return of the merchandise can be required ipso jure and without prior formality.

- Until full payment of the price, the Buyer undertakes to individualize the Products sold and to ensure that they remain perfectly identifiable by the Vendor as relating to the Contract of Sale.

Otherwise, the merchandise in the Buyer's possession is assumed to be that which is not paid for, if the said merchandise is identical to it.

- The Buyer shall bear all risks that the Products might suffer or cause from the time of their delivery ex-factory or ex-works, and it shall take all measures to preserve the Vendor's right of ownership.

At the time of entering into the Contract, it undertakes to take out the necessary insurance policies.

- Partial payments remain made over as compensation for the prejudice resulting from non-performance of the Contract of Sale, and in particular, the prejudice resulting from the disappearance of or damage to the Products, without prejudice to the right for the Vendor to claim other damages for compensation in full for the prejudice suffered.

Article 15 - Industrial and Intellectual Property and Confidentiality

- 15.1. Proposals, studies, calculations, documents and tools, data, specifications, terms of reference and information communicated by the Vendor to the Buyer or coming to the knowledge of the Buyer at the time of consultation or at that of performance of the Contract of Sale and, more generally, the Vendors' know-how, remain the exclusive property of the Vendor and shall be returned to it.

All of the above-named items as well as those submitted by the Vendor to the Buyer shall be considered confidential and shall not be communicated to persons other than those who are lawfully entitled to have knowledge of them, nor shall they be reproduced without prior written authorization from the Vendor, even if participation in the cost of their making out has been invoiced.

Moreover, the Parties undertake to disclose no confidential information which, coming from the other Party, may from time to time come to their knowledge in connection with the performance of the Contract of Sale.

The Vendor reserves the right to use freely, within the scope of its activity, all information that it draws from performance of the Contract of Sale.

The Buyer is entitled to use the knowledge provided by the Vendor only for the production and/or exploitation of the precise subject of the Contract of Sale.

Unless specifically provided otherwise (e.g. specific service duly remunerated and defined), no waiver shall be allowed from the present article 15.1. concerning the above-mentioned industrial and intellectual property relative to the products.

- 15.2. In a general manner, as soon as one of the Parties becomes aware of the fact that performance of the Contract of Sale may infringe the industrial property rights of third parties, or from the moment of the initial intimation by a third party against the Vendor or against the Buyer, the Parties shall communicate to each other all information and all items that are likely to nullify such rights or such contention.

Article 16 - Termination

- 16.1. Without prejudice to the Vendor's right to reclaim possession of the Products under article 14 above, sale of the Products can be terminated or cancelled ipso jure at the sole option of the Vendor in the event of non-payment by the Buyer, on the date when it becomes payable, of all or part of the price invoiced and/or of the VAT relating thereto.

- 16.2. Moreover, the Vendor or the Buyer is entitled to terminate the Contract of Sale in the event of nonperformance by the other Party of its obligations, or in the event of cessation of payments by the other Party or, subject to all legal public-order provisions, in the event of court-ordered redress, liquidation or amicable winding-up of the other Party or, generally, if the said other Party should cease trading for any reason whatsoever.

- 16.3. In the cases referred to in 16.1. and 16.2. above, termination occurs immediately ipso jure by ordinary notification and without there being any need for formal notice or legal proceedings or other means, by the sending of a fax or of a registered letter with advice of receipt, and the Vendor is entitled to reclaim possession of the Products covered by the terminated Contract of Sale, without prejudice to any legal damages.

Article 17 - Sale, Transfer

The rights and obligations resulting from the Contract of Sale may not be sold and/or transferred to a third party by the Buyer without prior written consent from the Vendor. This provision concerns, in particular, transfer of the warranty to a third party in the event of resale of the Products by the Buyer, under its own responsibility.

Article 18 - Notifications

All notifications under the terms of the Contract of Sale shall be made by fax or by registered letter with advice of receipt, and they shall be considered performed as soon as they are sent.

Article 19 - Applicable Law - Grant of Jurisdiction

- 19.1. The present General Terms and Conditions of Sale and all Contracts of Sale signed between the Vendor and the Buyer are governed by French law.

- 19.2. As concerns international sales, the Vendor and the Buyer agree to exclude application of the United Nations Agreement of 11 April 1980 on international contracts for the sale of goods insofar as the said Agreement is incompatible with or contradictory to the present General Terms and Conditions of Sale.

- 19.3. Except where specially provided to the contrary, any dispute resulting from the formation, interpretation or performance of the Contract of Sale shall be submitted, in the absence of an amicable agreement, to the exclusive competence of the Commercial Court of Paris, even in the event of introduction of third parties or in that of the plurality of defendants.