

## General conditions of sale

### ORDERS

Placing an order implies formal acceptance of these general conditions, which shall override any previous agreements between the parties as concerns the buyer, except for any previous, written exceptions. Logged orders shall be confirmed by URBACO and shall become definitive only once the document signed by the client is received. In case of estimates set by URBACO, receipt of the accepted estimate is valid and considered to be a definitive order. Delivery terms shall be subsequent to the receiving of written orders and to the defining of all of the technical and commercial details; all of which, shall be substantiated by URBACO SA's notice of receipt of order and once the client has returned the signed acceptance.

### Offers and quotations

Unless otherwise agreed, URBACO's quotations are valid for 30 days (60 days when exporting) after the relative delivery. If the client's acceptance is not entirely in line with the offer or the quotations, the agreement shall be fulfilled exclusively after the definitive written and complete agreement of the seller. Any modification requiring new research or a change in the supply may result in a change of price or terms. Schemes, descriptive quotations and models drawn up by URBACO SA exclusively belong to the same. It is prohibited to copy these, even partially, or retain or communicate them to any third parties without written consent of the seller, even after the work has been carried out. In the event of abuse, such facts may result in damages and interest. The agreement shall be drawn up upon receipt of the definitive, signed quotation which shall include the down-payment, if required.

### Annulments

Any order is irrevocable, save for special written exceptions by the URBACO SA company. In the event of an annulment of an order formally accepted by the seller, compensation will be required commensurate to the stage of advancement of the prepared materials, which shall be calculated based on the price, less tax, of said order. The minimum compensation shall equal 10% of the equipment's price, or of the cost of the re-varnishing, if the latter is greater. Any change of a buyer's legal status shall authorise URBACO SA to demand guarantees and payment in advance or, if otherwise, the annulment of the current agreement.

### DELIVERY

The agreed delivery terms are exclusively non-binding, and if not met, shall not mean annulment of the sale and neither refusal of the goods, nor penalties nor damages and interest will be borne by URBACO SA. Metropolitan France: always consider that delivery is made to our works or warehouses. Retrievals are the sole responsibility of the client, during the regular office hours of forwarding departments. Under exceptional circumstances, goods forwarding will take place in freight terminals. For DOM and TOM, meaning French overseas territories, and for abroad, delivery shall be Ex-works. URBACO SA reserves the right to carry out partial deliveries or job orders along with the corresponding invoice: in this case, all partial deliveries shall be considered a distinct agreements and, thus, the buyer may not in any case leverage on the undelivered balance of ordered equipment to defer due payment. The company is freed from its obligation to deliver in all cases of fortuitous events

or force majeure such as forced closings, strikes, epidemics, war, requisitions, fire, flooding, stopped production and so on that may occur at the company or its suppliers.

### PAYMENT

The goods are invoiced at the list price shown on the quotation day. All invoices are payable in cash at the seller's head offices. No discounts are given for advance payments. By agreement between the parts and unless the balance is rescheduled by the seller, failure to pay shall result in, whatever the required method of payment of the balance and without requiring any preliminary hearing (the debtor is deemed as such for the mere survival of the same), in the application of late interest amounting to 1.5 times the legal rate. Moreover, failure to pay within the assigned terms of a payment date shall result in the demand to immediately settle all remaining payment dates. In the event that URBACO SA should undertake legal action to collect the entire invoice or part of the same, the buyer shall, in full right, subsequent to the preliminary injunction, and by reason of penal clause and in addition to the expenses arising as repeatable expenses and extraordinary expenses, pay a forfeited compensation amounting to 15% of the remaining sums due at the date of the injunction. Remittance of an IOU financial instrument that creates an obligation of payment shall not constitute payment (drafts or other). Said provisions are not applied in the event a partially disputed invoice, as long as it has been deemed valid by the seller. In case of judicial readjustment or liquidation, any down payments received by the seller shall be definitively discounted on penal terms, therein not excluding damages and complementary interest. In the event of delayed payment, any losses due to the exchange rate, as for late interest, shall be charged to the client. For invoices in foreign currency, any loss due to the currency differential shall be borne by the client.

### PRICE

Prices are set, excluding taxes, for each order, starting from the head offices, port and packaging is additional. They are determined on the basis of known economic conditions at the date of the quotation. They are calculated starting from the buying conditions agreed to by the manufacturers and can be changed at any time, without prior notice, due to evolving flows of raw materials or the structure of our supplier's handbooks, within the context of current legislation.

### GUARANTEE

The aesthetics of cast iron products may result irregular to the eye: this does not mean they goods are faulty; it is merely a natural characteristic of the material. Sold goods are backed by the manufacturer's legal guarantee as concerns hidden defects and faults that could be susceptible to manifest themselves on the sold goods, as long as they are notified as soon as they do manifest themselves. The guarantee is limited to the restoration or replacement of the faulty parts. The guarantee only covers the parts and does not cover, in any case, liability as concerns persons or goods, whether directly or indirectly involved, and neither does it cover material or immaterial damage such as the loss of enjoyment. The guarantee lasts 12 months from the invoice date of the goods in question. The manufacturer's guarantee is not valid in case the equipment has been modified or repaired. Use or installation of URBACO products, that don't comply with instructions and/or the suggestions (installation manual, maintenance manual, etc.) cannot lead to any claims

against the manufacturer; the same is said for the general guarantee on the product as a whole, which becomes invalid in the event the equipment is integrated used with accessories that are not from the URBACO product range. The guarantee cannot be adopted in case of any interferences of any nature that may cause disturbances in the functioning of existing or future installations (i.e. radio frequencies, proximity to electrical power lines, etc.). Any defects in the appearance caused by impacts occurred during handling, transport or during installation are not covered; the same is said for installations in sandy or corrosive environments. The warranty does not include replacement or repairs due to normal wear and tear of the equipment, or due to deterioration or accidents caused by negligence or, lack of maintenance, wrong mounting, assembly, surveillance, improper stocking, non-compliant installation, and not following our recommendations as concerns the maintenance or operation. All claims, presented in writing, as concerns the delivered quantity or quality are accepted within a limit of 8 whole days from the date of receiving the goods, as long as the seller can actually verify the state of the delivered material. In any case, URBACO's liability is exclusively limited to the replacement of the verified, faulty delivered products, excepting any other compensation of any nature whatsoever. This may not be considered as concerns damage caused by events of force majeure (i.e. storms, hurricanes, winds, cyclones, the weight of snow, etc.) and the same goes for the consequences of: "natural catastrophes determined by the competent authorities as concerns the location where the damage occurred." Installations and activations are accessory elements to the supply of equipment, and if they need to be carried out by URBACO SA at the request of a client, they cannot imply ten-year or biannual coverage guarantee for construction work.

#### RETURNS

Goods may be returned only under exceptional circumstances, following a prior written agreement, for new goods in their complete, original packaging, delivered less than 15 days before. Collections made without such agreements, cannot, in any case, be considered an expression of said agreement. They must be made carriage paid to (FOB) including packaging, indicating the quantity and date. Special orders cannot be returned nor replaced. Except for changes in the guarantee, a 10% discount is given on the price of all returned materials accepted by URBACO SA.

#### REPAIRS

Repairs of purchased goods are made at the fairest price and shall be subject to a repair agreement according to the quotation sent by URBACO SA. In any case, expenses for labor cost and shipping (there and back) shall be borne by the client. Returned materials for repairs coming from foreign countries must be absolutely returned in temporary transit.

#### RETENTION OF TITLE

(Article 65 of Law 67563 amended by Article 1 of Law of May 12, 1980). By express agreement, delivered goods belong to the URBACO SA company until full payment of the relative price is made by the client, despite who is in possession. Such clause, coming under the general conditions of sale, appears on delivery documents and invoices, and the buyer or whoever makes the order is fully aware of this once the order is confirmed by URBACO SA. Transport and other expenses necessary for recovering the equipment, and extraordinary expenses and repeatable expenses, shall be borne by the client.

#### TERMINATION CLAUSE WITH FULL RIGHTS

In the event of non compliance with the obligation by one party, the sales agreement shall be rescinded with full rights in favour of the other party, without prejudice or damages or interest, which could be required of the non complying party. Termination shall enter into effect 8 days following the sending of an injunction which has not produced any effects.

#### APPLICABLE LAW – COMPOSITION OF LEGAL DISPUTES

Any question arising from these general conditions of sale, or concerning the sale of goods which they regulate (which are not handled by these contractual agreements) shall be dealt with under French law, thereby excluding any other legislation, and in supplement to the Vienna Convention on the international sale of goods. All disputes shall be handled by the Tribunal of Commerce of Avignon (84 France) even for guarantee claims or multiple claimants and regardless of all the contrary clauses of the seller's contractors.