

## GENERAL TERMS AND CONDITIONS OF SALE

### GENERAL

The general terms and conditions of sale, described hereunder, are applicable to any order placed by the purchaser. The purchaser's own general conditions of purchase are not applicable unless there is an express agreement between the two parties, signed prior to any order being placed. Likewise any modification to the terms and conditions of sale, described hereunder, must be expressed in writing and signed by the two parties, namely the purchaser and the vendor.

### DELIVERY

The delivery terms are those stipulated at the time the quotation is sent off. A partial shipment is allowed, unless the purchaser stipulates otherwise in the purchase order. If the delivery were to be unexpectedly delayed, due to late delivery by our suppliers, no cancellation of order shall be considered or accepted unless a signed agreement had been made between the two parties. If it becomes impossible to deliver on any acceptable or reasonable grounds, we can release ourselves from any duty to deliver the supplies ordered, and the purchaser shall not be entitled to any financial or material compensation. Nevertheless we commit ourselves to doing our utmost to help the purchaser out by putting forward alternative solutions if we are in a position to do so.

In the case of French domestic deliveries being carried out by our hauliers (apart from deliveries in the French overseas departments and territories and Corsica), goods are under our responsibility until the goods are received by our customers, the signature of the delivery note bearing witness. However, with regard to deliveries carried out using the purchaser's own haulier, responsibility is transferred to the purchaser as soon as the goods are picked up from our premises.

Goods ready for collection by the customer or their haulier are only retained for the time agreed upon by the two parties. Once this time has run out we may cancel the order and put the parts back into stock so that they are available for other customers if need be.

We always ship in compliance with the rules inherent in the goods being delivered.

Any terms and conditions which have not been expressly detailed in the present general terms and conditions of sale are supplemented by INCOTERMS 2000.

### APPLICATION

The purchaser must be informed of how to use and handle any parts bought. Any misuse of the parts cannot be ascribed to us and we will, under no circumstances, be held responsible. All measures must thus be taken by the purchaser so that the parts are correctly delivered, packed, used or any other action undertaken.

### DELIVERY TIMES

The delivery times indicated when offers are made and acknowledgement of orders are returned, are to be respected as far as possible. Unless an alternative agreement has been made, formally stated on the order and accepted expressly in writing, no compensation can be claimed in the event of delay. The agreed delivery times are extended in the event of a total or partial stoppage in our suppliers' workshops in the event of a strike, fire, flood, transport issue, or unforeseen circumstance, beyond our control.

### QUANTITY

A difference in the quantity of goods sold can be accepted: 10% more or 10% less for units measured in length (generally meters or feet), likewise for parts weighing 0.10 gram or less per unit.

### PRICE AND PAYMENT

Our quotations may change from the time they are presented to the purchaser to the time the order is placed by the purchaser. The order acknowledgement is the only valid document for the final conditions. Our prices exclude VAT. The terms of payment are stipulated on all our price quotations and failing this, the acknowledgement of order will show the applicable terms of payment. The applicable terms of payment are stated in the aforementioned contract for customers that have a contract with Air Cost Control.

If no terms of payment are mentioned on the purchase order, a payment at 30 days net will be required.

With regard to customers having conditions of pro-forma payment, no order will be prepared until full payment has reached us. The parts ordered will be reserved for 5 working days. At the end of this period, we will put the parts back into stock making them available for other customer if need be.

Any transport charges are mentioned on the price quotation or, if not, on the acknowledgement of order.

The vendor reserves the right to ownership of the goods until such time as payment of the order has been made in full.

#### DISPUTES

All provisions specified in letters or purchase orders from our customers, and which are contrary to these provisions, cannot be imposed on us, if they were not the subject of prior agreement in writing by us.

#### GUARANTEE

Upon reception of the goods, the purchaser must inspect the products immediately to make sure that the order received complies with the order placed. Any obvious anomaly must be reported to Air Cost Control within an 8-day period after reception of the parts, the delivery note bearing witness. Any concealed defects must be reported as soon as they are found and this within a time period not exceeding 2 (two) months. In the case of goods having been made unusable and having been reported within the times specified, our own suppliers' general conditions of sale apply and are available on request.

Air Cost Control cannot be held responsible for any damage incurred whilst goods are under the responsibility of our customers' hauliers.

If we are unable to provide a suitable timeframe for the replacement or the repair of the parts, the purchaser will be able to withdraw from any obligation in respect of the order placed.

#### PLACE OF JUDICIAL ENFORCEMENT

Any dispute between Air Cost Control and the purchaser which cannot be settled out of court, whatever the nature or causes, will be subjected to the jurisdiction of the local courts nearest to the company head quarters. The French Republic legal system governs any sales contract. Any other law can not be considered and is thus excluded.

For international customers, jurisdiction of the EEU and World Trade Organization may apply.