

GENERAL CONDITIONS OF SALE (E.V.CO.009b)

■ Article 1: General

Any order sent to ECOFIT implies acceptance by the Purchaser of these general conditions of sale and the renunciation of the Purchaser's own general conditions of sale, including any trade union conditions. This acceptance is deemed to be acquired if no reservations are expressed by the Purchaser within 10 days.

The information shown in the catalogue and prospectus - irrespective of the support medium - is not binding on ECOFIT, which reserves the right to make any modifications.

ECOFIT is not bound by any commitments which may be entered into it by its representatives or employees unless an agreement has been issued by ECOFIT. This agreement will be deemed as acquired in the case of non contestation by ECOFIT within 15 working days from the date of receipt of the order. Any disagreement will be notified to the Purchaser within the same deadlines. The sales contract will not be finally concluded until acceptance by ECOFIT of the request of the Purchaser.

■ Article 2: Delivery deadline

The deadlines are established depending on information brought to the knowledge of ECOFIT on the day of the order.

A delay in delivery shall under no circumstances give rise to any indemnity.

ECOFIT is discharged as of right from any commitment concerning delivery deadlines:

- in the case where the payment conditions have not been respected by the Purchaser.
- in the case of Act of God.
- in the case of a lack of raw materials.

■ Article 3: Price

The prices of ECOFIT are determined ex works, either in Euros, excluding taxes, or in foreign currency. They may be revised in the case of a substantial and sudden increase in the cost of raw materials or exchange rates. The procedures will be defined, if applicable, in accordance with the specific conditions.

■ Article 4: Transport and delivery

Irrespective of the mode of transport, dispatch is under the express liability of the Purchaser.

All transport, insurance, customs, handling and positioning at the base of the structure are carried out at the responsibility and cost, risk and peril of the Purchaser, who is responsible for checking deliveries on arrival, and making any claims against the transporters.

In the case of delivery by ECOFIT, the Purchaser is bound to issue any reservations at the time of delivery. The reservations must be entered on the delivery note. Any subsequent complaints will not be taken into consideration.

In the case of collection by the customer from ECOFIT, the products will be deemed to have been inspected at the time of their removal. Under no circumstances shall removal of equipment by the Purchaser be the subject of a transport credit note.

Each delivery will be accompanied by a delivery note detailing the products delivered. The Purchaser must notify ECOFIT immediately of any differences observed.

In the absence of reservations, deliveries by ECOFIT will be deemed as having been made at the time of acceptance as correct and conform to the delivery note.

■ Article 5: Retention of ownership and payment

5.1. Retention of ownership

The transfer of ownership of the items sold is subordinate to payment by the Purchaser of the price on the due date or dates in conformity to the law LME Nr 2008-776 dated 4th August 2008. However, the risks are transferred from the time of delivery.

By express agreement, ECOFIT sales contract are always concluded subject to a resolutive condition of payment in full by the Purchaser on the due date or dates.

5.2. Resale or use

The goods remain the property of the vendor up to the time their price has been paid in full. By way of simple concession, ECOFIT, authorises, from now, the Purchaser to resell or use the designated goods, provided the Purchaser pays from the time of the resale, the entire price remaining due. Any such sums shall, as from now, be subject to a charge for the benefit of ECOFIT in conformity to article 2071 of the French Civil Code, the Purchaser becoming a simple custodian of the price.

5.3. Payment

Payment will be made in accordance with the procedures specified at the time of the order.

The granting of a payment period is a simple concession made by ECOFIT depending on the references of the Purchaser. ECOFIT reserves the right to withdraw this facility without any claim by the Purchaser and without any reduction in the price, in the case of any deterioration in the latter's credit rating references.

In the case of payment by accepted draft, the Purchaser is bound to return acceptance within eight days from the date of receipt of the corresponding invoice or statement. In the case of payment by cheque, the Purchaser is bound to make payment on receipt of the invoice. In these cases, no other delivery may occur until the draft or cheque has been received by ECOFIT.

In the case where payments are not made on the dates agreed by the parties, ECOFIT reserves the right to recover the item delivered, and at its discretion, to terminate the contract. Any costs of any nature linked to such recovery operations will be paid by the Purchaser.

Handing over of a draft or any other document creating an obligation to pay does not constitute a payment within the meaning of this document.

Irrespective of any previously concluded agreements, sums remaining due become immediately payable in the case where a payment is not made on the date fixed.

Delay in payment of more than 8 (eight) days in relation to the deadlines fixed or cessation of payment in any form whatsoever, will result, irrespective of the payment concerned and without any preliminary warning in:

- the return of the equipment to ECOFIT.
- the right to retain any down-payments which have been made up to 40% of the sale price.
- the right of ECOFIT to suspend implementation of any other orders which may have been accepted, notwithstanding any further damages and interest.

The same delay will result, after prior warning by recorded delivery registered mail, which does not produce a response within ten days:

- in payment of interest for late payment at a rate of 3 times the legal interest rate in force on the amount, including taxes, of the credit from the contractual payment date up to the date of payment. In France, invoicing of interests is liable to VAT at the rate in force.
- a contractual penalty of 12% of the amount including taxes of the credit, with a minimum of 150 Euros in the case where the failure by the Purchaser has obliged ECOFIT to instigate preliminary recovery proceedings.
- invoicing of costs of all kinds incurred by ECOFIT or charged to the latter.

▪ Article 6: Guarantees

6.1. Standard catalogue products

ECOFIT standard catalogue products are guaranteed for one year, from the date of delivery, and for normal use as specified in the catalogue.

6.2. Specific products

ECOFIT products manufactured specifically in the framework of the customer's requirements, notably specifications, are guaranteed for one year from the date of delivery. This guarantee applies only if the items are used in accordance with the contractual conditions.

6.3. Procedure for invoking the guarantee

The guarantee is limited to pure and simple replacement of parts acknowledged as being defective by the technical department of ECOFIT. Transport and manpower shall be paid for by the Purchaser.

Any request for invoking of the guarantee must be accompanied by the defective part and indicate the machine number and its date of commissioning.

Except in the case of a proven hidden defect, wearing parts are excluded from the guarantee. Any misuse of the equipment, modifications made to the equipment by an unauthorised person intervening without the agreement of ECOFIT, use of non original spare parts will result in forfeiting of the guarantee rights.

In order to invoke the benefit of these provisions, the Purchase must inform ECOFIT, without delay and in writing of the defects it attributes to the product and supply all proof as to their existence. It must accord the company ECOFIT all facilities to inspect the defects and remedy the latter.

6.4. Intervention outside the guarantee

Interventions and replacement of parts outside the guarantee by the ECOFIT after sales department will be the subject of an initial estimate. Travel and after sales intervention costs for ECOFIT technicians will be paid by the Purchaser.

6.5. Spare parts

Apart from hidden defects, ECOFIT shall not be liable, except for conformity of the part to the specifications.

It is up to the Purchaser to select the spare part depending on the use constraints and the anticipated results.

Under no circumstances shall changing a part on an assembly extend the guarantee period of the assembly.

6.6. Act of God

ECOFIT is released from its contractual obligations in the case of Act of God. By contract all events normally accepted by case law are deemed as Acts of God and will constitute reasons for extinguishing or suspending the obligations of ECOFIT without any claims arising in favour of the Purchaser.

Article 7: Intellectual or industrial property and right of reproduction

The Customer acknowledges the intellectual and industrial property rights over documents which may be supplied at the time of the order.

Drawings, models or any other technical documents issued to ECOFIT and handed to the customer are and remain the full and total property of ECOFIT. The Customer undertakes to respect and ensure its employees respect the strictly confidential nature of these documents. The Customer shall not, without the prior written agreement of ECOFIT, divulge or hand them over to third parties, or use them other than in the framework of relations with ECOFIT and the said items must be returned promptly at the first request for same.

Any reproduction or representation, even partial, for any process whatsoever, of these documents, performed without the written authorisation of ECOFIT is illegal and constitutes counterfeiting.

Non compliance with this obligation may result in the immediate termination as of right by ECOFIT without any formality or procedure, of all orders currently in progress, without prejudice to any further damages and interests which ECOFIT may claim.

Article 8: Liability & insurance

8.1. Technical obligations

For standard catalogue products, ECOFIT is bound only to ensure conformity of the product in relation to the specifications in its technical documents, under the specified normal conditions of use.

For standard catalogue products, the Purchaser remains liable for the choice of product (machine or accessory), the match between the machine or the accessory and the anticipated result. It is responsible for its satisfactory use and assembly in accordance with professional standards and the regulations. Under no circumstances is ECOFIT bound by any obligation of final results.

For specific products which have been covered by customer specifications of any kind accepted by ECOFIT, ECOFIT is bound solely to ensure the conformity of its product in relation to the specifications which constitute contractual documents, and for achieving the performance standards defined in these documents under the stated conditions (notably as concerns the environment). Any use outside these conditions constitutes abnormal use of the product.

8.2. Consultancy obligations

ECOFIT is available to its customers to provide all advice concerning use of its products. Such requests must be submitted in writing.

ECOFIT shall not be held liable by the Purchaser in the case where the Purchaser does not provide comprehensive information to ECOFIT allowing the latter to evaluate the customer's needs.

8.3. Retailers

Except in the case where ECOFIT has been in direct contact with the end user concerning the needs to be met, retailers remain liable for the recommendations they issue to their customers and for the satisfactory matching of the product purchased, the use constraints and the anticipated use of the end user, such results and constraints being unknown to ECOFIT.

ECOFIT is available to the Retailer to assist it in this task within the limits of the information notified.

8.4. Insurance

ECOFIT is insured for all normal risks of its activity and at the normal level for the profession. It keeps available to customers, current attestations of its insurance cover tables.

Article 9: Special conditions

These general conditions of sale do not exclude the application of special conditions of sale.

Article 10: Law, Jurisdiction and language

French law applies to ECOFIT sales, and to any associated agreements. The orders of the Purchaser are issued subject to the formal condition that in the case of disputes concerning the supplies and payment for same, the Tribunal de Commerce for the registered office of the Vendor shall have sole jurisdiction, to the exclusion of any other jurisdiction that may be designated including in the case of a plurality of defendants.

All documents must be in French. In the case of difficulties in the interpretation as between the French version and a version in another language, the French version shall take precedence.