

PL2M GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1 - GENERAL PROVISIONS

These general conditions apply to all PL2M sales and prevail over any contrary provisions contained in any other document or written paper, including the general conditions of purchase, except as otherwise agreed by written accord signed by PL2M.

PL2M reserves the right to amend these general terms and conditions annually.

2 - CREATION OF THE CONTRACT

2.1 All orders must be made in writing, either on paper or electronically. Offers made orally will not constitute a commitment by PL2M until they have been confirmed in writing.

2.2 The characteristics mentioned in PL2M catalogues, brochures and all advertising materials are only indicative. PL2M reserves the right to make any modifications to its machines and parts that it considers appropriate, even after acceptance of orders, provided however that the essential characteristics and performance are not affected.

2.3 The order expresses the irrevocable consent of the Buyer, therefore it cannot be cancelled or changed, except with the prior express consent of PL2M. Acceptance by PL2M of the cancellation or amendment of an order may be subject to payment by the buyer of the supply and manufacturing costs and expenses incurred in the preparation or fulfilment of the cancelled or amended order.

2.4 The order is personal to the Buyer and may not be transferred or assigned without the consent of PL2M.

2.5 Orders for spare parts are met according to availability of stock. The sale of spare parts for the equipment delivered will only be available for sale within the limits of the period of manufacture of the equipment, unless the vendor is required to ensure their sale for a minimum period.

2.6 These provisions are applicable subject to the Special Terms and Conditions of Sale specific to the equipment and spare parts.

3 - QUOTATIONS

Quotations are valid for a period of one month unless otherwise specified in the offer. After this period, PL2M is no longer bound by them.

4 - PRICES

4.1 The prices published by PL2M are not firm offers for supplies and services. PL2M reserves the right to make changes deemed necessary at any time and without notice.

4.2 Unless otherwise indicated in our offers and order confirmations, our prices are in Euro, net, excluding VAT, ex works factory or warehouse, excluding packaging and transport insurance.

4.3 Transport costs may be revised at any time depending in particular on increased fuel costs and regulations in force in each country (taxes and duties, etc.). The new prices will apply immediately.

4.4 Changes in taxes, customs duties or others arising between the conclusion of the sales contract and shipment will be borne by the Buyer, unless otherwise specified in our order confirmations.

4.5 For any delivery for a pre-tax value of less than €100, PL2M reserves the right to charge a flat fee for packaging, handling and shipping.

5 - PAYMENT TERMS

5.1 The goods are invoiced either at the time of delivery or at the time of provision of goods kept in stock. All invoices will bear the fixed costs of invoicing if this is justified by the amount.

5.2 Our sales are made on a cash basis and without discount ex works, unless otherwise stated in our written confirmation. PL2M reserves the right to extend credit against any specific guarantee to cover its commitments. Payment by offsetting is not allowed. Under no circumstances should the customer automatically deduct a credit from an invoice issued for another purpose.

5.3 Unless otherwise stated, prices are payable at either the time of purchase before their removal or delivery, or on the day of delivery. Where in exceptional cases deferred payment terms have been granted, PL2M reserves the right to end them at any time without notice in cases where a new factor arises in the assessment of the customer's creditworthiness.

5.4 Failure by the Buyer to make payment will cause all debts to PL2M to become payable immediately, even those not yet due, automatically and without prior formal demand. Failure to pay will also entail the application of penalties for late payment, without the need of prior notice, at a rate equal to the interest rate applied by the European Central Bank's most recent refinancing operation plus 10 percentage points, plus a lump sum to cover costs set at €40 under Law No. 2012-387 of 22 March 2012 and the Decree of 2 October 2012. PL2M may ask for additional compensation, if justified. PL2M may also:

- Put on hold or cancel any outstanding order.
- Cancel the sale agreement with the buyer 15 days after formal notice has been given to the buyer, by recorded delivery, to comply with its obligations.

6 - DELIVERY

6.1 All delivery and transport times notified are only indicative and do not represent a commitment on the part of PL2M. Delivery is deemed to be made simply by advising of availability for collection, notified by any means. Such notice may be replaced by the direct delivery of material to the Buyer or the release of the equipment in PL2M factories or warehouses to a shipper or carrier designated by the Buyer or failing this, by PL2M. The Buyer must take possession of the equipment within ten days of the notice of availability. If the Buyer does not collect the equipment at the place and date reflected in the sales contract, provided that the delay is not due to any act or omission by PL2M, it shall be required to make payments under the Agreement as if the equipment had been delivered. In such a case, PL2M shall provide storage for it at the Buyer's own risk and expense, since the equipment was prepared for a specific order.

6.2 Whatever the mode of transport, and even when shipped FOB, goods always travel at the risk of the recipient. In the event of a delay, loss, damage or theft, it is up to the customer to initiate the claim against the carrier, within the time limits laid down, by registered letter with acknowledgement of receipt.

6.3 The goods are delivered to the warehouses or stores of the Buyer.

In the case of delivery to a building site, this must be easily accessible, safe and without risk. PL2M disclaims any liability for any damages caused by one of its transport vehicles on such a site, if this damage is the result of difficult access or unsuitable terrain. Similarly, the recipient must take charge of directing any manoeuvres necessary for access and the movement of the vehicles inside its premises.

6.4 Unloading of vehicles is the responsibility of the Buyer who must allocate sufficient and qualified manpower. Delivery stipulated as "free construction site" does not alter this clause. Unloading must be done in the shortest possible time, and the Buyer shall be financially responsible for vehicles off the road and overdue deliveries.

6.5 PL2M reserves the right to make partial shipments without the prior consent of the Buyer.

6.6 PL2M equipment is checked and verified before leaving the factory and subject to normal testing. If the Buyer requires special tests in its presence or if it desires that the installation and running-in be carried out on a site, it shall bear the resulting costs.

6.7 These provisions are applicable subject to the Special Terms and Conditions of Sale specific to the equipment and spare parts.

7 - RECEIPT

Unless the Buyer lodges a claim within 2 days following the date of delivery, the equipment is deemed to have been received without defects. Visible defects or missing items must be reported immediately on the waybill and faxed within 24 hours to PL2M. These provisions are applicable subject to the Special Terms and Conditions of Sale specific to the machines and spare parts.

8 - GUARANTEE

To make a claim under the guarantee, the Buyer must notify the Seller by registered letter with acknowledgement of receipt within eight days of finding the defect and provide the latter with every facility to observe such defects. It is up to the Buyer to prove the existence of any defect observed, which does not authorise the former to withhold all or part of the purchase price until its repair. During the guarantee period, this obliges PL2M to replace and/or repair, at the option of PL2M, defective parts after they have been examined by qualified service personnel. The guarantee excludes any other service or compensation. Replacement parts and repaired parts are guaranteed under the same conditions as the original and for a further period of the same duration. As a standard, PL2M guarantees machines for a period of 12 months and spare parts for 6 months, unless longer periods are specified. This period shall run from the equipment's date of delivery or availability. For items not manufactured by PL2M itself and bearing the mark of specialised manufacturers, the guarantee may vary depending on the manufacturer and is granted by the latter. These provisions are applicable subject to the Special Terms and Conditions of Sale and/or Guarantee specific to the machines and spare parts.

9 - RETENTION OF TITLE

All Products are sold by PL2M under a retention of title clause. PL2M retains ownership of the Products until full payment has been made. The Buyer must have fully paid the price of the Products to PL2M or any third party to whom the debt has been transferred at the time of resale of the Products to a third party at the latest. All risks relating to the Products are transferred to the Buyer upon delivery. The Buyer therefore agrees to take out an insurance policy effective immediately with the insurer of its choice against risks of loss, theft or destruction of the delivered Products. PL2M is entitled at any time to reclaim any Products, or some of the Products, delivered to the Buyer that are not yet fully paid for and thus remain the property of PL2M. In the event of a seizure by third parties of the delivered Products, the Buyer shall immediately inform PL2M.

10 - FORCE MAJEURE

Neither Party to this Agreement shall be held liable for any delay or failure to perform any of its obligations under the Agreement if such delay or failure is the direct or indirect effect of a case of force majeure understood in a broader sense than that given to it under French jurisprudence, such as:

- Occurrence of a natural disaster,
- Earthquake, storm, fire, flood, etc.
- Armed conflict, war, civil strife, terrorist attacks,
- Labour dispute, total or partial strike at PL2M or the Buyer,
- Labour dispute, total or partial strike at suppliers, service providers, carriers, post offices, public utilities, etc.
- Mandatory orders imposed by public authorities (ban on imports, embargo),
- Operating accidents, equipment breakdowns, explosions,
- Bankruptcy of the supplier.

Each Party shall notify the other Party without delay of the occurrence of an event of force majeure of which it becomes aware and which, in its opinion, is likely to affect the performance of the Agreement.

11 - LIABILITY

The liability of PL2M will be limited to direct damage caused to the buyer resulting from faults attributable to PL2M in performance of the Agreement. PL2M is not required to repair the harmful consequences of errors committed by the Buyer or any third party in connection with the Agreement. Under no circumstances shall PL2M be obliged to make compensation for consequential or collateral damage, including operating losses, loss of profit, loss of opportunity, commercial disorder, loss of earnings. The third party liability of PL2M for all causes except damage to persons and gross negligence, is limited to an amount capped at the value invoiced and paid for the defective goods supplied.

12 - JURISDICTION

The parties agree to attempt to settle their disputes amicably before initiating any judicial procedure. Failing amicable accord, disputes concerning validity, performance, interpretation, termination, and more generally any litigation relating to the performance or termination of the Agreement or the commercial relationship between the Parties and their consequences shall be subject to the Courts for the head offices of PL2M, even in the event of an incidental claim, joinder of third parties, or more than one defendant, both for full hearings and summary proceedings, notwithstanding any provision to the contrary.

Approved by:

Position: Date:/...../.....

Please write "read and approved" above the signature and affix the Company Stamp.