



IMPORTANT: CAREFULLY READ OUR ACKNOWLEDGMENT OF RECEIPTS

## GENERAL TERMS OF SALE

The present terms apply to all orders placed with ATOS Company and imply that the customer had accepted our General terms of Sale as laid out below. Excepting formal written agreement by ourselves and signed by the parties concerned, any other arrangements will be considered null and void and be without effect on the following terms. Therefore, the fact of placing an order with ATOS implies that the present general terms are adhered to without reservation, and this despite any contrary stipulations mentioned on the customer order forms, or on his general terms of purchase, or any other document emanating from the customer.

### 1 – The order

Any order placed with ATOS company will be considered complete if it includes, without any ambiguity, objective elements enabling ATOS to deliver, i.e. in the main: the item or service reference, quantity to be delivered, agreed purchase price before sales tax, terms of settlement, validated plans along with all technical data formally validated by the parties concerned.

In the event of lack of precision regarding one of the order parameters, the conditions of the Estimate issued by ATOS during negotiation of this order will apply. In the absence of an estimate, ATOS will apply its usual operating conditions and/or reserves the right to postpone delivery if the elements necessary for completion are not all available. Any incomplete order, not stipulating delivery time or implying partial or open-to-receive deliveries, must adhere to the measures stipulated in the « delivery times » clauses of the present General Terms of Sale.

ATOS forwards an acknowledgement of receipt confirming elements of the order and informs regarding delivery arrangements. (Cf. chapter 3).

### 2 – Prices

Our prices are expressed in Euros (€) before sales tax for all goods, including standard packaging. In the absence of formal agreement by ATOS carriage will be due. If, within the context of an estimate issued for negotiation of this order, special packaging conditions, delivery, etc., have been stipulated that they are to apply de facto.

Prices stipulated in the estimate or at the time of order acceptance by ATOS, can be revised if on the day of delivery one of the following indexes increases by more than 3% (INSEE (*French Statistics' Institute*) index of consumer prices, COOO index, cost of Usine Nouvelle materials).

Accepted orders are invoiced at the rate current at the time of order acceptance.

To cover administrative expenses inherent to the processing of orders, any order of less than 100€ before sales tax will give rise to systematic invoicing of a 15€ lump sum.

### 3 – Delivery times

The delivery times contained in our order confirmations are only given by way of information and are not to be considered as being a firm undertaking on our behalf. They are, therefore, susceptible to modifications: ATOS undertakes to inform the customer of these modifications. Any possible delays do not give the purchase the right to cancel the order, to refuse the goods, or to claim damages and interest. Also, delivery times run from the date of availability of all technical or financial data, validated by the parties concerned, required for completing the order. Hence, any change in product technical characteristics received after receipt of the order, generates a postponement of announced delivery time. Delivery times are always ex works. In no event is ATOS responsible for transport delays even if the products are sold « carriage paid ».

Our Company is released from the obligation to deliver in the event of all acts of God and force majeure; considered as acts of God are, in the main, total or partial strikes, floods and fires, etc... along with shortages of materials or components.

In the absence of clear and precise delivery conditions shown on the order, any order accepted by ATOS will be considered to be delivered and therefore invoiced at the latest, six months after its receipt by ATOS. Beyond this date, goods can be invoiced without possible question and made available for delivery.

Within the context of a postponed delivery for an order registered and accepted by ATOS anticipated invoicing of the total amount of the order could be carried out if production has been partially or totally launched, or if the supply of components or materials has been carried out, and this, without question being raised against ATOS.

### 4 – Catalogue products

Catalogue products are marketed in accordance with prices and technical characteristics current at the time of order acceptance by ATOS. ATOS reserves the right to modify, at any time, indicated product characteristics along with availability conditions and the price of these products. All technical details contained in the catalogues or on printed advertisements are only given by way of indication, and are in no way binding upon ATOS.

For any modification made for a catalogue listed product or for manufactured spare parts upon order, an additional price will be applied to our rate.

### 5 Customized products

Product design is the subject of express customer request along with a specific contract, if this be deemed necessary by ATOS.

*Plans, studies and estimates carried out at the request of the customer remain the intellectual property of ATOS and can not be communicated to a third party or realized without the express prior written authorization of ATOS. Only copies of assembling plans, general arrangement plans, and those necessary for maintenance to the exclusion of all operating drawings are given to the customer.*

Technical details contained both on studies and estimates and catalogues, or printed material are only given by way of indication and do not bind the responsibility of ATOS.

When ATOS is called upon to manufacture on the basis of plans which ATOS has neither designed nor defined, no recourse can be implemented regarding inadequacy of the product for use. The plans used for product realization remain the property of the customer but the process or production skills developed by ATOS remain its property.

Originally defined production methods can be subject to modification at the initiative of ATOS without these modifications bringing into question the original terms of the placed order. ATOS, therefore, in its professional capacity, reserves the right, at any time, to carry out production operations in any company belonging to itself or otherwise, and this without having to previously inform the customer.

Any modification made to the original product will be the subject of a new price proposal should ATOS consider it necessary without bringing into question the original terms of the order.

### 6 – Product forecasts or delivery schedule in excess of three months

In the absence of formal agreement with the customer, launching of supplies and manufacture in this case will correspond to a minimum requirement of three months. Therefore, if at the request of the customer and for reasons independent of ATOS wishes the quantity produced and/or supplies not being delivered, committed quantities will be invoiced immediately without any complaint being raised against ATOS.

In the event that deliveries spread out over time or open to receive upon call for delivery were scheduled but requiring launching quantities greater than those quantities scheduled for delivery, ATOS reserves the right to invoice the totality of the production launched quantity, increased by possible storage costs.

### 7 – Materials and purchasing undertakings

If, given the production process, manufacturing modalities or purchasing constraints, quantities ordered by the customer are less than the optimal quantity of supply or production resulting in a surplus of materials or components, ATOS reserves the possibility of invoicing these extra quantities without any possible dispute being raised against it. The existence of surplus could, at the request of the customer, be stipulated at the time of issue of the Estimate.

### 8 – Terms of payment

All deliveries result in the establishment of an invoice. These are to be settled at the place stipulated on the invoice. For customers with an account, invoices are to be settled net and without discount upon receipt of invoice. Acceptance of settlement by bill of exchange results in no novation, nor dispensation of our terms of payment, nor modification of the jurisdictional clause.

For those customers who do not have an account with us, settlements are cash, at ATOS decision, either at collection or receipt of goods.

In the event of late payment, we reserve the right to suspend all deliveries until settlement of the amount due, or to cancel current orders, without prejudice and all recourse. Moreover, late payment results, in full right and without formal notice, of late payment interest calculated on the Banque de France discount rate increased by three points.

Of express agreement, excepting postponement requested in time and agreed by ATOS, default of payment of our invoices at the due date will result in:

- the immediate demand of all sums remaining due, even if they are not scheduled,
- the intervention of our Recovery Department,
- the settlement by way of damages and penalty clause, of compensation equal up to 15% of the amounts due, apart from possible legal interests and expenses.

In the event of sale, transfer, collateral security, company commercial fund base, or any modification to the customer operating structure, ATOS will have the right to demand immediate settlement of amounts outstanding by the customer, including undue invoices and this, upon first formal demand without any opposition being raised.

### 9 – Reservation of title

Product title transfer is subject to full payment of the price by the client as scheduled or any other payment date established in the event of payment delay. Payment will be considered made upon effective collection of the price. In this respect for the purposes of the present issuance of bills of exchange or debt security do not constitute payment.

Within the framework of normal operation of his establishment the purchaser is authorized to resell the delivered goods, but he may not use them as pledge, nor transfer ownership by way of guarantee. In the event of resale he transfers to us all book debts resulting from resale to the third party purchaser.

Resale authorization is automatically withdrawn in the event of payment default by the purchaser. The purchaser is also authorized, within the context of the normal operation of his establishment, to transform the delivered goods. In this case, the purchaser will already being owner of the object resulting from the transformation in order that our rights contained within the reservation of title be guaranteed.

If the delivered goods are formed using machines which do not belong to us, we will acquire co-ownership of the new item pro rata to our rights. In the event of seizure or of any other intervention by a third party, the purchase is obliged to inform us immediately.

### 10 – Transfer of risks

All claims for damages or loss of part or the totality of goods shipped must be made known in writing on the carrier's receipt and sent registered mail to the seller within three (3) days following the delivery. Should the contrary be the case, ATOS is free of all responsibility for the supply of spare parts.

### 11 – Shipping expenses

Our prices are established ex works or warehouse. Shipping expenses are invoiced in addition, excepting special arrangements mentioned on the estimate or on the rates of our product catalogues.

For catalogue products, our rates are carriage paid Paris area (the 75-77-78-91-92-93-94-95 departments). A carriage lump sum of 20 Euros will be invoiced for orders of less than 250 Euros for the Paris area. A carriage lump sum of 45 Euros per cabinet and 20 Euros per case will be invoiced for delivery within France outside of the Paris area.

For PSL products and customized Sheet Metal Work, carriage and logistics expenses will be invoiced in accordance with the estimate.

### 12 – Complaints

Complaints are not to be considered an obstacle to settlement. Complaints connected to delivery must be made within a period of three (3) working days from the date of receipt of the goods. Beyond this time no complaint can be accepted.

The same applies for any complaint regarding the quality of delivered parts or equipment which must be the subject of formal and indisputable notification to ATOS Company within eight days following delivery.

### 13 – Return of equipment

In the event of non-compliance between the delivery and the order, the customer shall inform ATOS in writing within a period of eight days from the delivery of equipment, date of delivery slip. Beyond this period, no complaint for non-compliance will be accepted by ATOS.

Any return of products not complying with the order must be the subject of ATOS agreement. Any return without this agreement will not give rise to the issuance of a credit note or a replacement. Accepted return of products, recognized as being non compliant by ATOS will result in their replacement free of charge, with the exclusion of any compensation or damages. In case of a mistake being made in the order, for standard catalogue equipment, return of the equipment can only take place with the written agreement of ATOS. A credit note will only be drawn up after inspection of the returned equipment in our warehouses, and in any event, will be made for no more than 70% of the value for adequate good condition. Depending upon the type of equipment, the credit note could be for a lower amount.

### 14 – Cancellation

The cancellation or suspension of an order is only valid after the formal consent of ATOS stipulating all the compensations and expenses conditions already committed to which must be for the account of the customer, the acceptance of the order modification and the effective settlement of compensation expenses being an inseparable part of the whole.

### 15 – Contractual guarantee

Our equipment is guaranteed for a period of one year as from the date of departure ex works. This guarantee is only applicable to defects which become apparent during this period. It is applicable during this period only if the equipment has been subject to normal usage. The guarantee is not applicable in the event of defect caused after leaving the plant, mainly in the event of poor maintenance or poor installation, or faulty repairs carried out by the purchaser or later users. The guarantee is exclusively limited to the replacement of parts which are recognized as being defective, by original parts delivered to the place of delivery of the original order. Any modification to the place of delivery must be subject of prior formal agreement by ATOS. ATOS will be released from expenses arising out of the dismantling and reassembly of defective parts. Also, ATOS does not guarantee, under any circumstances, indirect and immaterial damage (notably operating losses) irrespective of whatever, which result from the delivered products.

In order to benefit from the validity of this guarantee the purchaser must contact us without delay, in writing regarding the defects which have become evident in the sold equipment. The purchaser allows the necessary inspections to take place so a solution can be arrived at. ATOS can not be held liable for compensation to the purchase for third party accidents, and damage to items distinct from the subject.

The guarantee is not applicable in the following cases:

- If the non conformity originates from materials or accessories imposed or supplied by the customer,
- If the non conformity originates from an error of design, if this has been made by the customer, or if the customer has approved the design made by ATOS,
- In case of use by the customer, or any other person, of studies, estimates of plans made by ATOS, without its authorization;
- In the event of use other than that for which the equipment has been designed;
- In the event of modification made to the parts by the customer.

### 16 – Choice of residence or jurisdiction

Sales concluded with ATOS are governed by French law to the exclusion of the Vienna Convention regarding the international sale of goods.

**UNLESS OTHERWISE STIPULATED AT THE TIME OF ORDER CONFIRMATION, ANY DISPUTE WHICH COULD ARISE BETWEEN PARTIES CONCERNING THE INTERPRETATION AND/OR COMPLETION AND/OR CONTRACT TERMINATION WILL BE SUBJECT TO RULING BY THE COMMERCIAL COURT OF THE JURISDICTION WHERE ATOS COMPANY HAS ITS HEADQUARTERS, EVEN IN THE CASE OF INTRODUCTION OF THIRD PARTIES OR PLURALITY OF DEFENDERS.**

Should one or several clause(s) of the present terms be in breach of legal arrangements or regulations current at the date of their enforcement, these arrangements will apply to the terms concerned without bringing into question other arrangements of the present terms.