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General Conditions of Sales

1 - GENERAL POINTS

Contractual relations between Coriolis and its Customers (presumed hereinafter to have the capacity of dealers and/or professionals) are exclusively managed in the following descending order of precedence:

- by the special conditions stated in the commercial and technical documents issued by Coriolis, in particular, its proposals, Customer order forms, order confirmations, delivery vouchers, invoices, catalog, price lists, etc.
- by the commercial and technical documents issued by the Customer provided they are accepted exclusively and in writing by Coriolis.
- by these general conditions for supplies.

Coriolis proposals or estimates are valid for one (1) month from the date of issuance. In event this delay is exceeded, Coriolis special commercial conditions stated in the Coriolis proposal or estimate shall be confirmed in writing by Coriolis as maintained, in particular, in terms of deadline(s) or pricing.

2 - LIMITS OF SUPPLIES

2.1. In event the supplied products or services are incorporated as items of a system, Coriolis shall be considered to be not responsible as the prime contractor of the complete project in which its supplies are inserted and to be acting in its capacity as a subcontractor. In particular, Coriolis shall not be responsible for the compatibility of its products with respect to the products for which it has not acknowledged compatibility. Any technical assistance service shall be performed by providing the personnel who shall work under the technical responsibility of the customer for the project and the prime contractor. Customer shall be responsible for the choice of a standard product. Coriolis shall not advise Customer unless Customer makes an express request to do so. Customer is responsible for all information he supplies.

2.2. Unless otherwise stated, the form, dimensions, weight, and other characteristics and the specifications of the functions of the product(s) or service(s) indicated in the catalog, brochures, price lists, advertising, samples, etc. issued by Coriolis shall be of an indicative character.

2.3. Coriolis reserves the right to modify at any time certain specifications of its supplies in event these changes do not affect the main characteristics of the supplies and provided Coriolis shall substitute with characteristics assuring an equivalent quality and performances of the supplies even though they shall implement different resources.

2.4. Unless otherwise stated, Coriolis shall not be responsible for obtaining, on behalf of Customer prior to delivery of products or services, licenses and/or authorizations required by the laws and regulations of their country or countries of origin, departure, or destination, in particular in event of control of the end destination during re-exportation by Customer. Customer agrees to obtain himself any required authorizations by justifying if necessary and submitting to Coriolis all information about intermediary parties and successive users of these products or services and to pass on to them this obligation of information. The delivery of products or services by Coriolis may be subject to the previous authorization to be granted by the French administration regarding the European regulation for the control of exports, transfer, brokering and transit of dual-use items ("biens à double usage") (Council Regulation (EC) n° 428/2009). In the event of refusal by the French administration, the Agreement or order shall be terminated without any compensation payable by or to the Customer.

2.5. In event the supplied products, services, or systems are made in whole or in part of imported items, Customer shall be responsible for specifying to Coriolis mandatory laws and regulations, in particular, with respect to standardization and health and safety.

3 - INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS - STUDIES AND PROJECTS – CONFIDENTIALITY

3.1. Unless otherwise stated, Coriolis remains exclusive owner of all information, all concepts (ideas or strategies, methodologies, etc.), all specifications, all documents (drawings, plans, calculation notes, test reports, etc.), all objects (models, samples, specimens, etc.), including copyrights, patents and expertise, implemented in the supply of design, study, research and development, technical assistance, and any other services. Customer should automatically return to Coriolis all documents, objects, etc. defined in the above paragraph after performance of this Agreement.

3.2. Unless otherwise stated, Coriolis remains the exclusive owner of the results obtained within the framework of the design, study, research and development, and any other work performed under this Agreement. As a general rule, Customer may use industrial and intellectual property rights belonging to Coriolis (including those arising out of results obtained from studies, research, and other agreements) only after a license agreement has been signed, even though the right to use is granted royalty-free.

3.3. In event a third party should file suit arising out of (i) Customer's requirements, a transfer by Customer to Coriolis

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of documents, expertise, or (ii) modification by Customer of products after their delivery or (iii) use of Coriolis's products with products or services supplied by other third parties or (iv) use of Coriolis's products in a such manner that the Customer infringe the rights of this third party, Coriolis shall not be held liable and customer shall defend at his own expense Coriolis from and against any suit or proceeding resulting thereof. Customer shall promptly notify Coriolis of any suit or proceeding based on a claim that the Coriolis item(s) constitute an infringement of any intellectual property rights of a third party. In event Coriolis's product per se (hardware and/or embedded software) would be held by a final decision of a Court having jurisdiction or settlement approved in writing by Coriolis to constitute infringement of a third party's rights over one or more granted patents having at least one or more corresponding patent(s) granted by the European Patent Office or by the United States Patent and Trademark Office (and in force as of the date of the order form) or over a copyright protected work, Coriolis agrees upon its own option and in exclusion of any other compensation to procure the right to continue using this product (or any part thereof); or to modify this product to render it non-infringing; or to remove the said product and refund the purchase price. This Section states Coriolis's entire liability and Customer's exclusive remedy for any claim of infringement of intellectual property rights.

3.4. Unless otherwise stated, the study, research and development, technical assistance, and any other services performed by Coriolis on behalf of a Customer shall be billable even though they are not covered by an order, provided acceptance by Customer may be proved sufficiently, due to cooperation between Coriolis and Customer in particular by the exchange of information.

3.5. Customer agrees to treat as confidential any information and any commercial and technical document, as well as any object, entrusted to him by Coriolis and shall not disclose them and/or transfer of them under any circumstances whatsoever to a third party unless by prior written consent from Coriolis. Customer is forbidden to disclose its business relations with Coriolis unless by prior written consent from Coriolis.

4 - PRICES

4.1. Unless otherwise stated, prices are understood to be pretax prices in Euro F.C.A (ICC Incoterms 2010) Coriolis plant – QUEVEN (56530) France, excluding any costs for shipment or for services such as mounting, installation, commissioning, etc.

4.2. Prices are made and take into account the economic conditions in force and effect on the day of the proposal. Coriolis reserves the right to modify them without notice, provided these conditions would be subject to variations. Prices applied to standard products or repetitive services shall be that in force and effect at delivery time. Billed value-added tax (VAT) shall be that in force and effect at invoicing time. Customer shall be responsible for paying any fees, duties, charges of any kind and taxes, including without limitation, sales, use, excise, value added, withholding and similar taxes, based on payments to be made to Coriolis hereunder in any jurisdiction(s) where such taxes are required, but excluding domestic taxes based on Coriolis net income. If Customer is required to withhold, deduct, or pay any tax from the amount of fees to be paid under this Agreement, then Customer shall pay such additional amount to Coriolis, to ensure that Coriolis receives a sum equal to what would have been received had no such withholding, deduction or payment been required. Sales prices for systems ordered on the basis of estimate(s) shall be considered revisable by Coriolis at least in compliance with the conditions that its own suppliers or subcontractors apply, unless otherwise stated.

4.3. For additional supplies pricing and new deadlines shall be discussed specifically between Coriolis and Customer. Under no circumstances may the conditions for additional supplies prejudice those of the main Agreement.

5 - INSPECTIONS – TESTS

5.1. Inspections and tests shall be performed, unless otherwise stated, on the site where the products are manufactured.

5.2. Customer shall be given notice eight (8) days prior to their effective date of the inspection. In event Customer is not duly given notice, the inspections and tests shall be considered valid after full acceptance by both Parties.

5.3. In event Customer requests other inspections and tests and that they should be performed on other site(s), these inspections and tests shall be performed at Customer's expense and considered valid after full acceptance by both Parties.

6 - DELIVERY - SHIPMENT - TRANSFER OF RISK – CLAIMS

6.1. Delivery and transfer of risk are considered to be satisfied when the products and/or the services are made available prior to unloading at the location indicated by Coriolis. Unless otherwise stated, this act of making the products and/or the services available is considered to be fulfilled at departure from the manufacturing site, regardless of the applied modalities used for this delivery.

6.2. Use by Customer of products or systems requiring a commissioning phase at their operational site shall

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automatically imply their reception, the transfer of risk, and the start of the contractual warranty period, regardless of any reservations made elsewhere by Customer.

6.3. Delivery deadline is counted from the day of confirmation of order by Coriolis, unless the execution of the order depends on the accomplishment of a prior condition, for example, a partial payment. Under such a condition the delivery deadline shall begin when this condition is satisfied.

6.4. Delivery deadlines, unless otherwise stated, are scheduled estimates and all reasonable efforts shall be made to meet them: delivery delays with respect to the scheduled deadline may not under any circumstances justify the cancellation of the order nor incur penalties, unless specifically stated in the Agreement. Only special and timely agreements may stipulate penalties or compensations, which under no circumstances may exceed five percent (5%) VAT excluded of the value of the products or the services still undelivered and would definitively settle any claim on the part of the Customer relating to the delay. In any event, the compensation may not be applied unless the delay is due to Coriolis, Customer has duly given notice to Coriolis by registered letter, and the delay has caused real prejudice after full acceptance by both Parties. Delivery deadlines are suspended and Coriolis shall be excused and not held liable for failure or delay in delivery under the following circumstances:

- Customer has not supplied required information on time;
- Customer has not complied to payment conditions;
- An event has occurred beyond the control and without the fault or negligence of Coriolis.

6.5. In event Customer fails to accept delivery after notice of availability, he shall be subject to a claim of one percent (1%) of the value of the products per month of delay to cover warehousing costs.

6.6. Coriolis reserves the right to make partial deliveries.

6.7. Any operations pertaining to shipment, insurance, customs duties, concessions, handling etc. arising out of delivery on the site shall be at Customer's expense, risk, and danger, for which he shall be responsible for verifying shipments at arrival and making claims, where applicable, against shipper. In event Coriolis ships, the packaging and shipment shall be made at the lowest possible costs, unless expressly requested otherwise by Customer, and in this event Customer shall be entirely responsible.

6.8. In event an official reception report has not been written and duly signed, after full acceptance by both Parties, claims relating to visible defects, configuration, and quantities of products delivered or to their non-compliance to the delivery documents must be formulated within eight (8) days after date of delivery of the products and without prejudice to the provisions against shipper or else such claims shall not be accepted. Such claims should be made before any conversion or touch-up work is performed. No product may be returned to Coriolis without prior written consent. In such an event, Customer should ship returned product F.O.B. to address indicated by Coriolis. Coriolis shall not be held liable for any loss of or damage to returned products.

7 - ERECTING AND COMMISSIONING SERVICES

7.1. In event Coriolis assures the erecting and the commissioning of its supplies, these services must be performed by Coriolis technicians or Coriolis approved technicians and shall only cover :

- making connections between Coriolis products ;
- testing and commissioning ;
- familiarizing the Customer about what to do.

7.2. Customer or a Customer-selected contractor shall perform all other services, in particular, prime contractor services, technical inspections, work on premises, and shall be exclusively responsible for the said services. Preparatory work must be terminated by the time the installers arrive. If Coriolis accepts upon request from Customer the delivery of the material before completion of work, Customer shall be exclusively responsible for all the risk and expenses relating to the damage or loss of the material and/or arising out of moving operations to new locations or extensions in deadlines. Neither indications in drawings supplied by Coriolis nor its participation in worksite meetings or the signing of an official reception report for a site may confer on Coriolis the responsibility of a site contractor. Unless otherwise stated, the services indicated in Article 7.1 are performed at Customer's risk and expense.

8 - PAYMENT TERMS

8.1. Unless otherwise stated, payment shall be made net without discount on due date of payment indicated on the invoice. In event of discounted payment, only the VAT corresponding to the price effectively paid shall give Customer the right to the discount.

8.2. In event Coriolis accepts installment payments, non-payment by a Customer of a single installment shall allow Coriolis to demand immediate payment of the remainder of the price for the supply concerned and all accounts payable for other supplies, even though these other supplies may still not be due. The same procedure shall apply in event of sale, transfer, mortgage and contribution of Customer's good will.

8.3. In compliance with Article L. 441-6 of the French commercial Code, in event outstanding sums are paid after the

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due date of payment indicated on the invoice, these amounts shall without prior written notice accrue an interest equivalent to three times (3 x) the French legal interest rate plus five percent (5%).8.4. In addition, in event of recovery of accounts payable by legal proceedings, Coriolis shall have the right to claim the reimbursement of its legal costs and a compensation of at least ten percent (10%) of the accounts payable.

8.4. Customer shall never be authorized to withhold all or part of outstanding sums nor make use of them as a compensation arising out of a claim made against Coriolis.

9 - RETENTION OF TITLE

9.1. Coriolis shall retain property rights to the products and the services until their prices have been fully paid and actually credited, and Coriolis shall have the right to retake possession, if payment is not made. Customer shall inform his sub-buyers of the retention of title clause. In event Customer should become insolvent or enter into receivership, Coriolis shall have the right to claim accounts still payable from the sub-buyers and Customer shall indicate to Coriolis their addresses and other relevant information accordingly.

9.2. In event Customer fails to pay for standard products, Coriolis shall have the right to retake possession of identical products still in the Customer's stock without Coriolis having to prove that they are identical to the products delivered and not paid for.

9.3. Coriolis shall retain property rights to supplies as long as they are removable. Otherwise, Coriolis shall become co-owner of the finished product pro rata to its rights. Customer shall pay expenses for repairing and/or overhauling the returned supplies.

10 - WARRANTIES

Subject to the specific conditions of the product range to which the supplied products belong, Coriolis warrants all the products supplied to be free from defects in material and workmanship for a maximum period of one (1) year from date of delivery. In event the delivery is postponed due to a cause beyond the control of Coriolis, the warranty period shall begin on the date originally scheduled for the delivery. Software products shall be limited in warranty to the correction of reproducible errors in order to allow the execution of instructions contained in the faulty program by the delivery of a corrective version. Warranty is limited, at Coriolis option, either to the repair or the replacement by equivalent items of all items of the products affected by a latent defect pre-existing prior to delivery. Coriolis warranty does only apply for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Products. This warranty shall not apply to replacements or repairs resulting from:

- damages or accidents due to faulty supervision or maintenance or use of the Products by persons not trained by Coriolis;
- excessive or improper use of the products;
- defects arising out of materials provided or a design stipulated or specified by the Customer;
- defects arising out of external factors such as defective construction work, inappropriate flooring, Coriolis shall neither be liable for normal wear and tear of the products nor deterioration or chemical, atmospheric, electrical, or other effects for which Coriolis may not be held responsible.

This warranty shall no longer apply if Customer modifies, incorporates, or repairs the product of origin. Replaced parts shall become again the property of Coriolis. Replacement of parts during the warranty period shall not have as an effect the extending in time of the products' warranty period. Unless otherwise stated, second-hand parts and spare parts shall not benefit from the contractual warranty of this Article. Customer shall grant Coriolis the time it needs and provide required facilities to allow remedying the reported defect. In event Customer refuses to do so, Coriolis shall be released from all liability. Normal maintenance of the products shall not be included under this warranty and shall be covered by a separate agreement. In any event, the mandatory legal warranty shall apply in compliance with the regulations in force and effect.

11 - LIABILITY – INSURANCE

It is expressly agreed that Coriolis shall be excused and not held liable for any event beyond its control and in particular subsequent to Force Majeure or Acts of God. Unless otherwise stated, Coriolis shall not be held responsible for results, in particular, performance or capability of the product or the service for a use not expected or not specified by Coriolis, and Coriolis provides no implied or express guarantee with respect to negotiability. Coriolis contractual obligations only follow from signed agreements in compliance with the provisions stipulated in these General Conditions for Supplies and in particular Articles 1 to 3 inclusive herein. IN NO EVENT SHALL CORIOLIS OR ITS REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA) RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS AND CONDITIONS, OR FROM THE

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FURNISHING, PERFORMANCE OR USE OF ANY PRODUCT OR SERVICE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CORIOLIS'S LIABILITY WILL NEVER EXCEED IN AGGREGATE THE TOTAL PRICE VAT EXCLUDED PAID BY CUSTOMER HEREUNDER. CORIOLIS SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. From date of delivery of equipment Customer should insure the said equipment against all risks and in particular damage and loss. Customer should also subscribe to an appropriate insurance covering all damages liable to engage its professional civil responsibility as designer and/or prime contractor.

12 - ASSIGNMENT AND SUBCONTRACTING

Coriolis may without restriction assign and/or subcontract all or a part of its rights and obligations arising out of an agreement to supply products and/or services with Customer to a third party of Coriolis choosing. Customer shall give written notice to Coriolis by registered letter prior to any assignment and/or subcontracting of his rights and obligations arising out of an agreement to supply products and/or services with Coriolis and shall protect Coriolis against any default and/or claim by the said assignee and/or subcontractor.

13 - TERMINATION OF THE AGREEMENT - CANCELLATION OF ORDERS

Failure by Customer to perform any one of his obligations shall authorize Coriolis to automatically terminate, without legal formality, all or a part of the Agreement for supplies concluded with Customer in event Customer should not remedy within eight (8) days after receipt of written notice by registered letter from Coriolis; to recover already delivered products; to claim compensation for the prejudice suffered; and to retain thereof as a minimum the amounts already paid, or if no partial payment was made, to invoice as a compensation at least ten percent (10%) of the order's value. This provision shall also apply to any total or partial cancellation of the order unilaterally decided by Customer.

14 -GOVERNING LAW AND JURISDICTION

All sales and/or services and any dispute or claim arising out of or in connection with it/them or its/their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of France. The United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such convention, if otherwise applicable, shall not apply to any order or sale. Any disputes arising out of the interpretation, performance, or termination of the contractual obligations of this Agreement which are not settled amicably shall be submitted to the courts having jurisdiction in the location of Coriolis headquarters in France, regardless of the accepted supply conditions and payment terms, and even in event of invocation of responsibility of original warranty party or multiple defendants.