

## 2017 GENERAL CONDITIONS OF SALE - FONROCHE ENVIRONNEMENT URBAIN - EXPORT

These General Conditions of Sale apply to all sales/supplies of stand-alone street lighting/lighting systems, excluding poles, arm(s) and tubes (hereinafter referred to as the "Products") that are exported by FONROCHE ENVIRONNEMENT URBAIN (hereinafter "FEU") to countries outside France, the Region of Corsica and the French Overseas Regions and Territories ("DROM-COM"). These general conditions of sale shall be systematically appended to the quote that is sent to the Purchaser of the Products. Consequently, the signature of any and all quotes shall entail automatic and unreserved acceptance by the Purchaser of these conditions, to the exclusion of all others, but without prejudice, however, to any specific conditions that may have been agreed by separate contract between FEU and the Purchaser. These general conditions shall take precedence over all the Purchaser's conditions of purchase, notwithstanding any provisions to the contrary.

### 1. PRODUCTS

The prices and information stated on the communications media, as well as the price lists, are for information only, as FEU reserves the right to make all modifications concerning the design, form, sizes or materials of these Products, for which the sketches and descriptions are shown on the communications media. The technical characteristics of the Products are for information only and may not, under any circumstances, be the cause of claims regarding or reductions of the price of the Product.

### 2. ORDERS AND ACCEPTANCE OF ORDERS

#### (i) Orders

In order to be deemed an offer to purchase, all requests by the Purchaser must include all the requisite information and, in particular, the description of the Products ordered (reference number of the technical study), the quantity and the delivery terms (place, timeframe, etc.), as well as the price (notified by FEU and valid at the time the order is placed, i.e., except as otherwise provided for, 60 days as from it being sent or issued to the Purchaser). The information notified for conducting the technical study (the "Study") is contractual in nature, and includes but is not limited to:

- The geographical location (specific climatic area, whether the area is affected by snow and wind or sand and dust, the atmospheric pollution, if the location is a coastal area, if the location required a soil study, etc.);
- The use and intended purpose (private, public, roads, functioning, intensity and other characteristics);
- The technical characteristics (type, dimensions, colours, etc.);
- The applicable administrative information notified by the Purchaser (zoning regulations that are applicable to the area, etc.).

In this respect, the Purchaser undertakes to use the Product in ways that comply strictly with the information that it declared at the time of the Study.

All orders must be accepted in writing by FEU. To this end, FEU shall confirm its agreement to the Purchaser within eight days in the form of a Contract, which shall contain the following items in the order of priority listed below:

- 1- FEU's offer, which states the specific conditions;
- 2- The General Conditions of Sale;
- 3- The acknowledgement of receipt of the order.

The orders placed by the Purchaser constitute a unilateral, irrevocable promise to purchase, the withdrawal of which shall trigger its liability. Moreover, as soon as FEU has accepted the order, the sale shall become firm and definitive, as from the date of acceptance by the Parties. All cancellations, withdrawals or reductions of an order, without FEU's express agreement, shall constitute a breach of its obligations by the Purchaser. In this case, in accordance with the law, FEU reserves the right to take legal action in order to obtain compulsory performance or the cancellation of

the order, to the sole prejudice and detriment of the Purchaser.

The benefit of the order is personal with respect to the Purchaser and cannot be assigned without FEU's agreement. FEU accepts orders subject to an agreement between our client Credit Insurance and the Purchaser, which guarantees the amount of the Purchaser's client credit. If our client Credit Insurance for the Purchaser does not guarantee the order, specific means of payment or guarantees shall be implemented and discussed for each transaction.

An invoice shall be issued that corresponds to each delivery. The effective date of delivery shall be both the invoice date of issue and the starting point for the computation of the due date in the event of deferred payment.

#### (ii) Changes to orders

The Products sold by FEU are manufactured after receipt of the order. Consequently, all changes to or cancellations of orders must be requested in writing by the Purchaser, and shall only be accepted by FEU according to the state of progress of the order fulfillment. If FEU does not agree to the change or cancellation, the down payments made shall not be returned and the costs of modification, paint removal or paint refurbishment, as well as damages, may be invoiced.

All changes shall necessarily give rise to the signature of a rider to the Contract, regardless of the extent of the changes made. A change shall be understood to mean all requests for modifications of the technical characteristics of the Products, or changes in the laws, regulations, standards or quantities, or increases in the prices of raw materials after the date of entry into effect of the Contract.

### 3. DELIVERIES

#### (i) Deliveries

Deliveries shall be made in accordance with the defined Incoterm. Deliveries shall only be made according to availabilities and in the sequence in which orders arrive.

The delivery times are stated in the acknowledgement of receipt of the order.

Goods travel at the risks and jeopardy of the Purchaser, which shall be responsible for verifying shipments upon arrival, making known any reservations and lodging any claims with the carrier, if even the shipment was free on board.

FEU shall, as of right, be released from all commitments regarding the delivery time if the Purchaser has not complied with the payment conditions or:

- In the event of force majeure (i.e., all events that are beyond the control of FEU and that prevent it from operating normally at the stage of manufacturing or dispatching the Products), as defined in Article 11;
- If events occur such as lockouts, total or partial strikes that interfere with the functioning of the departments of FEU or of one of its suppliers, sub-contractors or carriers, disruption of transportation, or of the supply of energy, raw materials or spare parts, epidemics, war, requisition, fire, adverse weather conditions, natural disaster, machinery accidents, etc.;
- When the information to be provided by the Purchaser does not reach FEU in a timely manner, as well as in the event of changes or new specifications.

#### (ii) Delays

The delivery times are given for information purposes only and with no guarantee. A delay does not authorise the Purchaser to cancel the sale, to refuse the goods or to benefit from damages.

If FEU does not comply with the contractual performance timeframes, for reasons that are directly attributable to it and when the delay has caused actual harm to the Purchaser, proof of which the Purchaser must provide, FEU shall pay, after formal notice that has remained without effect and in response to a substantiated claim by the Purchaser, an indemnity calculated on the

contractual amount excluding tax, for the part of the services that were delayed, at the rate of 0.2% per complete week's delay.

The aggregate amount of these penalties may not exceed 5% of the amount excluding tax of the services for which FEU collected payment, delivery of which is delayed.

FEU's total liability in respect of the delay may not exceed a total amount of 5% of the amounts that were collected in the form of the price of the Contract excluding tax.

Said penalties shall take the form of liquidated damages, and shall exclude all other compensation for the Purchaser in this regard and all penalties in respect of the delay.

### 4. HANDLING AND STORAGE

The batteries must be stored in a place that is protected from the elements, in their original packaging. The batteries must be installed before the date stated on the packaging.

The mechanical parts must not be stored directly on the ground or near to an area in which powdered materials are stored. It is not recommended to store the mechanical components for a long period without adequate ventilation, in order to avoid any deterioration.

### 5. CARRIAGE

Carriage shall be organised by the Purchaser, and shall be at the Purchaser's expense and under the Purchaser's responsibility. The goods travel at the risks and jeopardy of the Purchaser, which shall be responsible for verifying shipments upon arrival, making known any reservations, and lodging any claims with the carrier, even if the shipment was free on board.

Carriage, which is free on board and includes packaging, shall always be understood to mean unloading by the recipient, as the driver cannot operate alone. All additional carriage expenses caused by the Purchaser (in the event of an incorrect delivery address or if the recipient is absent) shall automatically be charged to it.

Goods are deliverable free on board without unloading. The Purchaser must take all steps to enable and/or facilitate the receipt of the Products ordered. It must, in particular, ensure that the reception infrastructure (premises, facilities, etc.) complies with all requirements or recommendations expressed by FEU in its technical documentation or by any other means. The Products shall be deemed to have been received by the Purchaser within 72 hours of the delivery of the Products to the Purchaser's Site.

#### (i) Claims

Notwithstanding the statutory obligations, in order to be taken into account, all claims concerning the nature, type, characteristics, delivery notes and apparent quality of the Products must be notified to the carrier within a maximum timeframe of 48 hours, with a copy to FEU.

#### (ii) Packaging

Packaging that is not consigned shall always be paid by the Purchaser and shall not be recovered by FEU. In the absence of any specific indications on this subject, the packaging shall be prepared in accordance with the standards defined by FEU.

#### (iii) Returns of deliveries

The return of a Product that was delivered can only be accepted on an exceptional basis after first obtaining FEU's written agreement and after a delivery return acceptance number has been issued ("*delivery return no.*"); all returns that do not comply with these provisions shall be automatically rejected. After the delivery return acceptance number has been issued by FEU, the Product must be returned within 30 calendar days, in the state in which it was delivered, both with regard to the Product and its packaging. No returns shall be accepted after this date. If the visual aspect does not comply with the purchase order, only undamaged Products that are in perfect condition will be accepted, i.e., with no marks, unopened and with all the accessories, documentation and cables that were originally supplied. The refurbishment expenses and the risks associated with

returning this equipment shall be the responsibility of the Purchaser.

## 6. PRICE AND PAYMENT CONDITIONS

The Products are sold by FEU to the Purchaser at the rate in force when the order is placed. The Purchaser must be able to consult the rate in force at all times. The prices stated in the offer are expressed net of all taxes and excluding transport levies, as applicable. The Specific Conditions of the offer define the total price of the Products when there is flat-rate price and, as applicable, shall provide the breakdown of this price (the price of the studies, supply and carriage).

The price is established on the basis of the laws and regulations in force on the date on which the offer was submitted.

The price may be revised as from the date on which the offer is submitted under the conditions provided for in the offer, according to the formulas for price revision published by the Lighting Confederation.

(i) Conditions governing payment of the price

The payment conditions for the Purchasers that benefit from a financial guarantee are as follows:

- 30% at the time of order;
- 70% at the time of delivery.

In the absence of a financial guarantee, the entirety of the price including all taxes must be paid on the date of the order.

Invoices are payable immediately upon receipt, by bank transfer or by cheque to FEU sent to the postal address below:

**FONROCHE Environnement Urbain -Service Comptabilité – CS 90021 - ZAC des Champs de Lescaze- 47310 ROQUEFORT - Tel: 05-53-77-21-31 Fax: 05-53-77-21-51**

No discounts are offered for cash payment.

Payments by bill of exchange are not accepted.

All additional payment times on which the parties have not agreed shall be regarded as unreasonable. The (total or partial) non-payment of an amount when due shall, as of right, lead to accelerated maturity and consequently all monies owed falling due immediately, even if the due dates are in the future. In such a case, the monies owed shall immediately fall due after formal notice has been duly served by FEU via registered letter with return receipt, unless FEU chooses to cancel the orders. In this case, cancellation shall not only affect the order concerned, but also all orders to be delivered.

In accordance with the provisions of the law in force, all amounts that are not received when due, without prejudice to all of FEU's other rights, shall, as of right, accrue interest at the statutory rate of 1.5% per month, without prior formal notice being necessary. Moreover, all late payments, as of right and with no formal notice being necessary, shall give rise to the payment of a flat-rate indemnity to cover collection costs of an amount of €40 as set by the Decree of 2 October 2012 no. 2012-1115 and in accordance with Article L 441-6 of the French Commercial Code.

If a payment is not made when due, the Purchaser shall also pay the collection fees for its debt, and, as liquidated damages, shall owe an indemnity of 15% of the unpaid debts, without prejudice to all of FEU's other rights.

No claims by the Purchaser can suspend the payments it owes and no offsetting may be effected without FEU's written agreement; the Purchaser expressly declares that it wishes to make payment notwithstanding any difficulties.

Any deterioration of the Purchaser's credit (reduction in the guarantees of our Client/Purchaser Credit Insurance, late payment, failure to comply with negotiated payment times, etc.) may justify a demand for guarantees or cash payment before filling the orders received. This shall be the case, in particular, if there is a change in the debtor's capacity, in its professional activity (or, if it is a company, in its corporate officers or in the form of the company), or if a sale, lease, pledge or contribution of its going concern has an unfavourable effect on the Purchaser's credit. FEU may also cancel any current orders if, while the orders are being filled, it becomes aware of the fact that the Purchaser is undergoing insolvency proceedings.

## 7. RETENTION OF TITLE

The transfer of title to the Products is contingent on the effective receipt in full of the price by the seller when

due. However, the risks shall be transferred to the Purchaser as from delivery.

In the event of non-payment by the Purchaser, FEU, without losing any of its other rights, may, by registered letter with return receipt, order the Products to be returned at the Purchaser's expense and risk. FEU may:

- Arrange for an inventory of the Products for which the Purchaser has not paid to be drawn up;
- Recover the Products that were delivered, which must be identifiable at all times.

The Purchaser shall owe an indemnity to cover loss of value of 1% of the price of the Products per month the Products are held between delivery and return. This indemnity shall be offset against any down payments that were made.

The Purchaser shall refrain from granting any pledge, right of lien or other rights to a third party on the Products and, in general, the Purchaser undertakes to do everything that is necessary in order to protect, as much as possible, the interests of FEU, in particular with regard to the owner of its premises and all other creditors.

Notwithstanding the above, the risks of loss or of total or partial damage of the Products shall be transferred to the Purchaser as soon as they are delivered. The Purchaser must, in this respect, take out all insurance policies to cover the Product and, as applicable to enable any indemnities to be paid directly to FEU commensurately with any amount that is owed to it, including both principal and interest, by the Purchaser.

## 8. WARRANTIES

FEU undertakes, in respect of the warranties offered, to repair or replace any defective equipment, it being specified that these warranties shall only apply to Products that are installed and used in accordance with the rules of the art, and with the local regulations and standards in force, and in complete compliance with the installation instructions provided by FEU. Except as otherwise expressly stated by the Purchaser, the equipment ordered is presumed to be used at the place of reference for the Technical Study referred to in Article 2. It is therefore in relation to this place that the technical characteristics of the equipment delivered are defined. The warranties offered concern the replacement of parts if they are defective, under the following conditions:

### (i) Defects that grant the right to the "parts replacement" warranty

The warranty exclusively concerns the following parts:

- The photovoltaic panel
- The battery and the LED array (lights):
  - Total replacement of the product for the first five years

FEU undertakes to remedy any operating defect of the products mentioned above, the origin of which is a flaw in the design or materials.

Under the warranty, FEU may, at its initiative alone, decide to repair, replace or reimburse any defective products, without its liability being triggered beyond the extent of the repair, replacement or reimbursement of the Product.

In the event that FEU decides to replace all or part of the Product, the warranty concerning the replaced components shall be limited to the duration of the initial warranty period.

The warranty for the lights, LED, and electrical auxiliary units (drivers, etc.) is limited to the replacement of the defective parts free of charge.

The labour costs incurred by the replacement of the defective parts shall be paid for in full by the Purchaser.

The labour operations may only be performed by a third party if FEU has approved said third party in writing.

All other representations, warranties or conditions, whether explicit or implicit, statutory or otherwise, are formally excluded. FEU does not assume any liability of any kind whatsoever concerning all losses, all damage or harm that are directly or indirectly attributable, or that are connected in any way to the quality, compliance or use of the Products.

### (ii) Duration and starting point of the warranty

The warranty period shall start on the ex-works date stated on the delivery note that is accepted and signed by the Purchaser or its representative. If, at the

Purchaser's request, the dispatch of the equipment that has already been manufactured in full is deferred for a reason that is beyond the control of FEU, the extension of the warranty period cannot exceed three months beyond the delivery date initially defined.

The warranty can only be triggered for defects that manifest themselves during the following periods:

- photovoltaic panels: 10 years
- battery and LED array: 5 years

### (iii) Warranty exclusions

Products that are stored and installed under the following conditions are expressly excluded from the warranty:

- Use and utilisation of the Product that does not correspond to the information declared at the time of the Study;
- Geographical location, the effect of which is the occurrence of unpredictable weather conditions, winds in excess of 70km/h, etc.;
- A coastal-type environment, a polluted atmosphere, exposure to fine particles, sand, a specific activity, pollution and others;
- The Product's physical installation does not conform to the physical limitations imposed by the Product,
- Caustic and/or corrosive environments (for example, including but not limited to, industrial chemical plants, very humid environments and environments that are saturated in fertilising products);
- The existence of over-voltages or non-compliant electrical facilities (over-voltages and under-voltages in excess of those defined by the applicable standards in force or current fluctuations linked to a management system that exceeds the limits specified for the Product);
- The presence of ground vibrations or tremors;
- The presence of a harmonic oscillation phenomenon or any resonance associated with movements of air around the Product;
- Failure to comply with the Installation instructions (for example, in the event of assembly errors);
- Prolonged storage with no use for more than six months;
- Utilisation that does not correspond to the purpose or intended use (e.g. an Installation that does not comply with the rules of the art, a lack of maintenance as advised in the installation instructions provided by FEU, a lack of surveillance, storage and handling that do not comply with the conditions laid down by FEU, etc.);
- A modification of or work on the Product (in any form whatsoever) performed directly by the Purchaser or by a third party. Work or a modification shall be understood to mean, in particular, any addition or any removal of a part or component of the Product, in particular the installation or the use of accessories, applications (software), or the replacement of original parts (e.g. lighting or cabling systems);
- In the event that the installation is performed after the date stated on the packaging.

The following are also excluded from the warranty:

- Defects arising from substances and materials supplied by the Purchaser or a design imposed by the Purchaser;
- Products, the amount of which has not been paid in full to FEU, or, in the event of payments in instalments, Products for which the Client has not respected the payment instalment dates;
- Defects arising from a case of force majeure, as defined in Article 11, or that originate from an act of vandalism, civil unrest, falling objects, explosion or fire, or any other situation beyond the control of FEU.

### (iv) Conditions under which the warranty can be triggered

In order to be able to claim the benefit of triggering the warranty, prior to the order, the Purchaser must have **provided to FEU in writing and with proof of receipt, the purpose, intended use and conditions of use of the Product (in particular in connection with the Study).**

In order to trigger the warranty, the Purchaser must:

- Inform FEU, in writing, of the defects it is attributing to the equipment, within five calendar days of discovering them, and provide all explanations and justifications concerning the reality thereof;
- Give FEU every possibility to observe these defects and, in order to be able to remedy them, place the defective Product in conditions that are suitable for storing it correctly and, unless a written request is made by FEU, without making any changes thereto of any kind;
- Moreover, unless FEU expressly agrees, refrain from carrying out the repair itself or arranging for it to be carried out by a third party.

**(v) Functioning of the warranty (after-sales service)**

After receipt by FEU of the request to trigger the warranty, FEU may accept the request and, in this respect, issue a file number ("*after-sales service return no.*"), or refuse the request and provide the reason(s) for the refusal to the Purchaser.

After-sales service returns function as follows:

1-a file number is allocated for the "after-sales service return" by FEU;

2-the equipment is sent and/or installed by FEU as soon as possible;

3-the Purchaser returns the defective equipment within 30 calendar days, as from the "after-sales service return" number being notified, to the following address:

**FONROCHE ENVIRONNEMENT URBAIN SAV**

**ZAC des Champs de Lescaze 47310 ROQUEFORT**

4-FEU takes delivery of the technical equipment and starts the in-house technical audit;

5-the FEU in-house technical audit reveals:

- The existence of a defect that is covered by the warranty (**COVERED BY THE WARRANTY**):
  - 6.1-FEU staff replace or repair the defective part;
  - 6.2-FEU sends back the equipment under warranty to the Purchaser or re-installs it for the Purchaser;
  - 6.3-FEU sends replacement equipment to the Purchaser within 30 calendar days of receipt of the equipment;
  - 6.4-the parts and labour not covered by the warranty\*, if any, are invoiced.

**OR**

- There are no defects covered by the warranty (**NOT COVERED BY THE WARRANTY**):

7.1-a quote is drawn up for the repair of the equipment that is not under warranty;

7.2-the repairs are performed or the unrepaid equipment is returned (at the Purchaser's choice);

7.3-the replacement equipment is returned by the Purchaser to FEU within 30 calendar days of receipt of the equipment under warranty

7.4-FEU invoices a flat-rate amount of the loan of the replacement equipment, and for the costs of the technical audit, carriage and travel.

*\* After-sales service repairs or replacements are, as a priority, dealt with in FEU workshops. Nevertheless, in the event that, given the nature of the equipment, the repair must take place on the site where the equipment is installed, the cost of carriage of the equipment or of the defective parts, as well as that of the return of the repaired or replaced equipment or parts, shall be paid by the Purchaser, as shall FEU's travelling and accommodation expenses in the event of repair on the site where the equipment is installed.*

FEU shall recover title to parts that are replaced free of charge.

This warranty cannot be assigned or transferred.

All repairs or all replacements under the warranty cannot result in the warranty period being extended. FEU reserves the right to modify the equipment hardware in

order to comply with its obligations.

In the event of failure to return equipment that is under warranty or replacement equipment by the Purchaser, within the timeframes mentioned above (in sections 3, 6.3 and 7.3), a penalty for late performance of an amount of two hundred (200) euros per day's delay shall be applied, without any prior formal notice having to be served by FEU. The total amount of the penalties invoiced to the Purchaser may not exceed 5% of the total amount of the contract.

**9. FEU'S LIABILITY**

**(i) Liability for direct and indirect damage to property**

FEU is not required to compensate the harmful consequences of faults by the Purchaser or third parties concerning the performance of the Contract, or the harm that results from use by FEU of technical documents, data or any other resource provided, use of which is imposed by the Purchaser and that contain errors that were not detected by FEU. Under no circumstances may FEU's liability be triggered in the event of indirect damage to property.

**(ii) Liability for direct and indirect consequential damage**

Under no circumstances shall FEU be required to indemnify direct or indirect consequential damage, such as, in particular: operating losses, loss of profit and commercial harm.

FEU's liability is strictly limited to the obligations that are expressly stipulated in these general conditions of sale. All the penalties and indemnities that are attributable to FEU and are provided for therein have the nature of liquidated damages that entail discharge and exclude all other sanctions and indemnification.

**(iii) Liability limitation**

Other than the compensation of bodily injuries, regardless of the cause, FEU's liability is limited to an amount that, absent any provisions to the contrary in the specific conditions, is capped at a maximum amount that corresponds to 10% of the monies received in respect of the supply or service on the date of the claim.

The Purchaser shall vouch for the waiver of recourse by its insurers or third parties with which it has a contract, against FEU or its insurers, in excess of the limits and for the exclusions defined above.

**10. OWNERSHIP - CONFIDENTIALITY**

FEU shall retain in full all the intellectual property rights to its projects, studies and documents of all types, which may not be disclosed or performed without its written authorisation, and must be returned to it at its first request.

Throughout the duration of its contractual relations with FEU and for five (5) years after the expiration thereof, the Purchaser undertakes not to disclose to any person or entity whatsoever, in any form whatsoever, any information concerning the processes, methods, patents and other forms of intellectual property that are directly or indirectly used by the Products of which it may be aware or that may be brought to its attention.

The technology and know-how, whether patented or not, as well as all the industrial and intellectual property rights concerning the Products and services, shall remain the exclusive property of FEU. The Purchaser is only granted a non-exclusive licence to use the Products.

**11. FORCE MAJEURE**

FEU's liability may not be triggered under any circumstances due to a delay or any shortcomings whatsoever in the filling of an order, provided that they are attributable to cause beyond its control. FEU may not be deemed to be liable in the event of a breach of one of

its contractual obligations, if this non-performance is caused by a case of force majeure, i.e., an event that is unforeseeable, unavoidable and extraneous with regard to FEU.

By express agreement, it is stipulated that the following events, in particular, shall constitute cases of force majeure: fire, strikes, unrest, riots, floods, epidemics, administrative or judicial seizures, embargos, quarantines, restrictions, wars, defaults by sub-contractors, acts of state, restrictions on foreign exchange, imports or exports, unforeseeable circumstances, actions or omissions by the Purchaser, or defaults or delays on the part of the carrier.

The performance of the obligations shall be suspended if a force majeure event occurs that is beyond the control of FEU, which makes it impossible for it to perform its obligations, without it being possible to trigger its liability in this respect with regard to the Client, or to claim any associated indemnification from it by the Client.

FEU shall resume performance of its obligations when the disappearance of the force majeure has been duly observed.

The performance times for the obligations, in particular those provided for filling the order, shall be extended by a period that is equal to that during which the force majeure situation persists.

If the situation continues for more than 30 days, the parties shall meet in order to determine whether they intend to pursue the performance of their respective obligations and, if not, the order shall be cancelled as of right with no indemnities being owed by either party.

It is however specified that in the event of an insurance-related expert appraisal, the aforementioned timeframe may, as necessary, be extended as a result.

**12. CHOICE OF FORUM AND APPLICABLE LAW**

These general conditions of sale are governed by French law.

In the event of a dispute, solely the Agen (47) Commercial Court shall have jurisdiction, even in the event of third party notice, interlocutory applications or multiple defendants. If the action includes any form of urgent measure whatsoever, solely the urgent applications judge of the Agen District Court shall have jurisdiction, regardless of the measure requested and where the litigious Product is located.

No acceptance of payment by cheque, bills of exchange or any kind of instrument that is issued in another place shall bring about a derogation from or novation of this choice of forum clause.

**13. OTHER PROVISIONS**

The fact that FEU does not, at any time whatsoever, avail itself of one of the provisions of the general conditions of sale may not be construed as a waiver of the right to avail itself of this provision at a later date.

FEU has taken out an operating liability insurance policy and an insurance policy to cover its civil liability following delivery/work/services. No guarantee concerning ten-year construction liability insurance may be provided in respect of this Agreement.

No amendment of these general conditions of sale shall be valid if it is not evidenced in writing between FEU and the Purchaser.

These general conditions of sale shall prevail over all other general conditions issued by FEU.

Any invalidity of part of the provisions of these general conditions of sale may not affect the validity of the other conditions.

**SIGNATURE OF THE PURCHASER,**

Preceded by the handwritten French-language words: "*Je soussigné(e) ... en qualité de représentant dûment habilité de la société ... déclare avoir pris connaissance et accepter sans aucune réserve les présentes CGV établies sur trois pages*" ["I [name], the undersigned, in the capacity of duly empowered representative of [name of company], declare that I have reviewed and unreservedly accept these general conditions of sale, which are printed on three pages"].

**Executed in**

**On**

In two (2) original counterparts, one of which is issued to the Purchaser by hand on the date hereof