

GENERAL TERMS AND CONDITIONS OF SALE

As of 22 August 2018

1/ PREAMBLE:

These conditions are applicable irrespective of the Buyer's general conditions of procurement. All modifications that the stakeholders may bring to them require express written agreement. Any lawsuit arising from this contract falls under the exclusive jurisdiction of the Tribunal competent for the territory of our company headquarters, or will be settled by conciliation and arbitration of the International Chamber of Commerce, including cases of multiple defendants or guarantee call. The applicable law is French law. All fees, expenses, in particular bank fees and legal fees, and taxes of all kinds which may pertain to the execution of these rules shall be for the account of the Buyer.

2/ THE OFFER:

Offers are made according to the specifications supplied by the Buyer. Except as may be especially agreed, the validity of the offer is 3 months. After this period of time, we reserve the right to review our proposed delivery times and prices.

Any modification or cancellation of the order requested by the Buyer must be made in writing. It cannot be taken into consideration if it arrives at an advanced stage of production. It can lead to a delay in delivery and respective costs. Any modification or cancellation assumes written confirmation by our company.

Placing an order implies unqualified adherence to these general terms and conditions of sale. No contrary clause which is not expressly reproduced by our company in the acknowledgement of receipt of the order shall be accepted.

3/ CONFIDENTIALITY:

The client is always bound by a general obligation of confidentiality with regard to Fuji Electric France. All exchanges of information, even verbal, are confidential.

4/ CONCLUSION/EXECUTION /CANCELLATION OF THE CONTRACT:

The contract is deemed to have been entered into when upon receipt of an order the Seller sends written acceptance to the Buyer by means of an acknowledgement of receipt. The execution of the contract begins only after the down payment stipulated in the order has been received. The contract shall be performed in accordance with its terms, and any modification must be the subject of an amendment.

The Seller shall have the right to cancel the contract if the Buyer is in breach due to one reason from the following non-exhaustive list of reasons:

- failure to respect the deadlines for payment
- failure to respect his obligations relative to the execution of the contract and possible amendments.

In addition, in case of death or disability, the dissolution or modification of the debtor company, the sale, the contribution of the assets to a company, or a transfer of any kind of the business capital, the contract can be cancelled automatically by the Seller.

5/ PLANS & DOCUMENTS:

The technical specifications, prices, performances and other data appearing in the catalogues, prospectuses, circulars, advertising and price lists are only for information purposes. The Seller is and remains the exclusive owner of the engineering studies, plans, models and all documents which the Buyer should acquaint himself with in the context of the contract. These materials can be used only by the Buyer and solely for the needs of performance of this contract. These documents are confidential and cannot be distributed, published, reproduced or generally communicated to third parties without the prior express authorization of the Seller in writing. Any violation of these rules may be the subject of legal prosecution.

6/ SUBCONTRACTING:

The Seller reserves the right to subcontract all or part of the engineering studies, supplies, services and work which are the subject of this contract.

7/ INSPECTIONS AND TRIALS:

The products are made in accordance with the rules of the art. All checking, tests or specific inspections requested by the Buyer are for his account.

8/ PRICE:

Except as agreed specially, our prices are understood to be net of taxes for the equipment alone 'ex works' in accordance with the latest INCOTERMS. All duties and additional expenses are for the account of the Buyer.

Any packaging which may be requested is payable by the Buyer except as may be stipulated to the contrary. It is invoiced at actual cost.

9/ RETENTION OF TITLE:

The Seller retains title to the merchandise until the receipt of the complete price and incidentals, the Buyer assuming for the account of the Seller all risks of damage caused by or incurred by the merchandise from the moment it is made available for him. The presentation of bills of exchange or of any other payable or obligation to pay does not constitute payment in the sense of this provision.

The Buyer is authorized in the context of normal operation of his establishment to resell the equipment delivered. But he cannot either offer it as collateral or transfer the title as guaranty. In case of resale, he transfers to the Seller all the receivables accruing to him as profit from the resale to a third party buyer. The authorization to resell is automatically withdrawn in case of cessation of payment from the Buyer. In case of garnishment or any other action by a third party against merchandise still covered by the clause of retention of title, the Buyer must necessarily inform the Seller without delay so as to allow him to oppose it and protect his rights.

In case of failure to respect these provisions or of delay in payment, the Seller can automatically begin to take back the merchandise. In this case, the Seller is not required to return the down payments received when they can be used to compensate him for damages and interest due to him by the Buyer (either through application of a penalty clause or to cover the costs of restitution) or for the value of the merchandise improperly modified by the Buyer.

10/ CONDITIONS OF PAYMENT:

The contract defines the conditions of payment. By default, the following conditions are applied:

Terms of payment:

* Orders for amounts greater than €15,000 net of taxes: 30% at the time of placing the order, 30% during execution and no later than half-way to the delivery date, the balance when the goods are available for collection in the factory.

* Other orders: payment in full upon receiving our invoice in accordance with the modalities below.

The deadlines for payment cannot be delayed under any pretext whatsoever, even litigation.

Modalities of payment:

Except as may be especially agreed, the payments are made to the Seller's domicile in Euros, net and without any discount, at 45 days from the end of the invoice month in accordance with the law number 2008-776 dated 4 August 2008 subject to acceptance by our collection agency. In case of a first order, cash payment is required.

The Seller reserves the right at any time, depending on the risks incurred, to set a ceiling on the credit facility of each Buyer and to require certain payment deadlines or certain guaranties. In accordance with the customs of the trade, the Seller can refuse any time payment and possibly any new delivery.

Means of payment:

By check, bank transfer, bill of exchange. We ask our clients to return to us the bills of exchange submitted for acceptance within a period of 10 days.

Payment delays:

Any invoice not settled at its expiration date will result in the application of a penalty of 1% per day of delay, limited to 5% of the amount of the order. In addition, the sums due automatically bear interest at the legal rate in force increased by 50%, without this clause impairing the exigibility of the debt.

11/ DELIVERY:

The period of time specified for delivery begins from the latest of the following dates: that of the acknowledgement of receipt of the order, the date when the Seller received information, the date of the down payment or the supplies that the Buyer has undertaken to provide.

It does not include the period of annual vacation. It never constitutes a firm commitment to deliver on a given date.

Delays in delivery do not oblige the Seller to pay interest and damages, indemnification or penalty unless a contrary stipulation is stated in the special conditions. In no instance can they justify cancellation of the order.

The Seller is automatically freed of any commitment relating to delivery periods in the following cases:

- failure to respect the payment conditions

- in case of force majeure or events such as war, revolution, strikes, lock-out, requisition, fire, natural catastrophes, epidemics, manufacturing accidents, breakdown of the transporter.

- for all causes outside his control, in particular the impossibility to operate the company in normal conditions, total or partial stoppage of the customary sources of supply, the impossibility to deliver or to have others make the delivery.

To the extent possible, he will keep the Buyer informed of these events in a timely manner.

If the situation created in this way continues for 3 months, the Seller can cancel the sale without indemnification by warning the Buyer in a letter sent registered mail.

Delivery is made under terms of the INCOTERMS in force. The transfer of risks relating to the goods occurs as from the dispatch of the merchandise from the warehouse of the Seller.

- regarding international sales, and unless there is a stipulation to the contrary in the contract, the delivery of equipment is deemed to have been made 'ex works.' The goods are deemed to have been delivered prior to any acceptance tests which may be carried out by the Buyer or his representative. The operations following the goods being made available 'ex works' and in particular transport, handling and preparing commissioning at arrival are for the account of the Buyer, risk and peril included, following the INCOTERM used.

- regarding sales in France, the goods, even if sold franco, are transported at the risk and peril of the addressee. In all cases, it is up to the Buyer to check the shipments upon arrival and, as the case may be, to make any claims to the transporter. Upon the express request of the client, we will insure the equipment during the operation of transport. The costs of insurance are invoiced to the client at their real sums.

If the Buyer does not take delivery of the equipment on the date set in the contract, he is nevertheless obliged not to postpone the deadlines normally stipulated for the payments linked to delivery. The expenses of storage will be invoiced to the client at the real cost.

Upon the express request of the client, the Seller will send a technician to carry out the commissioning at the price in force. No assignment can be undertaken free of charge without written confirmation from our departments.

Consultancy and assistance free of charge are given in good faith without engaging the liability of the Seller.

12/ GARANTY:

The Seller guarantees what he has delivered against all defects of fabrication and material for a period of **either 1 year** starting from the commissioning (for use of the equipment in conformity with the specifications) or **for 18 months** following delivery (if the commissioning is delayed under normal conditions of storage).

Our guaranty is limited to the equipment proposed and to the invoice price. The guaranty of the Seller covers the replacement or the repair at his expense and in his workshops of all parts recognized as being defective by his technical department due to a design defect, to the material or to the execution. It is up to the Buyer to prove the given defects.

Our guaranty cannot in any case lead to payment of indemnification or damages and interest whatever the losses incurred.

The guaranty does not apply in the following cases:

- installation not in keeping with the rules of the art

- use or storage not conforming to prudence or to customary practices

- in case of work on the equipment or its disassembly by a person who is not authorized by the Seller, or any modification made in the product without the knowledge of the Seller.
- failure of oversight or maintenance
- modification of the operating conditions
- chemical attack, corrosion or erosion. The construction materials proposed are recommendations which are subject in all instances to verification and acceptance by the client.

The Buyer cannot use recourse to the guaranty to suspend or postpone his payments.

13/ FAX/EMAIL:

The client agrees that the information which he may exchange by fax or by email with Fuji Electric France has the same value as a written document.

14/ END OF SERVICE LIFE OF PROFESSIONAL ELECTRICAL AND ELECTRONIC EQUIPMENT:

The Seller undertakes to take back on French territory and to arrange for the removal and processing of electrical and electronic equipment which was sold and has reached its end of service life in conformity with the implementation decree number 2014-928 dated 19 August 2014 relating to waste electrical and electronic equipment put on the market after 13 August 2005 and used electrical and electronic equipment put on the market before this date when the Seller replaces it with equivalent equipment or with equipment performing the same function as applicable on the day of sale.

The Seller informs the Buyer of the product about the practical modalities of his implementing this obligation via the website www.fujielectric.fr.

In accordance with article 2 of the decree 2014-928 dated 19 August 2014, arranging for and financing the removal and processing of the waste from sub-assemblies of electrical and electronic equipment are transferred to the buyer producer of electrical and electronic equipment, who accepts them.

These provisions only apply to equipment in the field of application in force at the moment of sale in conformity with the decree 2014-928.

For the other products in accordance with article L 541-2 of the Environmental Code, it is up to the party holding the waste to look after it or to provide for its elimination.

15/ PROVISIONS RELATING TO THE 8 MAY 2018 WITHDRAWAL BY THE PRESIDENT OF THE UNITED STATES FROM THE JOINT COMPREHENSIVE PLAN OF ACTION (JCPOA) CONCERNING THE LIFTING OF SANCTIONS IN EXCHANGE FOR PLACING THE IRANIAN NUCLEAR ACTIVITIES UNDER VERIFICATION INSPECTIONS

In order to prevent negative and legal consequences from the 8 May 2018 withdrawal by decision of the government of the United States of America from the JCPOA agreement dated 14 July 2015, Fuji Electric France SAS firmly declines any responsibility for any commercial action which might be taken by third parties otherwise in contact with Fuji Electric France SAS with respect to any Iranian client, company or organization.

As a consequence, all orders placed between any client or distributor of Fuji Electric France SAS, as one party, and an Iranian entity as the other party:

- will be received in any case or handled directly by Fuji Electric France SAS.
- will not be shipped directly to Iran by Fuji Electric France SAS if such a request is made to Fuji Electric France SAS by the client or distributor.
- will be 100% invoiced to the client or distributor of Fuji Electric France SAS and paid in cases when the Iranian destination is requested by the distributor or that is discovered by Fuji Electric France SAS only at the moment of shipment.

These provisions take effect as from 22 August 2018.