

1 SCOPE

The purpose of these GTCS is to govern all contractual relations between FILTRES GUERIN (hereinafter "We" / "Us") and their Clients (hereinafter "the Client"). They are applicable to all Clients. By placing an order, all Clients declare their complete and unconditional acceptance of these GTCS, which prevail over any other particular terms and conditions of the Client, and in particular over their own general terms of purchase, unless otherwise agreed in advance and in writing by FILTRES GUERIN.

We reserve the right to amend these GTCS at any time. However, the applicable General Terms and Conditions of Sale shall be those in force on the day the order is placed.

The fact that FILTRES GUERIN does not at any given time invoke any of the provisions of these GTCS whatsoever cannot be interpreted as a waiver of its right to invoke said provision at a later date. Similarly, if any of these provisions are rendered null and void, in whole or in part, the validity of the remaining provisions shall not be affected.

2 ORDER

The placing of an order following a prior offer, even if it complies on all the points, does not constitute acceptance by FILTRES GUERIN. Only the Acknowledgement of Receipt of the order issued by FILTRES GUERIN constitutes the agreement between the parties.

Any subsequent changes to the order, irrespective of the reason, and in particular in terms of items, product description or delivery times, are only possible with the express, prior and written agreement of FILTRES GUERIN. In the event that the order is cancelled by the Client, the Client shall take charge of the stock of raw materials, products in process, semi-finished products, and finished products that have been launched for the successful completion of said order, in accordance with our internal procedures. Such elements shall be sent to the Client upon receipt of the order cancellation and shall be paid for at reception.

3 PRICE AND TERMS OF PAYMENT**3.1 Price:**

The prices of our products, unless otherwise specified, are expressed before tax and intercom DAP, as per CCI 2010. The validity of a price cannot under any circumstances exceed the validity of our initial price offer. The minimum order amount is set at two hundred euros (€200) before tax. It is specified that the prices charged to the Client are subject to variation, in particular depending on the price of raw materials and services, and may be modified at our discretion at any time, even without notice. Needless to say, any variation in price does not affect orders that have already been placed. Any additional and specific documentation that is not specified in the order (DVI, PPAP, dimensional report, inspection report, etc.) is subject to additional invoicing. Rates are available on request. Prices do not include the establishment and maintenance of a buffer stock. Prices are established in accordance with the applicable specifications known at the time the offer is drawn up. The addition of any applicable specifications must be subject to further analysis in order to quantify any additional costs.

3.2 Terms of payment

A pro-forma payment shall be requested from the Client at the time the order is placed, in the case of first orders, or in accordance with the guarantees provided by the Client or in the case of recurring payment incidents. First orders also include those placed in the absence of a contractual relationship within the previous two years. Invoices are payable in full, net and without discount, unless otherwise agreed between the parties.

Unless otherwise agreed between the Parties (down payment, payment at invoice date, etc.), payment shall be effected thirty days from the end of the month in which the invoice is issued. In all cases, the deadline agreed between the parties for payment of the amounts due may not exceed forty-five days from the end of the month or sixty days from the date of issue of the invoice (the French Law on the Modernization of the Economy dated August 4, 2008, article L441-6 of the French Commercial Code). No discount is awarded for early payments. In the event of sale by means of a deferred payment, said payment must be made on the due date indicated on the corresponding invoice, by bank transfer or check.

3.3 Late payments

In the event of late payments made at any time, in whole or in part, FILTRES GUERIN shall, at its first request, be entitled to a late payment penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 per cent (10%) and an additional flat-rate amount of €40. In addition, FILTRES GUERIN reserves the right to suspend the execution of all pending orders that have not received a start of execution and, for those that have been executed in whole or in part, to demand payment, in cash, of the sums due for all said orders. The installments paid by the purchaser at the time of the claim of the goods, as referred to below, or at the time of a judicial termination of the contract or of a termination, shall remain vested in us as compensation for the damage suffered by FILTRES GUERIN, without prejudice, however, to the exercise of our rights.

4 DELIVERY

Products are delivered in accordance with the terms defined at the time the order is placed. They are delivered in accordance with Incoterm CCI 2010 as agreed between the parties and within the time-limit indicated in our Acknowledgement of Receipt. Unless otherwise clearly indicated, this time-limit is given as an indication of the factory shipping date.

4.1 Manufacturing period

In the case of pro-forma payments, the manufacturing time only starts to run as of the moment the payment is received. For all the rest, the manufacturing period only starts to run as of the moment the order is received and validated by our departments by acknowledgment of receipt.

We undertake to implement all necessary means to adhere to the delivery dates indicated. In the event of a confirmed delay in delivery, we also undertake to notify the Client as soon as possible, and to agree on a delivery date that is suitable for both Parties. In the event of acceptance by the Client, FILTRES GUERIN shall not be liable for any flat-rate or daily penalties for late delivery. The exceeding of the deadline cannot give rise to damages, discounts, withholding, modification or cancellation of pending orders. FILTRES GUERIN cannot be held liable for late deliveries for which the fault lies with the Carrier.

4.2 Transfer of risks

The transfer of risks to the Client is effected in accordance with the agreed Incoterms, CCI 2010.

5 CLAIMS**5.1 Claims related to shipment**

It is the Client's responsibility to verify, upon receipt, the quality and quantity of the goods delivered. If there is any visible damage (missing items, deterioration, defects etc.) on the products delivered, the Client shall only take the goods after having made the customary reservations on the transport order; said clear reservations must be confirmed in writing, by registered letter with acknowledgement of receipt, with the carrier within 3 (three) business days, excluding bank holidays, following receipt of said products. A copy of the report must be sent to FILTRES GUERIN within 3 (three) days following delivery, excluding bank holidays, by e-mail to: commandes@filtres-guerin.com. N.B.: If no reservations are made or if the reservations made are insufficient, we reserve the right to refuse to return, exchange or provide a refund for the products. As soon as the Client has signed the delivery note without any clear reservations, the carrier and FILTRES GUERIN are released of liability for any damage caused during the delivery operations. The parties are reminded that the notice "subject to unpacking" is devoid of any legal scope and does not release the Client from their duty to inspect the condition of the products delivered. If the delivery person does not allow the Client enough time to check the condition of the product (quality and quantity), irrespective of the reason, it is imperative that this be specified on the transport note and that said note be countersigned by the driver. In the absence of clear reservations on the delivery note, the delivery of the product shall be deemed to be compliant.

EX-WORKS delivery

In the case of EX-WORKS goods, the Client must undertake, either in person or through a duly appointed agent, an inspection of said goods and of their packaging. In all cases, said goods shall be deemed to have left our premises in a good condition of maintenance and packaging. Consequently, no claim for damages can be accepted. More generally, the transfer of risks and charges on the goods sold takes place when the goods leave our shipping docks.

5.2 Claims concerning non-compliances

In the event of a non-compliance with the order that is attributable solely to FILTRES GUERIN (quantity, size, nature, color), the Client must inform FILTRES GUERIN of this within 5 (five) days by registered letter with acknowledgement of receipt, specifying the batch number of the parts affected. After this period, our products are considered to have been definitively accepted. No returns of goods shall be accepted unless expressly agreed in advance and in writing by our Company, and subject to the goods then being returned to us in their original packaging and in a perfect state of preservation and maintenance. The products must not show any signs of disassembly or use. They are to be shipped at the expense and risk of the Client. In the event of an accepted return of non-conforming goods, said goods will be replaced with replacement goods and no sums shall be due for any reason whatsoever. FILTRES GUERIN shall draw up a credit note for parts accepted as non-compliant and a fresh invoice for new replacement parts if a credit note and invoice are requested by the Client.

6 RETENTION OF TITLE CLAUSE - OWNERSHIP

FILTRES GUERIN retains ownership of the products until the full effective payment of the invoiced price, even in the event of collective proceedings, in accordance with Articles L624-9 and subsequent of the French Commercial Code. The potential issuance of a bill of exchange or of any security creating an obligation to pay shall not constitute a payment within the meaning of this provision. Notwithstanding the application of this retention of title clause, the Client shall bear the risk of loss or destruction upon delivery of the products. The Client shall also bear the costs of insurance.

7 CONFIDENTIALITY AND RESTRICTED USE

The studies, plans, samples, and documents given to the Client remain the sole property of FILTRES GUERIN and must be considered strictly confidential, and returned upon the first request of FILTRES GUERIN. Unless expressly authorized in advance and in writing by FILTRES GUERIN, the Client may not use them for any purpose not related to the performance hereof, nor communicate them to third parties in any form and for any reason whatsoever, knowingly or unknowingly, and undertakes to take all necessary measures to this end. Their obligation in this case is a result obligation. The Client, as represented by their manager, undertakes, both personally and on behalf of the company they represent, as a confidentiality clause, for the entire duration of the relationship between the parties relating to the products that are the subject hereof and for a period of 10 years after the expiry of the relationship between the parties relating to the products that are the subject hereof, for any reason whatsoever, to maintain complete confidentiality, by refraining from disclosing, directly or indirectly, any information, knowledge or know-how whatsoever concerning the products of FILTRES GUERIN covered by this contract, to which they may have had access, unless said information, knowledge or know-how had already become known to the general public or if its disclosure is made necessary by virtue of a specific regulation or an administrative or judicial injunction. They also undertake to ensure that this obligation is observed by all their staff members, whose compliance they guarantee to FILTRES GUERIN. They shall also refrain from revealing to third parties the existence of this contract and of all or any service entrusted to them. They undertake not to use confidential information, samples, studies, and plans for any purpose other than the authorized scope. In this respect, they undertake not to decompile and/or reverse engineer all or part of the confidential elements received. In the event that the Client, their manager or their employees do not comply with the aforementioned commitments, they shall automatically be liable to FILTRES GUERIN for a lump-sum payment of an amount equal to €50,000 as per the provisions of Article 1231-5 of the French Civil Code.

8 LEGAL WARRANTIES

The products offered comply with the current French legislation. Our parts are guaranteed to conform with the plans and specifications three (3) months from the date of invoicing. In all cases, the warranty shall only be valid under the normal conditions of use of the finished product.

9 RESPONSIBILITIES

The Client shall be solely responsible for the consequences of the use of the items ordered. FILTRES GUERIN cannot be held liable for damage resulting from defects and deterioration caused by natural wear and tear, an external accident or when the alleged defect is caused by incorrect operation, negligence, a modification of the product that was not intended or specified, misuse, use in conditions other than those mentioned and taken into account during the technical study, or inappropriate tests attributable to the Client.

We cannot be held liable if the Client does not comply, in whole or in part, with these GTCS, or in the event of an unforeseeable and insurmountable event caused by a third party or in the event of force majeure recognized as such by the courts. Finally, the Client may not claim from FILTRES GUERIN any damages that may have been claimed by a Third Party, in accordance with the provisions of article 1165 of the French Civil Code.

10 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The plans, drawings, specifications, technical and commercial nomenclatures, recommendation documents, test results, catalogues, brochures, notices, patents, models and drawings, notes and, generally, all documents, written or verbal information communicated to the CLIENT shall remain the exclusive property of FILTRES GUERIN. Consequently, the CLIENT agrees not to distribute or reproduce said documents without the prior written consent of FILTRES GUERIN. Any transfer of intellectual and/or industrial property rights or know-how from FILTRES GUERIN to the Client, or any existing rights held by the Client to designs and models pertaining to FILTRES GUERIN products and developed by FILTRES GUERIN, does not authorize the client to use the transferred rights or existing rights to designs and models in order to restrict the production by FILTRES GUERIN of products for other clients

11 OWNERSHIP OF TOOLS

When special tools are created, necessary for the manufacturing of the order - designed, assembled and implemented for the proper execution of the contract - they may be invoiced to the client in the form of a financial contribution. The use of said tools shall be reserved to the Client for the duration of the contract. However, the client does not acquire ownership of the special tools manufactured for the purposes of the order, even if the client contributed to the costs of purchase. In all cases, the ideas, formulas, mock-ups, special shapes, drawings, and models proposed or provided by us to the Client constitute the know-how of FILTRES GUERIN and therefore remain our exclusive property. The execution thereof may not at any time be entrusted by the Client to a third party.

Any preventive and predictive maintenance of the tools shall be the responsibility of FILTRES GUERIN. In the event that the tools reach the end of their useful life due to normal wear and tear, the renewal thereof shall be the responsibility of the Client, in the form of a financial contribution, so that FILTRES GUERIN can make new production tools available.

Any return of tools can only be effected at the end of the contractual period, at the express request of the Client, after all charges are settled and after the payment of all sums due to FILTRES GUERIN by the Client. If an agreement to this end is reached, the Client shall be solely responsible for picking up the tools. FILTRES GUERIN undertakes to make the tools available to the Client at the loading dock.

12 APPLICABLE LAW AND COMPETENT COURT

Sales made in accordance with these GTCS are governed by French law. The Commercial Court of COUTANCES shall have exclusive jurisdiction over disputes of any nature, or disputes relating to these GTCS and the sales contracts concluded with FILTRES GUERIN.

In case of misinterpretation of these GTCS, the French version prevails.