

General Terms and Conditions
of TÜV SÜD France SAS (hereinafter referred to as “**TSF**”)
to enter into force on: 1st November 2015 (hereinafter referred to as “**GTC**”)

The Client's acceptance of any offer or quotation of TSF implies acceptance by the Client of the General Terms and Conditions.

The Agreement of Technical Services is governed by these General Terms and Conditions, which are integral part of the contractual relationship between TSF and the Client (hereinafter referred to as “**Parties**”). In the event of conflict between the General Terms and Conditions and any specific section of the quotation accepted by the Client, the latter shall prevail. The General Terms and Conditions shall apply, except the specific conflicting sections of the accepted quotation, if applicable.

The Parties hereby expressly agree that no modification of the GTC shall be effective unless it is express and unequivocal, documented and signed by the Parties. Subject to this reservation, the GTC shall be deemed as a final and complete agreement, substituting any/all written or verbal agreement or correspondence, prior to the placement the order, between the Parties.

1. General

1.1 These GTC are applicable to all Product Testing Services / Inspection / Certification / Consulting / Training (collectively “**Technical Services**”) provided by TSF.

1.2 The placement of the order by the Client constitutes acceptance of TSF's GTC and prevailing prices at the time of the respective placement of order, as mentioned in any document (quote, correspondence) addressed by TSF to the Client under the specific needs of the order. Unless express written acceptance by TSF, the Terms and Conditions of purchase of the Client cannot be recognized as a matter of principle.

2. Ordering Process

2.1. The Client shall establish a purchase order addressed to TSF with the contact information indicated by TSF in the quotation.

2.2. The Client acknowledges that communicating an implementation plan or the implementation by TSF of the Technical Services implies acceptance of the order by TSF.

2.3. The order shall be governed by the General Terms and Conditions in force at the time of placement of the order.

2.4. The Agreement between the Parties shall consist of the General Terms and Conditions in force at the placement of the order and the sections of the purchase order and the quotation (hereinafter "Contract of Technical Services "), the quotation taking precedence over the purchase and the General Terms and Conditions, in the event of conflict.

2.5. By placing an order, the Client shall recognize that, by the nature of the provided Technical Services, some additional works or services for the successful implementation of the Agreement of Technical Services, as well as the need to extend or amend the Technical Services may be essential. In this case, TSF shall address a quotation proposal relating to complementary Technical Services. The Agreement of Technical Services shall be amended upon the date of receipt by TSF of the said quotation, signed by the Client, the General Terms and Conditions applicable to additional services being those in force on that date

3. Performance of the Contract and Clients' Responsibilities

3.1 TSF shall diligently execute the Technical Services in accordance with the procedures and modalities which shall be deemed appropriate by TSF, with regards to its experience, unless otherwise agreed in writing by the Parties.

3.2. Unless otherwise explicitly agreed in writing, no responsibility shall be assumed by TSF in the absence of correctness of the safety programs and safety regulation executed by the Client or on his behalf, on which the delivery of the Technical Services have been based.

3.3 The scope of the Technical Services to be performed by TSF shall be defined in writing on placement of the order, in conformity with provisions of Paragraph 2 of the General Terms and Conditions. If any modification or extension of the scope of Technical Services prove necessary within the context of due performance of the contract of Technical Services, they shall be agreed upon in advance and in writing in conformity with provisions of Paragraph 2 of the General Terms and Conditions.

3.4 The Client shall implement the necessary actions in order to allow TSF perform the Technical Services' contract. Without limiting the generality of the foregoing, the Client shall especially provide TSF and its counsels, subsidiaries, affiliates, agents and other related parties, appointed by TSF, as need arises, with the necessary accessories, information and / or documents relevant for the safe performance of the Technical Services and in conformity with the state of the art, whether they are expressly requested by TSF or not, including foreign test reports, company test reports, product specifications, catalogues and instruction manuals. The response times which are eventually mentioned on the quotation are effective as from the delivery of the necessary means to the performance of the Technical Services by the Client. Any date indicated on the quotation is illustrative, considering the information provided by the Client upon the placement of the order. Until all necessary accessories, information or documents are both supplied and reasonably satisfactory to TSF, TSF has no obligation to commence the performance of the Technical Services. The Client shall give TSF and its counsels, subsidiaries, affiliates, agents and other related party if any, all necessary consents and authorizations to perform the Technical Services prior to TSF's providing services to the Client.

3.5 The Technical Services will be provided by TSF and their personnel. It is however agreed by the Parties that TSF will be able to subcontract all and /or any part of Technical Services under this GTC.

4. Duration of the Agreement of Technical Services – Nonperformance – Termination

4.1 The Agreement of Technical Services is effective as of the date of placement of the order and remains in vigor until the complete payment of all the Technical Services, except Sections 8 and 14 which remain in force during the period mentioned at these sections. At the term of the Agreement of Technical Services, the Parties may normally invoke any provision of the General Terms and Conditions within the framework of the exercise of their rights, in application of Sections 8 to 14, during the validity period of these Sections.

4.2 TSF may validly terminate the Agreement of Technical Service, automatically and without prior judicial authorization, by writing, assuming that the Client might not perform his/her duties, in conformity with the modalities and conditions set forth herein, with immediate effect in case the Client fails to remedy such breach within two (2) calendar weeks. After the receipt of the notice thereof. The termination shall be effective two (2) weeks after the reception of the note to TSF.

4.3 Notwithstanding the preceding paragraph, in case the Client fails to pay all or part of any amount due to TSF in accordance with the Agreement of Technical Services, TSF may immediately interrupt the supply of Technical Services.

4.4 Without limiting the generality of Section 4.6 of the General Terms and Conditions, the Client may terminate the Agreement of Technical Services in case of TSF's breach of its obligations under the Agreement of Technical Services, if any, failure from TSF to remedy such breach within two (2) weeks of receipt of the written notice to be addressed to that effect by the Client. In the absence of such notice, TSF may pursue the performance of the Technical Services and shall retain the right to the agreed price.

4.5 Without limiting the generality of Section 4.6 of the General Terms and Conditions, if the Client terminates the Agreement of Technical Services without any apparent useful reason, the Client is responsible for ten (10) percent of the total price agreed in the Agreement of Technical Services, as damages and interests, besides the payment of the compensation, provided in Section 4.6.

4.6 In no event, the termination of the Agreement of Technical Services, whether by TSF or the Client shall affect the rights, responsibilities and obligations of each Party, under the Technical Services made (in whole or in part) before the valid termination, including TSF's right to collect all dues relating to the services provided under the Agreement of Technical services and cumulated from the beginning of the Agreement to the effective date of termination and for any losses, costs, expenses and damages incurred because of such termination.

5. Delay or failure of performance

5.1 TSF will not be held responsible for the consequences of any delay or failure to perform its contractual obligation resulting from any cause beyond its control, including in particular, but not limited to any force majeure or by the Client.5.2 In the event that TSF's contractual performance is delayed due to any cause outside its control, TSF shall have the option to extend the equivalent period of delay induced by the said cause.

5.3 TSF shall not be liable in case the performance of the Agreement of Technical Services may be delayed for the following reasons:

- a) Any request for additional services which are not part of the scope of the initial Agreement of Technical Services.
- b) Any request for revisions or improvements of the Technical Services provided in accordance with Agreement of Technical Services.
- c) Any Client's unreasonable request.
- d) Any delay not attributable to TSF, and particularly attributable to the Client.

6. Warranty

6.1 TSF undertakes to use reasonable care in its capacity of competent professional, in performing the Technical Services. Save as provided herein, all other warranties by TSF, whether expressed or implied, are hereby expressly excluded.

6.2 The Client warrants that all information and/or documents supplied to TSF are accurate and correct in all aspects. TSF shall not be liable for any damage arising from incorrect information and/or documents supplied by the Client. In addition, the Client shall indemnify TSF for all losses and damages caused to TSF as a result of incorrect information and/or documents supplied by the Client.

6.3 TSF shall implement all reasonable means for the protection and surveillance of products / equipment placed in his care by the Client for the performance of the Technical Services. However, TSF shall in no circumstances be liable for damage or loss of such product/equipment. The Client is obliged to take all necessary insurance policies to guard against accidental loss or damage of such products / equipment in respect of the performance of the Technical Services.

6.4 TSF shall under no circumstances be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including but not limited to, loss of revenue, profits, contracts, business or anticipated savings or loss of goodwill or reputation.

6.5 TSF's liability under any and all claims arising or allegedly arising out of, as a result of or in any way related to the Agreement of Technical Services, whether by statute, at law or in equity, or whether based on contractual provisions, including the non-disclosure / confidentiality agreement thereof, if any, and under whatsoever circumstance (other than death or personal injury resulting from TSF's negligence) or otherwise shall not individually or in aggregate exceed the total amount of fees received by TSF from the Client under the performance of the Agreement of Technical Services.

6.6 Without limiting the generality of the Section 5.3, TSF's maximum amount of damages that may be required from TSF for the specific cases of delays effectively attributable to TSF shall not exceed five (5) percent of the price agreed under the Agreement of Technical Services.

6.7 The Client shall implement all useful or necessary diligences to avoid, and if any, limit reasonably foreseeable damages resulting from any breach by TSF of its contractual duties, including and without reservation, obtaining all adequate insurance the Client may consider to be reasonably necessary in light of the risks relating to performance of the Technical Services.

7. Terms of Payment, Prices

7.1 Unless expressly stated otherwise in the Agreement of Technical Services, the Technical Services shall be billed in accordance with the prices of TSF shared by TSF in writing before or at the time of the quotation during the placement of the order. In the absence of a valid schedule of prices corresponding to the concerned Technical Services, the Parties shall agree on the price of the Technical Services. The Client acknowledges that if a period of more than four (4) months elapsed between the placement of the order and the date of completion by TSF of the order, agreed upon by the Parties, the price of the Technical Services may increase from any increase of the price and fees engaged by TSF under the execution of the Technical Services, upon simple notification to the Client.

7.2 Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be made out before the final completion of the Technical Services. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by TSF.

7.3 Unless otherwise agreed purpose, TSF shall be reimbursed, upon justification of fees, costs and expenses reasonably engaged on behalf of the Client under the performance of the Technical Services, whether these fees are specified or not in the Agreement of Technical Services, in respect of the rate applied by TSF at the time of performance, as stated at the time of the quotation and within a maximum limit of ten (10) percent of the amount of the Agreement of Technical Services. As an exception, in case of direct expenses, such as traveling expenses, TSF shall only be entitled to the actual costs or expenses incurred.

7.4 Without limiting the generality of the foregoing, if there is any significant adverse change in the market condition which could not be reasonably anticipated at the time the Agreement of Technical Services was signed, including but without limitation, inflation or price fluctuation of services and incurred fees by TSF under the performance of the Technical Services, of such importance that the general economy of the Agreement of Technical Services may be significantly affected, the Parties agree in good faith to renegotiate the price of the Technical Services, so that the Client assumes the charges of such increase of services and fees. TSF may address a complementary invoice to the Client.

7.5 Until the Client signs the quotation prepared by TSF on the basis of the purchase order and provided that this signature occurs in a maximum delay of 60 days, in conformity with Section 2.2, the Agreement of Technical Services is not

validly formed. Consequently, any price, scope of work and schedule set forth in a commercial document, or initial estimates proposed by TSF are not legally binding.

7.6. Unless otherwise agreed by the Parties, including any payment facility expressly granted by TFS, Companies who are not given any credit terms by TSF have to pay in advance. For companies who are given credit terms by TSF, an invoice will be issued when a job is completed and the fees shall be remitted to TSF within thirty (30) calendar days of presentation of the invoice.

7.7. All payments for the Technical Services and other fees shall be made by the Client by bank transfer in immediately available funds and in the invoiced currency to the bank details transmitted by TSF. The payments shall be made without any withholding, deduction, set-off or counterclaim, so that the payments actually received by TSF match the overall price mentioned on the concerned invoice. TSF reserves the right to reject any payment received by other means, including and without reservation(s), payment by check, and / or to charge the Client for all management fees engaged by TSF due to the use of any other payment method.

7.8. In the event of a delay of payment exceeding thirty (30) calendar days after the receipt of the invoice, delay penalties may be charged to the Client. Such penalties shall be calculated on the basis of the interest rate corresponding to the semi-annual refinancing rate of the European Central Bank (ECB), in force on 1st January or 1st July, and increased by 10 percentage points, divided by 365 days and multiplied by the number of days between the due date of the invoice and the date of receipt of the total price.

7.9. In addition, a lump sum of 40 euros shall be payable by the Client for each late payment, without prior notice, and TSF reserves the right to charge the Client any additional costs arising from the recovery procedure, including and without limitation, collection agency fees and legal advice fees.

7.10. The Client shall pay TSF for value added tax, goods and services tax or any withholding tax, etc., which TSF may be liable to pay as a result of providing the Technical Services to the Client herein.

7.11. Any objection to invoices must be made in writing to TSF within a preclusion period of fourteen (14) calendar days after receipt of the invoice. The reasons to the objection shall be clearly stated.

7.12. The Client may decide to withdraw his request for Technical Services, by addressing a notice in writing to TSF within three (3) working days after receipt by TSF of the signed quotation. The Client shall be charged for all Technical Services performed prior to such withdrawal. Failure to do so, the full fee for the Technical Services will be charged to the Client.

7.13. In the particular case of Technical Services of Audit (in case of reprogramming of the date of completion of the service), the may withdraw his order, provided that this withdrawal intervenes latest six weeks before the date of audit mentioned in the quotation.

7.14. In all cases of withdrawal, TSF reserves the right to charge the Client any additional costs incurred by TSF in connection with such cancellation/postponement.

7.15. In any case, TSF shall be paid fees in full for work which has been performed before the withdrawal based on the Agreement of Technical Services. The payment shall be equal to the total price of the Technical Services as arising from the Agreement of Technical Services, on the basis of the progression of the diligences and fees incurred by TSF, evidenced by elements provided by TSF.

7.16. It shall be specified, as need arises, that in case TSF perform Technical Services, especially any certification process for the Client's service or goods, but shall not certify them due to non-conformity with applicable standards, TSF shall be entitled to the payment of the integral price of the Technical Services and the Client shall be charged to the contract price for the Technical Services performed.

8. Secrecy, Copyright, Data Protection

8.1 TSF shall have the right to copy and file any written documents transmitted by the Client, in view of any necessary consultation to the performance of the Technical Services.

8.2 Experts opinions, audit reports and similar documents provided by TSF to the Client are protected by TSF copyright. As long as these documents are prepared within the scope of contractual performance of Technical Services as mentioned in the Agreement of Technical Services, TSF shall grant the Client a simple and non-transferable right of use. This transfer of copyright explicitly shall not include the transfer of any other rights. The Client shall, in particular, not be entitled to change process or use experts' opinions, audit reports, test results, calculations and the like outside the declared professional activities which justify the performance by TSF of the Technical Services.

8.3 TSF and its employees shall refrain to disclose or use any confidential information belonging to the Client which they become cognizant under the performance of the Technical Services, provided that this clause shall not apply to information (i) that is already known to TSF prior to such disclosure; (ii) passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of TSF; (iii) communicated by a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or (iv) was independently conceived or developed by TSF without reference to the disclosed confidential information.

8.4. Provisions of this Section shall apply under the duration of the Agreement of Technical Services and for a period of five (5) years as of the completion of the Agreement of Technical Services.

9. Sureties – Right of retention

In addition to the applicable sureties and legal pledges if any, TSF shall benefit from a right of retention on all products / equipment of the Client made available under the performance of the Technical Services until full payment of the price of the Technical Services.

Provisions of this Section apply shall under the duration of the Agreement of Technical Services and, as of the completion of the Agreement of Technical Services, as long as the Client shall remain debtor of any amount in respect of TSF.

10. Litigation Expenses

In the event of any litigation arising from a breach in the Agreement of Technical Services, TSF shall be entitled to indemnify the Client for all reasonable costs incurred under the litigation, including staff time, court costs, attorney's fees and all other related expenses incurred under such litigation.

Provisions of this Section shall apply under the duration of the Agreement of Technical Services and, as of the completion of the Agreement of Technical Services, as long as a pending litigation shall exist between the Parties.

10. Indemnity

The Client shall indemnify TSF fully against all losses or damages suffered and cost and expenses incurred by TSF following claims by any third party, especially as a result of the use of the Technical Services not in conformity with contractual provisions, the supply of inaccurate information and/or documents to TSF.

Provisions of this Section shall apply under the duration of the Agreement of Technical Services and, as of the completion of the Technical Services Agreement, as long as the Client shall remain debtor of any amount in respect of TSF and as long as a pending litigation shall exist between one of the Parties and a third party, with regards to the above mentioned claims.

12. Trademark

12.1 The Client shall only use trade names, logos, trademarks or symbols of TSF with a prior express authorization of TSF in writing. Failing that, the Client shall refrain to make use of any right, title, or interest from names, logos, trademarks or symbols of TSF.

12.2 The Client recognizes TSF's exclusive rights, titles and interests in and to all the trademarks, logos, trade names and symbols of TSF and expressly waives any acts, directly or indirectly, that is likely to contest, infringe or otherwise impair TSF's rights, titles or interests, nor shall the Client cause diminishment of value of said trademarks, logos, trade names or symbols, through any act, omission of act or representation. Any profit arising from the use, though approved, of TSF's trademarks, logos, trade names and symbols shall be the exclusive benefit of TSF and the Client shall undertake to repay them to TSF.

12.3 At the end of the authorization of utilization granted by TSF if any, the Client shall cease to use all of TSF's trademarks, logos, trade names and symbols. Shall the Client require further use beyond the period specified in the Agreement of Technical Services, the Parties shall negotiate in good faith to determine the terms and conditions of such use.

12.4. Provisions of this section shall apply under the duration of the Agreement of Technical Services and for a period of ten (10) years as of the completion of the Agreement of Technical Services.

13. Court Appearance

In the event any of the employees of TSF is summoned or convened by the court upon a request by the Client or any other parties for his attendance before any court or arbitration proceedings as an expert witness on the subject of the Technical Services delivered, the Client irrevocably agrees to indemnify TSF for costs and shortfalls induced by this presence.

Provisions of this Section shall apply under the duration of the Agreement of Technical Services and as of the completion of the Agreement of Technical Services, under the duration of any aforementioned intervention of a TSF employee, and at the end of that intervention, as long as the Client shall remain a debtor of any amount in respect of TSF as such

14. Notice

All notices, consents, demands, requests, approvals and other communications necessary or provided hereunder, shall be deemed validly addressed only to the extent where they will be presented in writing and signed for and / or on behalf of the concerned party and transmitted by registered mail with request of return receipt to the header address of the quotation.

15. Enforceability and Good Standing

The Client of the Technical Services represents and warrants to TSF that:

(a) These GTC has been duly read and ratified and constitute a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof and that the signatory of the Agreement of Technical Service has authority to do so;

(b) The Client is a validly existing corporation with all requisite power and authority to sign and deliver the Agreement of Technical Services and to perform its obligations hereunder. The Client represents and warrants that it is not subject to prosecution, legal action or pending litigation, administrative proceedings, arbitration or other whatsoever or pending government investigation or, to the knowledge of Client managers, which might severally or in the aggregate materially and adversely affect the financial condition or prospects of the Client.

16. Entirety, Modification, and Non-waiver

This GTC, integrated with the Agreement of Technical Services and signed by both Parties, constitutes the entirety of contractual provisions in force between TSF and the Client, with respect to the ordered Technical Services and supersedes any and all prior agreements, understanding, promises and representations concerning the ordered Technical Services, excluding in particular the General Terms and Conditions of the Client. Subject to the specific terms of the quotation, these General Terms and Conditions shall also be deemed as a complete exclusive statement of the terms and conditions of the Agreement of Technical Services between the Parties. No modification of, addition to or waiver of any of the terms of this GTC shall be effective unless contained in writing and signed by both TSF and the Client. These GTC shall not be waived, modified or added from any document of the Client, particularly the conditions of the Client's order, acknowledgement, confirmation, or by all others means of similar nature. TSF's delay or failure to exercise any right, power or privilege under these GTC shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. In these GTC, clause headings are for convenience only and are not to be used in the interpretation of the GTC.

17. Severability

In case any part(s) of the Agreement of Technical Services of these GTC is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable, then such part and only such part shall be severed. The remainder of the Agreement of Technical Services shall continue to be valid and enforceable to the fullest extent permitted by law.

18. Governing Law, Competent jurisdiction and Language

18.1 The Agreement of Technical Services shall be governed by and construed in accordance with the French law.

18.2 These General Terms and Conditions have been written in French. To the extent where the Parties use an additional language under the General Terms and Conditions, the French text shall prevail.

18.3 Any dispute arising out of the Agreement of Technical Services, any dispute relating to the Technical Services Agreement, especially as regards its formation, execution, non-execution or completion shall be subject to the exclusive jurisdiction of the Commercial Court of First Instance of Lyon.