

1 - General information

1.1-Conditions of application

The original version of these general terms of sale is written in French; this is the sole authentic version and takes precedence over all other versions. These terms apply in full to all sales of goods and related services (i.e. design, installation and maintenance of the goods), by ODIAL SOLUTIONS and VERGNET HYDRO SAS and UDUMA ("the Supplier") for customers in France and abroad ("the Customer"). Any amendment to these general terms must be the subject of express written acceptance from the Supplier.

If any stipulation of these general terms is declared null and void by a Court or any authority, this decision will have no effect on the validity of the other stipulations to these terms.

1.2- Cooperation between the parties

The Supplier and Customer agree on the obligation for mutual cooperation and good faith in their relations.

In particular, the Customer undertakes to:

- Express clearly its requirements, defining precisely the conditions of use for the goods to be supplied,

- Describe the contents and specific features of the products which will be in contact with the goods,

- Provide the Supplier with copies of the authorisations or documents needed to perform the services, as well as any elements requested by the Supplier. Any failure to provide these documents or requested elements may result into delaying the contract or preventing it to be performed, without any compensation or penalties could be demanded by the Customer.

The Supplier undertakes to:

- Analyse the Customer's requests in detail and respond to it within the limits of what is feasible, while respecting the contract and the rules of art,

- Inform the Customer, within the limits of its technical knowledge, of the construction constraints and possible effects of which it may become aware regarding the use of the goods.

The Supplier is only bound by to undertake its best efforts. In addition, the Supplier may not be held responsible for any consequences of an omission, lack of precision or error in the elements provided by the Customer. The Supplier reserves the right to send back to the Customer any financial incidences of omissions, lack of precision or errors.

1.3 Non renunciation

The fact of not exercising any condition of these general terms of sales, or not requiring the said condition to be exercised, may not be interpreted as a modification to these conditions of sales or a renunciation of the right to use it later.

2 - Contract formation

2.1- The Supplier's offer

The Supplier's offer is composed by:

- A quotation, a pro-forma invoice or a dated document that explicitly binds the Supplier into selling a good and, where applicable, providing a service, given that these quotations, pro forma invoices or documents are issued based upon the information communicated by the Customer within the frame of the negotiations,

- The technical specifications of the goods, including recommendations for their use, installation, maintenance, and storage,

- When applicable, the technical prerequisites made necessary in order to provide the services,

- These general conditions.

It is specified that, unless expressly stated into the Supplier's offer, the information or any advertising documents provided by the Supplier will have no contractual value.

Unless otherwise provided, the offer is valid for one month.

2.2- Acceptance of the offer by the Customer

The contract is considered as formed upon the unequivocal and formal formulation of an acceptance by the Customer, of all components of the Supplier's offer. Acceptance is only possible through written and traceable resources (letter, fax, email). An intention to place an order shall not constitute a firm and unequivocal acceptance. If the Customer modifies the Supplier's order, the contract will only be formed after unequivocal and formal acceptance

GENERAL TERMS AND CONDITIONS OF SALE

by the Supplier, through written and traceable proof (letter, fax, email), on the conditions of the offer, as modified by the Customer.

2.3 - Price determination

Payments are made in Euros, unless otherwise specified in the contract.

Unless otherwise provided, the prices mentioned in the offers are established "ex works", excluding VAT, customs duty, costs of transport, insurance and specific packaging.

If, in order to meet the Customer's requests, the setup of an order requires one or more specific prior studies, whether this offer leads to a contract or not, these studies will be the subject of a specific invoicing by the Supplier, for which the parties will have priorly agreed.

2.4 - Contract content

The contract shall be limited to the supplies and services that are listed by the Supplier in its offer. The Supplier reserves the right, as long as there is no price increase, nor alteration in quality for the Customer:

- To replace the contractual goods by products of equivalent technical characteristics and conditions of use, installation, maintenance and storage,

- To entrust to any subcontractor the totality or part of the studies or services specified in the contract.

2.5- Contract modification / suspension

Any request to modify or suspend the contract by the Customer requires written authorisation from the Supplier. This agreement will depend on the extent of acceptance by the Customer of the additional costs and delivery terms related to this modification and/or suspension. If the contract is suspended by the Customer, the Customer shall bear the costs of idle time of the resources provided during the full duration of suspension. The total amount of idle time costs invoiced under a contract may not exceed 10% of the total contract amount.

3 - Goods ordered

3.1- Use and destination of the goods

The goods that are either sold "ex works", delivered or even installed and maintained by the Supplier, do conform to the technical regulations applicable in France and to the technical standards in respect to which the Supplier has explicitly declared the goods' conformity thereof.

The Customer is responsible for the use of the goods under normal conditions, i.e. conditions that conform to their initial purpose and the recommendations of use communicated by the Supplier when applicable. It falls to the Customer to select goods that meets its technical requirements and, if necessary, to make sure with the Supplier that the goods are suitable for the envisaged application. In addition, the Customer undertakes to ensure its installations, including the goods, meet the technical and regulatory applicable standards, particularly local regulations related to safety and environment.

3.2- Goods packaging

The packaging is chosen and produced by the Supplier according to its own standards. If the Customer wishes specific packaging, it must be specified preferably before issuance of contract, and in all cases, before its signature (as any modification requested by the Customer shall require the Supplier to issue a new offer). In all cases, the standard or specific packaging costs shall be covered by the Customer. By default, the price of a standard packaging will be included into Supplier's offer.

In addition, the Customer agrees to eliminate the packing, pursuant to regulations related to safety and environment at the place of disposal.

4- Intellectual and industrial property rights- Confidentiality

4.1- Scope

The provisions in this article apply, even if the Customer is based outside of France or if the goods are delivered or the services provided outside this territory, including in a territory where the protection provided by intellectual and industrial property law, as stated in this article, does not apply.

4.2- Intellectual and industrial property rights

The Customer does not own any intellectual nor industrial property rights over Supplier's goods, marks, patents, designs, models or technology; the Supplier remains the exclusive and sole owner of these rights. Except when there is prior express agreement from the

Supplier, the use by the Customer of the Supplier's intellectual and industrial property rights is strictly prohibited.

4.3- Confidentiality

The parties bind themselves into a general obligation of confidentiality over all documents, and more generally, any information exchanged during the negotiation, signature or execution of the contract, in any form and by any medium. The information that is publicly known when revealed is not concerned by this clause.

It is expressly agreed between the parties that any revelation of confidential information by either of them may not result, in any circumstances, into entitling the beneficiary to any explicit or implicit rights (under the terms of a licence or by any other method) on materials, inventions or discoveries to which this confidential information relates. This also applies to copyright or any other rights attached to the literary and artistic property and the marks or information that fall under confidentiality.

The parties shall not use any piece of the confidential information for commercial or communication purposes, or to make any copies or imitations.

5- Terms and times for delivery

5.1- Delivery terms for the delivery of goods and provision of services

The delivery terms for the goods and the delay for provision of the services mentioned in the contractual documents are given for information purposes only, unless the parties have agreed specifically on their essential and compelling character.

When an advance payment is mentioned into the contract, the delivery time commences to run from the day that the funds are received by the Supplier. If no advance payment is stipulated, the delivery time starts from the date of signature of the contract (or signature of the offer from the customer if there is no contract).

5.2- Goods delivery conditions

In the case of sale of goods that does not include installation, the goods are deemed to be delivered "ex works" (Incoterms CCI 2010). Thus the Customer is responsible for the risks, in particular loss and damages that may affect the goods after leaving the factory.

The Customer who provides transportation of goods through its own method (or via an appointed commissioner and/or carrier) undertakes to bear all the financial consequences of any direct action held by the carrier or the transport company. Any storage operation requested by the Customer will be subject to an express agreement.

In the case of sale of goods that includes installation, or other services, the contract will define delivery conditions with the relevant incoterm (incoterm CCI 2010). Thus the Customer is responsible for the risks, in particular loss and damages that may befall the goods once they have been delivered.

Regardless the transportation method and the delivery conditions, the Customer is required to verify, at its own expenses and under its own responsibility, the apparent state of the goods at the place of delivery. When applicable, the Customer shall express its reservations to the carrier or Transport Company according to the procedures and within the times specified by the applicable regulations to the mode of transport. If customs clearance is placed under Customer's responsibility, or if the Customer does not provide the necessary documents on time, the storage, demurrage and transit costs will be paid by the Customer.

5.3. Service provision conditions

The Customer authorises and approves the Supplier, or any subcontractor duly mandated by the Supplier, to access the site mentioned in the contract, during working hours.

Once the services have been provided, the Customer undertakes to sign the taking-over certificate or acceptance report, and to control the conditions and operations of the goods that were installed. Any information regarding access to site must be communicated to the Suppliers before the resources to be implemented are assessed.

6- Payment conditions

6.1- Payment deadlines

In accordance with the provisions of the French Economy Modernisation Law (LME) No.2008-776 of 4th August 2008 (article L441-6 of the Commercial Code), the payment terms for invoices of goods are set at 45 days from the end of the month of issuance of invoice.

This deadline even applies when the Customer is located outside of French territory. The parties are permitted to establish faster payment terms but may not extend them. No advance payment may be demanded by the Supplier in the case of full payment or payment earlier than the deadline in these conditions.

6.2- Consequences of late payment

Any delay in paying an invoice on due date by the Customer may lead to:

- Expiry of the contractual term: all the pending amounts (due under the contract) will become immediately payable to the Supplier,
- The application of late payment interest, equal to the latest European Central Bank refinancing rate (on 01/01 for the first six months and 01/07 for the second six months), increased by an additional 10%,
- The payment of a € 40 compensation for recovery. If the Supplier's recovery costs are higher than € 40, additional costs may be invoiced, provided these costs are duly justified and documented by the Supplier.

A request from a Supplier to pay a pending invoice, eventually including penalties or recovery costs, does not obstruct the benefits of the ownership reserve- stipulated in article 6.4 below.

In addition, it is recalled that if the ownership reserve is rejected by the parties, and if the goods have not been delivered to the Customer, in accordance with article 2286 of the French Civil Code, the Supplier has the right to retain the goods.

6.3 Offsetting of payments

The Customer is strictly prohibited from any illegal practices such as automatic deducting from invoices any penalties or rebates, as long as the Supplier has not expressly recognized its responsibility.

6.4- Ownership reserve and risk transfer

Until the goods, and when applicable the installation service, are paid in full (principal and ancillary items), the Supplier retains full ownership of the goods. The Supplier is entitled to take any legal action for recovery of property in case of non-payment by the customer.

In any case, the Customer assumes, from the delivery of the goods - whether they are accompanied by services or not - the full responsibility for any loss or damage to these goods or that they may cause.

In case of an action for recovery of property, all sums paid by the Customer as advance payments will remain acquired by the Supplier as compensation.

In order to enable the Supplier to claim the goods and to preserve its rights, the Customer is required to inform the Supplier immediately of any change in its situation, notably any declaration in administration (seizure, bankruptcy, confiscation, etc.) by third parties that may call into question their ownership right.

If this clause is implemented, the Supplier will retain the sums paid by the Customer for damages claim without prejudice to any re pair actions.

6.5- Modification to the Customer's situation

If the Supplier becomes aware, through reliable and objective information, of deterioration in the Customer's financial situation, such that it would threaten its ability to meet its obligations, the Supplier reserves the right to:

- Demand payment for the whole contract before the goods are delivered or the services are performed,
- Suspend the contracts in progress or refuse to sign a contract.

7- Force Majeure

Some events, independent of the parties' will, for their unpredictable, irresistible and insurmountable nature, are likely to compromise the contract's execution.

Neither party shall be held responsible for any delay or failure to execute its contractual obligations when it results from an event of Force Majeure, defined in a wider acceptance than that of French jurisprudence. This relates to the following events (non-exhaustive list): natural disaster, earthquake, storm, fire, flood, etc.; conflict, war, terrorist attack, employment conflict, total or partial strike on the Supplier, Customer or Subcontractor's premises or on service provider's carriers, post office or public service premises, etc.; imperative injunction from public authorities (import prohibition, embargo); operating accidents, breakage of machinery, explosion. Each party shall inform the other, without

GENERAL TERMS AND CONDITIONS OF SALE

delay, of an event of Force Majeure brought to its knowledge and which, in its opinion, is such a nature as to affects the execution of the contract.

If the case an event of Force Majeure or its effects are extended beyond a period of over 6 months, the contract will become null and void 15 days after a registered letter is sent with acknowledgement of receipt, stating the extension of Force Majeure or its effects. In case of breach of the contract due to an event of Force Majeure, all sums incurred by the Supplier under the contract will remain due by the Customer.

8- Contract renegotiation

If and when necessary, the parties undertake to update the contract in order to take into any modifications that may be needed, given the legal, economic and new technology constraints (notably if there are changes to legislation, variation in the price of raw materials, modifications to customs duties or exchange rates) in order to re-establish the contractual balance that existed before the contract was signed.

The Paris mediation and arbitration centre (CMAP) may be contacted by either party if the negotiations fail.

9- Warranty and responsibility

9.1- Warranty

The goods delivered by the Supplier benefit from a 12-month warranty from:

- The delivery date of goods (when there is no ancillary service),
- The signature of the taking-over certificate or acceptance report, when the delivered goods have been installed by the Supplier.

This warranty covers the non-conformity and any hidden defects to which the goods may be subject. The consumables and wearing parts identified or mentioned as spares are not eligible for the Supplier warranty.

The warranty relates to material and manufacturing defects. In order to invoke the warranty during the period specified, as soon as the problem appears the Customer must notify the Supplier in writing of any faults, mentioning the references of the goods (batch/serial numbers), the delivery date, specify the operating conditions when the faults were observed and provide all tangible evidences (photo, analysis report).

Any claim shall be formulated within 15 working days from the discovery of the nonconformity; otherwise it will not be admitted.

If the warranty is activated, the Supplier must carry out (at its own choice) the repair or replacement of the goods recognised as non-conforming, within the conditions specified in the contract. The Supplier may not be attributed any loss of operation, profit or opportunity or any commercial prejudice or lack of income during the period when the non-conforming goods are repaired or replaced.

9.2- Warranty execution conditions

The Supplier's warranty may not be involved if the fault observed:

- Concerns parts subjected to normal wear and tear,
- Results from the Customer's installation or use of the goods, in a way that does not conform to the proper rules of arts or with the defined technical specifications,
- Results from failure to comply with installation, use or maintenance instructions,
- Results from defective oversight, storage or maintenance.

The warranty does not apply, with all liability of the Supplier being excluded, in the event of default of payment by the Customer.

9.3 - Responsibility

In the frame of provision of services, the Supplier is bound by the obligation of undertaking its best efforts.

The Customer must act professionally and responsibly and make sure the goods plan be purchased are compatible with its existing installations. If ever the Supplier has not been informed of the final use and destination of the goods, the Supplier remains fully in line with its obligation of advice, by delivering technical files and recommendations of use for the goods purchased. In case the final use of the goods has not been expressed in the Supplier's technical files, the Customer is required to consult the Supplier; otherwise the Supplier will be released from any obligation of advice.

The Supplier is not required to repair any prejudicial consequences of faults committed by the Customer or third parties in relation to the contract execution.

The Supplier's responsibility is strictly limited to certain direct, material and predictable damage. The Supplier's responsibility in any case is limited to the amount of the invoice corresponding to the Customer's request.

In all cases, the Customer must strive to mitigate its damage and must protect the Supplier or its insurer against any claim that may be issued from Customer's insurers or any other third party involved in the contract, and which may exceed the limitations and exclusions set above.

10- Applicable law and settling of disputes

The parties agree in the first instance to settle amicably any disputes arising from the validity, interpretation, execution or failure, interruption or cancellation of the contract. If the dispute cannot be settled amicably, it will be submitted for mediation according to CMAP regulations. If these solutions fail, the jurisdiction of Orléans will be competent exclusively, regardless of the delivery or payment location, even if the warranty is invoked and there are more than one defendant. Only French law, including the Vienna Convention on the International Sale of Goods of 11th April 1980 will be applicable to contracts signed under these general conditions.

Ingré, 1st October 2018

Thierry BARBOTTE

Chief Executive Officer ODIAL SOLUTIONS

Managing Director VERGNET HYDRO

Managing Director UDUMA



6 rue Lavoisier 45140 INGRE
Tél. : +33(0)2 38 22 75 10
Fax : +33(0)2 38 22 75 22
RCS 803 767 904



VERGNET HYDRO
6 rue Lavoisier
45140 INGRE
☎ +33(0)2 38 22 75 10
☎ +33(0)2 38 22 75 22
SIREN 440 355 170



UDUMA SAS
6 rue Lavoisier - 45140 INGRE
+33 (0) 2 38 22 75 10
+33 (0) 2 38 22 75 22
RCS Orléans 815 141 635