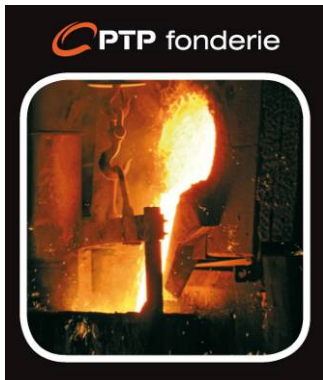


GENERAL TERMS AND CONDITIONS FOR SALES AND SERVICES



These conditions shall form an integral part of the sales or service contract. No derogation will be allowed unless it is set out in the specific conditions on the order confirmation.

The French version of these General Terms and Conditions shall take precedence over all other versions and in event of a dispute any undertaking relating to the due performance of these conditions drafted in French shall prevail over all provisions in any other language.

1. GENERAL

Written or verbal proposals shall not be binding and the contract shall only be deemed perfect when **PTP INDUSTRY** has sent a written order confirmation with a view to an order.

Prices and information given in catalogues, prospectuses and price lists are for general information only. **PTP INDUSTRY** reserves the right to change any layout, shape, dimension or material used in its equipment, machines and machine parts from that presented in pictures and descriptions in its printed advertising.

The materials or services to be supplied shall consist precisely and solely of the equipment specified in the estimate. The normal period of validity of the estimate shall be ten days unless some other specific period is set out therein.

Weights given in estimates are approximate only. They shall not under any circumstances provide the basis for any claim or reduction.

By accepting an estimate, the customer agrees without reserve that it accepts these General Terms and Conditions of Sale to the exclusion of all general terms and conditions of purchase.

When **PTP INDUSTRY** is initially informed of the customer's order by fax or e-mail and this is subsequently confirmed in writing, only the terms set out in the e-mail or fax shall be binding on the seller and the customer, whatever the prices and delivery times given.

In effect, **PTP INDUSTRY** will not accept any amendments of which it was not previously aware concerning, *inter alia*, quantities, delivery times and characteristics of the products to be delivered, specific terms and conditions of purchase.

Any modification to an order sent by e-mail or fax, after the contract has been confirmed in writing, shall purely and simply be deemed cancellation of the initial order; the new start date for any contractual obligations agreed by **PTP INDUSTRY** shall be the date the customer's final order is received.

In addition, **PTP INDUSTRY** reserves the right to charge the customer for all expenses already incurred unless the products and services concerned can be incorporated in the customer's amended order.

Subsequent to the order, **PTP INDUSTRY** may not be required to provide working drawings of any kind, but only plans showing the overall dimensions of the equipment to be supplied under the order. Dimensions of the foundation block are given for information purposes only. The actual dimensions shall be drawn up by the customer who accepts full liability for them, taking due account of any variations required to satisfy local conditions.

Prices and delivery times for additional supplies shall be subject to a specific agreement between **PTP INDUSTRY** and the customer.

The conditions for further supplies shall not under any circumstances be substituted for those in the main order.

2. STUDIES AND DESIGNS

Designs, studies and other documents of any kind handed over or sent by **PTP INDUSTRY** shall remain its property and may not be reproduced.

PTP INDUSTRY retains all intellectual property rights over its designs, studies and other documents which may not be communicated, executed or reproduced unless this is duly authorised in writing.

The main contractor or the customer accepts full responsibility for the operating characteristics of an assembly and shall ensure that the assembly does not show critical speeds and is not subject to vibration or torsion oscillation. Such phenomena may result in a deterioration of the transmissions and even breakage.

On request, **PTP INDUSTRY** will provide the Torsional Stiffnesses and inertias required for the design studies for the equipment it is supplying.

3. INDUSTRIAL SUBCONTRACTING

In the event that the design is used in part or as a whole as the basis for a subcontract with **PTP INDUSTRY** the customer shall retain full liability for its product and assume full liability in the last resort for its intended industrial performance as it is the only party with full knowledge of all details. Any proposal made by **PTP INDUSTRY** and accepted by the customer with the aim of improving the technical specifications or modifying the design of any parts or which is required to satisfy economic requirements, or meet conditions arising from the casting technique, this shall not under any circumstances be deemed a transfer of liability. This shall apply, in particular, to industrial partnerships and to all contractual relations including R&D phases. In the latter case, the subcontract shall set out each party's responsibilities precisely.

The customer agrees to act as guarantor for **PTP INDUSTRY** in any action taken by any third party against **PTP INDUSTRY** as a consequence of its filling an order for parts covered by industrial or intellectual property rights such as patents, marks and registered models or under any private law.

4. DESIGNS, PATTERNS AND TOOLING

a) When supplied by the customer, all designs, patterns and tooling (designs, core boxes, tool kits, templates, machining or control equipment, etc) shall without fail include clear marks, and assembly and user references and shall be provided free of charge on the site stipulated by **PTP INDUSTRY**. The customer takes full responsibility for ensuring that these are fully compatible with all drawings and specifications. Nevertheless, at the customer's request, **PTP INDUSTRY** may verify this compatibility and reserves the right to invoice the cost of such operations. Should **PTP INDUSTRY** consider it necessary to modify any parts to ensure they function correctly, the related costs shall be paid by the customer provided **PTP INDUSTRY** has previously notified the customer to that effect in writing. In general and unless otherwise agreed with the customer in writing, **PTP INDUSTRY** will not guarantee the working life of such tooling. In addition, in the case where the tooling is provided by the customer together with drawings and specifications that do not allow **PTP INDUSTRY** to check the full and perfect correspondence between the various parts, the shapes, dimensions and thicknesses of the parts will simply be those actually made, both as a whole and in part, using this tooling. Under these circumstances, the customer shall be solely liable, provided it has been previously notified thereof in writing by

PTP INDUSTRY. In all cases, if the tooling received by the foundry does not comply with best current practice, the price originally agreed for the parts may be revised by **PTP INDUSTRY** and a fresh agreement shall be signed with the customer before **PTP INDUSTRY** starts making the parts.

- b) If instructed by the customer to make patterns or tooling, **PTP INDUSTRY** shall accomplish this in agreement with the customer as permitted by its own manufacturing techniques. The customer shall pay the costs of performing this work as well as all replacement, repair and renovation costs resulting from wear and tear. These costs will be paid to **PTP INDUSTRY** in addition to the cost of supplying the parts. **PTP INDUSTRY** shall not be liable for the replacement cost of tooling designed for single use in the event that the part is rejected as a result of routine quality inspections. Unless an additional charge to cover this risk has been previously agreed with **PTP INDUSTRY**, the customer shall either provide replacement tooling itself or pay **PTP INDUSTRY** to supply the said tooling.
- c) **PTP INDUSTRY** shall retain ownership of the tooling and the related drawings if the customer only agrees to pay part of the costs of their fabrication and this will be invoiced separately. If, on the other hand, the customer agrees to pay the full cost, the tooling and plans shall become its property and will remain on loan to **PTP INDUSTRY** on completion of the order. It will be duly preserved and returned to the customer on request or as and when **PTP INDUSTRY** so chooses, in their actual state of wear, tear and usage at the time they are returned. Nevertheless, the customer may only take possession of them provided it has paid in full all outstanding invoices due under any heading whatsoever, including the full value of **PTP INDUSTRY**'s studies, patents and know-how. The tooling thus preserved shall be stored without charge for a period of three years following completion of the delivery. At the end of that period, the customer may take possession of them subject to **PTP INDUSTRY**'s right to retain possession of them as set out above. However, the customer and **PTP INDUSTRY** may agree in principle and in detail for it to be stored for a longer period. By default, **PTP INDUSTRY** may destroy the tooling three months after having given the customer notice thereof without due effect, or it may invoice the customer for the storage costs or return the tooling to the customer carriage forward.
- d) **PTP INDUSTRY** undertakes not to use the tooling it holds for any third party at any time whether or not it becomes the owner of the tooling, unless this has been previously agreed in writing by the customer.
- e) Unless otherwise stipulated, the customer shall retain full liability for the originals, patterns and tooling on deposit, so that it can insure them itself for their deterioration or destruction at **PTP INDUSTRY**'s, renouncing all possible action against **PTP INDUSTRY**.

5. INSERTS

Inserts supplied by the customer, intended to be inserted in the part by incorporation either before or after moulding, shall be the responsibility of the customer in all respects and shall be without fault. They shall be delivered to **PTP INDUSTRY** without charge and carriage free in sufficient quantity to take account of normal production risks and hazards.

6. PACKAGING

Packaging shall invariably be paid by the customer and will not be collected by **PTP INDUSTRY** unless otherwise stipulated. Unless specific instructions are given in the matter, **PTP INDUSTRY** shall prepare the packaging in accordance with its standard practice.

7. DELIVERY

Unless otherwise specified in **PTP INDUSTRY**'s estimate the merchandise is sold unpacked, ex works **PTP INDUSTRY**. It will be transported at the addressee's risk and peril, and in event of delay, damage or short delivery, the addressee acknowledges it is responsible for taking action against the carriers.

PTP INDUSTRY's "ex works" or "ex shop" principle shall not be vitiated in any way by such remarks as "delivery free" or "carriage paid" and shall neither be deemed an element in the price agreed nor a transfer of liability. For the purpose of these operations, the seller shall be deemed to be acting in the name of and on behalf of the customer.

PTP INDUSTRY shall thus not be liable for any direct or consequential loss or prejudice whatever the consequences of the defect or failure to meet specified requirements.

Any additional costs of stripping down and assembly on the user's site shall be subject to an additional charge if the customer instructs **PTP INDUSTRY** to take charge of such operations. Should collection be delayed for any reason whatsoever, outside **PTP INDUSTRY**'s control, the latter may, having issued a summons to that effect without due performance within eight days, proceed to pack the equipment and transport or store it – if need be, strip it down and reassemble it – at the customer's risk, peril and expense. **PTP INDUSTRY** declines all subsequent liability.

These provisions do not in any way alter the customer's obligation to pay for the equipment supplied and shall not constitute substitution of any new obligation (novation).

8. TRANSPORT-CUSTOMS - INSURANCE

The customer agrees to pay for all transport operations, insurance, customs clearance, mechanical handling and movement onto the site and accepts liability for all costs, risk and peril. The customer agrees to check the dispatches on receipt and, if need be, take action against the carriers even if the transport is free of charge.

Should **PTP INDUSTRY** dispatch the material, it will be realised carriage forward at best, as available to **PTP INDUSTRY**, unless expressly stipulated otherwise by the customer; whatever the case, the customer accepts full liability. **PTP INDUSTRY** shall not under any circumstances be held liable for the method of

GENERAL TERMS AND CONDITIONS FOR SALES AND SERVICES

transport chosen or the price demanded by the carrier.

9. INTERVENTIONS ON SITE

PTP INDUSTRY may be required to intervene on the customer's site, for example, to assemble or strip down equipment, to carry out repairs to or locate problems in the customer's equipment.

PTP INDUSTRY will carry out the work required at the time and on the date agreed between the parties. Throughout the intervention, the customer shall maintain a safety perimeter to enable PTP INDUSTRY to carry out the operations as need be under optimum conditions.

The intervention shall be carried in full compliance with the health and safety regulations in force on the customer's site which shall be sent to PTP INDUSTRY beforehand. The customer shall appoint a competent, duly authorised representative to monitor and survey the intervention requested.

10. DELAYS AND PENALTIES

Specific delivery dates will be given as an indication only and, although they will be respected as best possible, no liability shall arise from late delivery. The time allowed for delivery shall start from the day all the information and parts to be supplied by the customer have been received and shall take due account of the customer's compliance with the terms and conditions of payment.

PTP INDUSTRY shall by right not be required to respect delivery times and as a consequence shall not be liable to any penalty for late delivery.

Should the customer not respect the terms and conditions of payment set out in the order;

Should the customer not provide the agreed information or documents by the scheduled date.

Late deliveries shall not under any circumstances justify cancellation of the order.

In event of a late handover as against the scheduled date, even if confirmed by PTP INDUSTRY, no penalty or damages shall be due by PTP INDUSTRY unless this was stipulated on the latter's order confirmation.

In the latter case, the customer shall establish in writing that late delivery was due to PTP INDUSTRY and caused real prejudice to the customer. Whatever the cause, PTP INDUSTRY and the customer shall note the amount of the indemnity in writing.

In any case, payments for supplies shall not be delayed or modified on account of any penalty payment.

11. SUSPENSION OR CANCELLATION OF THE ORDER

In event that an order is suspended or cancelled, the customer shall be invoiced for:

- all expenses engaged calculated pro rata as the progress achieved on the order;
- plus 10% of the difference between the total due for the order and the amount calculated under (a).

Payments already made on account shall remain PTP INDUSTRY's property.

12. PRICES

The prices of the merchandise delivered shall vary as a function of fluctuations in the price of raw materials used by PTP INDUSTRY in manufacturing the said merchandise.

Prices will be automatically revised in accordance with variations in the raw materials index used by PTP INDUSTRY in manufacturing its products, available monthly at www.agoria.be. Prices will be adjusted when the index has risen or fallen 10% or more. These changes may be ascertained and applied monthly.

Should the index cease to exist, the calculations will be based on a replacement index to be chosen by PTP INDUSTRY and adjusted using the requisite coefficient of correlation. Any delay in determining the index will have no impact on payments which will be made on the scheduled dates and corrected subsequently.

13. CONDITIONS FOR OPENING AN ACCOUNT, PLACING ORDERS AND PAYMENT

13.1. Opening an account

A customer may open a commercial current account on PTP INDUSTRY's books, on the one hand subject to its acceptance of these General Terms and Conditions, and on the other, having the credit conditions it requests accepted by the Insurance Company with which PTP INDUSTRY collaborates to cover its risk of loss on trading accounts.

Should the guarantee be cancelled after having been accepted by the Insurance Company, even if an outstanding order is awaiting delivery, PTP INDUSTRY reserves the right to cancel the outstanding lines of credit in the customer's name that are no longer guaranteed.

13.2. Lines of credit

Similarly, lines of credit opened in the customer's name may be suspended:

- should all amounts due not be paid in full on the scheduled dates,
- should the customer fail to return the requisite commercial paper, even if not overdue, at the latest within fifteen days of dispatch of the monthly invoice statement,
- should it prove impossible to procure the financial information required to assess the customer's solvency,
- should ownership of the company be transferred to a third party with which PTP INDUSTRY does not have business relations or which has had lines of credit deleted from PTP INDUSTRY's books,
- should the customer or one or more associated companies in the same group as the customer be put into bankruptcy or liquidation,
- and in general, whenever PTP INDUSTRY acquires information that might adversely affect the customer's credit rating.
- In each case, the customer will be informed of PTP INDUSTRY's decision.

13.3. Minimum orders

An order must be for €125 or more to be accepted without being subject to administrative costs.

Should the equipment or services ordered cost less than €125, a fixed administrative charge of €45 will be added to the cost of the said material or service but the total charge shall nevertheless not exceed €125.

13.4. Payment

Payments shall be made net and without deduction at PTP INDUSTRY's head office. They shall be made, as provided in the conditions agreed when the contract was drawn up unless otherwise allowed on the contract or by PTP INDUSTRY's confirmation that the customer has opened a current commercial account in its own name subject to the following conditions:

- For orders over €3,000.00 excl. VAT:
 - 30% with the order,
 - 30% during execution of the order, at the latest when the order is made available,
 - 40% on the material being made available to the customer, even if not collected and at the latest within 30 calendar days of that date.
- For orders under €3,000.00 excl. VAT:
 - paid cash on the material being made available.

Service charges and bank discount on each bill of exchange accepted, for which the maturity date exceeds the 30 days set above, shall be paid by the customer. Payment by bill of exchange shall not constitute the substitution of new debt. In event of late payment, the outstanding amounts shall by right be subject to interest at three times the legal rate in force on the due date, and this from the first day payment is overdue increased with a fixed-extra charge of €40 covering debt collection costs as set in Article D 441-5 of the French *Code de Commerce* Regulations. In addition, PTP INDUSTRY may, without prior notice in the event of late payment for free equipment, add a fixed charge of 10% to the amount due. This compensation shall not include the interest agreed above or other interest or legal expenses.

In addition, all amounts outstanding, even for future settlement, shall by right fall due immediately and be subject to interest under the same conditions.

In event of the sale, transfer, hypothecation or contribution in kind by the customer of its business goodwill or equipment, all amounts outstanding shall by right fall due immediately with no requirement for any formal request for payment regardless of any other conditions previously agreed.

14. SUBCONTRACTING AND TERMS AND CONDITIONS OF PAYMENT

When PTP INDUSTRY's participation is part of a chain of business contracts in the sense set out under Law N°75-1334 of 31 December 1975, the customer shall have the legal obligation to have PTP INDUSTRY and its terms and conditions of payment accepted by the customer's own order-giver. By default, the customer shall have no right to avail itself of the subcontract in any way, in particular as concerns liability, but shall nevertheless remain obligated to the subcontractor.

15. RETENTION OF OWNERSHIP – POSSESSORY LIEN

As provided under Law N° 80.335 of 12 May 1980, it is expressly agreed that all supplies provided under the contract shall remain PTP INDUSTRY's sole property until such time as the customer has fulfilled all its obligations, in particular has paid the purchase price in full together with all outstanding interest if any. In event of the merchandise being

attached by a third party, the customer shall notify PTP INDUSTRY immediately.

The parties also agree that all risks shall be transferred to the customer immediately, a provision duly accepted by the customer.

In event of any failure to pay, the contract shall be terminated by right on service of a summons to that effect by registered letter. PTP INDUSTRY shall thereafter have the right to recover its property without being required to request action by any court.

PTP INDUSTRY shall retain all damages paid on account without prejudice to any other compensation.

The customer shall not under any circumstances pledge, provide as security or collateral any supplies that have not been paid for. In event of resale of the supplies, and if by default the price due has not been paid, the customer undertakes to subrogate PTP INDUSTRY in part or all of the claims it may hold against its subcontractor.

In the event that the customer fails to pay the amounts due or is subject to bankruptcy or court-ordered liquidation proceedings, PTP INDUSTRY reserves the right to retain all unpaid merchandise that has not been effectively delivered to the customer.

16. TESTS AND CONTROLS

In all cases, and even in the absence of formal receipt, the nature and extent of controls and tests required, the standards and severity classes as well as all types of tolerance, shall be noted on the drawings and specifications that shall without fail be attached by the customer to its call for tenders and confirmed in the subsequent contract agreed between PTP INDUSTRY and the customer.

17. JUSTIFICATIONS FOR EXEMPTION

The following shall be considered justification for exemption (from contractual requirements) should they occur after signature of the contract and prevent it being duly performed: labour disputes or any other events such as fire, mobilisation, requisition, embargo, prohibition of currency transfers, insurrection, lack of transport, general lack of supplies, shortage of labour, power restrictions, and, in general, any case of *force majeure*.

The party who invokes any of the above circumstances shall inform the other party in writing without delay of the start and termination of the said event. The occurrence of any of the above causes shall release PTP INDUSTRY and the customer from their obligations under the contract.

18. UNFORESEEABLE CIRCUMSTANCES

Should circumstances change fundamentally, such as a sudden, significant increase in raw material prices, imposing unreasonable additional costs on PTP INDUSTRY under these General Terms and Conditions, the parties agree to consult each other with the aim of finding mutually acceptable amendments.

19. INSURANCE OF EMPLOYEES

In the event of an accident occurring at any time for whatever reason, PTP INDUSTRY's liability shall be limited strictly to its own employees and supplies.

20. GUARANTEE

It has been duly agreed beforehand that the customer shall be entirely responsible for the integration of the equipment supplied. The latter shall duly respect PTP INDUSTRY's directions and assembly instructions. The customer shall be responsible for ensuring it has the correct instructions for the equipment concerned.

In particular, in the event that the customer itself mounts the assemblies or subassemblies in accordance with PTP INDUSTRY's instructions, the customer shall be solely responsible for the efficient final operating of the equipment mounted.

PTP INDUSTRY undertakes to remedy any operating defect that may arise from a design fault or in the materials or in the performance of products it manufactured. This undertaking shall not apply to defects arising in materials or accessories supplied by the customer or made in accordance with a design imposed by the customer.

Chance incidents and cases of *force majeure*, or those that result from user negligence or failure to supervise, maintain or operate the equipment correctly shall not be covered by any guarantee.

Unless otherwise stipulated, this undertaking shall only apply to faults occurring within six months or one year of the equipment being made available depending on whether the equipment is used for eight hours a day or more. To benefit from these provisions, the customer shall inform PTP INDUSTRY in writing without delay of the defects it attributes to the equipment and shall duly establish its claims.

Work carried out under PTP INDUSTRY's guarantee shall take place on a site chosen by PTP INDUSTRY and shall in principle be limited to the replacement of defective parts. Transport and customs charges for the equipment or defective parts shall be paid by the customer as will travelling expenses, and board, lodging and labour costs of PTP INDUSTRY representatives carrying out repairs on the site of the installation. The parts replaced shall be returned to PTP INDUSTRY's factories, carriage paid, within one month of their replacement at the latest, failing which PTP INDUSTRY reserves the right to invoice the cost of the replacement parts. All assistance, ancillary equipment and accessories required for the repairs shall invariably be provided by the customer.

Repairs shall not be covered by any guarantee unless expressly otherwise agreed between the parties.

21. PTP INDUSTRY'S LIABILITIES

PTP INDUSTRY's liability shall be strictly limited to its obligations set out in the above paragraph and it is expressly agreed that PTP INDUSTRY shall not pay the customer compensation for any prejudice suffered as a result of personal accidents, or damage to property other than that supplied by PTP INDUSTRY or for profit missed even when caused by a representative of PTP INDUSTRY on the customer's premises, or, in general, for any consequential or ensuing prejudice suffered by the customer.

In all cases, PTP INDUSTRY's liability shall be limited, all prejudice included, to the value of the supplies sold or service offered to the customer. The customer undertakes to ensure that its insurer and all third parties to whom it is bound by contract waive their right of recovery against PTP INDUSTRY and its insurers for all amounts in excess of those stipulated above or in any exclusion.

22. REFERENCE

PTP INDUSTRY may use the customer's name as a reference in its communications (sales documents, advertising brochures, website, etc).

23. DISPUTES

Claims: To be acceptable, any claim by the customer for failure to meet specifications or for conspicuous defects shall be made by registered letter within eight days of receipt of the equipment.

Clause attributing jurisdiction: in the event of a dispute concerning any supplies or payment therefore or of any dispute, the Commercial Court in the jurisdiction covering PTP INDUSTRY's head office shall be the sole competent court whatever the terms and conditions of sale or the method of payment accepted, even in the event of an appeal or a plurality of defendants (an impleader). Legal action must be started within one year of the equipment being made available or the service provided.

Finally, it is duly noted that our Terms and Conditions of Sale cannot be annulled or amended, even in part, by any terms and conditions of purchase mentioned on the customer's order form. Should PTP INDUSTRY not insist on any one of these clauses at any given moment, this shall not be construed as renunciation of any one of the said conditions in the future.

Applicable Law: These General Terms and Conditions of Sale and the sales and service contracts raised under them shall be subject to French Law. The Parties agree that all matters not settled under these General Terms and Conditions of Sale shall expressly be dealt with under the General Conditions of Contracting for European Foundries (Version 2006).