

For professionals

1- APPLICATION AND OPPOSABILITY OF THE GENERAL TERMS OF SALE

Placing an order with ENGRENAGES HPC - Ct Meca ("HPC - Ct Meca") implies the full and unreserved acceptance by the professional buyer (the "Customer") of these General Terms of Sale (the "GTC"), to the exclusion of all other documents issued by HPC - Ct Meca which are provided for information only and solely for reference, in spite of any stipulation to the contrary indicated on the Customer's purchase orders, on its general terms and conditions of purchase or on any other document produced by the Customer.

Any condition imposed by the Customer shall therefore be ineffective against HPC - Ct Meca unless it is expressly accepted by HPC - Ct Meca, regardless of when it was informed of the condition.

These GTS may only be completed by the specifications for customised parts, it being stated that if there is any conflict between these GTS and the technical specifications of the parts to be produced, the CGV shall take precedence.

If HPC - Ct Meca does not require performance at a given time of any of the clauses hereof, it cannot be deemed to have waived its right to require performance later on.

2 - ORDERS

Orders must be placed in writing by the Customer with HPC - Ct Meca. Any order placed by telephone must therefore be confirmed by the Customer in writing within 24 hours of the phone call. If it is not confirmed, it will not be taken into account. The order only becomes final and the sales agreement is only formed once it has been accepted by HPC - Ct Meca either by sending confirmation of order or by delivery of the products ordered to the Customer.

If HPC - Ct Meca makes any changes to the Customer's order, which are indicated in the order confirmation letter sent to the Customer, the Customer is deemed to have accepted the changes unless it submits a written response within 24 hours.

- No orders will be accepted for less than 20€ exclusive of tax, including for over-the-counter orders.

- No orders will be accepted for less than 150€ for EU countries, or for over 500€ for non-EU countries.

3- MODIFICATION OR CANCELLATION OF ORDERS

Modification or cancellation of orders requested by the Customer can only be taken into account if they have been expressly accepted by HPC - Ct Meca within 24 hours of the request.

The Customer will be liable for any processing costs. They will be indicated in the acceptance letter. The costs applicable may represent up to 50% of the total cost of the order row concerned or of the total cost of the order. If they are not accepted by HPC - Ct Meca, the products initially ordered will be shipped as initially planned and must be paid for.

4- PRICE

All of the prices in our catalogue are indicated exclusive of tax, and VAT at the current rate, delivery and packaging charges and any insurance that the Customer wishes to take out, must be added. The packaging is selected by HPC - Ct Meca, unless specifically requested by the Customer.

Except as otherwise stated, the products are sold at the price in force on the order date. The prices of the products stated in the catalogue are those in force on the catalogue publication date indicated on the cover. They may be amended by HPC - Ct Meca at any time.

5- DELIVERY - TERMS - LEAD TIMES

A- LEAD TIMES

Parts in stock on the order acceptance date may be made available or shipped within a maximum of 72 hours from the time of acceptance. For parts in the catalogue that are not in stock on the order acceptance date or for special parts, the manufacturing lead time is indicated for information only when the order is accepted.

Except in cases of force majeure, if the delivery date indicated by HPC - Ct Meca is exceeded by more than thirty (30) working days, the Customer may request the early cancellation of the order by registered letter with acknowledgement of receipt within thirty (30) working days of expiry of the deadline.

For the purposes of these GTS, the following are deemed to be force majeure events: wars, riots, fires, strikes, natural disasters, impossibility of obtaining supplies, this list not being restrictive.

Cancellation shall enter into effect on the date of receipt by HPC - Ct Meca of the aforementioned letter provided that the delivery has not been carried out prior to the date of receipt of the letter.

B- DELIVERY

Except as otherwise expressly stipulated, delivery is carried out by direct delivery of the products to the Customer on the premises of HPC - Ct Meca in Dardilly, 69570 (France) or to the carrier chosen by HPC - Ct Meca, or failing that one chosen by the Customer.

The products are sold from Dardilly, 69570 France (premises of HPC - Ct Meca), and are transported at the risk of the consignee, notwithstanding HPC - Ct Meca's retention of title clause as stipulated below.

Except as otherwise expressly provided, goods are transported FCA (at the Customer's expense by the carrier chosen by HPC - Ct Meca) or failing that one by the Customer.

It is up to the Customer to express any customary observations and reservations to the carrier in the event of loss or damage during transport, by registered letter with acknowledgement of receipt or by extrajudicial document within three days of receipt of the products (Article L 133-3 of the French Commercial Code).

HPC - Ct Meca reserves the right to carry out part deliveries.

C- ACCEPTANCE

The Customer must check at the time of delivery, in the presence of the carrier, that the parcels do not show any sign of having been damaged, broken or opened, and that the number of parcels matches the number indicated on the shipping document. The customer must express any reservations on the shipping document.

Without prejudice to the measures to be taken with regard to the carrier, claims regarding apparent defects or non-compliance of the product delivered with the product ordered or with the consignment note must be made in writing within thirty days of the arrival of the products, or the claim is barred.

It is up to the Customer to ask HPC - Ct Meca for a return voucher number and to provide any proof of the reality of the defects or anomalies identified. It must enable HPC - Ct Meca to assess these defects and remedy them. It will not intervene itself, or require a third party to intervene for this purpose.

HPC - Ct Meca's only obligation under the warranty will be to replace free-of-charge the item that it has recognised as defective. All warranty claims for products must first be submitted to HPC - Ct Meca's quality or engineering department, whose consent is required for any replacement. Any postal charges are payable by the Customer if the warranty does not apply.

6- PAYMENT - TERMS AND CONDITIONS

Our invoices are sent with the articles ordered and are payable:

- on receipt,
- at the end of the month, 30 days after the invoice date, subject to the line of credit granted. This means of payment is subject to approval by HPC - Ct Meca, which reserves the right to withdraw it at any time, without the Customer being able to object,
- in Euros,
- Credit card (Master card or visa) or bank transfer, the choice of method of payment cannot change the payment due date

No discount will be granted for early payment.

7- LATE OR NON-PAYMENT

In the event of late payment, the penalty is due without it being necessary to send a reminder, on the day following the payment date indicated on the invoice.

Unless there is a provision to the contrary, which cannot however set the rate at less than three times the legal interest rate, the interest rate for the late payment penalty is equal to that applied by the European Central Bank in its most recent refinancing operation, increased by 10%.

Lump-sum compensation for recovery costs is automatically due from the first day of late payment regardless of the deadline applicable to the transaction. This lump-sum compensation of 40€ must be paid in the event of late payment of any amount due, in addition to the late payment penalty.

If the recovery costs actually incurred are higher than this fixed amount, in particular if a collection agency is employed to send reminders and notice to pay, the Customer may be asked to pay additional compensation on production of documentary evidence.

HPC - Ct Meca reserves the right to suspend the customer's orders in progress, with or without notice, until it has paid the amounts due, and to take back the equipment delivered.

The Customer must pay each invoice at the due date even if a claim is made.

8- WARRANTY

HPC - Ct Meca guarantees the Customer against defects or hidden defects in the products sold, under the conditions specified in Article 1641 of the French Civil Code.

In the event of customised production, since HPC - Ct Meca does not provide any services as an engineering department, it undertakes to produce the products in compliance with the specifications provided by the Customer, but does not guarantee that they will function, which it is up to the Customer alone to assess. The Customer alone is responsible for the information transmitted to HPC - Ct Meca.

For standard products, HPC - Ct Meca guarantees that they will meet the specifications indicated in the catalogue, subject to technical changes made by suppliers. Liability and/or warranty claims against HPC - Ct Meca must be made within thirty days of receipt of the goods by the Customer. They cannot result in compensation that exceeds the price of the order concerned. Damage caused by a part marketed by HPC - Ct Meca cannot on any account result in compensation.

If a customised product infringes the rights of a third party, the Customer undertakes to repay any resulting costs that may be incurred by HPC - Ct Meca (proceedings, compensation, damages, costs of lawyers and other consultants etc.) and actively help to defend HPC - Ct Meca at its own expense.

The warranty does not apply if the products sold are modified or interfered with without the prior written agreement of HPC - Ct Meca or if the products are used in an abnormal manner or in abnormal conditions in view of their characteristics and the normal practice and standards applicable (in

particular in the event of use or installation in aircraft and/or spacecraft for which the products are totally unsuitable).

9- RETURNS - TERMS AND CONDITIONS

All product returns must be the subject of a formal agreement between HPC - Ct Meca and the Customer by fax, email or letter.

The carrier is chosen by HPC - Ct Meca. Any product returned without such agreement shall be kept at the Customer's disposal and will not result in the issue of credit notes or repayment.

In any case, no returns will be accepted if they are sent more than thirty days after receipt of the product. The Customer is always liable for the costs and risks of return. All returns must be sent to our head office.

All returns accepted by HPC - Ct Meca shall result in the issue of a credit note to the Customer valid for a period of six months from the issue date, after checking the quality and quantity of products returned.

In the event of an apparent defect or non-compliance of the products delivered, duly certified by HPC - Ct Meca, the Customer may receive a replacement free of charge, or repayment of the products, at HPC - Ct Meca's discretion, to the exclusion of any compensation or damages.

10- RETENTION OF TITLE

Transfer of ownership of all standard or customised parts is subject to payment of the price in full, including principal and incidental charges, it being stated that payment is deemed to have taken place on the date of actual receipt of the amounts by HPC - Ct Meca.

The preceding provisions do not prevent the transfer of risks to the Customer (in particular the risk of loss, deterioration and damage caused by the parts shipped) at the time of shipping or delivery of the goods by HPC - Ct Meca.

If the Customer returns equipment acquired from HPC - Ct Meca in order to have a part produced that must be incorporated in it, or that will be added to it, the Customer remains the owner of the equipment, bears the costs of shipping and return, and the risks linked to transport and any adaptation or alteration of the equipment by HPC - Ct Meca, and to any damage it may cause.

11 - APPLICABLE LAW - COURT OF COMPETENT JURISDICTION

Sales concluded with HPC - Ct Meca are governed by French law.

Any disputes that may arise between the parties concerning the interpretation and/or performance and/or termination of the contract shall be referred to the commercial courts with jurisdiction over the head office of HPC - Ct Meca, even in the event of third party proceedings or multiple defendants.

Non-contractual photographs.

Product information subject to technical changes.

General Terms of Sale for private individuals are available on our website hpceurope.com