



GENERAL TERMS AND CONDITIONS OF PURCHASE FOR PAUL HARTMANN SA FRANCE

Version 2 of 1st January 2009

ARTICLE 1 – GENERAL PROVISIONS

The present General Terms and Conditions aim at defining the provisions and conditions for any purchase of materials, machines, equipment or services done by HARTMANN vis-à-vis manufacturers, suppliers or service providers (hereinafter called “the Supplier”). Any other agreements which might exist between HARTMANN and the Supplier shall have the status of Special Terms and Conditions of Purchase. In the present document, materials, equipment, functional assemblies and subassemblies, consumables and services which are subject to a purchase by HARTMANN are referred to as “*the Supplies*” or “*the Supply*”.

HARTMANN and the Supplier are jointly referred to as “the Parties”.

The General Terms and Conditions and the Special Terms and Conditions are jointly referred to as “the Contract”.

The Contract is deemed to be perfect

- when Specification Sheets or an Outline Contract having the status of Special Terms and Conditions are signed between HARTMANN and the Supplier and a relating order has been accepted by the Supplier or has started to be executed,
- or when the order of HARTMANN was accepted by the Supplier without reservation. This acceptance is express when the Supplier returns the acknowledgement of receipt without reservation within ten days after the order was sent; it is implicit when the Supplier does not state any reservations or observations within ten days after the order was sent.

By signing the Special Terms and Conditions or by express or implicit acceptance of the order, the Supplier is deemed to have accepted the present General Terms and Conditions without reservation. This acceptance is deemed to be acquired when no reservation was expressed by the Supplier within 8 days.

The receipt by HARTMANN of any documents (price offer, acknowledgement of receipt of the order, invoice or other) which contain any form of Special Terms and Conditions of sale of the Supplier shall not be considered as acceptance of the provisions which are included therein.

The agreement of the Parties confirmed by signing the Special Terms and Conditions of purchase shall hereinafter be called “the Contract”.

ARTICLE 2 – DEFINITION OF THE PRODUCT OR THE SERVICE

The Contract defines the purchased Supplies or services by specifying them, if necessary, by way of attached technical documents, their reference numbers, their specifications, their functions, their performance etc.

ARTICLE 3 – TECHNICAL SPECIFICATIONS OF THE PRODUCTS

3.1 – When prior to the Contract, HARTMANN in any form submits specifications to the Supplier particularly concerning the use of the requested Supplies (process data, required functionalities, expected performance, installation, operating conditions etc.), the Supplier chooses such serial Supplies or offers such specific Supplies which are likely to fulfill the specifications.

If the subject of the Contract is a specific Supply, it shall comply with the specifications mentioned in the technical documents attached to the Contract, fulfill the required functions and attain the performance level specified in such documents.

3.2 – If the subject of the Contract is a serial Supply, it shall comply with the specifications mentioned in the specifications and descriptions and fulfill the required functions, performance and use which are specified in the notes, catalogues and other documents of the Supplier and in the technical documents of HARTMANN enclosed in the Contract.

3.3 – As a general rule, the Supply, irrespective of whether it is a serial or specific product, shall comply with the rules of the trade and the norms applicable in France or abroad, as appropriate.

The above provisions involve that the Supplier shall at the moment of delivery at the latest,

- carry out all tests, checks and adjustments which they judge to be appropriate, without prejudice to the tests, checks, inspections, settings and adjustments specifically required by Articles 7 and 11 hereinafter, while HARTMANN does not have any obligation to inspect the purchased products themselves,
- obtain all final inspection certificates after production, all verification certificates, all authorizations of approved services etc.,
- and more generally, fulfill all obligations laid down by the texts and norms applicable in France or abroad, as appropriate, in respect of the manufacturing, delivery, installation and functioning of the concerned Supply.

If the Supplier believes that the Supply which is subject to the Contract will not be able to fulfill the required functions and performance or is more generally not able to be used in the intended way, the Supplier shall notify HARTMANN thereof within ten days after placing of the order; if the Supplier fails to do so, they shall not be entitled to state any reservations. When the purchase gives rise to a signing of a purchase Contract, the Supplier shall also not be entitled to state any reservations in this respect.

The Supplier assumes full and entire responsibility for the Supply which is subject to the Contract in respect to its perfect execution, correct operation, correct functioning and its performance. In their role as professional, the Supplier shall notify HARTMANN of any defect or failure contained in the technical documents provided to them by HARTMANN; as a general rule, the Supplier shall obtain respective information before delivering any Supply complying with HARTMANN'S requirements. The transmission by HARTMANN of any technical elements shall in no case limit or reduce the responsibility of the Supplier, whereas the latter shall make sure that such elements are compatible with the object of the Contract.

ARTICLE 4 – SUBCONTRACTING

While acting as subcontractor of HARTMANN, the Supplier shall not subcontract all or part of the Supplies and services without seeking and receiving the prior consent of HARTMANN. The agreement shall be deemed to be reached when HARTMANN does not reply to the request formulated by the Supplier within fifteen days. In any case, the Supplier shall remain liable vis-à-vis HARTMANN for the execution of the Contract.

ARTICLE 5 – MODIFICATIONS

In the case of a specific Supply, HARTMANN has the right, even at the time of execution, to demand any modifications which they consider to be necessary. When facing such a request, the Supplier shall without delay but at the latest ten days after the request for modification give notice of the changes in price and time; otherwise, the modification shall be effected without any changes in price and time.

The price change shall be calculated on the same basis as those applied for the determination of the original price.

When as a consequence, the price and/or delivery period are increased, the modification shall only be carried out upon prior negotiation and express agreement between the two parties. Until such confirmation is given, HARTMANN shall always have the possibility to renounce the modification.

ARTICLE 6 – RELATED EQUIPMENT AND SERVICES

6.1 – Even if the Contract does not specifically say so, the Supplier is obliged to provide HARTMANN with the following documents without incurring any surcharge and at the moment of delivery of the Supply at the latest:

- the plans or drawings of their products or services,
- the installation, start-up, servicing and maintenance, disassembly and reassembly instructions for the Supply.

Any delay in the execution of such services justifies the application of the penalties for delay stipulated in Article 16 hereinafter.

6.2 – Unless otherwise agreed in the Special Terms and Conditions: if the Supply is delivered to HARTMANN's site or to any location indicated by HARTMANN and if the Contract so provides, the Supplier ensures at their own expense and on their own responsibility the execution of all services related to packaging, transport, unloading, handling and storage on site of the Supply.

If the delivery takes place at the production site or depot of the Supplier or at any other site indicated by them, the Supplier shall at their own expense and on their own responsibility:

- prepare and condition the Supply according to its manner of dispatch and transport,
- provide the necessary protective measures in order to prevent deteriorations during transport and handling,
- carry out the packaging of the Supply
- and carry out the loading and securing on the means of transport.

6.3 – If the Contract so specifies, the Supplier shall:

- carry out the installation on site by using their own personnel and material, this service particularly comprising meeting the costs for their personnel (travels, board and lodging, various fees, charges and taxes etc.), the provision of tools and measuring and testing devices,
- or provide for one or more competent specialists to carry out the supervision of installation, this service particularly comprising meeting the costs for their personnel (travels, board and lodging, various fees, charges and taxes etc.) within the period of time stipulated by the Contract or requested by HARTMANN.

A protocol stating the completion and correct performance of the installation shall be drawn up. This protocol may be subject to reservations if necessary.

If the Supplier does not carry out the services within the indicated time or if they exceed the thus determined deadlines, they incur penalties for delay stipulated in Article 16 hereinafter, without prejudice to the right of HARTMANN to carry out or have carried out the said services at the expense and risk of the defaulting Supplier.

6.4 – Once the installation is finished, and even if they were not ordered to do so, the Supplier shall at their own expense and within the period of time stipulated by HARTMANN, even if the Contract does not say so, carry out the setting and commissioning of it as well as all interventions necessary to respond to the reservations raised when drawing up the protocol stipulated by Article 6.3 above and during the receipt of the complete set of installations in which the Supply will have been integrated. Any delay in executing such services justifies the application of the penalties for delay stipulated in Article 16 hereinafter, without prejudice to the right of HARTMANN to carry out or have carried out the said services at the expense and risk of the defaulting Supplier

ARTICLE 7 – GENERAL OBLIGATIONS OF THE SUPPLIER

7.1. General provisions

The relationship between HARTMANN and the Supplier shall be deemed to be a relationship between professional (the Supplier) and non-professional (HARTMANN).

In certain purchase processes, HARTMANN might be required to sign certain documents of the Supplier such as plans, tests etc. It shall be expressly stipulated that this signature only serves as a confirmation of the order, but in no case as a validation or avalization by HARTMANN of the technical choice and in particular of the design and production of the Supplier. In fact, the Supplier shall remain solely and exclusively responsible in their quality of professional.

7.2. Purchase of functional equipment, components, assemblies and subassemblies

All obligations of the Supplier relating to the execution of the order are **obligations to achieve a result**, especially in view of the capability and performance of the equipment.

7.3. Purchase of raw materials and consumables

Concerning specific products, all obligations of the Supplier relating to the execution of the order are **obligations to achieve a result**, especially in view of the contractual parameters and performance.

Unless otherwise specified, concerning standard or serial products, the obligations of the Supplier relating to the execution of the order are **obligations to achieve compliance** in view of the product description and **obligations to achieve a result** in view of the standard parameters set forth in the Supplier's documentation and performance.

7.4. Industrial subcontracting and subcontracting of maintenance and transport

Apart from the obligations set forth in the Special Terms and Conditions, the subcontractor shall execute the service in accordance with the rules of their trade and according to the specification sheets, if any. The subcontractor can be held liable for any failures. The requirements to be met by the subcontractor shall be understood as **obligations to achieve a result**.

7.5. Other provisions of services

Concerning provisions of services other than those stipulated in Article 7.3 and unless otherwise stipulated in the Special Terms and Conditions, the obligations of the Supplier relating to the execution of the order are **obligations of best efforts**.

7.6. Inspections and tests

Upon express agreement, the Supplier shall arrange for inspections and tests of all orders which they judge to be appropriate for the sold products and services in respect to specifications and performances, while HARTMANN is not contractually bound to carry out any inspections. The specific inspections can be requested by HARTMANN and carried out by the Supplier or carried out by HARTMANN under Article 11 and do not constitute a modification of the general inspection obligations of the Supplier as defined in the present Article.

The inspections being able to be carried out by HARTMANN may give rise to a rejection in case of a breach of the specifications of the order or the regulations.

7.7. Advice

As professional regarding the sold good or executed service, the Supplier shall provide HARTMANN with any advice they consider necessary in order to obtain the result desired by HARTMANN or to ensure an improvement of productivity.

7.8. Securing of the supplies

If the Supplier unilaterally decides on the modification of a product and/or service (including the customer service) for whatever reason, they shall notify HARTMANN in advance observing a notice period of 6 months.

If the Supplier unilaterally decides on the discontinuation of production or the provision of a product and/or service (including the customer service) for whatever reason, they shall notify HARTMANN in advance observing a notice period of 1 year.

Failure to fulfill this obligation may result in the compensation of HARTMANN for any damages of any nature which are a consequence thereof. In the spirit of cooperation, the Supplier shall in any case propose solutions to HARTMANN concerning reliable replacements at equivalently economic costs.

ARTICLE 8 – DISCLOSURE OF DOCUMENTS

Any technical documents (specifications, specification sheets, plans etc.) provided to the Supplier for the execution of the orders which were assigned to them are and remain the full and exclusive property of HARTMANN. They shall only be used in the framework of the relationship between HARTMANN and the Supplier.

The Supplier undertakes to respect and ensure that their employees and subcontractors respect the strictly confidential nature of the documents. They shall not be disclosed or provided to any third party without prior written consent of HARTMANN nor made use of other than for HARTMANN and shall be returned without delay upon first request by HARTMANN.

Except for internal use of the Supplier on their own premises, any reproduction or duplication even in part by any procedure whatsoever of the documents of HARTMANN on whatever medium without prior written authorization by HARTMANN is unlawful, constitutes an infringement and shall be subject to the legislation applicable in this domain.

The breach of this obligation may result in immediate termination as of right by HARTMANN, without there being the need for any particular formality or procedure, of all orders pending at that moment and without prejudice to damages and interests which HARTMANN may reclaim.

ARTICLE 9 – CONFIDENTIALITY AND INTELLECTUAL OR INDUSTRIAL PROPERTY

The Supplier and HARTMANN personally and on behalf of the persons they are responsible for, whether those are part of their personnel or of the personnel of possible subcontractors or not, undertake not to disclose any information which they might receive or obtain in connection with the orders assigned by HARTMANN to any third party.

The Supplier and HARTMANN personally and on behalf of the persons they are responsible for, whether those are part of their personnel or of the personnel of possible subcontractors or not, undertake to respect the industrial or intellectual property rights concerned by the execution of the orders and to guarantee the other party against any action arising from such rights to any third party.

The breach of this obligation may result in immediate termination as of right by the injured party, without there being the need for any particular formality or procedure, of all orders pending at that moment and without prejudice to damages and interests which the injured party may reclaim.

ARTICLE 10 – RIGHT TO VISIT THE SUPPLIER'S PREMISES

10.1 – Right to visit

All Supplies may be subject to the right to visit of HARTMANN or their authorized representatives of the Supplier's premises upon appointment and during the business hours during the procurement of the materials or the executions of the works and the production period until completion of the works or delivery of materials.

10.2 – Rejection

The aim of such visits is to verify whether the Supplies purchased by HARTMANN are produced under conditions observing regulations and in particular the laws on occupational health and safety.

In case the findings made by HARTMANN during a visit of the Supplier's premises, whether during production, procurement or installation of the Supply or during the execution of works, indicate that the Supply or the method of operating previously agreed between HARTMANN and the Supplier do not comply with any individual stipulations of the order or safety requirements of the product or service or certain legal obligations, the rejection of the Supply in its entirety or of the part in question may be pronounced by HARTMANN.

HARTMANN shall be entitled to return to the Supplier at their expense the Supplies already delivered which were produced under conditions not respecting the above-mentioned stipulations.

ARTICLE 11 – WITHDRAWAL OR RECALL

11.1 – When as a consequence of inspections or reclamations by the customers, it becomes evident that certain products do not offer the level of safety which the consumer can expect or if the product is not able to fulfill its function, HARTMANN reserves the right to carry out a withdrawal or recall of all or part of their products in which the questionable product of the Supplier was incorporated.

11.2 – Any fees and consequences of any nature shall be at the expense of the Supplier on a pro-rata basis concerning their responsibility.

ARTICLE 12 – DELIVERY

12.1 – The Contract in particular states the place and period of delivery.

12.2 – The period of delivery may be prolonged by express consent between HARTMANN and the Supplier.

12.3 – The period of delivery may in particular be prolonged in the case of force majeure. The Supplier shall give notification in writing and within 72 hours of the occurrence of the case of force majeure which represents sufficient reason for a prolongation of the delivery period; the Supplier may in no case request any prolongation of the period when they did not issue a notification as described above or when the facts brought forward by them arose after the end of the delivery period.

12.4 – In the case in which the Supplier does not carry out the delivery within the stipulated period, possibly prolonged under the conditions specified in the above section, they shall be subject to the penalties for delay stipulated by Article 16 hereinafter.

12.5 – Depending on the development of the market, HARTMANN is entitled to modify the periods, quantities and intervals of delivery in agreement with the Supplier.

ARTICLE 13 – TRANSFER OF RISKS

13.1 – The terms of the transfer of risks are defined by the INCOTERMS indicated in the Special Terms and Conditions.

13.2 – In the absence of such terms, the risks shall be transferred to the purchaser at the moment of perfect execution of the delivery at the place stipulated by the Parties and receipt without reservation by the purchaser.

ARTICLE 14 – PRODUCT WARRANTY

14.1 – The products which are found to comply with the specifications set forth by the specification sheets or any other document by HARTMANN describing the product are accepted by HARTMANN. This acceptance does not relieve the Supplier of their responsibilities in view of latent defects.

14.2 – The Supplier undertakes to compensate at their own expense for any obvious or latent defects or failures affecting the Supply. They shall also undertake to carry out at their own expense any intervention or replacement in the case in which the Supply, even if it does not show any defects or failures, is not able to fulfill the required function, does not attain the requested performance or, more generally, will not be able to be used for the intended purpose.

14.3 – Unless specifically stipulated in the Contract, the period of the guarantee so given shall be one year. This period starts on the day of the delivery by HARTMANN to their client of the equipment in which the Supply was integrated.

14.4 – The Supplier notified by HARTMANN of any defect, failure or fact justifying the execution of the present warranty shall carry out at their own expense and risks the interventions, repairs, part replacement etc. within a period which will be approved by HARTMANN and the Supplier.

14.5 – After execution of such interventions, repairs or replacements, the Supply or the party concerned shall benefit from a new warranty of the same duration as the one specified by Article 14.3 above.

14.6 – If the Supplier refuses to execute their warranty obligation or if they do not respect the obligatory periods, they shall be liable to compensate HARTMANN for the damages incurred by such breach. Moreover, HARTMANN shall be entitled to carry out or have carried out the intervention, repairs, part replacements etc. by another Supplier at the expense and risk of the defaulting Supplier.

ARTICLE 15 – RESPONSABILITIES OF THE SUPPLIER – INSURANCES & OTHER FINANCIAL COVERAGE

15.1 – The Supplier shall install vis-à-vis HARTMANN all legal warranties and responsibilities particularly specified by the Articles 1625, 1641 et seq., 1134 and 1147, 1792 of the French *Code Civil*.

15.2 – If the causal link is proven, the Supplier shall be liable vis-à-vis HARTMANN and any other possible third parties for any direct or indirect personal injury, material damage and non-material consequential damage incurred to HARTMANN or a third party.

The Supplier shall also be responsible for damages of any nature which affect the products delivered by the Supplier until transfer of risks.

The Supplier shall thus be liable for personal, material or non-material damage directly or indirectly resulting particularly from defects, functional defects, design errors, performance deficiencies etc. of the Supply.

15.3 – Before signing the purchase Contract or the acceptance of order, the Supplier shall take out one or several insurance policies with one or several companies of reputed solvency covering the above risks and responsibilities at a sufficient capital amount. HARTMANN shall be entitled to demand augmentations of the guarantees. The Supplier shall provide upon first request by HARTMANN all documents proving the taking-out of the said policies, their validity and the payment of the corresponding premiums.

If the Supplier fails to provide such documents, HARTMANN shall be entitled to:

- either terminate the Contract without compensation at their expense,
- or take out, if this is possible and economically sound, the necessary insurance policies on behalf of the Supplier. The terms of the allocation of the respective sums shall be subject to an agreement between HARTMANN and the Supplier. The same applies in the case HARTMANN considers the policies of the Supplier to be insufficient and requests them to be adjusted upwards.

15.4 – HARTMANN may, subject to terms specified in the Special Terms and Conditions, request the Supplier, who cannot refuse to do so, to provide irrevocable bank guarantees in order to guarantee certain commitments.

ARTICLE 16 – PENALTIES

The amount of the penalties for delay, performance or other which the Supplier might incur, in particular under the terms set forth in Articles 6, 7, 8 and 10 above, is specified by the Special Terms and Conditions upon prior negotiations between the Parties.

Such lump-sum penalties shall be applicable as of right and without prior formal notice; their amount can be deducted from the sums still due to the Supplier by HARTMANN; if such penalties exceed the remaining due sum, the Supplier is obliged to pay upon first request by HARTMANN.

The contractual penalties shall always be due, independent of compensations which HARTMANN may claim for damages resulting from a failure of the Supplier.

ARTICLE 17 – FINANCIAL CONDITIONS

17.1 – The sales price for the material, Supply, possible installation or monitoring services, or the service shall be specified in the Contract. This price comprises all related Supplies and services executed by the Supplier and all charges, particularly taxes and parafiscal charges, which must be paid by the Supplier, with the exception of VAT which is additionally invoiced.

If the Contract so intends, the price shall be adjustable under the conditions stipulated therein.

17.2 – Unless otherwise stipulated in the Special Terms and Conditions (on the order form in particular), payment shall be made within 60 days of the invoice date. Any invoices or requests for down payments shall always carry the reference number of the order of HARTMANN.

ARTICLE 18 – TERMINATION

The Contract shall be totally terminated to the sole prejudice and detriment of the Supplier, if HARTMANN deems this fit, fifteen days after a reminder having remained unsuccessful, by simple notification by registered letter with acknowledgement of receipt, in the case in which the Supplier does not execute any one of their obligations according to the terms and conditions of the Contract or the present General Terms and Conditions.

This shall particularly apply in case of delay or in the case in which the Supply proves to be subject to a defect which the Supplier did not remedy or in the case it proves not to comply with the terms and conditions of the Contract (specifications, functions, performance etc.).

The Contract shall also be terminated as of right when HARTMANN deems this fit,

- in the case in which HARTMANN's subcontracting Supplier themselves subcontract all or part of their products or services without prior agreement with HARTMANN,
- in the case in which the Supplier is declared to be subject to judicial settlement and liquidation and the receiver does not decide within the specified time to continue the execution of the Contract by offering the promised services,
- in the case significant changes of the shareholder body of the Supplier.

In the case of termination for any of the above reasons, HARTMANN has the possibility to:

- either ensure or have ensured by a third party the continuation of the Contract; the additional expenses thus incurred shall in this case be deducted from possible sums still due to the Supplier, without prejudice to the right of HARTMANN to claim the compensation for any damages in the case of deficiencies,
- or reject the Supply and request immediate restitution of all sums which have already been paid to the Supplier. In this case, the Supply shall be returned to the Supplier; if it has already been delivered in whole or in part or even installed, the costs for removal and disassembly shall be borne by the Supplier. HARTMANN may, however, keep the said Supply as long as the already paid sums have not yet been fully repaid, without prejudice to any action which they consider appropriate to assert vis-à-vis the Supplier in order to obtain the restitution of said sums and compensation for any damages.

ARTICLE 19 – FORCE MAJEURE

The cases of force major usually put forward by case law relieve the Supplier of their responsibilities.

In case of the occurrence of such a case, HARTMANN and the Supplier shall search, in the spirit of cooperation, the best solution in order to face the situation.

In the case of prolongation of the event of force majeure of more than 15 days, HARTMANN shall be entitled to unconditionally terminate the Contract without any compensation for the Supplier.

ARTICLE 20 – RELATIONSHIPS TO THIRD PARTIES

20.1 – In case of the use of patents, the Supplier assumes sole responsibility for all proceeding which might be exercised in this respect.

20.2 – The Supplier guarantees HARTMANN against all claims by third parties in respect to industrial property rights for all Supplies dedicated to HARTMANN.

20.3 – The Supplier guarantees HARTMANN against all consequences of any actions asserted by third parties which will give rise to claims for industrial or intellectual property rights on the delivered goods and executed services. The Supplier shall assume full responsibility concerning any action of such nature vis-à-vis HARTMANN. In this context, any sum which may be paid for reasons of a conviction of HARTMANN or for any other reason shall be entirely reimbursed by the Supplier.

ARTICLE 21 – COMPLIANCE WITH LABOR LAW

The Supplier shall confirm in all conscience that the products sold to and the services for HARTMANN are executed in compliance with the respective country's labor law, in particular concerning child labor and undeclared work. The Supplier undertakes to keep to this commitment for as long as the commercial relationship to HARTMANN lasts.

ARTICLE 22 – COMPLIANCE WITH THE EU REGULATION REACH

The Supplier shall confirm in all conscience that they maintain compliance with the EU regulation REACH concerning chemical substances and keep to this commitment for as long as the commercial relationship to HARTMANN lasts.

Upon request by HARTMANN, the Supplier shall deliver proof of the measures taken in order to ensure the observance of such rules.

ARTICLE 23 – OBJECTIONS – ARBITRATION

23.1 – For the settlement of objections which might arise on the occasion of the interpretation or the execution of the Contract, the Parties agree to mutually decide whether to take their dispute to arbitration or to refuse this arbitration.

23.2 – In the case in which HARTMANN is subject to an action which might affect the Supply sold by the Supplier, the latter shall grant all assistance to HARTMANN, ensure their own defense in the amicable procedure and possible expert opinions and be present at the courts or other jurisdictions to which it is brought.

ARTICLE 24 – APPLICABLE LAW & COMPETENT JURISDICTION

24.1 – Disputes which cannot be settled by arbitration shall be taken to the Commercial Court at the place of the registered office of HARTMANN whatever the nationality or residence of the Supplier and the place of execution of the Contract may be.

24.2 – Even if the Supply is delivered or executed abroad and even in the case of international arbitration, the relationship between HARTMANN and the Supplier shall exclusively be subject to French law.

24.3 – Unless otherwise stipulated in the Special Terms and Conditions, documents concerning purchases being executed within France shall be drawn up in French. The French language shall prevail in the case of different interpretations in connection with translations into another language.

24.4 – Unless otherwise stipulated in the Special Terms and Conditions, documents concerning purchases being executed outside France shall be drawn up in English. The English language shall prevail in the case of different interpretations in connection with translations into another language.

APPENDIX TO THE GENERAL TERMS AND CONDITIONS OF PURCHASE OF PAUL HARTMANN SA

In the following, you can find the texts of the articles of the French Code Civil referred to in the GENERAL TERMS AND CONDITIONS OF PURCHASE OF PAUL HARTMANN SA:

Art. 1625 The warranty which the seller owes to the purchaser has two objects: the first is the peaceful possession of the thing sold; the second, the latent defects of that thing, or redhibitory vices.

Art. 1641 A seller is bound to a warranty on account of the latent defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them.

Art. 1134 Agreements lawfully entered into take the place of the law for those who have made them.

They may be revoked only by mutual consent, or for causes authorized by law.

They must be performed in good faith.

Art. 1147 A debtor shall be ordered to pay damages, if there is occasion, either by reason of the non-performance of the obligation, or by reason of delay in performing, whenever he does not prove that the non-performance comes from an external cause which may not be ascribed to him, although there is no bad faith on his part.

Art. 1792 (Law no. 78-12 of 4th January 1978) Any builder of a work is liable as of right, towards the building owner or purchaser, for damages, even resulting from a defect of the ground, which imperil the strength of the building or which, affecting it in one of its constituent parts or one of its elements of equipment, render it unsuitable for its purposes.

Such liability does not take place where the builder proves that the damages were occasioned by an extraneous event.

Read and approved

By:

Date:

Stamp and signature:

Each page shall be initialed and signed.