

GENERAL CONDITIONS OF SALE

Article 1. Applicability

The general conditions of sale (hereafter referred to as the "GCS") define the conditions applicable to the sale of products (hereafter referred to as the "Product") by FlexiModal, a simplified joint-stock company with sole shareholder having its registered office at 11 rue du Clos Courtel, 35700 RENNES, with a registered capital of €20,000, registered in the Trade & Company Register (RCS) of RENNES under the number 819 291 279, (hereafter referred to as "FlexiModal"), to business clients (hereafter referred to as the "Client"). FlexiModal and the Client are referred to collectively as the "Parties" or individually as the/a "Party".

The reference GCS are drafted in French, although FlexiModal may propose translated versions, made available for information purposes only and possessing no legal value.

The order is considered firm and final when FlexiModal acknowledges receipt of it in writing. The order for Products or Services (hereafter referred to as the "Order") generates an obligation to pay and implies unreserved acceptance of the GCS by the Client, in addition to the express renunciation of his possible general purchasing conditions and of any previous documents or discussions concerning the Order or those subsequent to it but not formally confirmed by means of an express written amendment signed by both Parties.

Article 2. Financial conditions

2.1. Price

Prices are set based on the economic conditions in place on the date that the quote is established. The prices are net, pre-tax and without any additional costs included (costs for packaging, transport, billing, customs, special checks, etc.).

FlexiModal quotes are valid for a period of 1 month from when they are established. Beyond this time, they are no longer binding on FlexiModal and may be revised in line with uses.

The prices mentioned on the website www.fleximodal.fr and/or on any other commercial document may be changed without any prior notice.

2.2. Payment

Unless stated otherwise in writing by FlexiModal, bills provided by FlexiModal are payable by bank transfer, without discount for prompt payment.

Any delay in payment shall result in a late payment penalty of three times the legal interest rate plus a compensation payment of at least €40 (aside from any other additional compensation, when recovery costs are greater than this amount, in line with articles L.441-6 and following of the French Commercial Code) which are automatically applicable.

Article 3. Cancellation Clause

In the case of failure to pay 15 (fifteen) days after an official warning remains ineffective, the sale shall be deemed automatically cancelled, and may result in a right to the allocation of damages. FlexiModal shall be able to recollect its merchandise, as per the provisions for "retention of Title" (Article 4.).

Article 4. Retention of title

The Client agrees not to transfer or pledge the Products and not to carry out any other act of a legal nature likely to affect the ownership and enjoyment of any Product, on any grounds, until the price for the said Product has been cashed in full by FlexiModal. The Client will ensure that the identification of the Products is possible at all times. The Client agrees to ensure that FlexiModal's retention of title clause for the Products is applied to third parties in all circumstances, including in the case of claims, seizures or collective proceedings.

Article 5. Delivery Period

Periods for delivering orders are given for indicative purposes only and without guarantee. Disruptions to production, transport and dispatching, and work stoppages due to technical reasons, war, attack, strike, insufficient supply of raw material, faults with supply or delayed supply, or any other cause independent from the will of FlexiModal are considered as a case of force majeure, authorising a delay in the execution of orders. In these cases that are deemed to be force majeure, delays for delivery may not result in any penalty or indemnity, and neither can they be used as justification for the Client cancelling the order

Article 6. Delivery - Transfer of risks

Unless stipulated otherwise, the Products are delivered on an ex works basis (2010 Incoterms – International Chamber of Commerce) via their direct handover either to the Client, or to the designated haulier or service provider, departing from FlexiModal's premises or those of one of its service providers.

It is expressly agreed between the Parties that the Products are considered delivered in compliance with their technical specifications as described in the Order and in a satisfactory condition regarding their upkeep and packaging, and are operationally sound (hereafter referred to as the "Delivery"), when made available to the Client in the above-mentioned premises. In this event, FlexiModal will inform the Client of the availability of the Products, with a period of notice of ten (10) working days. The Client has a period of ten (10) working days as from this notification to arrange their collection.

The delivery is considered as having been made via the issuing of a simple notice of availability, with the Products being invoiced and warehoused at the Client's cost and risk.

The transfer of the risks concerning the loss and deterioration of the Products occurs the moment the Products leave FlexiModal's premises, stated in Article 1, with these Products travelling at the Client's risk, who may submit any complaints or claims to the haulier in the case of any partial loss or damage in accordance with the conditions stated in article L.133-4 of the French Commercial Code, sending a copy to FlexiModal at the same time.

Article 7. Warranties – Product returns

7.1. Product warranties

The warranty issued by FlexiModal only applies to latent defects affecting the Products which appear during a period of twenty-four (24) months following the delivery date.

Any request to replace or repair a Product outside the warranty period will be the subject of a specific quotation issued following a feasibility study by FlexiModal.

The warranty will not apply in the event of (i) a failure by the Client to pay for the Products, (ii) problems or defects resulting from normal wear and tear concerning the Products, (iii) abnormal use and/or use which does not comply with the GCS and/or the law and/or the intended purpose and/or the usage conditions for the Products, (iv) the modification, deterioration or alteration of the Products by the Client or any third party not approved by FlexiModal, (v) the combination of the Product with any item which has not been supplied or approved by FlexiModal, (vi) any work carried out by a third party not approved by FlexiModal for the performance of repairs and/or any other work concerning the Products, (vii) insufficient maintenance, incorrect maintenance or negligence by the Client, or (viii) force majeure.

7.2. Returning products under warranty

The Client may return the defective Product(s) in the event of any anomalies being noted at the time of delivery (excluding conformity defects) or any problems covered by the Product warranty mentioned in **Article 7.1**.

Any Product returns must be made during the warranty period, must be subject to a prior written request from the Client and must be accompanied by a copy of the invoice, the Product references (model and serial number) and a precise description of the problems.

The return of any Product by the Client to FlexiModal will be made on a DDP basis (2010 Incoterms – International Chamber of Commerce). Consequently, the Client will issue the Products packed (in their original packaging or any other packaging of an equivalent quality) to the haulier chosen and paid for by the Client. The Client will assume all shipment formalities and costs (including customs clearance where applicable), will be responsible for transport and will assume all risks concerning the loss or deterioration of the Products. The transfer of risks to FlexiModal takes place when FlexiModal takes possession of the Product.

Article 8. Liability exclusions

In all circumstances, the Client must undertake any required formalities vis-a-vis the relevant authorities to obtain the authorisation to operate or park the Product on the public highway.

FlexiModal will not be required to pay any compensation and may not be considered liable for damages of any nature, whether tangible or intangible, consequential or non-consequential, including financial losses or bodily injury, which may result from:

- Any abnormal usage or any usage which does not comply with the purpose for which the Product is intended;
- Any failure to comply with the assembly instructions supplied by FlexiModal;
- Any modifications to the Products or any combination of the Products with any equipment or vehicle not previously authorised by FlexiModal;
- Any non-compliance with the legal requirements of the country in which the Product is used;
- Any loss of approval concerning a vehicle to which the Product is attached;
- Any accident concerning the use of the Products;
- Force majeure circumstances in the terms of article 1218 of the French Civil Code or any causes with an external origin which could not reasonably be anticipated when concluding this contract.

In all cases, it is expressly agreed between the Parties that the total compensation, damages and interest, costs of any nature to be assumed by or paid by FlexiModal to the Client, taking all causes together, may not exceed an overall ceiling, taking all disputes and claims together, equivalent to the ex-tax Price actually received by FlexiModal for the Product concerned by the dispute in question.

Article 9. Force Majeure

In cases of force majeure as defined in the French Civil Code, the Parties' obligations vis-a-vis the Order will be suspended for the duration of the force majeure circumstances and will resume when the latter cease.

The late or non-fulfilment of an Order resulting from a case of force majeure may not be the subject of any claim. Should such an event occur, preventing FlexiModal from fulfilling its commitments, FlexiModal agrees to inform the Client of this as soon as possible.

The Parties are free to cancel the Order if the force majeure circumstances continue beyond a period of sixty (60) days as from the occurrence of the force majeure incident, with no possibility for either Party to seek any damages as a consequence.

Article 10. Intellectual property rights

The Client agrees that he will not seek to register any claim with any authority or administration concerning intellectual property rights regarding the Products, regarding FlexiModal's technology and know-how and/or regarding the distinctive signs and markings relating to the latter.

Article 11. Modifications to the GCS

FlexiModal reserves the right to modify the GCS at any time and without notice, with these modifications becoming applicable to all new Orders, even if linked in any way to a previous Order and invites the Client to fully familiarise himself with these whenever he places an Order.

Article 12. Subcontracting

Where applicable, FlexiModal may subcontract all or part of the fulfilment of its obligations to a third party and will inform the Client of the latter's identity upon request. FlexiModal is fully liable for the work assigned to its subcontractors and for compliance with the provisions of law number 75-1334 of December 31, 1975, concerning subcontracting.

Article 13. Non-renunciation clause

The fact that FlexiModal may choose not to avail itself of one of the rights and entitlements from which it benefits under the terms of the GCS may not be considered as a renunciation of its entitlement to avail itself of the said rights subsequently.

Article 14. Applicable law - Jurisdiction

Any dispute or litigation concerning the interpretation and performance of the Special Conditions of Sale is subject to French law. The Parties expressly exclude the provisions of the United Nations convention on contracts for the international sale of goods of April 11, 1980.

Should no amicable solution be forthcoming, the case will be heard by the Tribunal de Commerce (Commercial Court) of Rennes (FRANCE).