



GENERAL CONDITIONS OF TRADE APPLICABLE TO PROFESSIONALS FOR THE PRODUCTION AND SUPPLY OF INDUSTRIAL VISION EQUIPMENT

These general terms were drawn up by SYMOP. They codify the practices of the industrial vision profession in its dealings with clients. They comply with the rules of contract law and competition law and have been filed with the Office of Practice at the Registry of the Commercial Court in Paris.

They are governed by sales law when they apply to the supply of standard products or products whose characteristics are predetermined by the Supplier. They are governed by business contract law when they apply to the production of a product based on specifications or the delivery of a service.

I – GENERAL INFORMATION

In accordance with article L441-6 of the French Commercial Code, the Supplier's general terms constitute the basis for commercial negotiation. The Supplier cannot waive them in advance.

Any derogation from these general terms must be specifically accepted in writing by the Supplier. Except in case of specific agreement to the contrary, derogation from these general terms only applies to the contract for which it has been requested and accepted.

The fact that the Supplier does not invoke at a given time any one of the clauses of the general terms cannot be interpreted as constituting a waiver to invoke it subsequently.

Likewise, the nullity of any one of the clauses of these terms shall not affect the validity of the other clauses.

The Supplier reserves the right to modify the general terms, provided it informs the Client at least two months prior to their actual application.

II – ORDERS – CONTRACTUAL DOCUMENTS

II-1 The contractual documents

The following form part of the contract, in decreasing order of importance:

- the specific terms agreed by the parties,
- these general terms,
- the Supplier's documents adding to these general terms,
- the order confirmation issued by the Supplier
- the Client's order and, if applicable, its specifications and acceptance conditions
- the delivery slip
- the invoice.

The prices, information and characteristics featured in the catalogues, flyers, prospectuses, data sheets and other documents, are given for information purposes in these documents and cannot under any circumstances be considered as firm offers. The Supplier also reserves the right at any time and without notice to make modifications or improvements it deems necessary to any standard product without the Client being able to claim any damage whatsoever.

II -2 Orders

a) Ordering

The order must be placed in writing. The contract only becomes final following specific acceptance of the order by the Supplier. The order may be accepted by any written means.

Orders placed with the Supplier's agents or representatives, or taken by them, as well as those sent directly to the Supplier's offices, only bind the Supplier if it accepts them in writing.

b) Cancellation or modification of the order

The order constitutes the Client's irrevocable approval. It therefore cannot cancel it without specific, prior permission from the Supplier. In this case, the Client shall compensate the Supplier for all the direct or indirect consequences resulting from it and, in particular, the costs incurred in terms of specific equipment, study costs, labour expenses and supplies. In any case, the down-payments already paid shall not be refunded by the Supplier. Modifications and additions to the order, particularly regarding delivery lead times, quantities or products, require specific permission from the Supplier, which shall inform the Client of their conditions and consequences on the terms of sale.

III – STUDIES-PROJECTS - SPECIFICATIONS

III – 1. Studies and projects

The projects, studies and documents of any kind issued or sent by the Supplier always remain its full property: the Client acknowledges that the latter are the Supplier's industrial and intellectual property. They must be returned upon request. They cannot be disclosed or reproduced without its prior, written permission. In general, any reproduction or representation, even partial, by any means whatsoever, of any document belonging to the Supplier, performed without its written permission, is illegal and constitutes patent infringement or unfair competition.

Any transfer of intellectual property rights must be the subject of a separate contract between the Supplier and the Client.

If studies, performed at the Client's request, or documents supplied to the latter are not followed by product orders, the costs incurred shall be billed to it and the documents must be returned.

III – 2. Confidentiality

The parties reciprocally agree to a general duty of confidentiality regarding the information (documents on any medium whatsoever: discussion reports, plans, computer data transfers, etc...) shared in the course of preparing or fulfilling the contract. In general, the Client acknowledges that any confidential information whatsoever regarding the Supplier is solely disclosed to it in accordance with the agreement and for the sole purposes of enabling it to make its decision. However, this duty of confidentiality does not apply to information in the public domain at the time of the signing of the contract or of which the Client has already become aware in a legal manner.

III – 3 – Specifications for specific production

The Client has the duty and is liable to draw up specifications (including a plan, equipment, technical specifications) defining the characteristics of the service to be delivered. The Client is a competent professional in its specialist field and is solely liable for the intended use of the product to be produced. It must accurately and aptly define its needs and advise the Supplier on the means it must implement to meet these needs.

The specifications must be sufficiently precise, suited to the service and detailed. The Supplier cannot be held liable for an omission or error contained in the specifications supplied by the Client.

Any plans, studies and projects issued by the Supplier only constitute proposals, which cannot be considered as any participation in the design of the final product and for which it cannot be held liable. Accordingly, the plans require approval from the Client and must be returned to the Supplier, unless specifically specified, within 30 days.

IV - PRICES

IV – 1 Prices

Unless specifically agreed:

- the offers are valid for a limited period of one month.
- a down-payment of at least 30% of the amount of the order is payable for any significant order and for any order for supplies deemed to be special, regardless of the amount. This down-payment is paid in cash.
- the prices are given "ex works" (EXW – according to the Incoterms in force at the time of the signing of the contract) and never include packaging or transport, which always remain payable by the Client.

IV – 2. Price adjustment

In case of the occurrence of an event beyond its control that compromises the balance of the contract, the Supplier may adjust its prices according to the terms and conditions that must be predetermined by the parties in the specific terms (particularly in case of variation in the prices of raw materials, modification of customs duties, modification of exchange rates, changes to legislation).

Any modification of the contract by the Client may lead to the adjustment of the agreed prices.

IV – 3. Conditions for the opening of an account

Whenever an account is opened, this may result in the payment of a down-payment or payment in cash upon ordering.

The Supplier reserves the right to make the opening of the account dependent upon receiving accounting, financial and legal documents, and, if applicable, guarantees from the Client.

V – PAYMENT**V – 1. Terms of payment**

In accordance with article L441-6 of the French Commercial Code, as resulting from the French law on the modernization of the economy no. 2008-776 of August 4, 2008, known as the "LME", payments must be made, unless specifically stated otherwise, within 30 days of the billing date.

Any clause or request intended to set or obtain a term of payment exceeding this term of 30 days or the agreed term may be considered as wrongful in accordance with the definition given in article L 442-6- I 7° of the French Commercial Code, as resulting from the French law on the modernization of the economy no. 2008-776 of August 4, 2008 and is punishable, in particular, by a civil fine of up to two million euros.

The contractually-agreed payment dates cannot be unilaterally reassessed by the Client on any grounds whatsoever, including in case of litigation. No discounts are applied to early payments, unless specifically agreed. In case of payment by bill of exchange, acceptance is required within seven days of sending, which is the standard term in accordance with the provisions of article L511-15 of the French Commercial Code.

V – 2. Late payment

According to Article L441-6, § 12, of the French Commercial Code, as amended by the Act N°2012-387 dated March 22, 2012, transposing the Directive 2011/7/EU, any delayed payment makes automatically applicable, from the first day after the payment date mentioned on the invoice :

1/ Late payment penalties.

The late payment penalties shall be determined by application of the refinancing rate of the European Central Bank, increased by ten points.

2/ A fixed compensation of 40 Euros for the recovery costs.

This fixed sum is due by the application of a provision of the Act dated March 22, 2012, applicable from the 1st of January 2013. Its amount is determined by the Article D441-5 of the French Commercial Code.

According to the aforementioned Article L441-6, when the recovery costs incurred are exceeding this fixed compensation, the Supplier is also entitled to obtain a justified additional compensation.

The issuing of a trade bill does not result in novation. Consequently, the original debt remains with all the relevant guarantees [including retention of title] until the aforementioned trade bill has actually been paid.

V – 3 – Modification of the Client's situation

In case of deterioration in the Client's situation revealed in financial reports and/or demonstrated by late payments or when its financial position appreciably differs from the data provided, deliveries shall only be made in return for immediate payment.

In case of sale, transfer, pledging or capital contribution of its business, or a significant part of its assets or equipment by the Client, as in the case of non-compliance with the terms of payment or in the event that the bill of exchange is not returned, accepted, within a fortnight, the Supplier reserves the right, without notice:

- to pronounce the forfeiture of the term and, consequently, the immediate payability of the sums outstanding on any grounds whatsoever
- to suspend any deliveries or any services
- to note, firstly, the termination of all the ongoing contracts and, secondly, to retain the down-payments received and products in stock until the setting of any compensation.

The fact that the Supplier invokes one or other of these provisions does not prevent the implementation of the retention of title clause, nor the Supplier's right to request, as a penalty clause, lump-sum compensation.

VI - RETENTION OF TITLE

The Supplier retains ownership of the products supplied until actual payment of the full price, including the principal and incidental charges. Failure to pay any one of the instalments may result in the products being reclaimed. Nevertheless, as of delivery, the Client assumes the risks of loss or of damage to its products, as well as liability for any damage they may cause.

VII - DELIVERY**VII – 1. Terms of delivery**

Delivery is deemed to have been made as of the goods being made available at the Supplier's establishments.

The risks for the goods are transferred to the Client as soon as they are made available and for the entire length of the retention of title in favour of the Supplier.

The order cannot be cancelled on grounds of late delivery. In case of late delivery based on the lead times agreed by the parties: if special agreements set penalties, these cannot, under any circumstances, exceed 0.5% per week of lateness, with a combined maximum of 5% of the workshop or warehouse value of the equipment whose delivery is late.

A late-delivery penalty can only be implemented if the lateness is the exclusive fault of the Supplier and if it caused genuine prejudice. It cannot be applied if the client has not informed the Supplier of it in writing, upon ordering, and confirmed at the scheduled delivery time its intention to apply this penalty. These penalties constitute lump-sum damages in full discharge and exclude any other form of compensation.

Payments for supplies cannot be deferred or modified as a result of the penalties.

The Supplier is automatically released from any commitments relating to the delivery lead times if the terms of payment are not fulfilled by the Client or in the event of a case of force majeure as defined in article VIII.

VII – 2. Delivery lead times

The delivery lead times start from the date of definitive acceptance of the order by the Supplier, dependent on the payment, if applicable, of a down-payment. The starting point of these lead times is also dependent, if applicable, upon the acceptance of all the components or, if applicable, the acceptance of the preliminary project required to start fulfilling the contract.

The delivery lead times and lead times conveyed to the client are defined according to the schedule drawn up by the parties in the specifications.

In case of modification to the schedule by the Client, the Supplier shall be entitled to request additional payment for the changes and subsequent reorganisation. A new schedule shall be drawn up and the Client cannot claim any penalties from the Supplier in case of lateness as a result of its failure.

VII – 4. Export regulations

The products may contain technologies and software subject to laws on export regulations in the USA and the European Union as well as the laws of the country to which they are delivered or where they are used. The products cannot be sold, leased or transferred to users or countries subject to restrictions, or that would use them for the purposes of mass destruction or genocide.

VII - ACCEPTANCE

The Client must legally accept the products, acknowledging their compliance with the contract. Acceptance constitutes acknowledgement of the absence of apparent defects. This acceptance must be formally made in writing.

In any case, the nature and extent of the acceptance checks, tests and procedures must be specified in the contract.

Failing acceptance in the presence of both parties, the products shall be deemed to have been accepted in the event that:

- the Supplier has fulfilled its principal contractual duties, even in the event of minor reservations
- the Client has used the products specified in the contract

IX – FORCE MAJEURE

Neither of the parties may be held liable for its lateness or failure to fulfil one of the obligations incumbent upon it under the terms of the contract if this lateness or failure is the direct or indirect result of a case of force majeure, applicable in a broader sense than in French case law and including:

- occurrence of a natural disaster
- earthquakes, storms, fires, floods, etc.
- armed conflicts, wars, attacks
- labour disputes, total or partial strikes on the Supplier's or Client's premises
- labour disputes, total or partial strikes on the premises of suppliers, service providers, carriers, post office, public services, etc.
- mandatory injunctions by the public authorities (import bans, embargoes)
- occupational accidents, machine breakdown, explosions
- supplier shortages.

Each party shall inform the other party, as quickly as possible and by registered letter with acknowledgement of receipt, of the occurrence of a case of force majeure of which it becomes aware and which, in its opinion, is liable to affect the fulfilment of the contract.

X – CONTRACTUAL WARRANTY

The warranty exclusively consists of the repairing in our workshops or the replacement of defective parts as a result of a design defect or defect in materials, once this defect has been observed or accepted by the Supplier.

The contractual warranty is only valid for a delivery to Metropolitan France. No compensation may be claimed on any grounds whatsoever, such as any labour required for disassembly or reassembly, capital or operating costs, transport costs, accommodation and travel, personal accidents or incidents that

may occur. The Supplier agrees to warrant its products for a maximum of 12 months as of the date of delivery.

The warranty exclusively covers the original branded products or products marketed by the Supplier.

The warranty does not apply:

- to wearing parts
- in case of use of products other than the original products, or materials from another supplier
- in case of work, reconditioning or alterations by the Client or a third party without prior permission from the Supplier
- in case of negligence, lack of surveillance, incorrect assembly, use not complying with the technical characteristics given by the Supplier or a storage defect as a result of the Client.

Any warranty is also inapplicable in case of non-payment by the Client, and it cannot invoke it in order to suspend or defer its payments.

Under no circumstances may the fact that a part is changed on a whole extend the warranty period of this whole.

To be able to invoke the warranty, the Client must inform the Supplier in writing and within 48 hours of their occurrence of the defects that it attributes to the equipment and provide any evidence of their genuine existence.

Outside the warranty period, the supply of spare parts is not compulsory. If the client wants spare parts to be made available during a set period after the warranty period, the parties must specifically determine the relevant terms and conditions in the contract.

XI - LIABILITY

Definition of the supplier's liability:

The Supplier's liability is strictly limited, firstly, to compliance with the Client's requirements given in the specifications or the order accepted by the Supplier and, secondly, accepted practice.

Limitation of the supplier's liability:

The Supplier's liability is limited to direct material damage caused to the Client as a result of faults exclusively attributable to the Supplier in the fulfilment of the

contract. The Supplier is not liable to repair either the damages resulting from the faults of the client or third parties relating to the fulfilment of the contract, nor damage resulting from use by the client of technical documents, information or data issued by the Client or imposed by the latter. Under no circumstances may the Supplier be required to compensate for direct and/or indirect immaterial damage such as operating losses, loss of profits, loss of business, etc...

In any case, the Supplier's legal liability, except for bodily injury, fraud and gross negligence, cannot exceed the amount, excluding tax, of the sums received under the terms of the contract.

Waiver of liability

The Supplier's liability is waived:

- for defects resulting from the design produced by the Client
- for defects resulting from materials supplied by the Client
- for damage resulting from use of products other than the original products, or materials from another supplier
- in case of work, reconditioning or alterations by the Client or a third party without prior permission from the Supplier
- in case of negligence, lack of surveillance, incorrect assembly, use not complying with the technical characteristics given by the Supplier or a storage defect as a result of the Client.

The Client must periodically ensure, using appropriate comparative methods, the compliance of its measurement systems. Failing this, the Supplier cannot be held liable.

XII – COMPETENT JURISDICTION

Failing mutual agreement, the Courts with jurisdiction over the Supplier's Registered Head-Office shall, by specific agreement, be solely competent to rule on any litigation relating to the interpretation or fulfilment of the contract, even in case of the introduction of third parties or multiple defendants or provisions regarding the place of payment or delivery.

The contract is exclusively governed by French law. Any and all documents must be written in French. In case of differences in interpretation between a French text and a text in a foreign language, the French text shall prevail.