



CGTI PYLONES- GENERAL TERMS OF SALE

PREAMBULE

The offers of the CGTI Pylônes (hereafter called the "seller") regarding its products are valid for one month except for exemptions confirmed in writing. Additional supplies will form the subject of a new offer from the seller.

The seller and the buyer are bound by the sales contract, since the seller has expressed its acceptance of the buyer's order in writing. The acceptance of the order may also result from the actual shipment of the products.

All firm orders accepted by the seller imply that the buyer agrees to adhere to these General Terms of Sale, regardless of the clauses which might appear on its own general purchasing conditions.

Special conditions agreed between the buyer and the seller for a specific transaction and which might dispense with these General Terms of Sale are only opposable to the seller if they have been expressly accepted in writing by the latter.

All orders submitted by the buyer after a price offer from the seller must mention the offer number, the characteristics of the products, the references and possibly the colour and marking requested.

Any request for modifications or cancellation of the order made by the buyer may only be taken into consideration if it has reached the seller in writing before the procurement or order of special components or subcontracting for the production of the products under order and, in all cases, before production has started or, for available products, before the shipment has taken place; packaging must be considered as a start of performance.

The benefit of the order is personal to the buyer and may not be assigned to a third party, without the seller's prior written agreement.

The information in the catalogues, brochures, leaflets and lists is given for information only and does not bind the seller who reserves the right to make any changes to them.

The seller retains the entire intellectual property of all projects, studies and more generally of any documents sent to its clients: they may not be copied, transmitted, performed or used in any way whatsoever without its prior written permission.

1. PRICES

The sending of prices to the buyer does not constitute a firm offer.

Unless it is stipulated to the contrary, the prices are in Euro excluding taxes.

Any modification of the tax system directly or indirectly affecting the products sold will lead to a corresponding modification in their invoicing.

2. TERMS OF DELIVERY

Unless it is stipulated to the contrary, the products delivered are sold in metropolitan France "ex-works" in accordance with the Incoterms of the International Chamber of Commerce (1990).

3. TERMS OF PAYMENT

Unless it is specially stipulated in writing or in the case of public contracts, the Products are payable at 30 days end of month. For the first order, delivery will be made after receipt of payment.

The payment of any sum due under the order will be made net of all deductions, charges or commissions..

Any late payment of an invoice when due will legally entitle the seller to invoice, without formal notice, penalty interests at the legal

rate increased by + 3% per year. This penalty will be applied without prejudice to the seller's other rights resulting from this lateness. The seller will notably have the option of cancelling, 48 hours after formal notice by registered letter with acknowledgement of receipt has remained without effect, all the sales concluded with the buyer and not yet paid for and/or to suspend or cancel the performance of the contract or orders in progress and to demand the cash payment, before shipment, for all new products regardless of the conditions previously agreed for the supply of these products and the payment of the expenses already incurred on the contracts and orders in progress.

In the event of non-collection of the products by the buyer within the agreed deadline, or in the event of changes in the buyer's situation such as, notably the sale or transfer of all or part of its business, death, incapacity, difficulties with or suspension of payments, liquidation, legal settlement, bankruptcy, temporary suspension of proceedings, breaking up or modification in the legal status, even after partial performance of the contracts or orders, the order will be legally cancelled with an option for the seller to claim damages, where applicable, and/or the option of demanding the performance of the order if it considers that this is preferable and/or the payment of the expenses already incurred on the contracts and orders in progress.

4. QUALITY ASSURANCE

Compliance with the specifications means compliance with the product specifications as defined by the seller. Furthermore, the seller reserves the right to make any modifications which it considers useful for the production and the design aspect of the products, provided these modifications do not harm the quality criteria of the products.

5. GUARANTEE

Unless stipulated to the contrary, the orders are performed in accordance with the standards in force and with the customary tolerances for normal qualities and without regard for the special use for which the buyer intends them. The buyer must immediately check the quantity, weight, dimensions and quality of the products which are delivered to it. The products are guaranteed against material and production defects for twelve months with effect from their supply, without prejudice to the legal guarantee against all the consequences of the hidden defects of the sold object. During this period of guarantee, any claim must be formulated in writing sent by registered letter with acknowledgement of receipt at the latest within a one-month period after discovery of the defects.

The seller is only bound to repair or replace free of charge, or reimburse the products acknowledged to be defective without any other compensation at the discretion of the seller, and in its stores, while it is agreed that the replaced defective products remain the property of the seller. Defects resulting from a storage, assembly, installation or use of the products in abnormal conditions or in conditions which do not comply with the rules of the art or damage and accidents resulting from negligence, deficiencies in material handling, supervision, or maintenance are excluded from all guarantees. Furthermore, this guarantee will end if the buyer itself carries out repairs to or modifications on the sold products or has them carried out by a third party who is not approved by the seller.

The following are excluded from this guarantee: (i) appearance defects which do not harm the proper operation of the product and any phenomenon noted on the Product which does not raise doubts about its durability (notably vibrations due to climatic and atmospheric conditions), while it is agreed that for pylons, the guarantee in the sense of this article only covers the mechanical part relative to the basic structure of the construction excluding consequently from this guarantee all damages resulting from the phenomena related to the radio function of the said construction and (ii) the direct or indirect effects of lightning on the delivered

products. Moreover, the guarantee only applies in the conditions of maintenance recommended by the seller and/or the rules of the art.

The guarantee for visible defects or non-conformity in relation to the order will only come into play in the conditions laid down in the article entitled "Acceptance" below.

The repair of used products is not accompanied by any guarantee.

For repairs carried out in the warehousing area, the travel and accommodation expenses of the seller's agents or representatives at the prices in force are payable by the buyer.

6. LIABILITY

The seller's liability, for any reason whatsoever, may not exceed 90% of the sum of the payments received for a given order up to the limit of 75,000 € (seventy five thousand Euro). However, the costs incurred by the seller to repair or replace products acknowledged to be defective in accordance with the above guarantee are excluded from the upper limit laid down in this paragraph.

The seller will in no case be liable for the intangible or indirect losses or damages resulting from the products (such as notably, loss of earnings, loss of use or revenue for the buyer, third party claims, etc.)

7. RETURNS

Any return of a product must receive the seller's prior written agreement. The costs and risks of return will be without exception at the buyer's expense.

If the seller agrees to take back goods, this will lead to the preparation of a credit note for the buyer, after checking the quantities of the returned products.

8. SAFETY

Except for express, special stipulation, the seller only guarantees the product's aptitude for the purpose for which it has been designed and not the use for which the buyer might intend it.

The buyer must strictly and imperatively adhere to the laws, regulations and prescriptions applicable to the products and to their installation and must take the customary precautions for their use. He is notably responsible for all physical accidents and material damage resulting from a defect of installation, use, manipulation or maintenance.

9. ACCEPTANCE

The acceptance of the products by the buyer eliminates any claim by it for visible defects or for non-conformity in relation to the order, except for reservations expressed in a registered letter within three (3) days of the date of acceptance mentioned in the shipment notification.

It will be up to the buyer to supply all the proof regarding the reality of the defects or anomalies contested. It must allow the seller every facility to record the defects and remedy them. It shall refrain from taking action itself or bringing in a third party to take action for this purpose.

The products are only tested for acceptance in the seller's factory at the express demand of the buyer and according to the terms agreed at the time of the order. The corresponding expenses and notably the fees for the work and the report are at the buyer's expense.

The use of the products is equivalent to an actual acceptance by the buyer.

10. DELIVERY TIMES

The delivery times indicated by the seller are from the date of the acknowledgement of receipt of the order or for contracts stipulating the payment of a deposit, from receipt of the banking notification of the buyer's payment of the said deposit. Except for express agreement, these deadlines are given for information only and are

according to the order of arrival of the orders, availability and transport possibilities; if they are overrun, this cannot lead to either the cancellation of the order or compensation. Even in the case of formal acceptance by the seller of deadlines which, if overrun, will lead to penalties, supplies can be suspended or delayed, without compensation owed by the seller, if the conditions of payment are not observed by the buyer or if information to be supplied by the latter has not reached the seller in good time.

11. FORCE MAJEURE

The seller is not responsible for the lateness or absence of delivery due to an event beyond its control preventing either the production or the shipment, or the delivery of products.

So, war, strikes, epidemics, total or partial transport stoppages, shortage of raw materials, obstacles resulting from orders by the authorities in terms of imports, exchange or internal economic regulations, all causes of incidents and accidents leading to the unemployment of all or part of the factories, and generally, all fortuitous events or events of force majeure, legally authorise the suspension of the contracts in progress or their late performance, without compensation or damages.

12. TITLE RESERVATION CLAUSE

The products sold, remain the property of the seller, until full payment has been made and may be claimed back while they remain individualised. The buyer agrees to individualise them until full payment has been made and to ensure that they remain totally identifiable. Failing payment by the buyer of a single part of the price on the agreed due dates and forty-eight hours (48) after formal notice sent by registered letter has remained without effect, the seller will have the option of cancelling the sale, without further consideration.

The buyer will bear all the risks which the products might cause or suffer after their delivery and make all arrangements to protect the title rights of the buyer.

All the costs of returns, such as, notably, expenses of returns for repairs, will be borne by the buyer, without prejudice to the claims which might be incurred by the seller.

The seller reserves the right to immediately take back itself or through an agent appointed by it for this purpose, the products which are the subject of the sale. If the buyer refuses to give back the products, the seller will be able to regain the products sold through a temporary injunction from the President of the EVREUX Commercial Court which is competent to settle any dispute between the parties resulting from this contract.

In the event of legal settlement or liquidation of the buyer's assets, claims for products remaining to be paid for can be exercised within a 3-month period with effect from the publication opening the special proceedings.

13. PENALTY CLAUSE

If the recovery of the debt incurs costs and expenses for the seller related to the recovery procedure, these costs and expenses will be payable by the buyer and the sums remaining owed by the buyer will be marked up with late payment penalties of 10% to cover the costs of litigation.

14. POWER OF JURISDICTION

In the event of a dispute, only French law is applicable and the EVREUX Commercial court is sole competent regardless of the terms of sale and the method of payment agreed, even in the event of third party proceedings or co-defenders or co-claimants. Instalments or acceptance of payments from the seller cannot bring about either novation or derogation to this power of jurisdiction clause.