

## 1- Validity of the quotation

Unless previously amended or withdrawn, HARDOUIN's quotation is open for the Buyer's acceptance for the period stated therein or where no period is stated, for 1 month after the date thereof.

## 2- Order

All equipment is sold after the acceptance of the order by HARDOUIN. The order includes any other document listed in the order, such as, but not limited to layout plan, Instruction of Use Manual, shipment and storage Instructions, etc... and HARDOUIN is bound, as the case may be, either (i) after written acknowledgment of the order from by HARDOUIN or (ii) after the acceptance of HARDOUIN's quotation by the Buyer without any variation. HARDOUIN is bound by oral statements of its salesmen only if they are confirmed in writing in its quotation. By placing the order, the Buyer acknowledges that it is aware of these general conditions of sale and declares its acceptance thereof. Any conditions or stipulations in or attached to the Buyer's form of order which are inconsistent with HARDOUIN's quotation and general conditions of sale or which purport to add to them or modify them in any way whatsoever shall have no effect unless expressly accepted by HARDOUIN . With the exception of any written and express agreement to the contrary, any other condition, particularly in its own general conditions of purchase, which could be stipulated by the Buyer shall be inapplicable, whenever said conditions come to its attention and even if HARDOUIN has not expressed its disagreement. In the absence of such acceptance by HARDOUIN the Buyer shall be deemed to have withdrawn or waived its conditions or stipulations and to contract solely on the basis of and under the conditions of sale of HARDOUIN's quotation.

## 3- Equipment

HARDOUIN's equipment subject to the GCS consists of shellfish grading machines intended for oyster and shellfish farmers. The equipment is described and drawn for each project quoted by HARDOUIN and ordered by the Buyer

## 4- Excusable events

HARDOUIN will not be liable to the Buyer for any delays in or failure of performance due to causes likely to stop the manufacturing or hinder the normal fulfillment of the order due to events that it cannot overcome in spite of reasonable diligence, such as, but not limited to, natural catastrophes (whether or not officially acknowledged), transportation troubles, loading or unloading , problems related to customs or more generally to authorities intervening during the production, strikes affecting the production, the transport, the loading or the unloading etc...As a result, the Buyer shall not be entitled to claim cancellation of its order, price discount or any compensation whatsoever.

## 5- Price and payment

No rebate or discount is granted on the quoted price. The price is to be understood for a Full Container Load (FCL) or for a Less than Container Load (LCL). The price is quoted, according to the referred ICC Incoterms® mentioned in the order. Except otherwise stated in the order, invoices are due for immediate payment and the price is quoted in euros. Payment shall be made in the quoted currency, by Swift. Payment conditions are set forth in the order. If not, a 40% minimum lump sum is required upon the order and the balance before the shipment. Letter of credit could be required by HARDOUIN for further orders should HARDOUIN suffer past default in payment with the Client. In this case, the model of Letter of credit shall be passed on to HARDOUIN for prior acceptance. The price is exclusive of VAT or any purchase tax in effect in the destination country. In case of late payment, HARDOUIN shall be entitled to apply late

payment penalties equivalent to the interest rate applied by the European Central Bank to its most recent main refinancing operation, plus 10 points, for each delayed month that has begun, from the date of payment due. Any dispute on the payment or the delivery shall not entitle the Buyer to stop the payment.

## 6 - Reservation of ownership

The equipment shall remain in HARDOUIN until the equipment is paid, this not preventing the risks of loss, deterioration or theft of the equipment to pass on the Buyer in accordance with the applicable Incoterm® as per the contractual documents.

## 7- Delivery

According to the Incoterms, the delivery of the equipment is legally performed at the place and at the time of the transfer of risks of the equipment. Incoterms are to be interpreted pursuant to the last issue of the Incoterms® published by the International Chamber of Commerce at the time of quotation.

## 8 -Delivery dates

When HARDOUIN quotes shipment date or arrival date, it is only for information purposes. HARDOUIN undertakes to make every effort to adhere to estimated delivery dates, but HARDOUIN is not responsible for the vessel's delay and does not accept any liability for direct or indirect losses which may arise for any reason whatsoever due to failure to adhere to such delivery dates.

## 9 - Claims

Packing and equipment shall be examined by the Buyer or any independent surveyor of first class, at the place of embarking the equipment either (FOB, CIF, CFR, DAP, DDP) or at the place of loading the equipment (Ex Works) as per the contractual incoterm®. Whether the transport is at the Buyer's risks or not, the Buyer shall immediately notify the carrier and the insurer of any damage, with copy

to HARDOUIN, within 48 hours. No claim shall be admitted beyond this deadline. Any claim shall mention the references and dates of the order and delivery documents. Return of equipment shall not be done without the prior agreement of HARDOUIN in writing. The Buyer shall comply with the procedure of notification of claim to the insurer when it is forwarded by HARDOUIN. HARDOUIN shall be entitled but not obliged to arrange a contradictory technical appraisal with the carrier's, the Buyer's and HARDOUIN's experts and the parties agree to quickly nominate their experts to do so. **HARDOUIN disclaims any liability in case of damage of the shipment due to shipping container not completely full.**

## 10- Guarantee- Liability

**HARDOUIN guarantees the equipment to be free from defects in material and workmanship, in accordance with technical specifications and under normal use and service (12 hours per day). HARDOUIN's obligation, under this guarantee is limited to the replacement or at its option, to the repair at its factory of the equipment or any part thereof which is defective in material and workmanship and which within twenty four months after delivery to the original Buyer is returned to HARDOUIN, provided claims in writing within fifteen days after the defect has been discovered. All costs of shipping any defective parts to the Buyer's site and returning them to the Buyer shall be borne entirely by the Buyer. The guarantee does not apply to the equipment which has been repaired or altered by other than authorized representatives of HARDOUIN, which has been operated, maintained other than in strict accordance with the applicable manuals of instructions furnished by HARDOUIN. The guarantee does not apply to normal wear and tear. All other guarantees, whether express or implied or statutory are hereby**

excluded and disclaimed to the extent they exceed the guarantees expressly granted in this guarantee clause. No warranty is given by HARDOUIN for the compliance of the equipment with local regulations of the transit or destination countries. HARDOUIN's liability is limited to the sale price of the equipment, provided the corresponding invoice has been duly paid and in no event shall compensate direct or indirect loss.

## 11- Disputes

French law, including the 11 April 1980 Vienna convention (UN convention) related to the international sales of equipment, shall govern the orders. Should any dispute occur which could not be amicably settled, the commercial court of HARDOUIN's headquarters' place shall be competent. HARDOUIN will nevertheless be entitled to bring an action before the competent court of the Buyer or bring an arbitration case under the Rules of Conciliation and arbitration of the International Chamber of Commerce, 38, Cours Albert 1er 75008 Paris - FRANCE. In such a case, the dispute shall be settled by an arbitrator appointed in accordance with the said rules which form an integral part of the sales contract and are well known to the Parties. The arbitration shall take place in Paris. The award shall be final and binding on both parties who undertake to carry out immediately without raising any condition, exception or objection whatsoever especially in their own country.