GENERAL TERMS OF SALE AND DELIVERY
AUBERT & DUVAL

Article 1. GENERAL PROVISIONS

1.1 - The General Terms of Sale and Delivery ("GTSD") define the rights and obligations of AUBERT & DUVAL (the "Vendor") and of its customers (the "Buyer"), and apply to all contracts or orders (hereafter "Contract" or "Order") between the Vendor and a Buyer, (the "Parties"), for the sale of the Vendor's products and/or services (the "Products"), subject to particular amendments to the GTSD specifically negotiated and agreed upon in writing by the Parties within the framework of a specific Order. Unless so amended, the GTSD will govern the relationship between the Parties as to all matters within the scope of an Order. Thus, inconsistent provisions contained in a Buyer's document purporting to define general or particular terms of purchase or sale shall not be construed to amend, modify, supplement or supplant the GTSD, as any such inconsistent provision or term shall be deemed inapplicable to any Order by a Buyer for any of the Vendor's Products. In short, all such conflicts with such a Buyer's documents will be governed and resolved in accordance to the GTSD.

1.2 - The terms set forth in the GTSD are in addition to those applicable for other trades, in particular the SATS *, the SNEF **, the FIM *** or the SGFF ****.

Article 2. THE CONTRACT: OFFER AND ACCEPTANCE

2.1 - The Buyer is entirely responsible for matching its Order with the technical manual or specification describing a Product, its components, and all other specifications essential to the Products' manufacture and future intended utilization.

2.2 - Unless otherwise provided in an offer (an "Offer") by the Vendor for any of its Products, the Buyer must accept an Offer within thirty (30) calendar days of the date of its issuance. Thereafter, such Offer shall not bind the Vendor unless the latter expressly agrees otherwise in writing.

2.3 - An Offer is deemed made by the Vendor for the supply of an indivisible whole of various Products detailed therein.

2.4 - An Order binds the Vendor only if it accords with the Vendor's last Offer.

Article 3. JURISDICTION - APPLICABLE LAW

3.1 - Unless expressly agreed otherwise by the Parties, any litigation relating to sale and/or delivery by the Vendor, or other execution of an Order, including warranty claims and/or plurality of defendants, is within the exclusive jurisdiction of the Courts of Paris (France).

3.2 - All matters concerning an Order will be determined in accordance with French law, excluding provisions of French private international law.

Article 4. DELIVERY PERIODS

4.1 - Delivery periods do not begin to run before the Vendor accepts ("Acceptance") an Order. A delivery period begins to run as of the date when the last of the following occurs:

- Receipt by the Vendor of all information necessary for execution of an Order; and/or

- Receipt of an Order's installment payment; and/or

- For Products or parts thereof imported by the Vendor, notification of receipt by the Vendor of any required import and/or export license.

4.2 - In case the Buyer must approve a production schedule, a delivery period does not begin to run until the Vendor receives notice of such approval from the Buyer.

4.3 - If the Buyer is unable to take physical custody of the Products on the agreed upon delivery date, the Vendor will have the right to store the Products at the Buyer's expense, without modifying the terms of payment defined in Article 8 below. Storage expenses will equal twice the interest rate Euribor per month, as compensation for late payments and for safeguarding the Products.

Article 5. PLACE OF DELIVERY AND ASSUMPTION OF RISKS

5.1 - Unless otherwise stipulated with the Buyer when an Order is accepted, the Vendor will deliver the Products "FCA (Free Carrier) from our sites, packing costs being invoiced in addition"
(International Chamber of Commerce, Incoterms 2010).

5.2 - All risks of loss or damage to the Products are assumed by the Buyer from the moment they are placed at its disposal by the Vendor at the agreed upon place of delivery and within the time stipulated in the Order. From that moment on, as between the Vendor and the Buyer, the latter will bear the risks of delay, loss or damage caused, for example, by any carrier, whether or not related transportation of the Products has been arranged by the Vendor.

5.3 - In the absence of instructions as to the place of delivery, or in case of impossibility of dispatching the Products for reasons independent of the Vendor's will, delivery will be deemed to occur upon notice of the Product's availability, the Products thereupon being at the Buyer's disposal in the Vendor's buildings, with all risks of loss or damage bearing on the Buyer, and the Vendor reserving the possibility of invoicing storage expenses.

5.4 Unless otherwise requested by the Buyer, the Vendor will select the means of transport considered most convenient and economically sound for dispatching the Products on behalf of the Buyer, without any kind of responsibility being incurred by the Vendor as a result thereof.

Article 6. DELAY OF DELIVERY

6.1 - Delivery dates may be extended for any cause beyond the Vendor's control making it impossible to meet contractual performance deadlines. Examples of such causes beyond the Vendor's control include events such as labor strikes, embargoes, accidental injuries, tool malfunctions, riots, wars, fires, natural disasters, and other events of a similar nature such as bad weather, supply difficulties, accidental production stoppages, unforeseeable market trends, and so on. It is expressly agreed that no such force majeure event beyond either Party's control may relieve the Buyer from its primary obligation to make timely payments to the Vendor in accordance with the Contract.

6.2 - Unless expressly agreed otherwise by the Parties, the phrase "delay penalty", or other similar phrase, shall mean the compensation owed by the Vendor as liquidated damages for harm to the Buyer caused by a delay of delivery. If the Parties agree upon a delay penalties clause, such clause shall not apply to the related and entire Order but only to the Products affected by a delivery delay.

6.3 - A delay penalty clause included in an Order shall always apply: only to a delay exclusively attributable to the Vendor or its subcontractors; only after prior written notice by the Buyer; and only after the expiration of a fifteen (15) calendar days grace period, beyond the contractual delivery date, within which such a delay penalties clause shall be inapplicable. The maximum of any such penalty for delayed delivery of Products shall never exceed five percent (5%) of said Products' Order price, before taxes. Moreover, any such delay penalty clauses shall always be deemed Buyer's sole and exclusive remedy in respect of said delay and to exclude any other compensation of whatsoever kind and on whatsoever legal ground.

6.4 - In no circumstance shall a delay of delivery be deemed to justify the termination or cancellation of an Order.

Article 7. PRICE

7.1 - Prices are always stated as net amounts, excluding taxes and any other charge, for unpacked Products placed at the Buyer's disposal on the Vendor's premises. All costs of packing, handling, shipping, (whether surface, maritime or air), placing on board, insuring, etc., will be invoiced in addition. The Buyer will pay for all rights, taxes and other official charges, as well as the duties and expenses for customs formalities for export and import of Products and, if necessary, transit abroad. The Buyer will advance to the Vendor whatever part of said costs, charges or expenses the latter may be required to pay, so that the amount paid to and retained by the Vendor is the price net of taxes. The taxes due at the time of invoicing are invoiced and payable in full at the time of delivery. To take advantage of provisions suspending the payment of taxes, the Buyer may have to provide the Vendor with the export documents officially required at the time it places its Order. Late submission of said documents shall not be used by the Buyer to withhold payment of invoices in accordance with the Contract, including taxes, whether in whole or in part. Refund of exonerated taxes and accounting revisions will occur only after receipt of such documents.

7.2 - Unless otherwise stipulated in the terms of acceptance of an Order, quoted prices always mean "FCA (Free Carrier) from our sites, packing costs being invoiced in addition", in accordance with the Incoterms 2010 of the International Chamber of Commerce.

7.3 - The Buyer is responsible for paying any increase in the cost of rights, taxes, levies and stamps occurring after placement of the Order, even if said change purports to discharge in whole or in part the Buyer of any More generally and notwithstanding anything to the contrary, the Order Price and/or the schedule of work included in the Order shall be adjusted as a result of an increase or decrease in costs or / and of extension or reduction of the time schedule due to the execution of any new law or regulation or of any change in existing laws and regulations which occur after the bid due date or change in the interpretation of any applicable law or regulation of any governmental or other authority having jurisdiction.
More generally and notwithstanding anything to the contrary, the Order Price and/or the schedule of work included in the Order shall be adjusted as a result of an increase or decrease in costs or / and of extension or reduction of the time schedule due to the execution of any new law or regulation or of any change in existing laws and regulations which occur after the bid due date or change in the interpretation of any applicable law or regulation of any governmental or other authority having jurisdiction.

7.4 - Unless otherwise stipulated in the Order, prices are subject to adjustment by the Vendor so as to take into account unforeseeable variations, for instance in the costs of materials, energy and labor occurring between the date of the last Offer and the contractual delivery date. The Buyer hereby recognizes and acknowledges this fact, and that such price adjustments are valid without its prior agreement. Nevertheless and insofar as possible, the Vendor will, within a reasonable time, inform the Buyer of its intent to make such adjustments before they become effective, giving the Buyer all reasonable information in its possession concerning the need for, and methods used, in computing them.

7.5 - Nevertheless, in the event of supervening events, unforeseeable or unforeseen by the Parties on the day of the last Offer or of the Order, which upset the economic bases of the Contract to the Vendor's prejudice, the most diligent Party will without delay make a formal request for revision of Order(s) affected by said events and of such a nature that the Parties will in good faith agree as soon as possible to adjust the price or the schedule of delivery or, if necessary, the elements in the formula for indexing the price, in order to put the Parties in a position of equilibrium similar to that existing when they entered into their Contract. If the Parties are unable to reach a friendly agreement within thirty (30) calendar days following a request to adapt the price or economic terms of the Contract, each Party will have the right to terminate the Contract, by registered letter giving seven (7) days notice of said termination, without compensation to either Party other than sums due to the Vendor in accordance with Article 18.4 below.

Article 8. PAYMENT

8.1 - Unless expressly specified otherwise in the Offer, prices are payable net, no later than thirty (30) days of the invoice issuance date. The discount rate for prepayment shall in no case exceed 0.08 % per month.

8.2 - The Vendor reserves the possibility of assigning its receivables to a collection or factoring agency.

8.3 – Within the framework of financing its activity, the Vendor reserves the option of assigning commercial receivables to an ad hoc institution (e.g. bank, financial institution…) without any modification of current dealings or any change concerning the management or the achievement of the Buyer orders. The settling of aforementioned receivables is made whether through the Vendor or directly through the ad hoc institution to the extent the Buyer will be regularly notified by the ad hoc institution.

8.4 - The mode of payment and of possible installments shall be expressly agreed upon in the Contract.

8.5 - The Vendor reserves the right, under all circumstances, to demand that the Buyer pay by transfer or bill of exchange. The Vendor accepts payments by promissory note (French Commercial Law L512-8).

8.6 - The Vendor reserves the right to demand payment by check upon delivery of the Products if the Buyer's account is in arrears or if the Buyer presents a risk of insolvency.

8.7 - Non-payment of a fraction of the price when due, or non-observance of any payment's due date, shall trigger the Vendor's right to demand immediate payment of all sums then still due, (bills of exchange included), and to retain installments held by the Vendor as well as tools and other items in the Vendor's custody, until full payment of all sums due.

8.8 - As compensation for the prejudice suffered as a result of said late payment(s), the Buyer will pay the Vendor without delay a sum equal to 3 times the legal rate of interest applied to the entire outstanding unpaid balance, such sum to be due upon the day following the invoice date of the late payment in question, without necessity of a reminder.

8.9 - Notwithstanding resort to the sanction provided for in 8.8 above, non-payment of an invoice when due, whether partial or in full and for whatever reason, entitles the Vendor to cease delivering Products and/or to stop all work, without notice or other formality. Such a decision, a matter of entitlement attributable to the Buyer, entails the right retroactively to cancel existing contracts, without affecting the Vendor's right to compensation, or possible damages together with interest.

Article 9. RESERVATION OF TITLE

9.1 - The transfer of title to delivered Products shall occur only after the Vendor receives full payment of the price and auxiliary charges, in accordance with French Commercial Law L624-16).
. This reservation of title does not prevent transfer to the Buyer, upon the Products' delivery, of all risks of loss and deterioration, as well as of damage they might occasion.

9.2 - If the Buyer fails to make a payment when due, the Vendor may reclaim specific Products, or all products of the same kind and quality held by the Buyer. In case the Vendor repossesses said Products, the Buyer will be credited with their price after deducting, on one hand, the costs of repossession and, on the other, their possible loss of value between the Contract and repossession dates.

9.3 - Before acquiring title to the Products, the Buyer may neither grant any security interest therein to a third party, nor transform or resell them, without the Vendor's prior written consent.

9.4 - The transfer of risks being effective as of delivery, the Buyer shall assist the Vendor in any action the latter may be required to take in order to protect its rights of ownership. The Buyer commits itself to ensuring the Products as of their delivery, with the Vendor as beneficiary, against all risks that they might encounter or cause. The Buyer commits itself, under all circumstances, to maintaining delivered Products in such a manner as to avoid any confusion about their ownership by the Vendor.

Article 10. GUARANTEE AND CIVIL LIABILITY

10.1 - The Vendor's responsibility is limited to delivering Products in conformity with the plans and technical manual agreed to by the Parties.

10.2 - The Vendor's responsibility shall in no case extend either to design or definition of components of the Products, as the Buyer shall, in any event, bear the entire responsibility for the industrial result of the Products, including responsibility for errors or omissions in technical specifications, criteria or standards. Unless expressly agreed otherwise in writing, all responsibility for choice of Products is incumbent upon the Buyer.

10.3 - In the event a Product is found defective, the Vendor shall be responsible only with for repair or replacement of that specific Product, pure and simple, by implementing logistical means as to which it shall be the sole judge, without any other form of recourse or compensation against the Vendor. Excluded from all guarantees are defects or damages resulting from storage or use of Products by the Buyer or its customers under conditions either anomalous or not in conformity with accepted norms. Any repair of a Product, including one found defective, done without the Vendor's prior consent, shall result in loss of all guarantees, as well as of any right of recourse against the Vendor. The guarantees defined above cover only repair or replacement of delivered Products found defective by the Vendor after return of said Products by the Buyer, and all charges for transport, packing, assembly, disassembly or other ancillary costs remain the Buyer's burden. The Vendor will not accept return of any Product without its prior written authorization.

10.4 - Under any hypothesis, the Vendor's maximum civil liability as to any given Order, for damage caused by delivered Products, is expressly limited to compensation not exceeding eight (8) times the invoiced net amount of such Products' materials, or in the case of Products which consist in provision of services, two (2) times such Products' invoiced net amount, the Buyer renouncing on its own account as well as that of its insurers any right to compensation beyond such sum, which is accepted as the financial limit of the Vendor's responsibility. In the event of periodic, partial deliveries of an Order, this limit of responsibility and financial compensation is understood to apply per calendar year, and that its stipulation is for the benefit of the Vendor, its managers, employees and guarantors, as well as its respective insurers and beneficiaries. In no case may the Vendor be held responsible for indirect or consequential damage ultimately suffered by the Buyer, including but not limited to loss of use, loss of product, loss of profit or business interruption.

10.5 - The Vendor is hereby and expressly exonerated from all contractual liability resulting from the Buyer's failure to timely provide all items the Vendor needs for proper execution of the Order, or from the Buyer providing the wrong items to the Vendor, thereby preventing execution of the Order as agreed. In such a case, the Parties will meet and discuss the terms of an addendum to the Order intended to rectify the situation, bearing in mind the need to modify the Order's price and/or delivery dates.

10.6 - Saved where a clause of guarantees or penalties would be mutually agreed upon at the time of the Order, the amount for repairs which the Buyer or any other person may demand from the Vendor for Products used in the nuclear field, (in zone irradiated), which are found to be defective after decontamination, will be calculated by excluding indirect losses, particularly commercial and financial losses, all expenses of decontamination, the added expenses for work in an irradiated zone, or prolongation of delivery dates owing to the nature of such work. The Buyer shall, in the final customer's stead, take charge of these expenses. The allegedly defective parts will be decontaminated before their return to the Vendor, the Buyer taking charge of the decontamination expenses, as aforesaid.

10.7 - The Vendor shall in no event be responsible to anyone for nuclear damage, wherever it may occur, and whether to persons or to material objects, allegedly caused by defective Products originating from the Vendor. The Buyer will take all necessary measures, within the legislative framework of the country where the Products may be installed, to ensure that no recourse may be pursued against the Vendor for any such damage. In the event such recourse is sought against the Vendor, the Buyer will hold the Vendor harmless, substituting itself for the Vendor to pay any sum, of whatever size, comprising principal together with interests and costs.

Article 11. QUANTITY - WEIGHT

11.1 - Except in case of agreement that price is based upon the number of articles, Products are sold based on weight and will be invoiced accordingly, regardless of quantity. No other method of measuring quantity shall be asserted by the Buyer or recognized by the Vendor.

11.2 - Whether delivery be measured in terms of weight, of length, or number of articles in bulk, the Vendor reserves the right to deliver a quantity reasonably deviating from what the Order specifies, such variance not to exceed a tolerance margin of approximately ten percent (10%).

Article 12. REACH

12.1 - Pursuant to REACH Regulation no.1907/2006, the Buyer undertakes to communicate to the Vendor, in writing, all the Utilizations contemplated by the Buyer itself, identified by its own clients or, as the case may be, by Downstream Users. To this end, the Buyer shall provide at least a brief general description of each utilization, so as to contribute to the preparation of any Registration application and Safety Data Sheets. Should the Vendor fail to do so, the Vendor shall not be held liable, on any grounds whatsoever, for not taking into account a given Utilization in view of such Registration or of the preparation of Safety Data Sheets.

12.2 - The Vendor handles, or will handle, the process of Pre-registering and/or Registering the Substances contained in or composing the Product it produces or the goods it imports with the European Chemicals Agency, taking into account the Utilizations identified by the Buyer and communicated to the Vendor.

12.3 - The Vendor shall make its best effort to ensure, within the limit of its REACH obligations, that the Substances contained in or composing the Product produced or the goods imported by its own suppliers are or will be Pre-registered and/or Registered by its own suppliers within the required time periods, and taking into account the Utilizations identified by the Buyer. In any event, the Buyer may not, in any event, seek to hold the Vendor liable for any failure by its suppliers to fulfill their obligations under the REACH regulation which may cause the Vendor to be temporarily or permanently incapable of supplying the Products.

12.4 - If a Substance contained in or composing the Product sold becomes subsequently subject to an Authorization or Restriction, the Vendor shall so inform the Buyer. The Vendor and the Buyer shall come together as quickly as possible to analyze the availability of replacement solutions, to examine any risks they entail as well as their technical and economic feasibility, and to contemplate what future consequences this should have on the contract (whether to continue its performance, whether the client will be able to continue the Utilization). In any event, the inability to continue performing the contract, whether temporarily or permanently, due to a Restriction or absence of Authorization of the Substances contained in or composing the Product produced or the goods imported by the Vendor or by one of its own suppliers, shall be deemed an event of force majeure.

12.5 - The capitalized terms referred to above shall have the meaning ascribed to them by REACH or by the present GTSD.

Article 13. QUALITY - RECEIPT - RETURN - COMPLAINT

13.1 - The Buyer shall be presumed to have taken delivery of the Products within fifteen (15) days of the initially agreed upon delivery date. Thereafter, in accordance with article 1642 of the French Civil Code, the Buyer shall be presumed to have accepted the Products with all possible defects apparent therein.

13.2 - Any complaint must be addressed to the Vendor’s sales manager in charge of the Buyer’s Order, or to the person in charge of quality control at the factory that delivered the Products. Any Products returned by the Buyer must be addressed to the Vendor’s factory that delivered the Products. The Buyer shall bear all risks concerning the return of any Products until it finally arrives in the Vendor’s factory.

13.3 - Any claimed defect must be established by evidence. If the Products are found to be defective, the Vendor reserves the right to cure said defect(s) by any one of the three following modes: (a) by replacing the

defective Products in the Buyer's premises; (b) by repairing the defective Products in the Vendor's factories; or (c) by refunding the price invoiced and paid by the Buyer for the defective Products. If mode (b) or (c) is chosen, the replaced or refunded Products will, at the Vendor's discretion, once again become its property.

Article 14. TOOLS - PROTOTYPES

14.1 - If items are to be forged or stamped, the Buyer's participation in financing the expenses of design, creation, manufacture and development of the needed tools will be the subject of a separate preliminary order.

14.2 - The financial participation described in 14.1 above shall give the Buyer only the right to have such tools used by the Vendor in its own factories as needed for execution of the Buyer's Order. The Vendor keeps full ownership of these tools.

14.3 - Thus, tools created to meet the Buyer's needs shall in all circumstances physically remain inalienable in the Vendor's premises, and may neither be seized by, nor transferred to, the Buyer. The Vendor may, without prior notice, convert these tools to scrap metal if more than two years elapse without receiving a new Order of sufficient importance to justify maintaining their setup.

14.4 - The Vendor makes no promise that tools provided by the Buyer will be used for any specific duration. Moreover, the Buyer shall bear the expenses of modifying said tools as the Vendor may deem necessary for proper execution of the Order. The Buyer will replace the tools at the Vendor's request whenever necessary.

14.5 - The Buyer will hold the Vendor harmless against the consequences of any legal action alleging that manufacture of an item infringes a private right, such as one based on patent, copyright or trademark.

14.6 - Unless expressly agreed otherwise by the Parties, neither the receipt of payments by the Vendor, nor the delivery of tools, or prototypes, or information relating thereto, by the Vendor to the Buyer, shall be deemed to affect the Vendor's rights of intellectual property. In this regard, the Vendor shall not be deemed to have relinquished its right to bring counterfeiting and/or infringement proceedings against the Buyer, its customers and its subcontractors, for keeping, repairing, or using tools, prototypes and information concerning the Products delivered by the Vendor to the Buyer in accordance with the Order.

14.7 - The Buyer commits itself to take all measures needed to prevent infringement, whether directly or by third parties, of the Vendor's intellectual property rights in the tools, prototypes and information relating thereto, and to affix such markings as may be specified by the Vendor for its tools, prototypes, samples and documents, to the exclusion of any other marking including its own.

Article 15. RIGHT OF ACCESS TO THE VENDOR'S PREMISES

15.1 - The Buyer may visit the Vendor's premises only upon terms set by the Vendor. No visit shall be allowed without a prior written request by the Buyer addressed to the Vendor giving at least one month's advance notice of such a visit.

15.2 - Any such visit may be made only to verify proper execution of the Buyer's Order, as limited by the need to protect the Vendor's know-how and trade secrets as well as the rights of third parties. The costs to the Vendor for such visits shall not exceed what is reasonable within the framework of the Parties' Contract.

Article 16. SUBCONTRACTING

The Vendor reserves the right to entrust the whole or any part of an Order to one or more subcontractors which it may select at its discretion.

Article 17. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

17.1 - All documents provided by the Vendor such as offers, quality plans, schedule of conditions, qualification dossiers, and all documents produced by the Vendor remain the Vendor's intellectual property and may not be transmitted to, or otherwise shared with, third parties without the Vendor prior written consent.

17.2 - All data contained in the certificates of control and conformity, delivered separately, are provided exclusively to establish the conformity of the delivered Products. Any result of statistical analysis, whoever may be its author, based upon said data, remains the Vendor's property and may not be transmitted to a third party.

17.3 - The Buyer shall indemnify and hold the Vendor harmless against all claims of third parties concerning intellectual property rights to components the Buyer entrusts to the Vendor, or that the Vendor uses at the Buyer's request, within the framework of the Order, and commits itself to indemnifying the Vendor and taking responsibility for all consequences of such claims, including legal expenses and financial judgments. These guarantees, and their resulting obligations upon the Buyer, will continue in effect as long as the delivered Products continue to be used commercially or industrially.

17.4 - Unless expressly agreed otherwise by the Parties, the Vendor shall have and retain exclusive intellectual property rights to all "Results", (as hereafter defined), obtained by the Vendor prior to as well as during execution of the Order. The term "Results" includes, without limitation, results of studies, developments, and services obtained or provided in accordance with execution of the Order, such as all inventions, documents, software, materials (ingots, samples, outlines, prototypes, etc.), information, data and specific know-how, whether or not technical. The Buyer commits itself to taking all measures needed to prevent infringement, whether directly or by third parties, of the Vendor's intellectual property rights in said Results, and to affix such markings as may be specified by the Vendor upon such documents or materials comprising or included in said Results, to the exclusion of any other marking including its own.

17.5 - Unless expressly agreed otherwise by the Parties, delivery of Products shall not be deemed to convey to the Buyer any license to the Vendor's intellectual property rights. The Buyer commits itself to take all measures needed to prevent infringement, whether directly or by third parties, of the Vendor's intellectual property rights, and to affix such markings as may be specified by the Vendor upon documents and materials which refer to the Vendor's property, to the exclusion of any other marking including its own.

Article 18. CANCELLATION - TERMINATION

18.1 - A simple delay in delivery, nonobservance of a procedure, or any cause beyond the Vendor's reasonable control, such as one attributable to a third party, which makes it impossible for the Vendor to fulfill its contractual obligations, shall be deemed to justify neither a request for any sort of compensation, nor the cancellation or termination of all or part of an Order by the Buyer.

18.2 - The Vendor shall have the right to terminate the Contract if the Buyer is in bankruptcy or liquidation proceedings, or in the event a significant change occurs in the Buyer's legal circumstances undermining its solvency. However, termination of a Contract shall not reduce the Buyer's debts to the Vendor.

18.3 - If the Buyer, for its own reasons, unilaterally cancels or terminates all or part of an Order, it shall immediately pay to the Vendor financial compensation in an amount, as shown in the table below, which depends upon the date of such cancellation or termination relative to the delivery date specified in the Order. Said compensation is intended to cover damages related to production capacity reserved for the Order, the consequent loss of commercial opportunities, and administrative costs.

Table of Financial Compensation:

	Delivery date of the Order (in weeks)				
	<8	8 to <16	16 to <20	20 to <24	24 and >
Period of cancellation: (Running as of the date of the Order's receipt)					
< 2 weeks	20 %	15 %	10 %	10 %	10 %
≥ 2 to < 4 weeks	75 %	75 %	40 %	35 %	35 %
≥ 4 to < 8 weeks	85 %	85 %	75 %	55 %	45 %
≥ 8 to < 16 weeks			85 %	75 %	60 %
≥ 16 to < 20 weeks				85 %	75 %
≥ 20 to < 24 weeks					85 %

18.4 - Moreover, whatever may be the cause of termination of one or more Order(s), whether or not attributable to the Vendor, the Buyer is obligated to take delivery and pay for Products manufactured and stored, or in the course of manufacture, as of the date of termination and, upon presentation of supporting documents, without delay, to refund, compensate and indemnify the Vendor for any sums the latter is eventually required to pay its suppliers or subcontractors for any such termination. Any payment received by the Vendor for any such terminated Order, such as an installment, remains the Vendor's property and may under no circumstance be restituted to the Buyer or viewed as compensation by the latter.

* SATS: National trade union of the Companies of Application of Coatings and Surface treatments.

** SNEF: National trade union of Stamping and Forging mill

*** FIM: Federation of the Mechanical engineering industries

**** SGFF: General trade union of the Founders of France