

GENERAL TERMS AND CONDITIONS FOR TECHNICAL ASSISTANCE

I. SCOPE OF APPLICATION

These general terms and conditions for technical assistance, which may be amended or supplemented by specific terms and conditions, are the only conditions which shall govern contractual relations between ENERIA and the Customer regarding after-sales services requested by the latter and supplied by ENERIA's technical staff. They shall apply to all breakdowns, visits and repairs not covered by a specific maintenance contract.

II. METHODS FOR REQUESTING TECHNICAL ASSISTANCE

All requests for technical assistance must be confirmed in writing to ENERIA, no matter what form this written communication may take: letter, fax or electronic mail. However, in the event of emergency assistance, the signature of an employee or representative of the Customer shall be taken as a firm order.

III. SAFETY RULES

In accordance with the provisions of Articles R4511-1 and following of the Labor Code, the Customer must inform ENERIA employees of the safety rules in force in its establishment. With regard to the new equipment sold by ENERIA, technical assistance carried out by ENERIA employees shall comply with the safety rules set out in the documents supplied to the Customer upon delivery of the equipment. A representative of the Customer must be present throughout the technical assistance provided by ENERIA employees on the Customer's sites or premises.

IV. PRICES

a) Flat rate

The prices communicated at the time of the order and accepted by the Customer are subject to changes beyond the Supplier's control that may impact the overall price communicated, including changes in legislation or regulations, changes in the price of raw materials, exchange rate fluctuations, customs duties or taxes.

b) Variable rate

When the charge for the service is expressly declared to be at a variable rate, it will be established after the performance of the said service using the following criteria and excluding taxes:

- Invoicing of labour of the work done on site (i.e. number of hours worked on site multiplied by the ENERIA hourly rate in force, with each hour started counting as a full hour);
- Invoicing of travel time and preparation time at the ENERIA hourly rate in force;
- Invoicing of flat rate subsistence costs based on the total number of hours on the job (i.e. working time on site plus travel and preparation time), invoiced at the unit rate in force;
- Invoicing of exceptional subsistence costs, at their actual price;
- Invoicing of travel costs in terms of the number of kilometres travelled from the nearest ENERIA establishment to the site where work is to be carried out and back, at the rate per kilometer in force;

- Invoicing of expenses related to work carried out in exceptional circumstances related to transport, installation and logistics.
- Changes in legislation or regulations, changes in the price of raw materials, exchange rate fluctuations, customs duties or taxes

c) Possible charges for overtime

There shall be no additional charge for overtime during working days (Monday to Friday) and normal working hours (8 a.m. to 6 p.m.). Unless otherwise stipulated in the special conditions, in case ENERIA accepts, at the express Customer's request, that the work can be carried out outside these working days and hours, ENERIA's hourly rate in force shall be increased by 25% for hours worked from 6 p.m. to 10 p.m. and from 6 a.m. to 8 a.m. during working days; by 50% for night hours (from 10 p.m. to 6 a.m.) on working days, by 100% for hours worked on Saturdays during normal working hours, by 125% - on Saturdays for hours worked between 6 p.m. and 10 p.m. and between 6 a.m. and 8 a.m., by 150% - on Saturdays for night hours (from 10 p.m. to 6 a.m.) and by 200% - on Sundays and public holidays during normal working hours, by 225% - on Sundays and public holidays for hours worked from 6 p.m. to 10 p.m. and from 6 a.m. to 8 a.m., and by 250% - on Sundays and public holidays for night hours (from 10 p.m. to 6 a.m.).

V. PAYMENT TERMS

Unless provided otherwise in the specific terms and conditions, ENERIA's invoices are to be paid cash down immediately on the date of receipt of the invoice.

The charges shall not be considered to have been paid until the funds have actually been received.

In the event of late payment, the sums due shall fully and automatically bear interest at a rate equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operations increased by 10 percentage points, the amount of which may be charged to any sums owed by ENERIA to the Customer, for whatever reason. In no event shall the payment of such interest constitute a fixed agreed compensation for the loss suffered by ENERIA. In case of payment after the agreed date, and according to articles L. 441-10, II, and D441-5 of the French Commercial Code, the Customer shall pay to ENERIA a lump sum of 40 Euros for recovery costs.

Moreover, an additional compensation may be claimed upon presentation of receipts if recovery costs exceed the amount of the legal lump sum.

Any amount unpaid by the Customer at the end of the term may be compensated by ENERIA with any claim by the Customer, whatever the cause and even if it is not yet due. The compensation will be automatically done by simple notification to the Customer.

In case of non-performance by the Customer of one of its obligations, and in particular in the event of total or partial non-payment of one of its invoices, ENERIA will be justified to refuse to honor any subsequent order of the Customer.

VI. SALE OF PARTS

All spare parts sold during technical assistance carried out by ENERIA technical staff will be invoiced to the Customer in accordance with ENERIA's general terms and conditions of sale.

In particular, parts sold, despite having been delivered to the Customer, shall remain the property of ENERIA until full payment of the price by the Customer (articles 2367 and 2368 of the French Civil Code).

Any default in payment may give rise to a claim for the unpaid parts. However, the risks connected to the parts shall pass to the Customer on delivery.

VII. PROTECTION OF PERSONAL DATA

As part of its contractual relationship with the Customer, ENERIA undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable from May 25, 2018 (hereinafter "the General Data Protection Regulation (GDPR)"). ENERIA groups in its customer and marketing files personal data relating to its customers. These files have been declared to the Commission Nationale Informatique et Libertés (CNIL). Their main purpose is the management of contracts, invoicing and marketing operations carried out by ENERIA. Regarding personal information about him, the Customer has the right to oppose without charge to the use by ENERIA of this information for marketing operations as well as a right of access and rectification in the event where such information proves to be inaccurate, incomplete and/or out of date. The Customer may exercise the aforementioned rights with the ENERIA entity whose details appear on the invoice or at the following e-mail address: dpo@monnoyeur.com.

VIII. GUARANTEE ON REPAIRS AND PARTS

a) Scope and procedures

Repairs carried out by ENERIA shall be guaranteed for a period of three months from the date of the end of the repair work.

The duration of the parts guarantee is as follows:

- For parts and assembled components installed in C175 engines and series 3500 and 3600 engines used in locomotive applications: 12 months from the date the product is installed or 15 months from the date of sale to first user, the first reached.
- For the assembled parts and components installed in all other products and applications covered by this guarantee: 12 months from the date of sale to first user, or 1000 hours, the first reached.

Repair or replacement of parts which takes place in the context of the warranty shall not have the effect of extending the warranty period for the other components of the equipment.

The warranty covers only the costs of repair or replacement (labour and parts). Under no circumstances shall the immobilisation of the equipment, the time for repairs or exchange, transport costs, strip-down and reassembly costs or damage caused to neighbouring installations give rise to the payment of any indemnity by ENERIA to the Customer.

The warranty shall only be granted after examination of the defective parts or components returned to ENERIA. Any part which is acknowledged as being defective shall be replaced free of charge ex ENERIA's warehouses, or repaired in its workshops.

The choice between repair and replacement under the warranty, as well as the details for the performance of the various operations, shall be determined exclusively by ENERIA. Any equipment or part replaced pursuant to these provisions shall become the property of ENERIA.

b) Exclusions

The guarantee shall be rejected and ENERIA freed from any responsibility if:

- parts installed by ENERIA have been replaced by the Customer with parts from another supplier;
- the damage in respect of which the Customer is seeking to rely on the guarantee are due to negligence or to use of the equipment by the Customer which does not comply with the manufacturer's or ENERIA's recommendations;
- the Customer has refused to allow ENERIA to make what it considered necessary replacement of parts.

The guarantee shall not cover the costs of returning defective, repaired or replaced parts: those costs are to be borne by the Customer, as are ENERIA technical staff's travel and subsistence costs in the event of repair work done at the installation site.

The guarantee shall exclude any claims for damage arising from acts of God or *force majeure*, for all replacements or repair work resulting from normal wear and tear or the result of negligence, shortcomings in monitoring or maintenance, or use under conditions not complying with the manufacturer's or ENERIA's recommendations.

In the absence of ENERIA's specific written prior agreement, the guarantee shall be valid only on French soil.

IX. TREATMENT OF THE EQUIPMENT AFTER REPAIR

The equipment entrusted to ENERIA for repair must be taken back by the Customer within at most two weeks following the date that said equipment was made available after repair, which will be indicated to the Customer by ENERIA. Beyond, security costs may be invoiced to the Customer by ENERIA. After this period, and according to the law, any equipment not recovered after one year will become legally and irrevocably the property of ENERIA which will be able to dispose of it as it seems, or to make it sell by court decision at public auction.

X. LIABILITY

ENERIA undertakes to carry out its technical assistance through a qualified personnel possessing all required qualifications and habilitations in order to perform such works in accordance with regulations in force, contractual specifications and professional rules.

Except in the event of gross negligence or compensation for bodily injury, ENERIA's liability shall be limited, for all causes taken together, to the price of the repair or technical assistance carried out.

ENERIA shall not under any circumstances be liable for intangible loss and/or indirect loss which the Customer may claim for compensation, including in particular loss of production, operating losses or loss of profits, commercial loss.

XI. GOVERNING LAW - DISPUTES

The contractual relations between ENERIA and the Customer shall be governed by French law.

Any dispute or litigation concerning the technical assistance carried out by ENERIA shall be submitted to the Paris commercial court to which jurisdiction is hereby expressly attributed.