

I. SCOPE

According to the legal provisions in force, these general terms and conditions of sale, as they may be amended or completed by the specific terms and conditions of the order, shall be the sole terms and conditions governing the contractual relations between ENERIA and the Customer. They shall apply to all sales of equipment, accessories or spare parts, hereinafter referred to globally as "equipment", the Customer waiving the application of its own general purchase conditions. The acceptance of an order under these general terms and conditions shall be deemed to be fixed on the occurrence of one of the following events: signature of the order by the Customer, absence of observations by the Customer concerning these general terms and conditions within a period of eight days as of the date of proof of receipt of the order, start of performance of the order.

II. PRECONTRACTUAL INFORMATION

The technical information is given to the Customer for use of the equipment in accordance with its purpose and the needs of the Customer and are included in ENERIA's offer. It serves as pre-contractual information. Any specific use of the equipment must be brought to the attention of ENERIA.

III. PRICE

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.

Payment of the price means effective collection.

IV. TRANSFER OF PROPERTY AND RISKS

The equipment shall remain the property of ENERIA until full payment of the price by the Customer (articles 2367 and 2368 of the French Civil Code). **Failure to abide by any one of the payment dates may give rise to a claim for the unpaid equipment. However, the risks connected to the equipment shall pass to the Customer on delivery.** In the event of resale of the equipment before complete payment, the Customer will have to inform the third party purchaser of the existence of the clause of retention of property for the benefit of ENERIA, and he refrains from transforming the equipment or incorporate it into another property without the prior consent of ENERIA.

V. PAYMENT TERMS

Unless provided otherwise in the specific terms and conditions, the price is payable 8 days from the date of issue of the invoice..

Whenever the payment of the price is the subject of payment facilities in favour of the Customer, either at the time of the order or at a later date, it is agreed as follows:

- The Customer may not transfer ownership of this equipment, free of charge or for consideration, nor make said equipment the object of any security rights, nor remove the equipment from the country in which it has been installed;
- The Customer must insure the equipment against all risks of theft, destruction, or other risks and provide ENERIA with any corresponding certificate at its first demand;
- The Customer must take all necessary measures for the conservation of the equipment and ownership rights of ENERIA;
- The Customer accepts, at ENERIA's discretion, the constitution for the benefit of ENERIA of a pledge or a maritime mortgage in case of sale of marine engines. He undertakes to sign all the documents necessary for the constitution of these securities and to bear all the costs arising therefrom.

No early payment shall give rise to any discount.

In the event of failure to pay the entire price on the agreed date, or of any instalment in the event of payment by instalments, 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 amounts owed by ENERIA to the Customer in any capacity whatsoever. In case of payment after the agreed date, and according to articles L441-5 and D441-6 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. The application of these provisions shall not limit ENERIA's rights to rely on other provisions stated herein. In addition, in the event of failure by the Customer to pay any one instalment, the entire price shall be fully and automatically due 5 business days following simple notice of breach summoning payment sent by registered letter with return receipt requested, which has remained without effect.

The Customer is released from its payment obligation at the time of the actual collection of the amounts due. In the event of a dispute or in the event of partial performance of the contract, the payment shall continue to be due on the uncontested or partially performed portion of the contract. 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.

VI. ORDERS FOR REMANUFACTURED EQUIPMENT OR PARTS

Remanufactured equipment means parts or components reconditioned by the manufacturer. For each remanufactured material ordered, an identical used material manufactured by the same manufacturer as the ordered material (hereinafter referred to as the counterparty) must be returned to ENERIA, DDP Monthléry (ICC INCOTERMS) by the Customer within thirty days from the date of the order, assembled and cleaned, in the new packaging of the remanufactured material purchased, and accompanied by a duplicate of the delivery note or the invoice. The Customer shall be liable, in addition to the price of the said equipment, for a certain amount (referred to as a "guarantee") guaranteeing the return of the counterparty. ENERIA will return this sum to the Customer in the form of a credit note, except in case of non-respect of the return period of the counterparty or in the event of receipt of a counterparty that does not have the required return qualities (for example: defect of certain elements, material not cleaned or damaged by causes other than normal wear and tear, etc.), cases in which ENERIA will be entitled to keep this sum.

VII. DELIVERY

Unless otherwise specifically stipulated, delivery is deemed to have been made to ENERIA'S workshops or warehouses.

The delivery date is the date that the equipment is made available to the Customer or his representative in ENERIA'S warehouses or at the port of arrival. The equipment is shipped at the Customer's expense and risks, including for carriage paid or COD shipments. Any piece of equipment is deemed to be recognized and accepted at ENERIA's warehouses by the Customer or the recipient of the equipment prior to shipment. Upon delivery, the Customer checks the good condition of the delivered material. In case of damage or missing, the Customer must enter on the delivery slip clear, precise and complete reservations and confirm these reservations to the carrier and to ENERIA by registered letter with acknowledgment of receipt within three days of receipt, in accordance with Article L133-3 of the French Commercial Code. In the event that the Customer does not take delivery eight days after notice informing it that the equipment ordered is available to it, ENERIA reserves the right to dispose of the equipment and to defer the filling of the order to a later date. In the case of export sales, the equipment's delivery times, conditions and place will conform to the Incoterm FAS (Free Alongside Ship) at the agreed port of loading for maritime and fluvial transports, and to the Incoterm EXW (Ex Works) in other cases, in accordance with the International Chamber of Commerce (ICC) INCOTERMS.

Delivery times are communicated for information purposes only and without commitment. Potential delays will not justify the cancellation of the order. Unless the parties expressly agree otherwise, they cannot constitute an essential obligation of ENERIA. Potential delays cannot justify the cancellation of the order. They cannot give right to compensation or to the payment of any penalty for the benefit of the Customer if they do not exceed three weeks. For each full week of delay, from the end of the third week, a penalty of 0.5% with a maximum of 5% of the value of the equipment may be applied, and only if the delay is attributable to ENERIA's exclusive fault and if the Customer has notified ENERIA in writing at the time of the order and confirmed, on the date originally scheduled for delivery, its intention to charge it. Any such penalties shall take the form of liquidated damages, exclusive of any damages, and of any other remedy. They cannot under any circumstances give rise to automatic compensation.

By rights, ENERIA shall be automatically released from any commitment

concerning the delivery times if the payment conditions have not been complied with by the Customer or in the presence of a force majeure situation or in the case of events outside ENERIA's control, such as: lockout, strike, epidemic, war, acts of terrorism, requisition, fire, flooding, accidents involving tools, discarding of important parts during manufacture, interruption or delay in transport or any other cause giving rise to total or partial idleness of operations for ENERIA or its suppliers. The Customer is required to make any reservations within two business days of delivery. Otherwise, any claim associated with delivery shall be inadmissible. Prior to any return of equipment, the Customer must obtain ENERIA's consent to the return itself as well as on its financial and operational conditions.

VIII. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

All information, including in particular all projects, studies, plans etc. communicated by ENERIA to the Customer shall be confidential. They shall remain the exclusive property of ENERIA despite their transmission. They may neither be used by the Customer, nor disclosed to a third party without the prior written agreement of ENERIA. The Customer must take all necessary steps in order to ensure compliance with this confidentiality by its employees and its Customers.

IX. 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.

X. WARRANTY

a. Scope

The warranty shall apply to any defective materials or construction. It shall only cover original parts and components supplied by ENERIA and solely to the extent that the equipment is used and maintained in conformity with the instructions of the manufacturer and ENERIA. 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 under warranty does not extend the warranty period for other components of the equipment. The warranty covers only the costs of repair or replacement. 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.

b. Modalities

The services arising from the application of the warranty shall, in principle, be undertaken in ENERIA's workshops after the Customer has returned the equipment to it and requested application of the warranty. The warranty shall only be granted after examination of the defective parts or components returned to ENERIA. Any part which is recognized 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.

c. Exclusions

The warranty shall not cover the costs of transfer of the defective parts or equipment, nor the return of the repaired or replaced parts or equipment, said costs always being borne by the Customer, as well as, in the event of repair on the installation site, the travel and accommodation expenses of the ENERIA technicians.

The warranty is excluded for incidents due to purely accidental causes or force majeure, for all replacements or repairs arising from normal wear and tear or arising due to negligence, lack of supervision or maintenance, or use under conditions which do not conform to the instructions of the manufacturer or ENERIA.

All equipment which is delivered or ordered prior to acceptance of implementation of this warranty by ENERIA shall be invoiced to the Customer.

Unless where ENERIA specifically agrees to the contrary in advance and in writing, the warranty shall only be exercised on the French territory.

XI. LIABILITY

ENERIA undertakes to deliver equipment conforming to regulations in force, the contractual specifications and the rules of the art.

Except in the event of gross negligence or serious offence by ENERIA and compensation for bodily injury, ENERIA's liability shall be limited, for all causes taken together, to the price of the equipment under the order. 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. The Customer guarantees the waiver of remedy of its insurers or third parties being in a contractual situation with it, against ENERIA or its insurers beyond the limits and for the exclusions stipulated below.

ENERIA shall be released from any liability in case of force majeure or events outside ENERIA's control, such as: lockout, strike, epidemic, war, acts of terrorism, requisition, fire, flood, etc.

XII. ENVIRONMENTAL MATTERS AND SUSTAINABLE DEVELOPMENT

Except in the case of a generator with a fixed power of less than 450 KVA, the equipment object of the sale is not covered by the Decree No. 2005-829 concerning the composition of electrical and electronic equipment and the disposal of waste arising from this equipment. Pursuant to article L.541-2 of the Environmental Code, it is the responsibility of the holder of the waste to dispose of (or to have others dispose of) said waste.

XIII. RESOLUTION AND CANCELLATION

This order may be, after formal notice, fully and automatically cancelled in the event of failure by the Customer of any one of its duties, including in particular the failure to pay the price or any one instalment of the price. ENERIA may also rely on the resolution of all sales concluded with the Customer even if the payment period has not expired. Finally ENERIA will be justified in refusing any further order from the Customer. Said cancellation shall be effective as of the receipt by the Customer of the letter giving notice of this decision. The Customer shall return the equipment to ENERIA without delay and at its own expense, to the place specified by ENERIA. It shall also pay to ENERIA damages for cancellation equal to the amount of the down payment already paid by the Customer and at least 10% of the value of the equipment.

In case of cancellation of the order by the Customer, ENERIA shall retain the amount of the down payment as compensation, without prejudice to the right to claim damages in the amount of the additional loss suffered.

XIV. ASSIGNMENT - SUBCONTRACTING

This order may not be assigned by either party to a third party without the express prior agreement of the other party. Except where provided otherwise, ENERIA may resort to one or more subcontractors for all or part of the order.

XV. GOVERNING LAW - DISPUTES

This order shall be governed by French law.

Any dispute or litigation concerning this order shall be submitted to the Commercial Court of Paris to which jurisdiction is hereby expressly attributed