

# GENERAL CONDITIONS FOR THE PROVISION OF SERVICES AAZ FRANCE

## **ARTICLE I: Application, Enforceability, Changes to the General Conditions of Service**

These general terms and conditions of service apply exclusively to all services carried out by AAZ FRANCE with its customers.

AAZ FRANCE is active in the fields of Agri-equipment, automotive, trucks, public works, railways, and forestry.

« Services » means the following :

- Expertise ;
- provision of technical support ;
- Creation, translation, adaptation of technical documentation such as user manual, parts catalog, etc.
- Repairs, maintenance on machines
- Technical training in the fields of Agro-equipment, public works, handling, automotive.

Consequently, placing an order implies the full and unreserved acceptance of the customer of these general conditions, to the exclusion of all other documents such as catalogs, prospectuses etc. issued by the company AAZ FRANCE and which have only an indicative value. Any contrary condition opposed by the customer will, therefore, if not expressly accepted, be binding with AAZ FRANCE, regardless of when it may have been brought to its attention.

Any contrary condition opposed by the customer will, therefore, if not expressly accepted, be unenforceable to the company AAZ FRANCE, whatever the moment at which it may have been brought to its knowledge.

The fact that AAZ FRANCE does not avail itself at any given time of any of the present general conditions cannot be interpreted as a waiver of the right to avail itself of any of these conditions later.

The contractual relations between AAZ FRANCE and its customer will be governed by the general conditions in force. Any modifications of the general conditions will be the subject of a prior notice of the customer before their entry into force.

## **ARTICLE II: General Conditions of Intervention**

### **2.1. Object**

AAZ FRANCE intervenes as a service provider to carry out the services agreed with its client and specified on the special conditions indicated in the estimate or any other writing accepted by the parties.

The services can be defined in a method sheet or in a specification developed according to the needs expressed and the information communicated by the client. The method sheet or the specifications drawn up for the purposes of performance of the services shall form an integral part of this contract.

## 2.2 Formation of the Contract

Any intervention by AAZ FRANCE must be the subject of a written agreement accepted by the parties. In the event of a recurring assignment performed on behalf of the client, AAZ FRANCE considers that a simple written request from the customer (example: e-mail) is valid if the request is sufficiently clear.

The order and the accompanying documents determine the services provided from the request expressed by the customer as well as the terms and costs related thereto.

## 2.3 Amendments to the Contract

Any modification of order requested by the customer can only be taken into consideration if it has been received in writing before the performance of the services and if AAZ FRANCE has expressly accepted it.

Any request for modification may lead to an adjustment of the timetable and the budget, which the client fully recognizes.

## 2.3 Modifications du contrat

Toute modification de commande demandée par le client ne peut être prise en considération que si elle est parvenue par écrit avant l'exécution des prestations et si AAZ FRANCE l'a expressément acceptée.

Toute demande de modification pourra entraîner un ajustement du calendrier et du budget, ce que reconnaît parfaitement le client.

## **ARTICLE III: Pricing-Regulations**

### 3.1. Prices

The prices are those communicated to the customer (those listed in the quotation or on the price schedule communicated to the customer). Prices are in Euros, excluding taxes.

Any taxes, duties, fees or other benefits payable under French laws or regulations or those of a foreign country are the responsibility of the customer.

Rates do not include costs incurred by AAZ France. Expenses incurred (travel, accommodation, and other expenses) incurred by AAZ FRANCE in connection with services relating to this contract will be invoiced in addition to the customer.

### 3.2. Terms of payment

No discount is given in case of advance payment.

Each payment must be made in euros in France with AAZ FRANCE.

Unless otherwise provided, payment of invoices shall be made exclusively by bank transfer.

Unless otherwise provided for in the Special Conditions, invoices will be issued monthly in arrears.

The customer must settle its payments within thirty (30) days of the invoice date.

In the event of a delay in payment, AAZ FRANCE may suspend execution of all or part of the services in progress and, on the other hand, refuse any new services, without prejudice to any other course of action.

Any invoice not paid at maturity for any reason whatsoever, bears interest, automatically and without prior notice, at an annual rate equal to three times the rate of legal interest, calculated by monthly payment started

In addition, a flat-rate indemnity will be applied for recovery costs of EUR 40 (European Directive 2011/7 of 16 February 2011, Law 2012-387 of 22 March 2012 and Decree 2012-1115 of 2 October 2012).

In case of default, 30 days after a formal notice remains unsuccessful, the contract will be automatically terminated if seen necessary to AAZ FRANCE under the conditions defined in Article VII.

The client shall reimburse all expenses incurred in the recovery of sums due, including the fees of departmental officers.

#### **ARTICLE IV: Procedure for performance of services**

##### 4.1 Organization - Subcontracting

4.1.1 AAZ FRANCE organizes the work to be done, the coordination of its teams, the working meetings to respect the deadlines and deliverables. It invests the human and technical resources necessary for the proper performance of its services. AAZ FRANCE undertakes to use all the means necessary for the accomplishment of the tasks entrusted to it in order to produce the deliverables within the specified timeframe.

The customer acknowledges that AAZ FRANCE remains free to use subcontractors for all or part of its services, it being specified that such subcontracting will be under the sole responsibility of AAZ FRANCE.

AAZ FRANCE shall be jointly and severally liable to the customer of its subcontractor and shall be responsible for the proper execution of the present contract.

Similarly, if AAZ FRANCE intervenes as a subcontractor on behalf of its client, the latter must communicate all the necessary information on the progress of its mission. The customer agrees to pay the invoices of AAZ FRANCE under the conditions defined in article III, even if the customer has not been paid for his invoices.

4.1.2 To respect the schedule and budget, the client and AAZ FRANCE undertake to respect the prerequisites. The client must follow the instructions of AAZ FRANCE, who will provide him with the information, instructions, supports and any other documentation to be prepared and sent to AAZ FRANCE and which are essential to the performance of his services.

##### 4.2 Employees

In the performance of services, AAZ FRANCE employees may be required to travel to the client's premises. As such, staff must comply with the internal rules, hygiene and safety rules of the establishment in which they are traveling.

Nevertheless, the personnel remain under the hierarchical authority of AAZ FRANCE.

In any case, each party shall be liable under the ordinary law for damages of any kind caused by its personnel to the personnel of any other Party.

##### 4.3 Venue and Completion Period

The work is executed remotely or at the client's premises at the address specified by the client.

AAZ FRANCE and the customer draw up the schedule of execution according to the nature of the services. The execution schedule can be communicated by e-mail.

AAZ FRANCE and the customer undertake to respect the schedule agreed between them. If AAZ FRANCE fails to comply with the deadlines imposed on it for causes which are attributable to it and are likely to cause damage to the customer, AAZ FRANCE will make every effort to remedy the situation. If this delay affects the execution schedule, it will notify the customer.

In any event, the deadlines for completion are given as an indication.

However, the turnaround times will be extended automatically, without any right to claim for the customer:

- In the event of delays attributable to the customer or an intervening third party selected by the customer,
- The duration of the interruptions due to force majeure in accordance with Article VI.

#### 4.4 Follow-up

In all cases, AAZ FRANCE undertakes to keep the client informed of the progress of its work, according to a schedule and practical arrangements agreed with the customer.

As such, the client undertakes to designate a preferred contact (s) for all relations with AAZ FRANCE. These correspondents will be responsible for providing AAZ FRANCE employees with all the necessary information, documents, and data necessary for the performance of the services covered by this contract as well as the safety instructions to be respected.

In case of absence or failure of an interlocutor, the customer undertakes to replace it as soon as possible.

AAZ FRANCE appoints an official to appoint a case manager who will deal with the client in all technical and administrative matters relating to the execution of this contract.

In general, the parties agree to meet regularly to review the progress of the work and at any time if conditions of urgency so warrant.

#### 4.5 Agreements

The modalities and the different stages of receipt of each deliverable will be defined between the parties according to the nature of the services. The receipt of the deliverables can be formalized by an express validation of the customer (example: agreement by return of e-mail).

In the absence of any reservations or claims expressly issued by the customer within 24 hours of the transmission report or the use of the deliverables, the reception is deemed to be accepted without reservation of the customer.

In the event of a complaint, the customer must, in writing, issue reservations or complaints, with all supporting documents.

No complaint can be validly accepted in case of non-compliance with these formalities and deadlines by the customer.

AAZ FRANCE shall promptly and at its own expense, in the appropriate manner selected by AAZ FRANCE, deliver the deliverables for which the customer has duly proved the lack of conformity.

#### 4.6 Warranty - Liability

4.6.1 AAZ FRANCE guarantees, in accordance with the legal provisions, the customer against any lack of conformity of the services arising from a failure to provide the services to the exclusion of any negligence or fault of the customer.

The liability of AAZ FRANCE can only be incurred in the event of proven fault or negligence and is limited to direct damage to the exclusion of any indirect damage of any kind whatsoever. And specifically, AAZ FRANCE will not be held responsible for any loss of business or commercial damage, loss of customer, loss of orders, commercial troubles of any kind, loss of profits, loss of brand image.

In order to assert its rights, the client must, under penalty of forfeiture of any action relating thereto, inform AAZ FRANCE, in writing, of the existence of the defects within a maximum period of one month from their discovery.

AAZ FRANCE shall rectify or cause to be corrected, at its exclusive expense, the services / deliverables deemed to be defective, in accordance with the appropriate terms and approved by the Customer. In any case, in the event that AAZ FRANCE's liability is withheld, AAZ FRANCE's guarantee would be limited to the amount of VAT paid by the customer for the supply of the services in question.

4.6.2 Furthermore, the customer acknowledges that the technical data sheets, machine start sheets and other documents issued by AAZ FRANCE have a limited life. These documents are valid at the time they were drawn up according to the customer's instructions.

Consequently, the liability of AAZ FRANCE may be incurred only in the event of defects, errors and omissions in the technical notices and other documents occurring within six (6) weeks of receipt.

4.6.3 Any requirements not expressed by the client are excluded from the scope of AAZ FRANCE's liability.

The parties agree that AAZ FRANCE has a sole obligation of means and that the liability of the latter cannot be directly or indirectly withheld in any capacity and for any reason whatsoever for damages resulting from any of the following events, without this list being exhaustive:

- non-compliance by the customer with any of the obligations imposed on him by the present contract, the specifications, or technical data sheets.
- the occurrence of a case of force majeure.

#### 4.7 Procedures for the execution of training

The modalities of assistance and training (duration, cost, ...) are defined in the special conditions.

The Customer may decide to cancel or modify the training date, provided that he notifies AAZ FRANCE in writing at least one month before the date fixed. If not, the client will have to pay the full amount of the training. Whatever the date when the customer requests the cancellation or modification of the training session, the expenses incurred by AAZ FRANCE for the training needs will have to be reimbursed by the customer in accordance with the tariff communicated to the customer. AAZ FRANCE reserves the right to cancel or change the date of training and this one (1) month before the scheduled date. AAZ FRANCE will notify the customer in writing if a training has been canceled. The parties will define together the location of the training

#### **ARTICLE V: Obligations of the Client**

The client undertakes to communicate all the information necessary for the proper performance of the services by AAZ FRANCE. AAZ FRANCE cannot be held responsible for the non-communication or the incomplete communication of the information communicated by the customer.

The client assures AAZ FRANCE of actively collaborating with it and providing it with all the information and useful documents it possesses and which would be necessary and compulsory for the performance of the services.

It undertakes to make available the equipment and installations which are the subject of technical checks.

It undertakes to carry out the tasks entrusted to it and the prerequisites in time. It therefore recognizes that, in the absence of performance, the performance of the services will be correspondingly reduced. In case of difficulty, he undertakes to inform AAZ FRANCE immediately.

If services are performed on the customer's site, the latter undertakes to receive the members of the AAZ FRANCE staff working to perform the services under the best possible working conditions.

In any case, the Client can only benefit from the services provided if he is up to date with his obligations towards AAZ FRANCE.

#### **ARTICLE VI: Force Majeure**

Neither party shall be held liable or be deemed to have breached this Agreement if it is unable to comply with any of its commitments or contractual delays for cause War, riot, strike, fire, explosion, flood, cyclone, earthquake, sabotage, terrorist attack or any other event beyond its control and which could jeopardize the performance of the contract.

If, in the event of force majeure, AAZ FRANCE and / or the customer are unable to comply with one or more of their contractual commitments, the parties must consult within 15 days of the occurrence of the event Force majeure to adopt such measures as they deem necessary to enable the proper execution of the present or to decide the termination thereof.

If the parties fail to reach an agreement within two (2) months of the occurrence of the Force Majeure Event, either party may terminate this Agreement with immediate effect, Send a registered letter with acknowledgment of receipt.

#### **ARTICLE VII: Duration-Termination for Non-Performance**

The contract shall be concluded for a period specified in the special conditions defined between the parties.

The contract may be terminated by either party in the event of breach of its obligations under the Contract by the other party. This section shall not prejudice the actions of either party. The cancellation will take place after a formal notice remains unsuccessful for a period of one (1) month by the defaulting party and specifying the alleged breach and the will to terminate under this article.

#### **ARTICLE IIX: Consequence of Termination**

The termination of this contract for any reason whatsoever has the following consequences:

- The customer must immediately settle all amounts remaining due to AAZ FRANCE,
- The customer must immediately hand over to AAZ FRANCE all documentation or other documents belonging to the latter relating to the service, subject of the contract.

In the event of an early termination, the client will be required to pay AAZ FRANCE the corresponding remuneration for the work already performed, without prejudice to any other damages and interest.

### **ARTICLE IX: Confidentiality**

The parties undertake during the entire duration of this contract and after the expiry of this contract for any reason whatsoever, to the utmost confidentiality, by refusing to disclose, directly or indirectly, some information, knowledge Or know-how to which they may have had access in the execution of this contract, unless such information, knowledge or know-how has fallen into the public domain or where its disclosure is made necessary by virtue of, A special regulation or an administrative or judicial injunction.

The parties undertake to ensure that this obligation is complied with by all the members of their staff concerned, of whom they are strong.

### **ARTICLE X: Insurance and Disputes**

AAZ FRANCE takes out an insurance covering its professional civil liability and the various risks liable to incur liability.

The client is obliged to protect himself against any risks he may incur to the personnel of AAZ FRANCE.

### **ARTICLE XI: Right to use and reproduce information on training materials sent by AAZ FRANCE**

The use made of training materials by AAZ FRANCE to the client is exclusively private. As such, a computer backup and / or prints for private use are permitted. Any other use made of the proposed content must be subject to the assessment and authorization of AAZ FRANCE.

AAZ FRANCE retains full intellectual property of its training materials which cannot be used, communicated, reproduced, or even partially performed in any way without its prior written authorization.

Failure to comply with these conditions exposes the client to criminal and civil prosecution provided for by law.

### **ARTICLE XII: Advertising**

The customer authorizes AAZ FRANCE to use the name of the customer or his company name in order to include them in the list of his references and in particular on his website.

The customer may at any time and in writing request AAZ FRANCE to withdraw any mention of its name or company name.

### **ARTICLE XIII: Non-Solicitation of Personnel**

Within the framework of this contract and for the following twelve (12) months, each of the parties, AAZ FRANCE and the Client, and their respective subsidiaries relinquish unless otherwise agreed, to make direct or indirect offers of commitment to the employees of the other participant or who have participated in the services.

Failure to comply with this clause would result in the payment of the employee's part to the other party of an amount representing the salary he or she has received for the last twelve (12) months. unless otherwise agreed, to make direct or indirect offers of commitment to the employees of the other participant or who have participated in the services.

#### **ARTICLE XIV: Reciprocal Declaration of Independence**

The parties declare and acknowledge that they are and will remain independent trading partners throughout the term of their contractual relationship, and that this agreement cannot confer on either party the status of agent or representative of its Contracting party, each party assuming the risks and losses of its own holding.

They do not pool property or their industry for profit or savings, as this agreement cannot be considered as an act of partnership or a de facto partnership.

#### **ARTICLE XV: Related Documents**

By express agreement, all the documents annexed to this contract form an integral part of it and form, with it, an indivisible whole in the minds of the parties.

#### **ARTICLE XVI: Fight against concealed work**

AAZ FRANCE declares on its honor that it has fulfilled the obligations of the French law on strengthening the fight against concealed work.

#### **ARTICLE XVII: Applicable Law and Dispute Resolution**

The language of these general conditions of service is French. If differences in translation or interpretation between different versions were to appear, the French version prevails.

These general conditions of service are exclusively subject to French law.

In the event of a dispute, the domicile of the court is reserved to the Commercial Court at the registered office of AAZ FRANCE, even if there is more than one defendant, which is expressly accepted by the client.

Should any of the provisions of these general terms and conditions of service be deemed or declared by law, unlawful or unwritten, the other provisions of these general terms and conditions of service will remain in full force and effect.