

## GENERAL TERMS AND CONDITIONS OF SALES

### ARTICLE 1 - GENERAL PROVISIONS

1.1. Any Order of Products from BOS SUSPENSION implies unreserved acceptance by the Customer and full acceptance of these Terms and Conditions which prevail over any other document of the Client, and in particular on any General Conditions of Purchase, except by exception, express and prior agreement of BOS SUSPENSION.

1.2. Consequently, the placing of an Order by a Customer entails the unreserved adherence of the latter to the present General Conditions of sale except Special Conditions in writing by BOS SUSPENSION to the Customer. Any other document than these General Conditions and in particular, catalogs, prospectuses, advertisements, mailings etc ... has only one informative value, indicative, non-contractual. The fact that BOS SUSPENSION does not, at any time, avail itself of any of these Terms and Conditions can not be interpreted as a waiver to avail itself of it at a later date.

### ARTICLE 2 - PURPOSE

2.1. The purpose of this document is to organize the general terms and conditions of sales of its products by BOS SUSPENSION.

2.2. This contract is supplemented either by its front page entitled "Quotation" or by a Confirmation of Order emanating from the Client, documents on which the Parties agree on the details and the particular conditions of the proposed sale. The terms appearing on the front page or on the Confirmation of Order will prevail over the present general conditions as special conditions if they have been accepted by BOS SUSPENSION.

### ARTICLE 3 - ORDERS

3.1. Any Order will only enter into force upon receipt by BOS SUSPENSION of :

- the Quotation signed by the Customer and endorsed with the handwritten entry "Bon pour accord" and a minimum deposit of 50% of the total price of the Order, unless otherwise stipulated and accepted by BOS SUSPENSION,
- Confirmation of Order emanating from the Customer, except in the case of reserves from BOS SUSPENSION made by any written means.

3.2. Failing payment of the deposit stipulated in the Quotation, the Order is canceled without the Customer being able to claim any compensation.

3.3. Any legal representative or agent of the Client shall be deemed to have the power to sign the Quotation or Order Confirmation and the company or person representative will be regularly engaged by its simple signature.

3.4. Orders sent to BOS SUSPENSION are irrevocable for the Client, unless written acceptance by BOS SUSPENSION.

Any request for modification of an Order made by a Customer may only be taken into account by BOS SUSPENSION if the request is made by any written means received by BOS SUSPENSION prior to the shipment of the Products. In case of modification of the Order by the Customer, BOS SUSPENSION will be released from the agreed deadlines for its execution. If BOS SUSPENSION does not accept the modification or cancellation of the Order, the deposits paid cannot be returned.

### ARTICLE 4 - DELIVERY AND TRANSPORT

4.1. Terms: Orders are delivered to the address specified on the Quotation or Order Confirmation. BOS SUSPENSION reserves the right to carry out the full or partial order depending on availability. Any modification by the Customer of the place of delivery requires the prior and written acceptance of BOS SUSPENSION.

4.2. Deadlines: The deadlines provided by BOS SUSPENSION are given as an indication only. The possible delay does not entitle the Customer to cancel the Order, refuse the goods or to claim penalties or damages. However, in the event of application of the provisions of article L 114-1 of the Consumer Code, BOS SUSPENSION will stipulate date of delivery.

4.3. Risks: Unless otherwise agreed by BOS SUSPENSION, the goods always travel at the risks and perils of the recipient to whom it is the duty to safeguard his rights vis à-vis the Carrier, solely responsible in case of delay in delivery, theft, loss or damage en route. It will be the Customer's responsibility to address its claims to the Carrier by letter within three days of its receipt by the Carrier, in accordance with Article L. 133-3 of the French Commercial Code and to notify it as soon as possible to BOS SUSPENSION.

### ARTICLE 5 - CUSTOMER OBLIGATIONS

The Customer acknowledges having received from BOS SUSPENSION a documentation in French language including detailed assembly instructions, precautions for use and declares to be sufficiently informed. It undertakes to comply strictly with the said instructions and to carry out regularly the necessary supervision and maintenance.

### ARTICLE 6 - TARIFF - PRICES

The Products are invoiced on the basis of the Quotation addressed to the Customer by BOS SUSPENSION and are understood in euros, excluding taxes, including packaging. Unless otherwise agreed in the conditions, shipping charges are due by the Customer. Rates are subject to change without notice. Only the prices indicated in the Quotation are contractual.

### ARTICLE 7 - TERMS OF PAYMENT

Payment terms are set out in the Quotation or Order Confirmation. Any amount not paid at maturity will result in the immediate payment of all amounts remaining regardless of the method of payment provided, and will automatically give rise to payment by the Customer of penalties fixed at three times the legal interest rate. All amounts paid by BOS SUSPENSION recoverable by way of litigation will be increased by 15% of the unpaid sums in damages, in addition to legal fees and legal interest. In case of several invoices being issued, the non-payment of a single one of them makes all issued invoices immediately due, regardless of their original due date. In case of non-payment, BOS SUSPENSION has the right to suspend any delivery in progress and / or to come.

### ARTICLE 8 - PROPERTY RESERVE - RISK TRANSFER

8.1. The transfer of ownership of our Products is suspended until full payment of the price of these products by the Customer, in principal and accessories, even in case of payment deadlines. Any contrary clause, notably inserted in the general conditions of purchase, is considered unwritten. By express agreement, BOS SUSPENSION may exercise its rights under this retention of title clause, for any of its claims, on all of its Products in the possession of the Client, the latter being conventionally assumed as the one being unpaid, BOS SUSPENSION may take back or claim them as compensation for all unpaid invoices, without prejudice to its right to rescind the sales in progress.

8.2. In the event of the commencement of proceedings for legal redress or receivership procedure, the Orders in progress shall automatically be canceled; and BOS SUSPENSION reserves the right to claim the Products in stock.

8.3. This clause does not prevent the risks of loss or deterioration of the Products and any damage they may cause to be transferred to the Customer upon delivery to the carrier. From the date of delivery, the Client shall be the custodian and custodian of such Products. To this end, the Customer undertakes to insure the Products against any risks they may incur from the delivery date. In the event of non-payment and unless BOS SUSPENSION prefers to request the full execution of the sale, BOS SUSPENSION reserves the right to terminate the sale after formal notice and to claim for the delivered Products, the return costs of the Products remaining at the charge of the Customer and the payments already made being acquired by BOS SUSPENSION as a penal clause.

### ARTICLE 9 - GUARANTEE

BOS SUSPENSION guarantees its products for one year from the date of invoicing. The invoice issued by BOS SUSPENSION is a certificate of guarantee for its Products and will be required for any implementation of the guarantee. In order to implement the guarantee, the Customer must refer to BOS SUSPENSION Customer Service by any written means, with the cost of return remaining at the Customer's expense. After examination of the Product, BOS SUSPENSION will have the choice either to exchange or repair the Product. In the event of repair, the guarantee includes labor and required parts. BOS SUSPENSION is responsible for shipping costs. The guarantee is excluded for any failure due to negligence, maintenance defect, in accordance with the usual regulations or normal wear and tear of the Product. In this case, the costs of return remain the responsibility of the Customer.

### ARTICLE 10 - LIABILITY

The Customer agrees that, whatever the basis of its complaint and the procedure followed to implement it, the possible liability of BOS SUSPENSION for the performance of sales shall be limited to an amount not exceeding the total sum actually paid by the Customer.

### ARTICLE 11 - FORCE MAJEURE

BOS SUSPENSION can not be held responsible for cases of force majeure and their direct or indirect consequences. Force Majeure is generated by events preventing the full or partial execution of the Order which could not be overcome despite reasonable diligence on the part of BOS SUSPENSION or its substitutes. Will be including but not limited to cases of Force Majeure: accidents involving production, storage, fire, flood, machinery breakdown, strikes, war, inability to be supplied with raw materials, epidemics, or disruption of supply for a cause not attributable to BOS SUSPENSION. In the event of total non-performance or in part for reasons of Force majeure, BOS SUSPENSION shall be entitled to cancel all or part of the Order, without being liable to the Customer for any compensation whatsoever.

### ARTICLE 12 - CLAIMS

For any question or complaint, you can contact our Customer Service: BOS SUSPENSION, ZA du Mont Blanc, Impasse Léonce Couture - 31200 TOULOUSE - Tel. : + 33 (0) 534 25 33 66, Fax: + 33 (0) 534 25 33 60, Mail: commercial@bos-engineering.com. Without prejudice to the arrangements to be made by the Customer vis-à-vis the Carrier referred to in Article 5.3 above, any disputes regarding the quality, quantity, type of Product supplied and any apparent defects should be brought to our attention within twenty-four (24) hours of delivery by registered letter with acknowledgement of receipt to BOS SUSPENSION, specifying the number of the concerned invoice. It will be up to the Client to provide all the justifications as to the reality of the defects, anomalies, non-conformities or missing parts. No return of Products delivered may be made without the express written consent of BOS SUSPENSION. The costs and risks of return of products shall always be borne by the Customer; the Customer can only ask BOS SUSPENSION for the replacement of the non-conform Products or the complement to be done in case of missing elements or the reimbursement of such Products, without the latter being entitled to any compensation or damages. Under no circumstances, the Products delivered will not be subject to a surrender to BOS SUSPENSION if no reservations or findings have been made. The complaint issued by the Client in accordance with the procedures described in this article does not suspend the payment of the Products concerned. Returned Products are accompanied by a return voucher to be affixed to the package and must be in the condition in which they were delivered. Any surrender accepted by BOS SUSPENSION may result in the establishment of a credit note for the benefit of the Customer after qualitative and quantitative verification of the returned Products. With regard to hidden defects, they must be notified within 24 hours of their finding.

### ARTICLE 13 - CONFIDENTIALITY

The Client undertakes to keep secret the information communicated by BOS SUSPENSION concerning the know-how, the methods of production, promotion, advertising, sales and after sales service.

### ARTICLE 14 - APPLICABLE LAW - JURISDICTION

All clauses contained in these general conditions of sale will be subject to French law. Any dispute arising in connection with the validity, interpretation, execution or termination of the Order concluded with BOS SUSPENSION or payment of the price will be brought before the courts of TOULOUSE (31), regardless of the place of order and methods of payment, and even in the event of a warranty claim or multiple defendants.