



CONDITIONS GENERALES DE VENTES

AMSPEC FRANCE 59 Avenue Aristide BRIAND – 85100 LES SABLES D'OLONNE

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TERMS AND CONDITIONS

1. ACCEPTANCE. All orders and nominations for Services are accepted and all Services are made subject to the provisions of any written contract signed by or on behalf of the purchasing entity listed on the purchase order or invoice ("Customer") and AmSpec, EEC ("AmSpec"). If no such agreement exists, all orders and nominations for Services and all Services performed by AmSpec are subject to these Terms and Conditions ("Terms"). If no such agreement exists, all orders and nominations for Services and all Services performed by AmSpec are conditioned upon the acceptance of these Terms. Any proposal by Customer for additional or different terms, and any attempt by Customer to vary any of the provisions of these Terms is hereby rejected by AmSpec. No modification of these Terms shall be valid unless in writing and signed by an authorized representative of both the Customer and AmSpec.

2. SERVICES. At Customer's request, AmSpec agrees to perform, and Customer hereby agrees to accept, the inspection, testing, quantity and quality control services set forth in any order or nomination provided by Customer ("Services"). "Services." as used in these Terms shall mean all services performed by AmSpec for Customer, including requests by Customer that AmSpec provide equipment and / or materials in the furnishing of its Services. "Services." also as used herein, shall include information, documents, reports and certificates developed by AmSpec in the course of providing the Services hereunder. Customer shall pay AmSpec for the cost of any equipment or materials AmSpec uses in the performance of the Services. AmSpec does not, by performing Services hereunder, assume, abridge or undertake to discharge any duty or responsibility by the Customer or any other person or entity. AmSpec undertakes to perform only the Services agreed to between AmSpec and Customer. Neither the title nor the ownership of any Services or the nature of a commodity or product implies that any particular procedure has been followed or analyses have been performed, other than as have been specified in the Services. AmSpec Services are issued solely for AmSpec's Customers and may reflect only the information requested by the Customer. There may be other relevant data and information not included in the Service documents. The Services are for the sole and exclusive benefit of Customer, and not for any third party.

3. OBLIGATIONS OF CUSTOMER. Customer acknowledges and agrees that it has provided all material information necessary in any order or nomination to enable AmSpec to perform the requested Services. Customer acknowledges and agrees that it shall obtain for AmSpec all necessary access to the premises where the Services are to be performed. Customer acknowledges and agrees that it is at all times responsible for the safety, security, care, custody and control of the sampling and inspection site. Customer is responsible for the condition in and around the site and for advising AmSpec of the same, including but not limited to, any known hazards, actual or potential, and of any information required to enable AmSpec to perform the Services safely and in a manner consistent with government standards and industry protocols.

4. PRICE AND PAYMENT. For the Services performed pursuant to these Terms, Customer will pay AmSpec the price as agreed upon in the effective AmSpec Price Schedule. In the event that any additional reasonable and necessary expenses arise as a result of the performance of the Services,

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AmSpec will inform Customer of the additional expenses and Customer shall pay the same. The full price will be billed upon completion of the Services. Customer shall be the only party billed for the Services. Invoices will clearly specify the nature of the Services performed and the amounts due. All invoices, unless otherwise provided specifically on an invoice, are due immediately upon receipt by Customer. Customer shall pay AmSpec the amount shown on each invoice at the place and in the manner specified by AmSpec on the invoice. Payments that are not timely received are subject to late charges at the higher of 18% per year or the maximum rate allowed by law, as well as a lump sum indemnity of EUR 40 per invoice concerned by a late payment. Customer shall have no right to offset, withhold or defer the payment of any sums due and owing to AmSpec on account of any dispute which it may allege against AmSpec.

5. TAXES. Any taxes, duties, fees, charges or assessments of any nature levied by any governmental authority in connection with these Terms or as a result of the Services performed by AmSpec, shall be Customer's responsibility and shall be paid directly by Customer to the applicable governmental authority. If AmSpec is required by law or otherwise to pay any such tax, duty, fee, charge or assessment as a result of Customer's failure to comply with any applicable laws, the amount of any payment so made by AmSpec shall be added to the applicable invoice, and reimbursed by Customer to AmSpec upon remittance of AmSpec's applicable invoice.

6. CREDIT RISK. If at any time the responsibility of Customer or the credit risk of Customer shall be come unsatisfactory to AmSpec, AmSpec may require payment in advance of Services rendered, or security satisfactory to AmSpec prior to performing the Services.

7. TERMINATION. Customer may terminate any order or nomination, in whole or in part, at any time upon written notice to AmSpec. AmSpec may charge to Customer actual out-of-pocket costs and expenses incurred as a result of the termination, for any partial performance in accordance with AmSpec's current rate schedule. Termination charges, if any, shall not exceed the price under the applicable order or nomination. Customer shall have the right to make changes, within the ability of AmSpec to perform, to an order or nomination, upon providing written notice of the same to AmSpec. If any such changes cause an increase or decrease in the price, a mutually agreeable adjustment shall be made and the order or nomination shall be modified in writing accordingly. However, nothing in this Section shall affect either party's right to cancel an order or nomination, or these Terms, due to a material breach of the other party hereunder. All of the obligations, rights, indemnifications and remedies created by the provisions of these Terms shall survive the cancellation, termination or completion of any order or nomination.

8. WARRANTY. AmSpec warrants exclusively to Customer that the Services provided by AmSpec will be performed in a good and workmanlike manner, consistent with industry standards. Upon receipt of prompt written notice from Customer of a breach of this warranty, AmSpec agrees to use reasonable efforts to correct or redo the Services at issue, at its sole expense. THE FOREGOING WARRANTY IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND

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FITNESS FOR A PARTICULAR PURPOSE. AMSPEC'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY STATED IN THESE TERMS. ALL OTHER WARRANTIES ARE SPECIFICALLY AND COLLECTIVELY DISCLAIMED FOR ALL PURPOSES.

9. REMEDIES. AmSpec's sole liability and Customer's exclusive remedy for non-conforming Services shall be a refund of the price paid by Customer for the non-conforming Service.

10. INDEMNITY. Customer agrees to defend, indemnify and hold harmless AmSpec and its respective affiliates, officers, directors, employees, members and agents, from and against all claims, losses, costs, expenses, damages, suits or liabilities of any nature incurred as a result of personal injury or property damage arising out of Customer's acts or omissions, negligence, willful misconduct or caused by Customer's property or property under the responsibility of Customer.

11. DISCLAIMER. AmSpec expressly advises Customer that AmSpec is not an insurer or guarantor of the quantity or quality of any surveyed or inspected product or cargo and therefore, disclaims any liability therefor. In providing inspection and analytical services AmSpec employees exercise reasonable care and best judgment under the prevailing conditions as they are observed and understood, utilizing accepted standards and normal operating procedures. Any information or recommendation, whether expressed or implied by AmSpec, is based solely upon assumptions. Accordingly, AmSpec does not accept any liability with respect to the use of or for any damages resulting from the use of any information, data, analytical results, apparatus and methods. Furthermore, AmSpec will not be liable or responsible to any third party for the Services delivered, or any omissions from the document delivered therefrom.

12. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LAW OR EQUITY SHALL AMSPEC BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE, LOST PROFIT AND / OR LOST OPPORTUNITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OF AMSPEC FOR ANY DAMAGES OR LIABILITY UNDER OR RELATED TO THESE TERMS OR ANY SERVICE FOR ANY REASON OR CAUSE WHATSOEVER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AMSPEC PURSUANT TO THESE TERMS.

13. INSURANCE. Customer and AmSpec each shall carry appropriate insurance coverages.

14. WITNESS FEES. Should an employee of AmSpec be called to testify or be a witness at trial, deposition, participate in discovery, attend any administrative procedure, or otherwise assist in any dispute between Customer and any third party with respect to AmSpec's Services, and whether or not AmSpec or its employee shall have been subpoenaed, Customer shall pay AmSpec the current rate, fee and any other charges for such assistance services rendered.

15. NO THIRD PARTY BENEFICIARY. Customer is procuring the Services of AmSpec solely for its own account and not for any other person or entity. There are no third party beneficiaries to these Terms

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between Customer and AmSpec. No third party may rely on any AmSpec report provided as part of the Services. Customer shall defend, indemnify and hold harmless AmSpec and its respective affiliates, officers, directors, employees, members and agents, from and against all claims, losses, costs, expenses, damages, suits or liabilities made by any third party in any way related to the Services.

16. **WAIVER.** Failure of either party to insist upon strict performance of any provision of these Terms by the other party shall not be deemed to be a waiver by such party of its rights or remedies, or a waiver by it of any subsequent default by the other party in the performance of or compliance with any of the terms of this Agreement.

17. **ENTIRE AGREEMENT.** Unless as is otherwise provided for herein, these Terms supersede all other agreements, oral or written, made with respect to the subject hereof and the Services contemplated hereby, and contains the entire agreement of the parties.

18. **SEVERABILITY.** If any provision of these Terms is finally determined to be unlawful, such provision will be deemed to be severed from these Terms and every other provision of these Terms will remain in full force and effect.

19. **EXPORT COMPLIANCE.** Customer agrees that it shall comply with all applicable export statutes, laws and regulations.

20. **FORCE MAJEURE.** AmSpec shall be excused from liability for non-delivery, delay in delivery or delivery of non-conforming Services arising from any events beyond its control, whether or not they were foreseeable by either party when accepting these Terms. Force majeure events may include, but are not limited to, war, riot, strikes, lockouts, labor disturbances, acts of terrorist or acts of God.

21. **RELATIONSHIP OF THE PARTIES.** AmSpec will perform all Services as an independent contractor of Customer. Neither these Terms nor the performance of the Services hereunder shall be construed to establish partnership or joint venture relationship.

22. **JURISDICTION AND VENUE.** The Terms and any Services performed pursuant hereto shall be governed by the laws of the State of Texas. Any disputes between Customer and AmSpec for Services performed within the United States of America and its territories shall be resolved in the state or federal courts located in Houston County, Texas. Any disputes between Customer and AmSpec for Services performed outside the United States of America and its territories shall be resolved in the district or regional courts located in Paris, France.