

PREAMBLE

Any order binds the Buyer to the acceptance of the following general sales terms and conditions. The present general sales terms and conditions apply to all offers of sale of equipment and merchandise, new or used. Any terms and conditions of purchase of the Buyer shall not be binding to SAS GELEC even in the event that SAS GELEC has prior knowledge of the terms.

The non application at one point or another by SAS GELEC of any of the present articles cannot be interpreted as a waiver of the subsequent enforcement of any of the said general sales terms and conditions.

ARTICLE 1. PRELIMINARY OFFER

1.01 Any request for equipment by the Buyer will result in the presentation of a preliminary offer from SAS GELEC for acceptance by the Buyer.

1.02 All offers are open for acceptance for the period of one month from the date of its dispatch.

1.03 All equipment specifications specified in the offer and especially technical information concerning quality, power level, capacity, measurements and output are those indicated by the Manufacturer and are not binding to SAS GELEC.

ARTICLE 2. ORDER

2.01 All orders, including those passed by telephone, must be confirmed in writing by fax, e-mail or post.

2.02 The order must specify: the quality, the brand, the type, the equipment references, the agreed price, the financial terms, the date and the address of delivery or removal if it is other than that of the billing address.

2.03 No addition or modification to the order is considered valid unless written acceptance of such is made by SAS GELEC.

2.04 Orders taken by SAS GELEC personnel are considered valid only if not renounced in writing by SAS GELEC within a delay of 15 days upon receipt.

ARTICLE 3. FINANCING

3.01 If the Buyer secures financing with a finance company in order to purchase the equipment, this must be stipulated on the order form.

3.02 Failing a satisfactory reply from the finance company within a delay of 30 days following placement of the order, SAS GELEC reserves the right to cancel the order. Any advance payment will be returned to the Buyer.

ARTICLE 4. MODIFICATION TO TECHNICAL SPECIFICATIONS

4.01 The Buyer cannot demand cancellation of the order or hold SAS GELEC liable in case of modifications to initial technical specifications or characteristics between the placing of an order and delivery resulting from the application of a national or an EU text or of a manufacturer's recommendations.

4.02 SAS GELEC commits itself to notify the Buyer as soon as possible of any changes in technical specifications to the equipment ordered.

4.03 In the case that SAS GELEC is unable to deliver the equipment as ordered, it will either cancel the order and reimburse any advance payments without any further compensation or deliver equipment with similar specifications if the Buyer makes the request in writing.

ARTICLE 5. DEFINITION OF DELIVERY

5.01 Delivery is made as stipulated on the order subject to the Buyer meeting all payment terms.

5.02 Delivery implies: either despatch directly from the manufacturing plant or from SAS GELEC's warehouse or the removal of the equipment directly from SAS GELEC's warehouse.

ARTICLE 6. DELIVERY DATES

6.01 Delivery dates are always indicated subsequent to stock supply at the time of order and are not considered as definite.

6.02 If delivery is delayed by any cause whatsoever beyond the control of SAS GELEC, this does not constitute a viable reason to cancel an order. SAS GELEC will not accept liability for prejudice due to these delays.

6.03 However, if delivery is not made within 3 months from the time stipulated on the order form for any other cause than that of "force majeure", the sale may be cancelled by one or the other of the parties after sending notification of such by a registered letter with recorded delivery. Consequently, the Buyer can only request return of any advance remittance paid without any further compensation.

6.04 SAS GELEC is in no way deemed responsible in case of "force majeure" or other events such as: lock-outs, strikes, epidemics, wars, requisitions, fire, flooding, manufacturing accidents, shipping delays or any other cause by which the employees of SAS GELEC or of its suppliers find themselves on total or partial unemployment.

6.05 SAS GELEC will inform the Purchaser at the appropriate time of any cause or event mentioned above.

6.06 Any delay in delivery due to an event deemed as "force majeure" will cause SAS GELEC to decide whether to cancel purely and simply the sale or to prolong the delivery date or the date of removal of the equipment and this without an indemnity of any sort to one or the other of the parties.

6.07 In any case, delivery within delay can only be honoured if the Buyer has duly complied with all of his obligations to SAS GELEC.

6.08 If the delivery is considered by removal of the equipment by the Buyer, SAS GELEC commits itself to notify the Buyer in writing of the projected date.

6.09 The Buyer commits itself to recover the equipment within 8 days of reception of the date of notification mentioned above.

6.10 Past this delay, the Buyer will be billed for storage charges without prejudice to any action that SAS GELEC wishes to undertake.

ARTICLE 7. SHIPPING

7.01 SAS GELEC chooses the method of transportation that it deems the most adequate in compliance to the routing required to deliver the material.

7.02 Unless otherwise stipulated, all shipping costs, charges and risks are deemed the responsibility of the Buyer who must check and verify the number and general state of the material upon delivery. In case of any losses or damages, the Buyer must make written reserves on the delivery notice and inform the transporter by registered letter with recorded delivery of the losses and/or damages within 48 hours.

ARTICLE 8. CONTROL UPON DELIVERY

8.01 The receipt of the merchandise and the control of the equipment must take place within 2 days of delivery.

8.02 The Buyer must inform SAS GELEC of all faults or defects by registered letter with recorded delivery within the delay mentioned in article 4.1 and not withstanding any dispositions that the Buyer must take in regards to the transporter.

8.03 The Buyer must give details in the registered letter to be sent to SAS GELEC of all irregularities or defects found upon delivery and this within the delay mentioned in article 4.1. The Buyer must give accessibility to SAS GELEC to control these irregularities or defects and must refrain from any intervention on his part or the part of any third-party in this respect.

8.04 Once the delay mentioned in article 4.1 has expired, a claim of any nature will be deemed unacceptable.

8.05 If the Buyer renounces expressly or tacitly to the receipt and to the controlling of the merchandise, the material will be deemed delivered in accordance with the order.

8.06 Any defect to any part of the delivered merchandise does not dispense the Purchaser from his obligation to pay all sums due for the material which is not concerned by the defect.

8.07 SAS GELEC is only obligated to replace free of charge any parts or material due to faults or defects found after a follow-up inspection.

ARTICLE 9. PRICES

9.01 Invoiced prices are those set on the day of order based on prevailing economic conditions.

9.02 Prices are quoted less VAT, shipping costs not included and are then increased by VAT and/or any other similar tax due and this at the rate that is applicable at that time.

ARTICLE 10. PRICE INDEXATION

10.01 The parties agree that the price may vary in regards to currency fluctuations and/or the rise of manufacturing costs or other taxes.

10.02 If the price of the equipment ordered undergoes an increase not exceeding 10% between the date of order and the date of delivery, the Buyer will be obliged to meet the cost of the increase to the extent of the variation and this, without subsequent order.

10.03 In the case of a price fluctuation superior to 10%, SAS GELEC must inform the Buyer of the amount of the price increase by registered letter with delivery notice. If the sale concerns standard goods, the Buyer has the right to cancel the order within 8 days of receipt of the registered letter informing him of the price variation. If the sale concerns specific goods, the Buyer cannot cancel the order, however, SAS GELEC will pay for any price variation above 10%.

ARTICLE 11. TERMS OF PAYMENT

Unless otherwise agreed by the parties, all invoices are payable net cash without discount. In the case of payment by installments, the non-observance of any payment triggers the right of SAS GELEC to implement the cancellation clause hereafter.

ARTICLE 12. CANCELLATION AND PENALTY CLAUSE

It has been expressly agreed that default of payment on any due date whatsoever entails immediate payment of the total amount due and may also entail a claim for the return of the SAS GELEC's goods. Also, any default of payment for any amount whatsoever under the present General Sales Terms and Conditions, will result in the cancellation of the sale if payment is not immediately made after receipt of formal notice to pay by registered letter with recorded delivery. In this case, an indemnity based on a penalty clause will oblige the Buyer to pay a flat sum of 100 euros net to cover damages as well as a late-pay indemnity 1.5 times the legal interest rate. These penalties will be calculated on the total VAT amount of all outstanding sums due. The indemnities will be calculated from the due date of the price of the provision of service rendered to the date of total payment.

ARTICLE 13. NON-PAYMENT

The non-payment of a fraction or the total amount of an order when due, for this order or other orders already delivered or in the course of delivery, shall trigger the Vendor's right to demand immediate payment of all sums then due following summons to pay by registered letter with recorded delivery.

ARTICLE 14. REFUSAL TO SELL

All order acceptances are made in due consideration or the Buyer's judicial, financial and economic situation at the time of the order. If during the period between the date of the order and the date of delivery the Buyer suffers a deterioration of his financial situation, SAS GELEC retains the right to either demand payment before delivery or cancel the order.

ARTICLE 15. WARRANTY

GELEC's obligations in terms of repair or replacement are subject to the following framework and conditions of warranty: GELEC's genset is equipment that is intended for use by professionals, it must be used by trained staff and maintained by recognized professionals. To benefit from GELEC's service and guarantees under optimal conditions, all steps from installation, to precautions, to the initial operation and maintenance of the equipment covered by the guarantee are found in the various manuals and guides made available to the client which can be consulted and downloaded from the website www.groupelecatogenes.fr. We strongly recommend that you acquaint yourself with them before any use or installation of the equipment. Correct installation, use, and maintenance directly determine warranty coverage.

15.1. TERM OF THE WARRANTY: GELEC gensets are guaranteed for 36 months from the delivery date or 1,000 hours of use (whichever comes first) in metropolitan France. Outside of Metropolitan France, the warranty runs for one year from the invoice date or 500 hours of use (whichever comes first).

15.2. WARRANTY FRAMEWORK During the 36 months or the date of shipment for export following the delivery date or 1,000 hours of use, for 12 months from the invoice date or 500 hours of use, (whichever comes first) GELEC's liability shall only cover the following points:

- o The warranty covers only the first Buyer and cannot be transferred to third party without the Seller's prior approval.
 - o Replacement of parts or their repair shall be subject solely to the judgement of GELEC's customer service department.
 - o Warranty coverage shall be granted only after an evaluation of the defective parts following their return to the Seller's workshops or those of its authorized agents.
 - o Any part delivered prior to acceptance under the warranty shall be invoiced.
 - o The Seller shall retake ownership of parts replaced under warranty.
 - o GELEC shall not be held to any other claim and/or obligation arising from the warranty, including expenses, damages, direct or consequential losses, associated with the use of its products.
 - o The warranty period shall automatically expire at the end of 36 months of warranty, following the delivery date (or date of shipment for export) or 1,000 hours of use (whichever comes first).
- 15.3. CONDITIONS EXCLUDING WARRANTY COVERAGE
- o Use or installation that does not comply with instructions and documents.
 - o Failure to perform maintenance or lack of maintenance or inappropriate maintenance.
 - o Modification or change made to equipment without the written approval from the GELEC engineering and design department.
 - o Use of an inappropriate fuel, coolant, or lubricant or one that is not listed in the motor operator's documents.
 - o Error in handling and/or use of the equipment in situations or conditions contrary to those for which the equipment under warranty is designed and specifically under or over use (Hr/kWh ratio).
 - o Repairs performed by persons who are not authorized or validated by GELEC and/or the use of spare parts not marked as OEM (original equipment manufacturer).
 - o Damage subsequent to Acts of God or force majeure (natural disaster, fire, shock, flooding, lightning, etc.) or other incident caused by accident or negligence.
 - o Storage or installation in an adverse environment (dust, humidity, salt air, altitude, cold, chemicals, etc.).

- 15.4. CONDITION FOR ACTIVATION OF THE WARRANTY: In order to be able to claim warranty coverage, the Purchaser must:
- o Report the first in-service of the machine by sending an in-service notification

to the Seller as soon as it has occurred and no later than 60 days following the delivery.

- o Make sure that the fuel, lubricants, and coolant are of good quality, clean, and comply with the engine manufacturer's specifications.
- o Keep a maintenance log up-to-date in which the Purchaser enters the date, the contents, and the results of tests, visual inspections, common maintenance actions, and scheduled maintenance actions (performed by a recognized professional), as well as all observations and any registrations of incidents made during operation, for the entire warranty period.
- o Obligation to install and especially to have the installation inspected by an accredited company. The equipment must, at a minimum, be inspected, with maintenance performed by an accredited company specializing in electricity generators, at the end of 1,000 hours of use or after the first year of use (whichever comes first) for the first control, then every 250 hours of use or at least once per year (whichever comes first), in accordance with the maintenance records. Reports of actions performed by the above-mentioned company shall be evidence of such. Otherwise, the warranty coverage shall not exceed 12 months following the invoice for the equipment.
- o Provide the seller with the maintenance records and all invoices for maintenance or repair performed on the equipment as well as the invoices and/or evidence of purchase of the consumables necessary for operation and maintenance.
- o Inform the Seller, without delay and in writing, of any defects it finds in the equipment by completing GELEC's guarantee coverage request form, provided by the seller at first request, and provide any and all evidence supporting their reality.
- o Provide the Seller with every facility and, if necessary, participate as directed by the seller's customer service department in the diagnosis for confirmation of these defects and remedy them. Additionally, it must refrain, absent the Seller's express approval, from performing any actions in this framework, or having them performed.

15.4.1. Items guaranteed for 1 year: Batteries: only those batteries with a short-circuiting element are covered under the warranty.

15.4.2. Items not covered by the warranty: Exhaust, injectors, AVR, flexible pipes and hoses, seals, belts, relays, fuses, switches, lamps, diodes, selector switches, sensors (level, pressure, temperature, etc.), instrument indicators, and all consumable elements and wearing parts, as well as batteries which have been highly depleted.

15.4.3. Place of warranty: Work resulting from the warranty obligation shall be performed in the Seller's workshops or those of its approved agents. GELEC shall assume responsibility only for parts and labour corresponding to analysis of the defect and the repair thereof.

15.4.4 Intervention at the site where the equipment is operated: If, in the event that, given the nature of the equipment or the customer's request, the repair must take place on a site other than the Seller's workshops or those of its agents. The cost for the transport of the equipment, defective parts, return of the equipment or repaired or replaced parts shall be borne by the Purchaser as well as the costs for necessary travel, as applicable, for analysis of the defect and repair thereof, as well as the costs for lodging and meals of the Seller's agents. In any case, GELEC retains exclusive authority to contract for the repair services falling within the framework of the warranty described.

If the equipment is incorporated into an ensemble and access to the items under warranty requires resources or special disassembly, the customer is responsible for ensuring their execution beforehand.

15.5. EXCLUSIONS: The warranty does not apply to normal, everyday wear. No claim nor reimbursement shall be made for this.

15.6. SPECIFIC CHARACTERISTICS OR PERFORMANCE: When the Purchaser has requested performance for industrial or economic results, or characteristics or duties that are specific, they must be expressly stated in the order sent to the Seller and validated by GELEC's engineering and design department. Absent this, the Seller cannot be held liable for any failure to reach said performances, both with regard to the occurrence and the consequences thereof, both material and economic, on any basis and in any amount whatsoever.

15.7. LEGAL GUARANTEES Independently of the warranty discussed in articles I and II, the seller is liable for hidden defects in goods sold pursuant to the conditions established in articles 1641 to 1648 of the Civil Code for a term of one year starting from delivery of the good. The Purchaser must notify the Seller of any hidden defects by letter sent registered mail with return receipt. The Marseilles court is the competent court. GELEC hereby reserves the right to modify, alter, or replace all or part of the above-described conditions without prior notice.

ARTICLE 16 RETENTION OF TITLE AND TRANSFER OF RISK CLAUSE

16.1 Pursuant to Act No. 80-335 of 12 May 1980, all materials sold by SAS GELEC shall be delivered and sold, contingent on full payment for them. Non-payment, even partial, shall authorise SAS GELEC Groups, notwithstanding any clause to the contrary, to recover the materials from the Purchaser, following notice with return receipt. The right of recovery shall be exercised, even the event of the Purchaser's court-ordered reorganization or winding-up.

16.2 In derogation of article 1583 of the Civil Code, delivery of the materials effects the transfer of risk to the purchaser both for damages suffered by the merchandise and damages caused to third parties.

16.3 The return of the materials shall be made at the Purchaser's cost and risk.

16.4 If the retention of title clause is applied, the purchaser shall owe a fee for lost value. This fee shall not be offset by any partial payments that may have been paid by the Purchaser.

16.5 In the event of action by the purchaser's creditors, particularly in the case of seizure of the equipment or if a collective procedure is initiated, the purchaser must immediately inform SAS GELEC of this by letter sent registered mail with return receipt, as well as the seizing creditors or the collective procedure bodies.

16.6 The purchaser shall bear all costs resulting from the measures taken in order to have such intervention cease and, particularly, those resulting from third-party proceedings.

16.7 The purchaser shall ensure that the equipment can be identified at all times.

16.8 If the Retention of Title Clause is invoked, any partial payments paid to the Seller shall remain acquired by that party.

ARTICLE 17 EQUIPMENT INTENDED FOR RESALE

The purchaser is authorised, as part of the normal operation of its enterprise, to resell the merchandise covered by this sale. However, in the case of resale, it undertakes to immediately settle the balance of the price remaining owed to the seller.

ARTICLE 18 NULLITY OF A CLAUSE

If one of the clauses in these general terms and conditions of sale should prove to be invalid or null, the other clauses shall not be nullified as a consequence.

ARTICLE 19 FORUM SELECTION

Should any difficulty arise in the interpretation or performance hereof, the Commercial Court for the registered office of SAS GELEC shall have sole jurisdiction. If there are any disputes, of any nature whatsoever, jurisdiction is expressly awarded to the competent Courts for the registered office of SAS GELEC, even in the event of emergency proceedings, counter claims, or multiple defendants.