



GENERAL TERMS AND CONDITIONS OF SERVICES

1. GENERAL

1.1 These General Terms and Conditions of Services are applicable to all Offers submitted by SAFT to a Customer and to Purchase Orders received from a Customer and accepted by SAFT for the provision of a Service. Any Offer and any Purchase Order shall be deemed to incorporate these Terms and Conditions.

1.2 These Terms and Conditions shall prevail over any other terms and conditions contained in any Purchase Order or other document submitted by the Customer.

These Terms and Conditions come in addition to any specific terms and conditions provided for in the Purchase Order. In the event of conflicting terms, the terms of the Purchase Order shall prevail.

1.3 An Offer shall be valid for 30 days from the day it is issued unless a different validity period is stated in the Offer. All Purchase Orders are subject to acceptance by Saft in writing.

1.4 Descriptions and illustrations contained in Saft's catalogues, brochures, price lists and other sales literature are for information purposes only and they have no contractual value. The Customer gives up availing itself of those descriptions and illustrations when subscribing to the Services.

2. DEFINITIONS

2.1 "Terms and Conditions" shall mean these General Terms and Conditions of Services.

2.2 "Offer" shall mean an offer for the supply of services issued by Saft that includes a quotation and/or a price list.

2.3 "Purchase Order" shall mean the written order for services issued by the Customer by any written means whatsoever (post, e-mail, fax or any other electronic means of transmission), and accepted by Saft in accordance with these Terms and Conditions.

2.4 "Services" shall mean any services offered by Saft, including the remote supervision of the equipment operation parameters, whether on a punctual basis or in real time ("conditional analysis services"), of the diagnoses, of the recommendations, On-Site Services (as defined below), Stock Management, and Training.

2.5 "On-Site Services" shall mean the installation, commissioning, preventive maintenance / remedial maintenance / upgrades, audit, and removal for replacement and/or recycling.

2.6 "Stock Management" shall mean the services consisting in the definition and enforcement of a stock management policy, including the supply of spare parts or components.

2.7 "Spare Parts" shall mean the materials, components or equipment supplied by Saft.

2.8 "Customer" shall mean the subscriber to the Services, the recipient of an Offer, or the party issuing a Purchase Order.

2.9 "Saft" shall mean any subsidiary of which Saft Group holds directly or indirectly more than 50% of the share capital.

3. PRICE - PAYMENT

3.1 Unless agreed otherwise by the parties in writing, the Services shall be invoiced at the agreed price, and 50% of the price shall be paid as an advance payment upon placing the Purchase Order. The balance of the price shall be invoiced once the Services are supplied.

3.2 Prices shall be revised every year on the anniversary date of the effective date of the Purchase Order in accordance with the formula agreed by written between the parties.

3.3 Unless agreed otherwise by the parties in writing, all prices given by Saft are expressed without VAT, and on an Ex-Works basis (Incoterms 2010). Where the provision of a Service requires the transportation of a Product between the Customer site (as place of destination or shipment) and the Saft site (as place of shipment or destination), the Customer shall be expected to pay for any and all costs incurred by Saft in respect of carriage, freight, customs, packaging and insurance.

Travel, food and accommodation expenses incurred by Saft's employee (or its subcontractor's employee), shall also be excluded from the price and be payable by the Customer.

3.4 Payment for the Services shall be made by the Customer by bank transfer within 30 days from the date of the invoice or as otherwise agreed between Saft and the Customer. No discount shall be granted for an early payment.

3.5 Saft reserves the right to demand guarantees of payment (in the form of a deposit or otherwise) when it considers there is a risk of non-recovery of sums invoiced in respect of the Services.

3.6 Prices shall be exclusive of all taxes and duties, which shall be payable by the Customer to Saft on top of the price.

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3.7 Any amounts not received by Saft on its due date shall be subject to interest at the rate of 15% per annum, increased by a lump sum for recovery costs of 40 euros per delayed invoice. The interests shall accrue in respect of any sum that is overdue, and the late interests shall be capitalised.

3.8 Failing payment of the price by the Customer when due, Saft reserves the right to suspend or terminate the Purchase Order within 5 days following notification to the Customer by registered letter or by e-mail with acknowledgement of receipt. This is without prejudice to any damages which may be claimed by Saft.

4. PERFORMANCE DEADLINES

4.1 Saft shall make its best efforts to comply with the dates and deadlines for performance / delivery, which are provided for in the Purchase Order. In the event of late performance / delivery, the Customer undertakes not to terminate the Purchase Order, deduct a sum from the price of the Purchase Order, nor to modify / cancel / delay other pending Purchase Orders.

4.2 Saft shall not be responsible for delays in performance / delivery that are attributable to causes that are beyond its control, and notably to events of force majeure as defined in article 15 below. If performance / delivery by Saft is delayed for any one of those reasons, Saft shall notify the Customer thereof, and the date of intervention / delivery shall be deferred accordingly. If, for any one of those reasons, Saft is unable to perform / deliver the accepted Purchase Order in whole or in part, the Purchase Order shall be deemed to be terminated without liability to either Party. It is understood that, in the event of a partial termination, the part of the Order that has not been terminated shall remain in effect.

5. ACCESS TO CUSTOMER PREMISES

5.1 In the event of an intervention on a Customer site, the Customer undertakes to let Saft, or its sub-contractors, access the site at the hours agreed between the Parties.

Accordingly, the Customer undertakes to give appropriate instructions to the security personnel and, if needed, to get any required authorisations.

5.2 The Customer undertakes to provide Saft with the internal regulations (*règlement intérieur*) applicable to the premises where Saft or its subcontractor shall intervene.

5.3 The Customer shall plan and provide all means required to comply with safety rules when intervening. In this regard, the Customer notably guarantees that a person authorised to carry out electrical work attends when Saft intervenes. Said person shall also be able to take any required steps as soon as possible, to save Saft's or its subcontractor's employee in the event of an accident.

5.4 In the event of illness or accident affecting an employee of Saft or of one of its sub-contractors, the Customer undertakes to provide the best possible assistance and the best possible medical treatment.

In the event of decease, the Customer undertakes to provide assistance to Saft in connection with the repatriation formalities carried out by Saft.

6. MAINTENANCE

6.1 Tools, consumables, equipment

Saft shall provide any tools, equipment or consumables that are necessary to provide the maintenance services.

Nevertheless, the Customer shall allow Saft to use any lifting and handling equipment, and individual tools, any personal protective equipment, any usual consumer goods, and any fluids, which exist on site.

6.2 Preventive Maintenance

Preventive maintenance shall be carried out under the conditions set out in the Purchase Order.

The Purchase Order shall specify the Spare Parts involved, the detail of the operations, the frequency, and the applicable price.

6.3 Remedial Maintenance

6.3.1 Saft undertakes to get in touch with the Customer as soon as possible after receiving notice in writing / on the phone, of an error affecting the Product, to try and help the Customer remedying the issue remotely.

6.3.2 In the event the recommended actions do not make it possible to solve the error, an initial error report shall be drawn up by Saft and forwarded to the Customer within the shortest delays after the notice.

Upon written request by the Customer, Saft undertakes to intervene on the Customer's premises under the conditions set out with the Customer.



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6.4 Once the operations are completed, Saft shall draw up an intervention report and disclose it to the Customer. Recommendations shall be included in this report, if relevant.

7. STOCK MANAGEMENT

Spare parts shall be purchased by the Customer in accordance with the management policy set out by Saft, on request by the Customer or in sufficient quantities and quality to make it possible for Saft to provide the maintenance services the Customer subscribed to.

Risks shall pass in accordance with the Ex-Works Incoterm (Incoterms 2010).

Spare parts, or damaged components, which are sent to Saft for repairing, shall remain the Customer's property.

8. TRAINING

8.1 Training shall be conducted on the dates provided for in the Purchase Order, subject to the application of article 4.2.

8.2 In the event of cancellation of the Training at the Customer's initiative, a written notice of cancellation shall be received by Saft at least 15 days before the scheduled date of the training session. Saft shall repay the whole of the price.

8.3 If the notice of cancellation is received:

8.3.1 between 15 days and 5 days before the scheduled date of the training session, 50% of the price shall remain owed;

8.3.2 less than 5 days before the scheduled date of the training session, or if the trainees do not show up, 100% of the price shall remain owed;

8.3.3 the part of the price, or the price as a whole, which is retained by Saft under the aforesaid conditions, is a full and final lump-sum indemnity.

9. SPARE PARTS DELIVERY

9.1 All delivered Spare Parts shall be packed and packaged for shipping according to Saft standards, unless provided otherwise between Saft and the Customer.

9.2 Unless provided otherwise between Saft and the Customer, terms of delivery shall be Ex-Works (Incoterms 2010, ICC).

9.3 It is expressly agreed that shipment of the Spare Parts is at the Customer's risk even if the shipping is done at Saft's expense. The Customer shall take all necessary precautions and any required insurance to cover these risks, at the Customer's expense.

9.4 The Customer shall perform a visual inspection of the Spare Parts on receiving them, and shall notify any reservations to Saft within 24 hours. A failure to notify reservations within that time period shall be deemed an acceptance of the Spare Parts.

9.5 Should the delivery of the Spare Parts be postponed by the Customer to a later date than that initially agreed, then the Customer will be required to pay the following to Saft: (i) the invoice for the balance of the purchase price on its due date, and (ii) 1% of the amount of the Purchase Order per week during which the Spare Parts are stored on Saft's premises. Should the Customer postpone delivery of any Spare Parts above 12 weeks from the scheduled delivery date, Saft shall have the right to deliver the Spare Parts to the Customer and to invoice accordingly.

10. RETENTION OF TITLE

10.1 Saft retains full title to the Spare Parts until full payment of the price has been received.

10.2 Notwithstanding Saft's retention of title, the risks related to the Products (including the risk of loss or destruction), shall pass to the Customer in accordance with article 9.3 above.

10.3 Until full payment of the price, the Customer shall keep the Spare Parts separate from all of its other products, and shall ensure the Spare Parts are properly stored, protected, insured, and identified as Saft's property.

10.4 Saft reserves the risk to reclaim the Spare Parts if the purchase price has not been paid on due date. In such a case, the Customer undertakes to return the Spare Parts to Saft on Saft's first request, and to bear any related transportation costs.

11. WARRANTY OVER THE SPARE PARTS SUPPLIED AS PART OF SERVICES

11.1 Saft warrants that the Spare Parts shall, for a period of one (1) year from their date of delivery, be free from any defects in material or workmanship and shall confirm to the contractual specifications or to the specifications sheet of the Spare Parts.



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The warranty shall not cover defects or failure of the Spare Parts caused by (i) improper repair, storage or maintenance by a person other than Saft, or (ii) a modification / installation, use by a person other than Saft, which is inadequate or abnormal (and notably overloading or overcharging) or, as the case may be, not complying with the terms of Saft's user manual.

11.2 Warranty claims must be made to Saft immediately after discovering the defect and, in any case, by the end of the warranty period.

11.3 This warranty is exclusive of any other express, implied or statutory warranties. All other warranties (including, but not limited to, the warranties of merchantability or fitness for a particular purpose), are expressly excluded.

11.4 If Saft fails to comply with the warranty, the Customer's only remedy shall be limited to the repairing, replacement, or the refund of the purchase price of, the defective Spare Parts, excluding any other liability for Saft.

11.5 Spare Parts shall be regarded as defective if the failure is duplicated by Saft during its examination. Non-conformity shall be determined by reference to the contractual specifications applicable to the allegedly defective Spare Parts.

12. LIABILITY

12.1 SAFT's liability in the event of a poor performance or failure to perform its obligations, shall be limited to the direct damage to property, without exceeding the price of the Purchase Order.

12.2 By way of exception to article 12.1, Saft shall be deemed to be liable in the event an error appears within 6 months following an intervention by Saft on an equipment.

12.3 Saft undertakes to intervene on such equipment at its own expense to remedy such error, excluding any other remedy, indemnity or damages.

12.4 The presumption of liability shall not apply in the following situations:

- Inadequate operation by the Customer;
- maintenance or repairs carried out by a person other than Saft, under conditions that are not in conformity with Saft's user manual;
- and more generally any event that is beyond Saft's control.

12.5 Saft's liability may under no circumstances be incurred for indirect damage (whether consequential or not) that may arise at any time and for any reason, including, but not limited to, for lost profit, loss of income or data, loss of business prospects, or loss of an opportunity.

13. INTELLECTUAL PROPERTY

13.1 Any and all intellectual property rights in, or related to, the Services and Spare Parts (including in or to any designs, drawings, technical specifications, test results, technical descriptions, catalogues, brochures, manuals and any other data, disclosed with or in relation to the Offer or resulting from Saft's performance of the Purchase Order) are and remain Saft's exclusive property. Saft grants no license over the intellectual property rights related to the Spare Parts sold under these Terms and Conditions.

13.2 However, a license for use of the literary and artistic property in the studies and audit reports drawn up when performing the Services shall be granted by Saft to the Customer for the sole purposes of their implementation in France and abroad and for the maximum duration of the applicable protection, unless the Parties agree otherwise. The Customer undertakes not to reproduce, broadcast, adapt or modify them in any manner whatsoever.

13.3 The Customer undertakes not to infringe the intellectual property rights (as defined in article 13.1), and not to test, dismantle, reverse engineer or analyse the Spare Parts in any manner, except with Saft's prior written consent.

14. CONFIDENTIALITY

Any information, data, know-how disclosed by Saft will be treated by the Customer as being strictly confidential. Except with Saft's prior written consent, such information, data and know-how shall not be (i) used by the Customer for another purpose than the one for which the Services and Spare Parts are intended, nor (ii) disclosed to any third party.

15. FORCE MAJEURE

15.1 Force majeure means any event that is beyond either party's control, as defined by case-law. Events of force majeure include, but are not limited to, strikes and other industrial disputes, the inability to obtain fuel, material or parts, repairs to equipment, a supplier's failure, a fire, and any other accident or incident.



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15.2 Should either party be prevented from performing its obligations by reason of force majeure as defined in article 15.1 above, then such party shall not be liable for such non-performance and its obligations shall be suspended for the duration of the force majeure event.

16. UNDECLARED LABOUR

Saft certifies and warrants that it complies with any applicable laws and regulations relating to the fighting of undeclared labour, as defined in articles L. 8221-1 *et seq.* of the French Labour Code.

17. APPLICABLE LAW – DISPUTE RESOLUTION

These Terms and Conditions shall be governed by the laws of France without making reference to its conflicts of law provisions. Any dispute arising between the parties shall be referred to the Commercial Court (*Tribunal de Commerce*) in Paris, France, which shall have exclusive jurisdiction. Nothing in these Terms and Conditions shall prevent Saft from bringing proceedings in front of another court to the extent permitted by applicable law.

18. MISCELLANEOUS

18.1 Waiver

No failure or delay by Saft or by the Customer in exercising any of its rights under these Terms and Conditions shall operate as a waiver thereof nor shall any single defective or partial exercise thereof preclude any other or further exercise of that or of any other right.

18.2 Assignment – Subcontracting

A Purchase Order may not be assigned or transferred by the Customer save with Saft's prior written approval.

Saft reserves the right to subcontract the provision of the Service.

18.3 Amendments:

Any amendments to the Purchase Order will be recorded in a written instrument executed by Saft and the Customer.

18.4 Severability

If any one of the provisions of these Terms and Conditions were found invalid or unenforceable, the other provisions of these Terms and Conditions shall remain unaffected.