

SAFT
GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1. These General Terms and Conditions of Sale shall apply to all Offers submitted by SAFT to a Customer and to Purchase Orders received from a Customer and accepted by SAFT for the sale of Products. These Terms and Conditions shall prevail over any other terms and conditions contained in any Purchase Order or other document of or communication from the Customer.

1.2. Offer is open for acceptance within 30 days after its date of issuance unless a different validity period is stated in the Offer. All Purchase Orders are subject to acceptance by SAFT in writing.

1.3. Descriptions and illustrations contained in SAFT's catalogues, brochures, price lists and other advertisements are for general information purposes only and Customer shall be deemed to have purchased the Products without reliance on such descriptions and illustrations.

2. DEFINITIONS

2.1. "Terms and Conditions" shall mean these SAFT General Terms and Conditions of Sale.

2.2. "Offer" shall mean an offer issued by SAFT that includes a quotation and/or a price list for the purchase of Products by Customer.

2.3. "Purchase Order" shall mean the order issued by the Customer for the purchase of Products, and acknowledged by SAFT in accordance with these Terms and Conditions.

2.4. "Products" shall mean the goods, materials or equipment and any part or component thereof supplied by SAFT and/or any work or services performed by SAFT pursuant to these Terms and Conditions.

2.5. "Customer" shall mean the buyer of Products, the recipient of an Offer or the party issuing a Purchase Order.

2.6. "SAFT" shall mean any company of which SAFT GROUPE SA holds directly or indirectly more than 50% of the capital.

3. PRICE – PAYMENT

3.1. Unless otherwise agreed in writing, Products are invoiced at the prices applicable on the date when the Products leave SAFT's warehouses.

3.2. Unless otherwise agreed in writing, all prices are given by SAFT on Ex-Works basis (Incoterm 2010) and where SAFT agrees to deliver the Products otherwise than at SAFT's premises, Customer shall be liable to pay all SAFT's charges and duties in respect of carriage, freight, packaging, customs and insurance.

3.3. Payment for Products shall be made by the Customer within 30 days from the date of the invoice or as otherwise agreed between SAFT and the Customer.

3.4. The price is exclusive of any applicable value added tax or any other taxes and duties, which Customer shall be additionally liable to pay SAFT.

3.5. Any amounts not received by SAFT by the due date shall be subject to interest at the rate of 15% per annum, increased by a lump sum for recovery costs of 40€ per delayed

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invoice. This amount shall be calculated on the overdue payments, with capitalization of interest.

3.6. Should the Customer fail to fulfill its obligations of payment at the due date, SAFT reserves the right to cancel the sale 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. DELIVERY

4.1. All Products shall be suitably packed for shipment in accordance with SAFT's standard, unless otherwise requested by the Customer and agreed to in writing by SAFT.

4.2. SAFT shall do its best efforts to comply with the delivery date specified in the Purchase Order acknowledged and/or in the Offer. Partial delivery shall be permitted. Delays shall, in no case whatever, justify the cancellation of the Purchase Order. SAFT shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including Force Majeure as defined in Section 11. If performance by SAFT is delayed by reason thereof, it shall notify Customer, and the time for performance shall be extended for the period of such contingency. If, as a result of any such contingency, SAFT is unable to perform any accepted Purchase Order in whole or in part, then to the extent that it is unable to perform, such Purchase Order shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion thereof, if any.

4.3. Delivery takes place in accordance with Ex-Works SAFT's facilities (Incoterms 2010) or as otherwise agreed in writing between the parties.

4.4. It is agreed between SAFT and Customer that the Products are shipped at the Customer's risk even if the shipping is done at SAFT's expense. Customer shall then take all necessary precautions including insurance to cover these risks.

4.5. The Customer shall perform a visual inspection at the receipt of the Products and notify to SAFT any reservations within 24 hours.

4.6. Should Customer postpone delivery of any Products, Customer will be required to pay to SAFT i) the invoice at the due date and, ii) 1 per cent of the Purchase Order price per week for the Product's storage at SAFT premises. Should Customer postpone delivery of any Product above 12 weeks from the scheduled delivery date, SAFT shall have the right to deliver the Product and to invoice accordingly.

5. RETENTION OF TITLE

5.1. SAFT retains full ownership of the Products until full payment of the selling price has been received.

5.2. 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 section 4.3 above.

5.3. Until full payment of the price, the Customer shall keep the Products separate from any other products and properly stored,

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protected, insured and identified as SAFT's property.

5.4. SAFT reserves the right to reclaim the Products if the selling price is unpaid at the due date and Customer undertakes to return the Product on SAFT's first demand and bear all related expenses.

6. WARRANTY

6.1. SAFT warrants that the Products shall, for a period of one year from SAFT's delivery of such Products, be free from defects in materials and workmanship and shall conform to the contractual specifications or to specification sheet of the Product. This warranty does not cover defects or failure caused by improper handling, storage, maintenance or repair or by any modification, misconnection, abuse, abnormal use of such Products (inter alia overloading or overcharging) or use not complying with SAFT user manual provisions if any.

6.2. Warranty claims must be made to SAFT immediately after discovering the defect and within the warranty period or are forever waived.

6.3. The foregoing warranty is exclusive of any other warranties, express, implied or statutory. In particular, this warranty shall not apply to failure arising from defect in design, when the design has been completed by a third party. Unless otherwise agreed, the warranty shall not apply to the compliance of Products to Customer's needs. Should the Products warranty be breached, Customer's exclusive remedy against SAFT, and SAFT's sole obligation, shall be limited to, at SAFT's option, repairing or replacing the defective Products or refunding the purchase price of such defective Products.

6.4. The Product shall be considered as defective if the failure may be duplicated by SAFT, it being understood that non conformity shall be determined by reference to the contractual specifications applicable to the allegedly defective Products.

7. INSTALLATION

7.1. Unless otherwise agreed in writing, all prices are exclusive of any installation or service Customer may require.

7.2. If SAFT is required to install the Products supplied hereunder at the Customer's premises, SAFT shall be under no liability whatsoever for damage incurred by the Customer, caused by SAFT, its agents or sub-contractors in installing the Products or for any consequential damages or purely financial loss howsoever caused.

8. INSPECTION & TESTS

8.1. Tests on the Products specified in the Offer will be performed by SAFT at its facilities.

8.2. If Customer requires tests other than those specified in the Offer, or if Customer requires that the specified tests be carried out in the presence of its representatives, Customer shall pay for the cost of those tests and any other associated costs.

9. LIABILITY

9.1. In no event SAFT shall have any liability for damages in an amount exceeding the purchase price of the related defective Products.

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9.2. SAFT shall not have any liability for incidental, indirect or consequential damages arising out or relating to the Purchase Order or the Products, including but not limited to loss of profit or revenue, business opportunity or anticipated saving.

9.3. Unless otherwise agreed in writing with the Customer, SAFT shall not be liable for damages arising from the integration or the use of Products in a system or equipment (the "System"), on the design of which SAFT has no control. In such case, the Customer is solely liable for the System quality and reliability, as well as for necessary security device and shall indemnify SAFT against any demand, claim, action, decision, loss or damage arising from the use of the System which incorporates the Products.

10. INTELLECTUAL PROPERTY

10.1. Any and all intellectual property rights related to or in connection with the Products (including any designs, drawings, specifications, test results, technical descriptions, catalogue, brochures, manuals, and other data, or submitted with or in connection with SAFT's Offer or resulting from the performance of the Purchase Order by SAFT) is the property of SAFT. No license is granted by SAFT on the Products under these Terms and Conditions.

10.2. The Customer shall refrain from infringing upon SAFT's intellectual property rights (as defined in section 9.1) and not destructively test, disassemble, radiograph, reverse engineer or otherwise analyze any Products, without SAFT's prior written consent.

10.3. In the event that Products are developed and/or manufactured in accordance with plans, drawings and specifications provided by the Customer, the Customer shall hold harmless SAFT against any and all claims and damages resulting from alleged or actual infringement of any industrial or intellectual property rights of a third party.

10.4. Customer shall promptly notify SAFT of any intellectual property claim related to the Products and shall give SAFT any assistance and information requested by SAFT for the defense of such intellectual property claim.

10.5. Unless otherwise agreed in writing, specific tooling designed and produced to manufacture Products designed by SAFT according to Customer's specifications shall remain SAFT's exclusive property.

11. CONFIDENTIALITY

Any information, data, know-how disclosed by SAFT shall at all times be treated by the Customer as strictly confidential and shall not without SAFT's prior written consent (i) be used by the Customer for any other purpose than the use of the Product, and/or (ii) be communicated to third parties.

12. RECYCLING

SAFT commits to recycle at the end of their life Nickel Cadmium batteries delivered under the Purchase Order. The spent Nickel Cadmium batteries shall be delivered by Customer at their expense to a national collection point approved by SAFT in order to assure proper recycling. Cost of recycling will be at SAFT's expense.

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13. FORCE MAJEURE

13.1. Force Majeure means any events beyond Parties' control including without limitation, strikes or other labor disturbances, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, supplier's failings, fire or accident.

13.2. Should either party be prevented from performing its obligations by reason of Force Majeure, then such party shall not be liable for such nonperformance and its obligations shall be suspending for the duration of the Force Majeure event.

14. APPLICABLE LAW AND DISPUTES

These Terms and Conditions will be governed by the laws of France without making reference to its conflict of law provisions. Any action shall be brought by the parties within the exclusive jurisdiction of Tribunal de Commerce de Paris. Nothing in this paragraph shall limit the right of SAFT to bring proceedings in any other courts of competent jurisdiction to the extent permitted by applicable law.

15. MISCELLANEOUS

15.1. Modification: SAFT reserves the right, at any time, to make any technical improvements of the Products subject to an increase of price.

15.2. 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 any other right.

15.3. Assignment: the Purchase Order shall not be assigned nor transferred by the Customer without the prior written consent of SAFT.

15.4. Amendment:

15.4.1 Any modification to the Purchase Order shall be made only in writing and duly signed by SAFT and the Customer.

15.4.2 SAFT can revise the present Terms and Conditions without notice to the Customer.

15.5. Nullity: if any provisions of these Terms and Conditions are declared null and void, the validity of the other provisions shall not be affected.