

ASCQUER is a non-profit, corporate association (independent association under the FR law 1901), registered in Paris the 11st of March 2011 under the n° W921000005. Its headquarters are located number 58, rue de l'Arcade - 75384 Paris Cedex 08 France. The ASCQUER customer service may be contacted by phone (+33 1 40 08 17 00) or by email (contact@ascquer.fr). ASCQUER is hereafter named "the Certification Body".

ARTICLE 1 : CONTRACTUAL FRAMEWORK - General Terms and Conditions for certification services (or 'General Conditions') shall apply without any restriction and reservation to all sales completed by the Certification Body with any legal entity or company domiciled in France, in the European Union, in Europe, or out of Europe. Companies domiciled out of Europe shall have a statutory representative in the European Union. By passing an order, the requesting entity or the holder of one or several certificates, hereafter named "the Company", shall accept without any restriction and reservation these General Conditions. No document and no particular conditions can have for effect, except formal and written acceptance by the Certification Body, to derogate to these General Conditions. By passing an order, the Company does waive to any contrary condition even usually set by it and which shall be, failing this express acceptance, incontestable to the Certification Body, whenever the moment it may have been informed.

The Contract, which governs the legal relations between the Certification Body and the Company, is composed with the present General Conditions, the particular conditions named until they are signed, "proposal" and the certification contract, if so.

This Contract prevails over any other document. It comes into effect on the date of its signature by both parties and is valid until the end of validity of the Product certificate(s). If the Company loses its certificate(s) due to a withdrawal decided by the Certification Body by reason of non-compliance of the product(s) with the certification rules, it shall entail ipso jure the nullity of the contact without retroactive effect, and without application of the refunds provided for ARTICLES 1352 to 1352-9 of the French Civil Code and without any financial compensation for general damages.

ARTICLE 2 : CONTRACT PURPOSE – The General Conditions apply to the certification services of road equipment delivered by ASCQUER, the Certification Body mandated by AFNOR for the issuance of the mark NF 058 for road equipment (administrative and

technical examination of the applicant file, inspection and initial type testing, monitoring inspection and testing, issuance of the Product right of use and technical sheets, maintenance of the certification file, issuance or update of the annual right of use) and notified by the French State under the n° 1826 for the issuance of the CE marking of road equipment (administrative and technical examination of the applicant file, inspection and initial type testing, issuance of the Product CE certificate, monitoring inspection, maintenance of the technical certification file, maintenance or update of the CE certificate) in accordance with the European legal provisions.

The Company demands to the Certification Body, which accepts it, to proceed to the certification of its product(s). The Certification Body declares, based on the results of the inspections and of the laboratory tests, potential conformity of the product(s) with the requirements of the pending certification referential(s) (CE referential and/or NF mark referential) and of the relevant technical annex. The certification referential is described in the applicable referential (general NF058 referential or CE referential) and in the applicable technical annex relevant for the product to be certified. The General Terms and Conditions for certification services hereafter describe the rights and duties of the Certification Body and its client in the context of selling the following services: certification of road equipment products according to the AFNOR NF 058 mark (examination , inspection and initial testing type, monitoring inspections and testing for the products to be certified) and/or of road equipment products according to the CE marking (examination , inspection and initial testing type, monitoring inspections for the products to be certified). The certification services consist in performing a service in a given activity in order to potentially issue one or several certificate(s) based on one (or several) referential(s) and/or a right of use of the corresponding mark(s). Any service performed by the Certification Body and its sub-contractors consequently implies the buyer's acceptance without any restriction and reservation of the current General Conditions.

ARTICLE3 : IMPLEMENTATION CONDITIONS OF THE SERVICES - If for any reason, the certificate issuance procedure is stopped, the sums corresponding to works achieved or engaged by the Certification Body are payable or will remain the property of the Certification Body. Transportation and accommodation costs related to carrying audits, if so, shall be charged to the Company which shall commit to refund the Certification Body. Dates of annual monitoring inspections are usually

planned at the beginning of the year with the customer. Transportation and accommodation are booked early to limit costs.

If an inspection is postponed without valid reasons by the Company which already accepted the planned dates before the date planned for starting the inspection, the Certification Body reserves its right to demand that the company shall pay:

- Transportation and accommodation costs, if the postponement occurs from 60 to 31 days before the planned date,
- Transportation and accommodation costs and 25 % of the monitoring inspection price, if the postponement occurs 8 to 30 days or less before the planned date.
- Transportation and accommodation costs and 35 % of the monitoring inspection price, if the postponement occurs less than 8 days before the planned date.

The Company shall inform the Certification Body and its inspector of any postponement by e-mail. The date used for establishing the deadline of the postponement of the inspection will start from the date of the email.

If an inspection is canceled without valid reasons by the Company which already accepted the planned dates before the date planned for starting the inspection, the Certification Body reserves its right to demand that the company shall pay transportation and accommodation (food and lodging) costs and 100 % of the monitoring inspection price.

The Company shall inform the Certification Body and its inspector of any cancellation by e-mail.

ARTICLE 4: PRICE - The price payable to the Certification Body is defined and specified in the particular conditions of the current contract.

4.1 The Certification Body reserves its right to revise annually its prices. The Certification Body's prices are updated annually and voted by its General Assembly. Any delay or absence of any action by the Certification Body for the application of the current price does not entail any waiver of the application of this ARTICLE.

4.2 Furthermore, the Certification Body, which does not accept to bear the risk of a change in the price of the services of its subcontractors during the year, reserves its right to modify its prices at any moment in transferring on them the price increases of its subcontractors. The modified prices will apply to the services carried out after the notification of the new prices to the Company.

Prices of testing services and of inspection services and prices for the examination of certification application files are established on the basis of the prices applicable

during their implementation. They are expressed in euros and calculated net of VAT. Consequently, VAT related to the order will be charged thereon. Prices of entry rights, certificates or annual rights of use are established on the basis of the prices applicable during their delivery. They are expressed in euros and calculated net of VAT. Consequently, VAT related to the order will be charged thereon.

ARTICLE 5: DISCOUNT - No discount will be granted for early payment.

ARTICLE 6: TERMS OF PAYMENT- The payment of invoices is to be made by check or by bank transfer 30 days date of issue of the invoice. Entry rights and the examination of a certification application file are payable at the beginning of the application process. Testing and inspection services are payable as soon as their results are available for the applicant. Annual rights of use for the certificate NF 058 are payable as soon as its issuance and annually. Fees for CE certificate are payable as soon as its issuance and annually.

TAXES AND BANKING CHARGES - In case of services performed outside the national territory of the Certification Body, the Company shall pay the authorities and/or the appropriate local authority, any direct and indirect national taxes and/or duties resulting hereto and shall undertake to provide, on request from the Certification Body, any necessary documents evidencing payment of such taxes and/or duties.

Each party shall bear its share of the bank charges resulting hereto.

ARTICLE 7: PENALTIES FOR OVERDUE PAYMENT – The Company shall pay the invoices in the prescribed conditions. In cases where an initial notification by registered letter with acknowledgment of receipt does not permit, within a period of one month, the recovery of the full amount owed, the process leading to sanctions (as described in the referential) is involved. The Certification Body reserves the rights to notify the suspension, restriction or withdrawal of the certificates of all the products of the holder or to stop the examination of the certification application files amounts owing are paid. Overdue payment prevents the Certification Body to accomplish its responsibilities of control and intervention according to the relevant Certification Referential. In the case of overdue payment over 3 months, a penalty is due by the company, equal to three times the most recent refinancing rate. Any delay in payment will cause a 40 euros fixed compensation for recovery costs.

ARTICLE 8: EXAMINATION OF CERTIFICATION APPLICATION FILES AND ISSUANCE OF CERTIFICATES –

The issuance of a certificate (CE certification of assessment and verification of the constancy of performances or right of use NF 058) is based on the technical and administrative examination of the certification application file. It can be complemented if needed, by a (or several) initial inspection(s), initial type testing, a (or several) monitoring inspection, a (or several) monitoring testing(s) and the analysis of their results. Depending on the eligibility of the application and on the assessment of its compliance with the requirements of the relevant referential, the certification of the product will be notified to the Company:

- by postal delivery of an original paper certificate signed (copy by electronic mail),
- by the publication of the reference of the certificate and its associated documents if any in the Web site of the Certification Body www.ascquer.fr.

The delivery time of the certification services mentioned during the recording of the order is only indicative and shall not be considered as a contractual duty. Accordingly, any reasonable delay in delivering the services shall not entitle the customer to damages nor shall it entitle it to cancel the order.

ARTICLE 9: SUSPENSION, WITHDRAWAL OR REDUCTION OF THE CERTIFICATION SCOPE – Decisions of suspension, withdrawal or reduction of the certification scope are described in the relevant certification referential, technical annexes and in the certification contract.

ARTICLE 10: DUTIES OF THE COMPANY – The company applicant/holder shall cooperate with the Certification Body in facilitating any verification of the respect of certification rules freely accepted and pay the balance of the invoice to the Certification Body. The Company states that it complies with legal provisions. It means particularly for the Company to:

- provide the Certification Body or its authorized representatives with all required work documents, specifically those used by the Company, in sufficient time to allow the Certification Body's work,
- provide the Certification Body with means to access the inspection site as well as any equipment required for its audits, as needed,
- ensure, for all personnel sent by the Certification Body, that all health and safety rules are compliant with applicable laws and regulations,

- take all required measures to help the proper performance of the Certification Body's audits,
- agree to the attendance of a silent observer, when such attendance is required from the Certification Body by standards or agreements signed by the Certification Body,
- duly sign and return notifications sent by the Certification Body prior to any audit within the times specified therein. Failing a reply within such time, the Company shall be deemed to agree with the terms contained in the said notifications,
- send the Certification Body as needed, by registered mail with acknowledgement of receipt, a duly motivated request to challenge any auditor, within one day following the receipt of the audit notification.

The Company undertakes to provide accurate, truthful and complete information to the Certification Body and to disclose any information of any kind that has an impact on the certification process. More specifically, the Company shall:

- inform the Certification Body of previous certification and/or assessment processes it engaged in and their outcomes,
- provide, as needed, the Certification Body with the name(s) of the organization(s) providing or that have provided advisory or similar services.
- communicate, where appropriate, the level of actual integration of common management system to multiple standards, this level impacting the audit duration cycle certification.

ARTICLE 11: DUTIES OF THE CERTIFICATION BODY – The Certification Body undertakes not to disclose, even partially, to any other person, any information that it may become aware of during the performance of the contract, without the Company's prior and written consent. If information is legally required to be disclosed to third parties, the Company is informed of the information supplied by the Certification Body within the limits contained in the law.

This clause shall remain applicable until five years after the termination of the Contract.

ARTICLE 12: CONFIDENTIALITY – The Certification Body shall make the information concerning the granting, suspension, reduction or withdrawal of certification available to the public. In particular, the Company authorizes the Certification Body to disclose any information appearing on the certificate(s) and to mention permanently the said information on its Website www.ascquer.fr, including in the directory of certified Companies, during the validity of its

certificate(s).

The scope of public information is described in the relevant certification referential (CE referential or NF 058 referential). Public information may change depending on the product. It is detailed, if any, in the CE and/or NF technical annexes of the certified product.

ARTICLE 13 LIABILITY

The Certification Body undertakes to dedicate all necessary means for the performance of its services. Its liability shall not be involved other than in the event of error or negligence, of which the Company is responsible for furnishing evidence.

In that event, the Certification Body's obligation to the Company for damages, losses, costs, expenses and other losses suffered where its professional liability is involved, shall not, whatever the circumstances, nature and significance of the loss, exceed an amount equal to ten times the amount of the audit day.

The Company shall be solely responsible for the use it makes of its certificate(s), which show an assessment but not the existence of a guarantee.

The Company undertakes, in the event of any dispute by a third party, not to involve the Certification Body's liability on the expected interpretation of the value of its certificate(s).

The issuing of certificate(s) and/or any other document whatever the medium, and any Certification Body's intervention does not imply that the Company has complied, complies and will comply with law and/or regulation.

Similarly, the issuing of certificate(s) alone does not constitute a notification of compliance with the requirements of regulation and/or law notably issued by national or international agencies.

ARTICLE 14: GOVERNING LAW AND DISPUTE RESOLUTION

The Contract shall be governed by and construed in accordance with the Law of France. In the event of a dispute concerning the interpretation, the formation or the execution of the Contract, the Parties agree to attempt to reach an amicable solution. Should they not succeed in doing so, the dispute shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris, France.

ARTICLE 15: FORCE MAJEURE – The absence of execution or delays resulting from force majeure will release the Certification Body responsibility against any liability described in the General Conditions. Conditions

of force majeure applies to any unforeseen and uncontrollable event as mentioned in ARTICLE 1218 of the French Civil Code.

ARTICLE 16: LANGUAGE - In case of any litigation or dispute, the French version of the present General Terms of Sale will prevail over the English translation.