

# **AGREEMENT**

## **No. Z/BTS/DOP-POL/87/2018**

Between:

Name:

**Letisko M.R. Štefánika - Airport Bratislava a.s. (BTS)**

Registered office:

Letisko M. R. Štefánika  
823 11 Bratislava II 216, Slovak Republic

Correspondence address:

Letisko M.R.Štefánika, P.O.BOX 160  
823 11 Bratislava 216, Slovak Republic

Statutory representative:

Jozef Pojedinec – Chairman of the Board & CEO  
Oto Šinkovic – Member of the Board & Executive Director for Strategy,  
Infrastructure and Development

Registered Company No.:

35 884 916

VAT No.:

SK2021812683

Bank Connection:

Account No:

IBAN:

BIC:

GIBASKBX

Hereinafter referred to as **"the Buyer"**

And

Name:

**TLD EUROPE**

Registered office:

Saint Lin  
79420 Reffannes  
France

Statutory representative:

Verin Nicolas

Registered Company No.:

340 991 546 R. C. S. Niort

VAT No.:

FR 40340991546

Bank Connection:

IBAN:

BIC:

Hereinafter referred to as "t

The Buyer and/or the Seller

## TERMS AND CONDITIONS OF THE AGREEMENT

### ARTICLE 1. SCOPE OF SUPPLY

The Seller shall, subject to the terms and conditions of this Agreement supply and deliver to the Buyer a quantity of one Conveyor Belt – Model : NBL Electric (CE Version) without battery, a quantity of one Tropicalized charger, outdoor use under shelter (IP20), a quantity of one fast charge 8h and 80V / 420 Ah battery set with centralized filling as per Seller Quotation No. 2016100052-5 dated 28/02/2018.

### ARTICLE 2. PRICE

Item	Description	Qty	Unit Price (in Euros)	Total Price (in Euros)
1.	<p>Electric motor 80V without battery (including CE version kit) Driving station, without cab Electric circuit 12V + circuit breakers (IP65) Boom lenght : 7800mm, width : 780 mm, belt width : 600 mm Stapled belt 1200 kg maximum load capacity 1 LHS fixed handrail (H = 850 mm) with telescopic front part simple extension Pivoting RHS handrail (H = 850 mm) with telescopic front part simple extension Power steering Drum brakes at the rear Front disc brakes Boom up/down by toggle switch control 1 front RHS pendant control box + 1 rear RHS fixed control box One E-stop on rear LHS of the boom 2 verticals front bumper Rubber bumpers at rear boom corners One work working light at driver's station Battery master switch Fixed belt speed at 18m/min Pneumatic tires 225/70 R15 tubeless :</p>	1	€35.612,-	€35.612,-

	<p>same wheel front and rear  Manual hand brake  1 emergency push button on dash board  Boom rear up/down correction  Rear step  white paint RAL 9016, wheels grey RAL7042 and security components yellow RAL1007  Preparation for shipment on truck  Engine hood  Driver seat with arm rest and safety belt  Hand brake and speed selector protection  Low fuel indicator light on dashboard  Flashing beacon  Reverse buzzer  Phare de travail AR  Side view mirror on driver's station LHS and RHS  Reverse light  Front and rear protection light integrated on the chassis  Anti-reverse safety on transmission  Driving shaft cover protection  1 CDrom and 1 paper operator manual (delivery with equipment)</p>			
2.	Tropicalized charger, outdoor use under shelter (IP20), fast charge 8h, tri phases 230V or 400V / 50-60 Hz	1	€1.557,-	€1.557,-
3.	002 - Standard environment : -10°C ; + 40°C (14°F ; 104°F)	1	€0	€0
4.	80 V / 420 Ah battery set with centralized filling	1	€5.051,-	€5.051,-
5.	Transport cost with unloading	1	€2.400,-	€2.400,-
	<b>Total Price CIP Bratislava Airport</b>			<b>€44.620,-</b>

### **ARTICLE 3. TERMS OF PAYMENT**

Payment is to be made in Euros, 30 days from delivery date of the invoices, issued as follows:

- 30% of total price down payment with the purchase order
- 70% of total price before shipment

The bank details of the Seller are as follows:

SOCIETE GENERALE

2 Boulevard Haurloup

in EUR.

t-Agricole CIB)

### **ARTICLE 4. DELIVERY**

Delivery time is stated as 20 weeks from receiving formal customer purchase order. Depending on factory work-load at the date of the customer purchase order, TLD EUROPE may adjust the delivery schedule to meet mutual convenience. Maximal acceptable adjustment is stated as 2 weeks. If the Seller delays with delivery of the subject of the purchase, he undertakes to cover contractual penalty 0,05 percent of the total price for each day of the delay, maximum late penalties is 5%.

The Buyer becomes an owner of the subject of the purchase by signing the protocol of delivery.

### **ARTICLE 5. WARRANTY**

The equipment delivered by TLD EUROPE is guaranteed against any material and construction defects for a period of two years, in accordance with TLD general warranty conditions, provided hereto.

### **ARTICLE 6. TECHNICAL DATA**

The detailed technical specification of the factory new purchased equipment including their operational characteristics is as per the Seller's quotation and associated data sheet.

### **ARTICLE 7. DOCUMENTATION**

With each piece of equipment, 1 printed manual (Chapter 0 and 1 only) - and a complete CD manual is provided. The CD manual contains the following chapters:

- Chapter 0: Introduction

- Chapter 1: General Information & Operating Instructions
- Chapter 2: Maintenance
- Chapter 3: Overhaul / Major repair
- Chapter 4: Illustrated Parts List
- Chapter 5: Manufacturers Appendices Original components Manufacturers technical literature

On request you can access the manuals for your TLD equipment online and also obtain other printed manuals on demand.

The buyer commits to study the provided documentation with care and to ensure that all employees are aware of its existence and understand its content. The correct use of the equipment sold is the responsibility of the buyer.

#### **ARTICLE 8. CONTRACT CANCELLATION**

Any of the parties hereto can withdraw from this Agreement without stating the reason, namely with a 1-month notice period, starting on the first day of the calendar month following the calendar month when the notice was delivered to the relevant party.

#### **ARTICLE 9. NOTIFICATION AND LEGAL ADDRESSES OF THE PARTIES**

The Parties hereto declare that the information about each of them is true, in accordance with their actual condition and undertake to mutually inform each other about any and all changes of data mentioned hereto without undue delay following the change. The Parties undertake to inform the other Party about all details and information necessary to enforce any and all law associated herewith.

The Parties hereto agree that written documents, which contain legally significant facts in accordance hereto, shall be delivered to each other by mail, in the form of registered letters, unless otherwise agreed hereto. For the purpose hereto, a written document containing legally significant facts is understood to be in particular the termination of agreement, withdrawal from agreement, written notice demanding payment and any other notices for payment (i.e. invoices included).

The Parties hereto agree that the address to deliver the written documents pursuant hereto shall be the address of the company and correspondence address set forth in the heading hereto, unless one party shall inform the other party about a change of address. In such case, the address deemed as delivery address shall be the said address about which one Party notified the other Party. The notifying Party shall not be liable for any potential consequences associated with failing on its obligation to inform the recipient pursuant to this provision hereto.

The Parties are obliged to ensure receipt of any letters at the said address. In case of a failure to receive the letter, the declaration of will of one of the Parties, which was addressed to the other Party, shall be deemed to be the third (3rd) day of depositing the unreceived letter with the deliverer. This shall apply also in the case whereby the other Party did not acquaint itself with the letter or is not present at the point of delivery, unless the case is that the Party could not acquaint itself with the delivery as a consequence of an error on the deliverer's part.

In the case of an undelivered undeposited letter, the letter shall be deemed delivered on the day the deliverer returns it to the sender. The withdrawal or termination hereto (if permitted by this Agreement or the law), may be communicated to the other Party only in the form of a delivery with an advice of delivery. The previous provisions shall apply equally in this case.

With other manners of delivery (delivery by fax or e-mail), these shall be deemed delivered with the printing of the confirmation of the fax notice being sent from the technical equipment of the sender or with the displaying of a confirmation of the e-mail being sent on the technical equipment of the sender. This manner exempts addressing and delivering of:

- (i) written documents containing the legally significant facts
- (ii) other written documents, which are intended to produce legal effects in relation to the recipient (i.e. to establish, change or terminate rights or obligations)

Any notification or communication to be given hereunder shall be addressed to the respective Party as follows:

**THE BUYER**

**Letisko M.R. Štefánika - Airport Bratislava a.s. (BTS)**



o

**IONS**

**THE SELLER**

**TLD EUROPE**



[tld-europe.com](http://tld-europe.com)

Any changes or amendments hereto or to any of the non-detachable Annexes/Appendix hereof are only possible in writing, in the form of numbered amendments to this Agreement, approved by both Parties.

Legal relations between the Parties, which are not subject to provisions hereto, shall follow the relevant valid provisions of the Act No. 513/1991 Coll. Commercial Code, as well as other legal regulations of the Slovak Republic.

Both Parties agree that any disputes, claims proceedings or any legal rights or processes arising hereunder or connected herein in any way whatsoever will be governed in accordance to the law of the Slovak Republic. The parties submit to the exclusive jurisdiction of the court Bratislava II in Slovak republic.

Both Parties have agreed that prior to seeking solution at a court, they will undertake their best effort to settle the matter in good trust and spirit.

In the case that some of the provisions hereto, or some of the supplementary provisions hereto are or shall become invalid or ineffective for any and all reasons, then the validity of other provisions hereto shall remain in effect. Instead of an invalid or ineffective provision, a reasonable amendment shall come into effect, which, in accordance with a valid system of law, shall be considered to be the closest to the intent hereto.

The Parties hereto confirm that they fully understand the contents hereof, as well as of documents referred to herein. They also declare that their will was free and serious, that the Agreement is sufficiently certain and clear and has been concluded in accordance with the principles of good manners and fair trade.

This Agreement has been concluded and its legal effects shall become effective in line with the Act No. 546/2010 Coll. supplementing the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Agreements, administered by the Government Office of the Slovak Republic.

To avoid any doubts, in the event of any discrepancies between this Contract and General Terms and Conditions of Sale firmly attached hereto, specific terms set forth in this Contract shall prevail over the articles in the General Terms and Conditions of Sale.

This Agreement is made out in 4 (four) originals, 2 (two) for each Party.

Appendix No.1: Quotation No. 2016100052-5 dated 28/02/2018

Appendix No.2: Statement from Commercial Register

Appendix No.3: General Terms and Conditions of Sale

### AGREEMENT SIGNED BY

On behalf of Buyer

**Jozef Pojedinec**  
Chairman of the Board & CEO

Date: \_\_\_\_\_

**Oto Ši**  
Membr  
for Str

Director  
Development

Date: \_\_\_\_\_

On behalf of Seller

**Verin Nicolas**  
CEC

Date: \_\_\_\_\_





TLD EUROPE  
Sales Headquarter / Direction Commerciale  
3 Rue Gustave EIFFEL  
CS 30002  
37270 MONTLOUIS SUR LOIRE FRANCE  
Tel 33.(0)2 47 45 77 77 - Fax 33.(0)2 47 45 77 66  
Web site www.tld-gse.com

**BRATISLAVA AIRPORT**

**Jozef Pavuk**  
Main Technician  
P. O. Box 160, 823 11 Bratislava 216,  
Slovak Republic

28/02/2018  
Offer ref : 2016100052-5  
According to the TLD's Europe sales conditions



Mr. Pavuk,  
In reply to your inquiry for which we thank you, we are pleased to submit you our best offer for the following product(s)

**TLD** CONVEYOR BELT - MODEL : NBL ELECTRIC (CE VERSION) WITHOUT BATTERY (Qty:1)

We will be happy to supply any additional information you may require about materials and prices.

Thank you for your interest in our products.  
Sincerely,  
Sergio COLELLA





## CONVEYOR BELT - Model : NBL ELECTRIC (CE version) without battery



Uncontractual picture

### Version description

- Electric motor 80V without battery (including CE version kit)
- Driving station, without cab
- Electric circuit 12V + circuit breakers (IP65)
- Boom length : 7800mm, width : 780 mm, belt width : 600 mm
- Stapled belt
- 1200 kg maximum load capacity
- 1 LHS fixed handrail (H = 850 mm) with telescopic front part simple extension
- Pivoting RHS handrail (H = 850 mm) with telescopic front part simple extension
- Power steering
- Drum brakes at the rear
- Front disc brakes
- Boom up/down by toggle switch control
- 1 front RHS pendant control box + 1 rear RHS fixed control box
- One E-stop on rear LHS of the boom
- 2 verticals front bumper
- Rubber bumpers at rear boom corners
- One work working light at driver's station
- Battery master switch
- Fixed belt speed at 18m/min
- Pneumatic tires 225/70 R15 tubeless : same wheel front and rear
- Manual hand brake
- 1 emergency push button on dash board
- Boom rear up/down correction
- Rear step
- white paint RAL 9016, wheels grey RAL7042 and security components yellow RAL1007
- Preparation for shipment on truck
- Engine hood
- Driver seat with arm rest and safety belt
- Hand brake and speed selector protection
- Low fuel indicator light on dashboard
- Flashing beacon
- Reverse buzzer
- Phare de travail AR
- Side view mirror on driver's station LHS and RHS
- Reverse light
- Front and rear protection light integrated on the chassis
- Anti-reverse safety on transmission
- Driving shaft cover protection
- 1 CDrom and 1 paper operator manual (delivery with equipment)

Unit exw  
price

35 612 EUR

### Basic Options

Quantity	Prices
1	1 557 EUR
1	0 EUR
1	5 051 EUR

Unit Price, EXW: ST LIN

42 220 EUR

Offre commerciale société TLD

Transport cost with unloading	2 400 EUR
Quantity	1
Total Price, DAP: BRATISLAVA AIRPORT	44 620 EUR



Uncontractual picture

Extra Options	Quantity	Prices
Onboard battery charger inside waterproof box, tri phases 400V (+/-15%) / 50-60 Hz	1	2 592 EUR
Custom paint - level 1: special color on white parts including chassis, driving station and cabin	1	667 EUR
320 - Tow hitch at rear	1	130 EUR
046 - Universal hand rail double extension folding at right (supplement for NBL CE)	1	1 234 EUR
046 - Universal hand rail double extension fixed non folding (supplement for NBL CE)	1	928 EUR
Front light protections	1	208 EUR
320 - Tow hitch at front	1	130 EUR
208 - L/R side protection (PE)	1	263 EUR
060 - Boom Front bumper : 2 verticals bumper + inflatable wheel D400 mm	1	274 EUR
Aircraft Safe Docking KIT only NBL-E	1	5 000 EUR
040 - 9 m boom length	1	961 EUR
Second control box at the rear LHS	1	269 EUR
390 - Emergency manual hand pump	1	367 EUR
080 -Cab kit: closed cab with swinging door+rear glass+1 ext. side view mirror & 1 int. rear view mirror+cab heater/demister+windscreen wiper & washer	1	4 101 EUR
029 - Electric belt speed adjustment (8 to 30m/min)	1	283 EUR
205 - 80 mm boom width extension (total width 860 mm)	1	630 EUR

**I) GENERALITY**

This offer is subject to our "TLD EUROPE General Terms and Conditions of Sales" attached hereto and to the following specific terms. In the event of any discrepancies between the general terms and conditions and the present offer, the specific terms of this offer shall prevail.

**II) PAYMENT**

30% down payment with the purchase order and 70% balance at EXW factory delivery by means of an irrevocable and confirmed letter of credit drawn on a top ranking bank, negotiable against shipping documents.

**III) VALIDITY**

This offer remains valid 90 days.

**IV) DELIVERY TERMS**

At the date of this offer, our best delivery date, Ex-works is :  
CONVEYOR BELT - Model : NBL ELECTRIC (CE version) without battery :  
20 WEEKS FROM RECEIPT OF DOWNPAYMENT

This delivery time starts after formal customer purchase order and down payment received. Depending on factory work-load at the date of the customer purchase order, TLD EUROPE may adjust the delivery schedule to meet mutual convenience.

**V) WARRANTIES**

The equipment delivered by TLD EUROPE is guaranteed against any material and construction defects for a period of two years, in accordance with TLD general warranty conditions, provided hereto.

**VI) LATE DELIVERY PENALTIES**

TLD EUROPE shall not pay late delivery penalties for any delays. TLD EUROPE shall make all necessary efforts to deliver the goods on time.

**VII) CONTRACT CANCELLATION**

Any order/contract cancellation requested by the buyer is subject to a 30% penalty and/or, at TLD discretion, to the provisions of Article 6 of TLD EUROPE General Terms and Conditions of Sales.



## VIII) RESERVATION OF OWNERSHIP – TRANSFER OF RISKS

Under the provisions of Article 7 of TLD EUROPE General Terms and Conditions of Sales, TLD EUROPE shall retain title to the equipment until full payment of its price. Payment shall not be considered effective until the entire amounts are received by TLD EUROPE. All risks, liabilities and costs regarding the equipment are transferred to the buyer upon its delivery.

## IX) TRANSPORT & RESPONSIBILITIES

If the equipment is sold Ex-Works/Factory, the buyer shall choose its means of transport and bear all the related costs (including insurance costs), liability and risks. TLD EUROPE cannot be held liable for missing or damaged items following transport. It is the buyer's responsibility to check equipment and potential shipping damage at arrival on site, to express any reservations on the delivery slip, and, if appropriate, to take any recourse against the carriers and to inform TLD EUROPE within two (2) business days.

TLD EUROPE shall not be held liable for any delays occurring in shipments and transport. Only the party responsible for transport can be held liable for any claims related to damages.

If expressly organised and covered by written provision, TLD EUROPE is responsible for the transport, TLD EUROPE is to be informed of any claim arising from the shipment/transport of the equipment within eight (8) days. TLD EUROPE shall not be held liable in the event of failure to notice the claim within this time period.

If the shipment is delayed for any reason whatsoever outside TLD's control, the equipment will be stored and maintained at the buyer's expense and risk. In this case, TLD EUROPE waives any related liability. These provisions may not give rise to any modifications of the payment or warranty conditions.

If equipment is delivered by, or picked up from TLD's plants and warehouses by the buyer, or by a carrier chosen by the latter, personnel in TLD factories are not deemed qualified to assess if the equipment used for transportation is adequate or not. Loading carried out under the authority of the buyer or its employees or agents cannot, under any circumstances, trigger manufacturer liability. Under no circumstances may the buyer hold TLD EUROPE or its personnel liable for any reason whatsoever, resulting directly or indirectly from any handling of the equipment that is the subject of this contract.

It is expressly agreed that TLD EUROPE will not be required to pay any compensation to the buyer for any accident to people, damages to property not covered by the contract's subject, or for a loss of revenue or earnings, unless TLD EUROPE has committed gross negligence. Gross negligence means an act or omission by TLD EUROPE demonstrating an obvious lack of precaution by TLD EUROPE with regard to the seriousness of the consequences that that any diligent professional would have normally carried out.

## X) TECHNICAL LITTERATURE

With each piece of equipment, 1 printed manual (Chapter 0 and 1 only) - and a complete CD manual is provided. The CD manual contains the following chapters:

- Chapter 0: Introduction
- Chapter 1: General Information & Operating Instructions
- Chapter 2: Maintenance
- Chapter 3: Overhaul / Major repair
- Chapter 4: Illustrated Parts List
- Chapter 5: Manufacturers' Appendices Original components Manufacturers technical literature

On request you can access the manuals for your TLD equipment online and also obtain other printed manuals on demand.

The buyer commits to study the provided documentation with care and to ensure that all employees are aware of its existence and understand its content. The correct use of the equipment sold is the responsibility of the buyer.

## XI) TECHNICAL RECEPTION & TRAINING

Pre-delivery Inspection in our factory: Included in our prices. (This does not include transportation and accommodation costs – these are paid by the customer.)

Commissioning: Included in the price.

Training: Any training of personnel in the operation and maintenance of our equipment can be undertaken at our premises or on the operations site.

The daily fee for training is: (This fee does not include transportation or accommodation costs.)

## XII) AFTER SALES SERVICE

TLD EUROPE provides centralized customer technical support for all TLD products throughout the whole life of the equipment.

TLD EUROPE





28/02/2018 Offer ref : 2016100052-5

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According to the TLD's Europe sales conditions

**XIII) SPARE PARTS**

TLD EUROPE is pleased to offer you centralized spare parts support service for all TLD equipment at the following address.

TLD EUROPE  
SERVICE PIECES DE RECHANGE  
Site de Montlouis  
Rue Gustave Eiffel  
Quartier Thuisseau

37270

ance)



**XIV) BANKING REFERENCE**

SOCIETE GENERALE  
3 Boulevard Heurteloup  
37000 TOURS - FRANCE



R.

ole CIB)

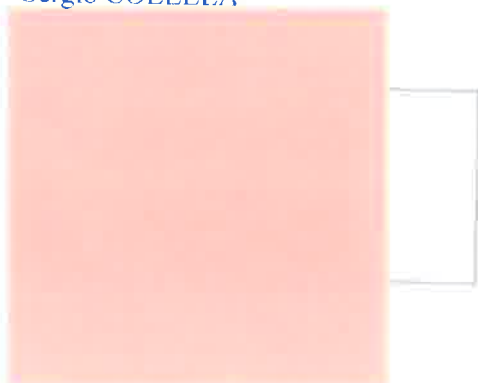
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),

We remain at your entire disposal, Mr. Pavuk, for any additional information you may require.

Sincerely Yours.

Area Sales Manager  
Sergio COLELLA





**Extrait Kbis**

**EXTRAIT D'IMMATRICULATION PRINCIPALE AU REGISTRE DU COMMERCE ET DES SOCIETES**  
à jour au 4 janvier 2018

**IDENTIFICATION DE LA PERSONNE MORALE**

<i>Immatriculation au RCS, numéro</i>	340 991 546 R.C.S. Niort
<i>Date d'immatriculation</i>	04/05/1987
<i>Dénomination ou raison sociale</i>	<b>TLD EUROPE</b>
<i>Forme juridique</i>	Société par actions simplifiée
<i>Capital social</i>	2 209 616,00 Euros
<i>Adresse du siège</i>	Saint-Lin 79420 Reffannes
<i>Activités principales</i>	Extension de l'objet à la réalisation d'opérations de trésorerie avec des sociétés ayant avec elle, directement ou indirectement, des liens de capital conférant à l'une des entreprises liées un pouvoir de contrôle effectif sur l'autre. L'octroi de prêts ou d'avancés à des sociétés ayant avec la société soit des relations d'affaires, soit des relations de société liée, soit les deux. Etude et réalisation de matériel de manutention et de transport et plus particulièrement du matériel aéro-portuaire, la construction et la fabrication de ce type de matériel, l'installation et l'exploitation de bureaux d'études à ce sujet.
<i>Durée de la personne morale</i>	Jusqu'au 03/05/2086
<i>Date de clôture de l'exercice social</i>	31 décembre

**GESTION, DIRECTION, ADMINISTRATION, CONTROLE, ASSOCIES OU MEMBRES**

**Président**

<i>Nom, prénoms</i>	SCHMITT Valentin
<i>Date et lieu de naissance</i>	Le 11/01/1977 à Belfort (90)
<i>Nationalité</i>	Française
<i>Domicile personnel</i>	151 Rue François Richer 37000 Tours

**Directeur général**

<i>Nom, prénoms</i>	VERIN Nicolas
<i>Date et lieu de naissance</i>	Le 08/04/1971 à Le Nouvion-en-Thiérache (02)
<i>Nationalité</i>	Française
<i>Domicile personnel</i>	19 Rue du Jeu 37270 Montlouis-sur-Loire

**Commissaire aux comptes titulaire**

<i>Dénomination</i>	KPMG S.A.
<i>Forme juridique</i>	Société anonyme
<i>Adresse</i>	2 Avenue Gambetta Tour Eqho 92066 Paris la Défense CEDEX
<i>Immatriculation au RCS, numéro</i>	775 726 417 R.C.S. Nanterre

**RENSEIGNEMENTS RELATIFS A L'ACTIVITE ET A L'ETABLISSEMENT PRINCIPAL**

<i>Adresse de l'établissement</i>	Saint-Lin 79420 Reffannes
<i>Activité(s) exercée(s)</i>	Extension de l'objet à la réalisation d'opérations de trésorerie avec des sociétés ayant avec elle, directement ou indirectement, des liens de capital conférant à l'une des entreprises liées un pouvoir de contrôle effectif sur l'autre. L'octroi de prêts ou d'avancés à des sociétés ayant avec la société soit des relations d'affaires, soit des relations de société liée, soit les deux. Etude et réalisation de matériel de manutention et de transport et plus particulièrement du matériel aéro-portuaire, la construction et la fabrication de ce type de matériel, l'installation et l'exploitation de bureaux d'études à ce sujet.
<i>Date de commencement d'activité</i>	01/04/1987
<i>Origine du fonds ou de l'activité</i>	Création

**Greffé du Tribunal de Commerce de Niort**

18 RUE MARCEL PAUL

BP 8818

79028 Niort CEDEX 9

N° de gestion 1987B50065

Mode d'exploitation

Exploitation directe

**IMMATRICULATIONS HORS RESSORT**

R.C.S. Tours

**OBSERVATIONS ET RENSEIGNEMENTS COMPLEMENTAIRES**

- Mention n° 2 du 04/05/1987

Historique des observations depuis le 04/05/1987 : --- Acte constitutif déposé au Greffe sous le numéro 981 le 22/11/1991 --- Publicité au Journal : LA NOUVELLE REPUBLIQUE DU CENTRE OUEST --- Parution au Journal le 03/10/1991

- Mention n° 3 du 28/05/2003

--- DEMISSION DE LA SOCIETE TELEFLEX LIONEL-DUPONT EN QUALITE DE PRESIDENT. NOMINATION DE MR CRIQUILLION HERVE EN QUALITE DE PRESIDENT NON-ASSOCIE. DATE D'EFFET : 29.04.2003.

- Mention n° 4 du 14/01/2004

--- TRANSFERT DE L'ETABLISSEMENT SECONDAIRE 480 AVENUE DES PRES D'ARENES 34000 MONTPELIER A SAINT LIN 79420 REFFANNES FONDS EN LOCATION GERANCE DE ALBRET INDUSTRIE RCS CRETEIL 353 381 049 CONCERNANT LE FONDS DE FABRICATION ET VENTE D EQUIPEMENTS MOBILS DE PISTES AEROPORTUAIRES (NOTEMMENT ESCALIERS VIDE-TOILETTES, VEHICULES DE RAVITAILLEMENT) - DATE D'EFFET : 10/09/2003

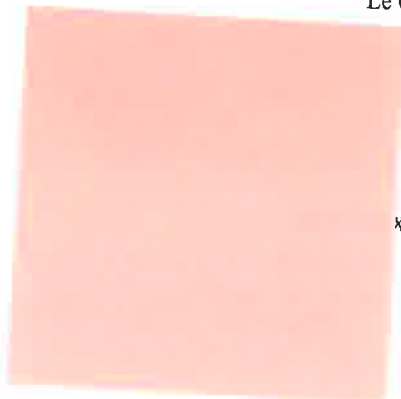
- Mention n° 5 du 01/01/2009

Le Tribunal de Grande Instance de Bressuire statuant commercialement a été rattaché au Tribunal de Commerce de Niort par le décret 2008-146 du 15 février 2008, avec effet au 1er janvier 2009.

- Mention n° 10970 du 29/01/2013

Société ayant participé à l'opération de fusion : dénomination TRACMA - Forme juridique SARL - Siège social Quai Thuisseau 37270 MONTLOUIS SUR LOIRE - Rcs TOURS 377.830.310.

Le Greffier



XTRAIT



## GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale (hereinafter the "GTS") govern the relationship between TLD EUROPE, (hereinafter "the **Seller**") and the customer, (hereinafter "the **Buyer**"), whenever new equipment, second-hand equipment or spare parts are sold (hereinafter the "**Equipment**").

The placement by the Buyer of an order with the Seller implies the express acceptance of these GTS, which the Buyer acknowledges having read and understood.

Any special or general clause, contrary to or different from the special or general conditions which may appear in any document from the Buyer, and in particular in its general terms and conditions of purchase not expressly accepted by the Seller, is declared to be not binding on the Seller. In the event of any discrepancies between these GTS and the Seller's specific terms as set out in the offer, the quotation or order confirmation, the articles of the specific terms shall prevail over the articles in the GTS.

### ARTICLE 1 - EQUIPMENT

The specifications and all technical documents of the equipment are subject to modification in order to adapt and continuously improve it. Should any modification be carried out on the Equipment manufactured by the Seller, the latter shall under no circumstances be obliged to carry out any modification whatsoever to the Equipment of the same type previously delivered to or ordered by the Buyer.

### ARTICLE 2 - ORDERS

The order, which constitutes a firm and irrevocable commitment to purchase, will not be accepted by the Buyer until it has been confirmed in writing by the Seller, within ten days of the date of receipt of the order, this confirmation being tacitly acknowledged on expiry of this period.

To be accepted, any order shall expressly indicate all information required for the completion of the order and in particular the delivery and the invoicing address.

### ARTICLE 3 - PRICES

Prices are quoted net (excluding packaging, VAT and any other duties or taxes). The price invoiced shall be the price indicated on the purchase order unless the delivery is made, at the Buyer's request, more than thirty (30) days after the notice of readiness of the Equipment sent to the Buyer, in which case the base price quoted in the invoice shall be increased by the corresponding interest charges (1.5% per month).

### ARTICLE 4 - PAYMENT

1. Unless stipulated otherwise, the general terms of payment are as follows:
  - 30% down-payment with order;
  - 70% at the date of Equipment readiness at the factory.
2. Payment are payable within thirty (30) days as from the invoice date, by wire transfer, with no discount for early payment. Any expenses incurred due to payment mean shall be borne by the Buyer.
3. The down-payment as defined above does not provide the possibility, for the Buyer, to retract in return for abandoning the down-payment. The Seller shall always be entitled to require the Buyer to take delivery of the Equipment ordered and to pay the price for it.
4. No deduction from the payments, or deduction from the amounts invoiced, whether founded or not, is accepted.
5. The terms and conditions of payment – if they form part of a special agreement formally accepted by the Seller – may not be extended for whatsoever reason, even in the event of a dispute.
6. Any amount held back, deducted or not paid on the agreed due date, will automatically give rise, without formal notice or claim from the Seller, to the application of interest at the interest rate determined according to Article L.441-6 of the French Commercial Code. The interest shall be calculated as from the payment date, without prejudice to any damages that may be claimed by the Seller. This interest rate and all the expenses incurred with respect to collection (including, but not limited to, collection fees, legal fees and/or the indemnity for recovery fees equal to 40 euros) shall be solely borne by the Buyer.
7. In the event of late payment or failing settlement of one or several invoices, the Seller may set a reasonable grace period to the Buyer by way of formal notice and, if payment not made in full within this

period, cancel the supply of Equipment, and/or suspend the processing of other orders in progress and /or demand the immediate payment of any outstanding sum still owed to it and/or demand payment guarantees or payment upon any future order and/or requiring the return of the Equipment, if it has been already delivered.

8. The Seller shall be entitled, even if no default of payment has previously occurred, demand payment guarantees (deposit or others) in the event that information on the Buyer's situation, a change in its financial situation indicates there is a risk of non-payment of the amounts billed for the Equipment.

#### **ARTICLE 5 - DELIVERY**

1. Unless stipulated otherwise, the Equipment are sold "ex-Works" (Incoterm CCI 2010). The Buyer shall choose its means of transport and bear all the resultant fees, costs (including insurance costs for transportation), liability and risks.
2. The time delivery and/or delivery dates are given for information only.
3. Failure to deliver on time cannot constitute an order cancellation clause, or entitle the Buyer to damages whatsoever.
4. The Seller shall make reasonable commercial effort to respect this time delivery which is not of the essence. The Seller reserves an additional period of three (3) months in which to deliver after the date given in the acknowledgement of receipt of the order. Lack of information and adequate instructions from the Buyer or unforeseen events leading to a stoppage or suspension of work in the factories where the Equipment is manufactured or in those of suppliers cause a suspension of this period, notably in the following cases: mobilization, civil or foreign war, epidemic, interruption of work or transport, shortage of raw materials, fire, natural disaster, accident involving Equipment or any other similar cases. Beyond this period, and only in this hypothesis, the Buyer shall have the possibility of cancelling the order. In such a case, the Seller shall be bound to repay the down-payment.
5. The Equipment delivered is under the responsibility and care of the Buyer or of any agent appointed by him, as soon as it leaves the premises where the delivery took place. In a case where the Equipment is made ready at the factory and not removed by the customer, the responsibility and care are fully incumbent upon the Buyer.
6. The Buyer must take delivery of the Equipment within ten (10) days of the notice of readiness. After this period, the Seller shall have the possibility to:
  - a. Send a formal notice to the Buyer to take delivery and pay the total price;
  - b. Invoice storage expenses of 1% of the sales price per month;
  - c. Transfer the Equipment ordered to another customer, in which case the delivery will be postponed to a later date, according to the Seller's possibilities; and/or
  - d. Consider the contract terminated by operation of law and keeping the down-payment made by the Buyer as a cancellation charge.

#### **ARTICLE 6 - CANCELLATION OF ORDER**

Only and strictly in the case of exceeding the delivery time defined in article 5 shall the Buyer have the possibility of cancelling the order, subject to the application of the other provisions previously and hereinafter referred to. Unless agreed otherwise, the cancellation of an order by the Buyer shall give rise to the immediate invoicing of the full price of the Equipment ordered.

Under no circumstances shall the financing details pertaining to the Buyer be binding on the Seller; this is the private business of the Buyer and the financing details are totally independent of these GTS.

#### **ARTICLE 7 - RESERVATION OF OWNERSHIP - TRANSFER OF RISK**

1. The Seller shall retain title to the Equipment or any of its spare parts until full and final payment of their prices, interest and additional costs.
2. Until the ownership of the Equipment has passed to the Buyer, the Buyer shall refrain from selling, transferring the Equipment or mortgaging it to a third party.
3. Until the price of the Equipment is paid in full, the Buyer shall maintain the Equipment in satisfactory condition, store it under good condition, and shall make sure that the Equipment is easily identifiable. Any damage, theft, destruction and/or loss that may be caused to the Equipment subject to retention of title from the time of its delivery shall be covered without any deductible by an insurance policy taken out by the Buyer at its own expense.



4. The Buyer authorizes the Seller to pledge the Equipment purchased up to the amount of its sale price, the pledge being lifted as soon as the price has been fully paid.
5. Risk in the Equipment is transferred to the Buyer upon delivery of the Equipment as defined in Article 5 of the present GTS. The Seller reserves the right to claim from its debtor in involuntary liquidation or judicial liquidation, the goods delivered but not fully paid for according to the provisions of Article L.624-16 of the French Commercial Code.
6. The Seller shall be entitled to take any actions legally required or necessary to ensure and maintain such retention of title subject to the specific applicable national law.

#### **ARTICLE 8 - WARRANTIES**

The Equipment delivered by the Seller is guaranteed, independently of the legal warranty, against any defects of materials or construction according to the TLD general warranty conditions, which should be referred to. The Buyer represents that he has read and understood TLD's warranties.

#### **ARTICLE 9 – RESPECT OF LAWS AND REGULATION - INFORMATION**

The Buyer represents and warrants that he is perfectly aware of the technical specifications for the Equipment. It is the sole responsibility of the Buyer to:

- (a) choose the appropriate Equipment;
- (b) ensure that the Equipment ordered are suited for their intended use and compatible with its products;
- (c) ensure compliance with all applicable regulations for the use of the Equipment;
- (d) inform its employees, clients, sub-contractors, or agents regarding the use of the Equipment.

#### **ARTICLE 10 – LIABILITY**

The Seller shall be under no liability whatsoever to the Buyer for any damage, including but not limited to indirect damages, loss of profit, loss of revenue (whether direct or indirect), loss of business or loss of reputation.

#### **ARTICLE 11 – INTELLECTUAL PROPERTY**

The Seller does not transfer to the Buyer any know-how or intellectual property rights in connection with or attached to the Equipment ordered.

#### **ARTICLE 12 – LAW ON DATA RECORDS**

To record and process the Buyer's orders and/or answer request for information, the Seller may be led to collect data of a personal nature. The processing of personal data of the individuals concerned shall be regulated by the Directive 95/46/EC and under national applicable regulations. Those individuals may at any time exercise a right of information, access, correction, opposition and deletion of those data. Any such request can be sent by email or by postal mail to the Seller's registered office.

#### **ARTICLE 13 – JURISDICTION**

By express agreement, any contention or dispute, whatever the nature and quantum of them, the Commercial Court of Paris, France, shall be the only one competent to hear any contentions arising from this contract, even in the case of several defendants or of proceedings against the guarantor.

#### **ARTICLE 14 - APPLICABLE LAW**

The applicable law is French law.