

AGREEMENT

No. Z/BTS/LPR/197/2019

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: Oto Šinkovic – Member of the Board & Executive Director for Strategy,
Infrastructure and Development
Matej Hambálek – Member of the Board & Executive Director for the
Division of Finance
Registered Company No.: 35 884 916
VAT No.: SK2021812683
Bank Connection:
Account No:
IBAN:
BIC:

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 **"the Seller"**

The Buyer and/or the Seller may hereinafter be referred to as **"the Party (ies)"**

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. 2019070346-1 dated 30/07/2019.

ARTICLE 2. PRICE

Item	Description	Qty	Unit Price (in Euros)	Total Price (in Euros)
1.	Electric motor 80 V - without battery - including EC kit Driving station, without cab Electric circuit 12 V + circuit breakers (IP 65) Boom length 7800mm ; width: 780 mm - belt width: 600 mm Stapled belt 1200 kg maximum load capacity Collapsible guide rail on RHS of the boom Fixed 4'' guide rail on LHS allowing 780 mm boom width Power steering assisted 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 vertical front bumpers Rubber bumpers at rear boom corners 1 front working light at driver's station Battery master switch Fixed belt speed at 18 m/min Pneumatic tires 225/70 R15 tubeless ; same wheel front & rear Manual handbrake	1	€38.395,-	€38.395,-

	<p>1 emergency push button on dash board</p> <p>Boom rear up/down correction</p> <p>Rear step</p> <p>White paint RAL 9016, wheels grey RAL7042 and security components yellow</p> <p>RAL 1007</p> <p>Preparation for shipment on truck</p> <p>Engine hood</p> <p>Driver seat with safety belt</p> <p>Amber flashing beacon</p> <p>Reverse Buzzer</p> <p>Side view mirror on driver's station LHS</p> <p>Reverse light</p> <p>Front and rear light protections integrated to the chassis</p> <p>Anti-reverse safety on transmission</p> <p>1 CD ROM and 1 paper operator manual (delivered with equipment)</p> <p>Driving shaft cover protection</p> <p>1 LHS fixed handrail H: 850 mm with telescopic front part simple extension</p> <p>Pivoting RHS handrail H: 850 with telescopic front part simple extension</p> <p>1 LHS & 1 RHS rear view mirror</p> <p>Rear working light</p> <p>Slow speed 5 km/h if boom not down (removed with ASD option)</p> <p>Mechanical and hydraulic belt speed adjustment (0 to 30 m/mn) located at rear</p> <p>L/H of chassis (only on NBL diesel or hydrostatic)</p> <p>Electrical belt speed adjustment (8 to 30 m/mn) (only on NBL-E)</p> <p>Driver's protection grid (without cab)</p> <p>Inclinometer on the boom</p>			
2.	Tropicalized charger, outdoor use under shelter (IP20), fast charge 8h, tri phases 230V or 400V / 50-60 Hz	1	€1.590,-	€1.590,-
3.	002 - Standard environment : -10°C ; + 40°C (14°F ; 104°F)	1	€0	€0
4.	80 V / 420 Ah battery set with			

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	centralized filling	1	€5.181,-	€5.181,-
5.	Transport cost without unloading	1	€2.400,-	€2.400,-
	Total Price CIP Bratislava Airport			€47.566,-

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

vs:

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)
P. O. Box 160
823 11 Bratislava 216
Slovakia



THE SELLER

TLD EUROPE
Saint Lin
79420
Reffannes , FRANCE



ARTICLE 10. FINAL PROVISIONS

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. 2019070346-1 dated 30/07/2019

Appendix No.2: Statement from Commercial Register

Appendix No.3: General Terms and Conditions of Sale

AGREEMENT SIGNED BY

On behalf of

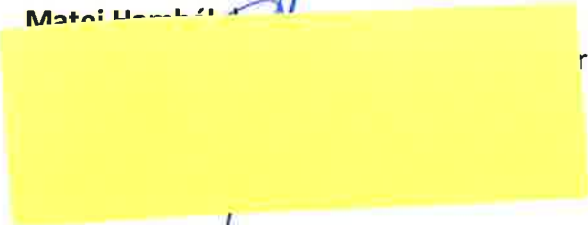


Oto Šin
Member of Board & Executive Director
for Strategy, Infrastructure and Development

30 Oct, 2019

Date:

Matej Horak

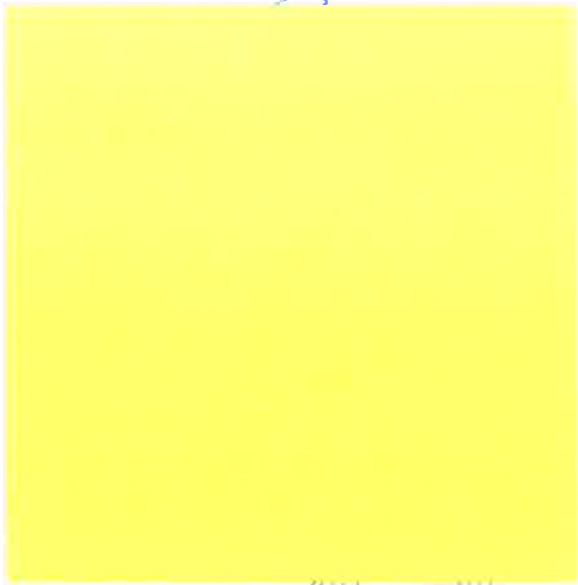


Date:



On behalf of Seller

Verin Nicolas
CEO



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Offre commerciale société TLD

30/07/2019 Offer ref : 2019070346-1

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According to the TLD's Europe sales conditions



TLD EUROPE
Sales Headquarter / Direction Commerciale
560 Avenue Régis Ramage
Isoparc 3
37250 SORIGNY FRANCE
Tel 33 (0)2 47 45 77 77 - Fax 33 (0)2 47 88 67 96
Web site www.tld-group.com

BRATISLAVA AIRPORT

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

30/07/2019

Offer ref : 2019070346-1

According to the TLD's Europe sales conditions



Mr. Pavuk,

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 LOADER NBL-E CE (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

Sergio COLELLA



Conveyor belt loader NBL-E CE



Uncontractual picture

Version description

Electric motor 80 V - without battery - including EC kit
 Driving station, without cab
 Electric circuit 12 V + circuit breakers (IP 65)
 Boom length 7800mm : width: 780 mm - belt width: 600 mm
 Stapled belt
 1200 kg maximum load capacity
 Collapsible guide rail on RHS of the boom
 Fixed 4'' guide rail on LHS allowing 780 mm boom width
 Power steering assisted
 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 vertical front bumpers
 Rubber bumpers at rear boom corners
 1 front working light at driver's station
 Battery master switch
 Fixed belt speed at 18 m/min
 Pneumatic tires 225/70 R15 tubeless ; same wheel front & rear
 Manual handbrake
 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 RAL 1007
 Preparation for shipment on truck
 Engine hood
 Driver seat with safety belt
 Amber flashing beacon
 Reverse Buzzer
 Side view mirror on driver's station LHS
 Reverse light
 Front and rear light protections integrated to the chassis
 Anti-reverse safety on transmission
 1 paper operator manual (delivered with equipment)
 Driving shaft cover protection
 Handrails fixed on left side + foldable on right side single section
 1 LHS & 1 RHS rear view mirror
 Rear working light
 Slow speed 5 km/h if boom not down (removed with ASD option)
 Mechanical and hydraulical belt speed adjustment (0 to 30 m/mn) located at rear L/H of chassis (only on NBL diesel or hydrostatic)
 Electrical belt speed adjustment (8 to 30 m/mn) (only on NBL-E)
 Driver's protection grid (without cab)
 Inclinometer on the boom

Unit exw
 price
 38 395 EUR

Basic Options	Quantity	Prices
Tropicalized charger, outdoor use	1	1 590 EUR

Offre commerciale société TLD

under shelter (IP20), fast charge 8h, tri
phases 400V / 50-60 Hz

002 - Standard environment : -10°C ;
+ 40°C (14°F ; 104°F) | 0 EUR

80 V / 420 Ah battery set with
centralized filling | 5 181 EUR

Unit Price, EXW: ST LIN 45 166 EUR

Transport cost without unloading 2 400 EUR

Quantity 1

Total Price, CIP: Bratislava Airport 47 566 EUR



Uncontractual picture

Extra Options	Quantity	Prices
Spare wheel	1	216 EUR
Emergency manual hand pump	1	376 EUR
Boom front bumper: 2 verticals front bumper + inflatable wheels D 400 mm	1	282 EUR
ASD on NBL (diesel with PST2 gearbox or hydrostatic) and NBL-E including 2 sensitive side wheels at front of the boom and a chock sensor	1	5 000 EUR
Fire extinguisher 2 kg	1	182 EUR
Tow hitch at front	1	131 EUR
Tow hitch at rear	1	131 EUR
Front light protections	1	210 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 loader NBL-E CE :

16 weeks

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
Sales & Services Headquarter
ISOPARC 3 – CS70116
560 Avenue Régis RAMAGE
37250 SORIGNY - FRANCE
Tel : 33 (0)2.47.88.67.80 - Web site : www.tld-group.com
E mail : sav@tld-europe.com

TLD 30/07/2019 Offer ref: 2019070346-1

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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
Sales & Services Headquarter
ISOPARC 3 – CS70116
560 Avenue Régis RAMAGE
37250 SORIGNY, FRANCE
Tel : 33 (0)2.47.88.67.80 - Web site : www.tld-group.com
E mail : parts@tld-europe.com

XIV) BANKING REFERENCE

SOCIETE GENERALE
3 Boulevard Heurteloup
37000 TOURS - FRANCE

IBAN FR7630003021300002086155826 for payment in EUR.
SWIFT CODE: SOGEFRPP

Credit agricole Corporate and Investment Bank (Credit-Agricole CIB)
Succursale Ile de France
9 quai du President Paul Doumer
92400 COURBEVOIE FRANCE

IBAN FR7631489000100019558662947 for payment in USD.
BIC CODE: BSUIFRPPXXX

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

Sincerely Yours.

Area Sales Manager



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>	TLD EUROPE
<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

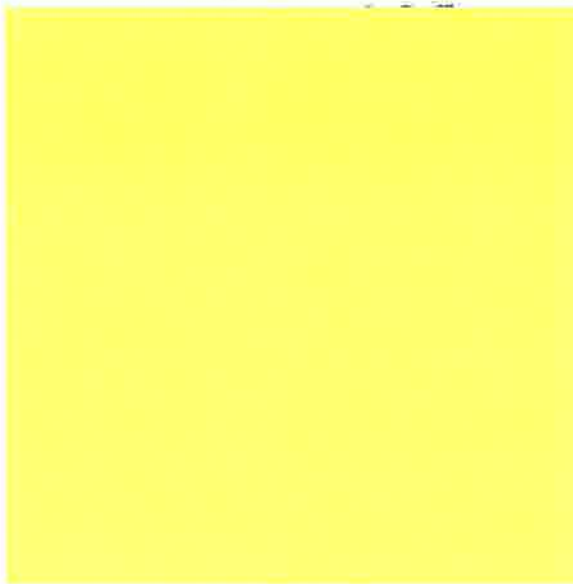
Exploitation directe

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 - Res TOURS 377.830.310.





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.