

6. TERMS OF BUSINESS

1. General, offers, orders and documentation

MTS sales are subject to the present conditions based on the general dispositions of the law.

Even if the customer declares by a printed document that his conditions are the only valid ones to settle our commercial relationship, this declaration shall not be binding to us and have no influence on our juridical relations, whatever may be the form of this declaration and the circumstances in which the declaration was done in relation to the conclusion and execution of the contract. The contents of the contract shall not be modified either by our silence with regard to modification proposals directly or indirectly expressed by our customer, or by the fact that we carry out the deliveries without any reserve.

Unless otherwise specified, the offer is valid 30 days from the date of shipment or delivery to the Customer. If our offers are not accepted by our customer as rapidly as the circumstances allow for, they shall be no more binding to us until the final conclusion of the contract, unless we have consented to an extended acceptance period to our customer.

Any order that does not correspond exactly to our offer as well as any oral, telephonic, telegraphic, telexed order, addition, modification or agreement on secondary points shall not be binding to us, unless we have expressly confirmed them in writing. Any point discussed with our agents or representatives shall be valid only if confirmed by us in writing.

The only documents governing the agreement of the parties are in order of priority:

- MTS supplies and its appendices which may include such special conditions and these conditions
- The customer's order or the contract signed with/by the Customer
- MTS acknowledgment of receipt of the order.

2. Execution conditions

With regard to the work executed according to the desires, projects or other indications of our customer, we shall be released from our obligations, if we deliver in conformity with the supplied indications, without being obliged to verify or test the delivered products in terms of their results expected by the client.

The expenses for modifications we are not responsible for, shall be borne by the customer.

3. Modifications and enforceability

No modification, amendment, supplement to, or waiver of, this Contract or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties. In the absence of written order or agreement on prices and conditions, MTS is entitled to suspend or refuse the execution of services. No provision of this Contract which may be deemed unenforceable shall in any way invalidate any other provisions of this Contract, all of which shall remain in full force and effect. In the event any phrase, sentence or paragraph of this Contract shall for any reason be held invalid or unenforceable, the remaining provisions of this Contract shall be valid and enforced to the fullest extent permitted by law.

4. Deadlines

Turnaround time could be extended in case of force majeure, modifications, delays due to the Customer or to a third Party and in general in case of delays or non-event due to MTS or apart from its reasonable control.

5. Penalties

If unforeseeable events influence to an important extent our activities or those of our suppliers and make it impossible for us to execute our work, we reserve the right to depart from the contract as far as the circumstances require. If we intend to make use of this right, we shall inform our customer as soon as the impediment is recognizable by us and this even if a prolongation of the delivery term has been initially agreed with our client. If we depart from the contract under these circumstances, our client shall not claim any damages or other rights.

If MTS does not meet the turnaround contract because of directly attributable reasons and if the delay causes damage to the Customer, MTS shall pay an allowance calculated on the contractual duty of the services concerned, at a rate of 0.2% per full week delay. Delay penalties shall not exceed 5% of net total amount of the contract.

These are lump sum damages penalty claims which shall be added to other sanctions due to the delay. The same happens for all technical or performance penalties. The liability of MTS for the delay and / or non-compliance with the performance will not exceed a total of 5% of the HT Agreement.

6. Force majeure

Either party's delay in, or failure of, performance under this Contract shall be excused where such delay or failure is caused by an act of God, fire or other catastrophe, natural disaster, work stoppage, war, riots, strikes, shortage or delay in supply raw materials or capital goods not predictable or any other circumstances which could not be overcome despite reasonable diligence and / or without a significant increase cost, the party whose contractual performance is compromised and cannot see his responsibility and sought time to run before it will be extended in accordingly.

7. Reception

The reception of the object of the contract requires a prior written agreement. MTS shall notify the customer about the completion of the services through a letter or a project meeting report. 20 days from such notification, the Customer shall do all the procedures regarding the reception, including tests in the presence of MTS if necessary. The tests prior to the reception are subject to a protocol signed by both parties. The date of reception is the date of completion of services.

The said reception is considered as control by the client of the conformity of the object of the contract. If for some reason for which MTS is not responsible for, the tests prior to the reception cannot be executed, the qualities that should have been confirmed shall be deemed to be existent; the reception shall be considered as effectuated.

The refusal of approval of the reception may only be motivated by the incompleteness of the Services or by significant deficiencies preventing the normal operation of the facilities developed by MTS. If the tests reveal that the material does not comply with the contract, our customer shall give us immediately the opportunity to correct these defaults in the shortest delay or shall apply to the "Disputes" section.

We consider "a clean acceptance reception" if there is no reply or no indication from the customer. 20 days after the so-called notification (see first paragraph)

If qualified acceptance MTS has 90 days after the Client's decision to perform the required services. If no reply from the customer 15 days later MTS shall decide to remove the acceptance.

If for any reason imputable to the customer, the object cannot be delivered, we reserve the right to proceed to the stocking of the installation and this at his expenses and his risks.

8. Warranty

MTS provides its services about defective workmanship for a period of contractual guarantee or for a contractual completion date of receipt as provided in the section "Reception". MTS obligation is limited to the product take-back or to the faulty repair or replacement.

Our warranty excludes:

- Normal wears
- Interventions
- Modifications or additions made by the Customer or by a third party
- Defects or damage caused by the carelessness or the negligence of the Customer or of a third party
- Construction, repair or maintenance works not effectuated by us
- Non-compliance with the rules concerning installation, use, maintenance or environment
- Payment terms not respected

MTS shall not be required to perform normal maintenance.

If materials installed, warranty period is up to 6 months after Ex-work delivery.

9. Price

If it is question of a package price, it has to include the global price of supplies and services, if need be, MTS considers a breakdown in an elementary base price (price studies, supply, delivery etc.)

The price includes VAT and a working time of 8 hours per day (only daylight conditions), in working days, from Monday to Friday, for an ongoing execution of the services in a place complying with the hygiene and safety standards. The customer shall provide the place and guarantee an easy access to the shipyard or to the building site.

During the period of implementation of the Contract, the price is revised in accordance with conditions unless expressly provided otherwise. The Client prior the performing of the Services guarantees payment in accordance with legal provisions.

Unless otherwise stated, our prices are net prices in Euros. Any labor or any modification not stated in our offer shall be invoiced separately.

10. Payment Terms

The payment terms are indicated in our offers and order confirmations. The payment of a due amount shall not be delayed for any reason and shall be made without any deduction of discount, charges or emolument of whatsoever nature.

The amount shall be paid at 50% on acceptance of the offer and 50% of the final invoice service, by bank transfer or check, 30 days later on the invoice's date.

Starting from the day following the settlement date above, any overdue payment must be paid by the customer at the bank rate applied by the European Central Bank according to the last refinancing operation increased by 7 points as stated by the Law (Act No. 2001-420: 15 May 2001)

Five days gone-by from the time of posting a formal demand notice acknowledgment of receipt-provided, the amount is still unpaid; MTS shall suspend the performance of the Services until payment. MTS is entitled to terminate the contract without incurring any penalties or sanctions.

11. Transfer of risks, Delivery, Reception

The risks are transferred to the customer at the latest at the time of the shipping of the object of the contract or at the time of the reception of the notice of its availability.

The dispatched deliveries have to be accepted by our customer, even if they should show defaults; the rights provided for under "WARRANTY" remain reserved.

The deliveries have to be controlled upon reception; any complaints have to reach us not later than 8 days after delivery. Any damages have to be notified in writing to MTS.

The terms of delivery are set according to Incoterms 2000.

12. Responsibility

The liability of MTS is strictly limited to the obligations expressly defined by the Agreement. MTS shall in no event be liable for any indirect or consequential loss or damages, including but not limited to loss of use, loss of profit or loss of contract, increased vessel operating costs. MTS shall provide the Customer with evidence of its standard corporate insurance. All penalties in the Contract shall be discharged and shall not exceed 5% of the total amount of the Contract.

13. Property - Privacy

- The customer undertakes not to publish or reveal in any way the technical or commercial information and in particular the previous knowledge belonging to MTS and which it might acquire through the execution of the present Agreement, and this for as long as such information is not accessible to the public.
- All documentation supplied by MTS, as samples, designs, plans, offers, reproductions etc. shall remain MTS exclusive property. Also the copyright to that they may be subject remains with MTS. This documentation shall not be used for other purposes or reproduced, communicated to third parties or put in circulation by any other means; the documentation shall be returned to MTS upon the first request. Moreover, the customer shall not be allowed to copy, let copy or help to copy our products, unless they have not been entirely made according to his directives and prescriptions. The rights with regard to the processes that MTS have transferred or disclosed in whatsoever form to the customer shall be exploited in no other aim than planned or specified in the contract; these processes shall not be communicated to third parties, unless with MTS explicit consent.
- Our customer shall consider as part of MTS secret and keep confidential all information obtained, in particular all commercial, technical data, all know-how and intellectual property rights and / or business related to the execution of the Contract.

The violation of the stipulations 1, 2 and 3 shall entitle MTS to claim damages.

14. Cancellation

This Agreement may be automatically terminated by MTS in the event of the Customer's breach of one or several of the obligations set forth in its various clauses. Termination shall only become effective three months subsequent to the sending of a registered letter with acknowledgement of receipt setting forth the reasons for the complaint, unless during this period, the Customer were to have complied with its obligations, or were to present proof of an obstacle representing a case of force majeure.

In this instance MTS shall receive from the Customer the amount of the supplies and services fulfilled at the date of cancellation, a compensation about the expenses incurred by MTS, a compensation due to the cancellation of orders gone over to subcontractor Parties and suppliers and a compensation regarding the damage suffered because of the cancellation .

15. Language of the agreement

Two versions of this Agreement have been drafted: in French and in English. In the event of a problem with construction, only the French version shall be deemed authentic.

16. Governing Law

The present Agreement is exclusively and without limitation ruled by the French legislation and regulations. If any difficulty arises about the interpretation or execution of the present Agreement, the PARTIES will endeavor to solve their difference in an amicable way. In the event of a persistent dispute, it will be submitted to the competent French Court located in Montbéliard.