

GENERALITIES

The present General Terms and Conditions, hereinafter designated as "GTC" are valid as of 22 October 2013, are available at any time on the website www.eras.fr and supersede any other version or any other contradictory document. The GTC may be subject to subsequent modifications, the version applicable for the services ordered by the Client is the one in force on the site www.eras.fr/conditions-generales-of-vente on the date of signing a Contract. The present GTC constitute the basis of the commercial negotiations between The Parties and apply regardless of the clauses that may figure on the Client's documents, and in particular, the general conditions of purchase over which the present GTC prevail. The objective of the current GTC is to define all the general terms and conditions of execution of the Services and orders of Materials by the Client to ERAS. The contractual relations between the Parties shall be defined by a contract setting out the special terms and conditions of execution of the Services ordered by the Client to ERAS as well as orders of Materials. The validity of the contract implies prior acceptance of the present GTC. The Client recognizes having had full knowledge of the present GTC at the moment of concluding a contract and expressly declares to accept them without reserve. In accordance with the provisions of article L 441-6 of the Code of commerce, the present GTC are systematically communicated to any Client that may request ERAS to do so. If any provision of the present GTC should be insufficient, it should be considered as being governed by the practices in force in the profession of Engineering for construction and industry.

ARTICLE 1 – DEFINITIONS

"**Offer**" designates the commercial offer made by ERAS on the basis of all the written information that has been communicated to ERAS by the Client, said information being considered exact and complete. "**Services**" designates the engineering services, general contracting and execution of works ordered by the Client from ERAS. "**Materials**" designates the supplies ordered by the Client from ERAS. "**Contract**" designates the document defining the special terms and conditions of execution of Services and delivery of Materials. "**Territory**" designates the place of execution of the Services and delivery of the Materials defined in the contract. "**Client**" designates the Client of ERAS. "**ERAS**" designates the company ERAS. "**Parties**" designates jointly the Client and ERAS.

ARTICLE 2 – OFFER

ERAS shall make its Offer on the basis of all the written and oral information that has been communicated to it by the Client, said information being considered exact, complete and established under the Client's full and absolute responsibility.

ARTICLE 3 – ACKNOWLEDGEMENT OF ORDERS

3.1 The contractual relations between the Parties shall be governed by the signing of an order based on the Offer. 3.2 The validity of the order implies prior, express and full acceptance of the present GTC without reserve by the Client. In addition, the order is not perfect until its express acceptance by a person duly authorized for ERAS to proceed. Failing this, the engagements made by the representatives of ERAS regarding the Client shall be null and void of any effect. 3.3 Any order accepted by ERAS is firm and final.

ARTICLE 4 – PRICE

4.1 The price of the Services and Materials are stated in Euros, are set, firm and non-revisable. The price of Services and Materials includes value-added tax (VAT) at the French rate in force on the day that the contract was concluded. Any changes in the applicable French VAT rate shall automatically be cascaded to the Client by ERAS regarding the price of Services and Materials. 4.2 The price of Services and Materials are set by contract, based on a period of execution defined by the tentative calendar of the order and contract.

ARTICLE 5 – MEANS OF PAYMENT FOR SERVICES AND MATERIALS

5.1 The Client agrees to make partial payments to ERAS whose amount is defined in the contract. 5.2 The Client agrees to pay any invoice issued by ERAS within thirty (30) consecutive days beginning on the date of issue of the invoice, with reserve to contrary provisions provided for in the contract. 5.3 In the case of agreed payment by installments between the Parties, the non-payment of one single installment shall bring about the forfeiture of the term *ipso facto* on the sole initiative of ERAS. 5.4 Any unpaid sum at its term or any payment not conform to the amount invoiced shall give the right, *ipso facto*, and without prior formal notice, to payment of late penalties, calculated on the basis of the rate of eleven point seventy-three per cent (11.73%) per month late as well as payment of a lump sum indemnity for recovery expenses of an amount of forty euros (40€). These penalties shall be applied as of the day following the date of payment stated on the invoice and until the day of effective payment, it being understood that every month started shall be due in its entirety. 5.5 Failure to make payment by the installment date shall bring about, after sending a letter of formal notice from ERAS to the Client, the immediate payability of all outstanding sums by said Client and the payment laid out in the penalty clause of an indemnity equal to fifteen per cent (15%) of the amount of the sums due, in addition to the interests and penalties provided for in article 5.4 as well as the possible legal expenses. In addition, ERAS may suspend or nullify all the Services and delivery of Materials currently underway without prejudice to any other means of action. 5.6 The Client shall not be authorized to retain or defer payment of any sum due to ERAS even in the case of a dispute or claim. Likewise, ERAS shall not be obligated to proceed to the execution of Services and delivery of the Materials ordered by the Client if said Client fails to pay the price in full or partially, under the conditions and according to the terms stipulated, without prejudice to its other rights and actions. 5.7 The contract may foresee the supply by the Client of a payment guarantee for the agreed Services and Materials by a designated banking establishment. Failing to supply such a guarantee, the contract shall be nullified *ipso jure* in accordance with the formalities laid out in article 15 of the present GTC.

ARTICLE 6 – MODIFICATION OF SERVICES AND MATERIALS

6.1 The price of Services and Materials is set by contract, following an execution timeline defined by the contract's tentative calendar. 6.2 The Client may request ERAS to provide modifications to the Services and Materials initially defined in the contract, specifically modifications to plans or specifications. ERAS shall inform the Client as quickly as possible, and at the latest, within seven (7) days beginning on the date of written request by the Client for a new execution timeline for the contract and more generally for any other incidence resulting directly from these modifications. ERAS will not execute the corresponding modifications until after having obtained the prior written approval from the Client on the modifications of the conditions of execution of the said contract. 6.3 In all cases, the Services and Materials not provided for in the contract shall be settled on the basis of new prices and according to conditions to be agreed between the Parties. In the case of flat-fee Services, ERAS has the right to suspend the execution of the modified or supplementary Services and Materials until a written agreement between the Parties has been signed.

ARTICLE 7 – TERRITORY AND PROCEDURE FOR EXECUTION OF SERVICES AND DELIVERY OF MATERIALS

7.1 The Territory for delivery of Materials and execution of Services shall be strictly defined by contract. 7.2 ERAS personnel in charge of executing Services on the Client's premises shall conform to the company's rules and regulations for hygiene and safety in force on said premises, unless otherwise agreed by the Parties in writing. 7.3 In any case, ERAS personnel assigned to the execution of Services remain under the hierarchical and disciplinary authority of ERAS, which ensures the technical authority, the administrative, accounting and social management of its personnel. ERAS certifies that its employees that will execute the Services shall be legally employed with regard to the provisions of the Labor Code. It is clearly established that ERAS personnel shall execute the Services that are under their responsibility in an independent way in the framework of the contract. ERAS remains perfectly independent from the Client and guarantees that no relationship of subordination exists between ERAS and the Client, or between the employees of ERAS and the Client. 7.4 The execution timelines for the Services and delivery of Materials are given in the contract on a purely informational basis. ERAS cannot be held liable by the Client in the case of execution delays for the Services and delivery of Materials. 7.5 The execution timelines for Services and delivery of Materials shall be prolonged (i) for any delays attributable to the Client, such as delays in remitting drawings, preparation of construction sites, etc... (ii) delays attributable to other companies participating in the construction site project (unless these companies are linked by an agreement to ERAS), (iii) in the case of modifications during the execution of Services. 7.6 In the case where a request made by the Client should bring about modifications risking to be contrary to the principles in practice in the industry, ERAS shall have the right to refuse the execution of said modifications. In any case, ERAS may refuse to execute the modifications requested by the Client if they are contrary to safety regulations.

ARTICLE 8 – RECEPTION

When the Materials and Services have been completed, ERAS shall inform the Client of it either with a regular letter, or by registering it in the work site meetings report. The Parties shall agree on the procedures of reception in the contract. The Client shall proceed within fifteen (15) days after the completion of the works to the preliminary operations of reception in the presence of ERAS based on the procedures defined in the contract.

ARTICLE 9 – CLAUSE OF RESERVE OF OWNERSHIP

9.1 ERAS retains ownership of the Materials sold until payment in full of the price, in principle and accessories, by the Client. In the case of default of payment by the Client on all or part of the price of the Materials, at the agreed term of payment, for any cause whatsoever and for whatever reason, ERAS reserves, until complete payment, a right of ownership on the Materials sold and on any document communicated to the Client for the execution of the contract, enabling ERAS to retake possession of said Materials and documents. 9.2 The Client is prohibited from utilization of the Materials and documents to sell them or to transform them before paying for them in full. 9.3 Likewise, and if the Client is involved in a company safeguard procedure or has filed Chapter 11 or bankruptcy procedures, ERAS reserves the right to claim, in the framework of a joint legal suit, the Materials and documents sold that remain unpaid. The present provisions do not impede the transfer of the risks to the Client upon delivery of the Materials and documents sold.

ARTICLE 10 – TRANSFER OF THE RISKS OF MATERIALS

The transfer of risks, in particular but not limited to the loss and deterioration of Materials shall be effective on the date of delivery of the Materials to the Client on the Territory.

ARTICLE 11 – TIMELINES FOR THE DELIVERY OF MATERIALS AND EXECUTION OF SERVICES

The timelines for delivery of Materials and/or execution of Services are given on a purely informational basis and do not constitute firm deadlines. ERAS shall not be liable with regard to the Client. The Client cannot request that the contract be wound up, or invoke the provisions of article 15 of the present contract.

ARTICLE 12 – INTELLECTUAL PROPERTY

12.1 Each Party shall retain full and absolute ownership of the descriptions, software, drawings, sketches and other documents as well as the methods, know-how and software tools that belong to it. 12.2 In the eventuality of recourse undertaken by a third party alleging that the equipment or documents employed in the framework of the contract infringe a patent right or any other industrial or intellectual property right, the Party having supplied said equipment or documents under dispute shall be solely liable for the defense of the dispute settlement and its financial consequences. 12.3

All realizations, studies or documentation developed in the framework of the execution of the Services shall be the exclusive property of the Client even if this should be the achievement of the personnel of ERAS or resulting from the collaboration between the personnel of ERAS and that of the Client. Consequently, solely the Client shall be able to take exclusively in its name any patent, model, trademark or industrial property title concerning the aforementioned domains. The contract shall not prevent ERAS from using, without having to pay a financial counterpart to the Client, the findings and know-how drawn from the execution of the contract and develop elements that may compete against those that may be supplied to the Client in the execution of the contract, whether they be similar or not. However, ERAS agrees not to reproduce in its Services carried out for third parties, all or any part of the original elements, created exclusively for the Client in the framework of the execution of its Services.

ARTICLE 13 – NON SOLICITATION

Unless there is express contrary agreement between the Parties, the Client is prohibited from hiring, or having work done in any manner whatsoever, directly or indirectly through the intermediary of a third party or by a daughter company, any collaborator of ERAS, present or future, having participated in the execution of the contract and even in the case where said solicitation should be at the initiative of said collaborator. This renunciation is valid for the duration of the contract prolonged by a period of twelve (12) months. In the case of non-respect of this non solicitation clause, the Client agrees to pay a compensation indemnity to ERAS equal to one (1) year of gross salary of the collaborator, related social contributions included and to indemnify ERAS for any other prejudice suffered for this reason.

ARTICLE 14 – UNTRANSFERRABILITY OF THE CONTRACT

The contract concluded between ERAS and the Client is concluded *intuit-personae*, given the qualities of the latter party. Said Party is prohibited from transferring all or part of the rights and obligations that are conferred to it by the present contract, under any form whatsoever, to any third party and to any person whatsoever, without express agreement by the Parties. In case of transfer of the business to a third party, ERAS reserves the right to terminate the contract *ipso jure*, without a notice period and without ERAS paying any indemnity whatsoever.

ARTICLE 15 – EARLY TERMINATION

15.1 In the case of total or partial non-execution, poor execution or violation by one of the two Parties of the provisions in the present GTC or the contract that should not have been remedied within a period of thirty (30) days beginning on the formal notice sent by registered letter with acknowledgement of reception, the other Party may terminate the contract *ipso jure* without carrying out any legal proceeding and without prejudice to the damages and interests that it may claim. 15.2 Each Party shall also have the right to terminate the contract in advance after giving formal notice sent by registered letter with acknowledgement of reception to which the receiving Party should not have provided satisfactory remedy within thirty (30) days following the reception of said formal notice, in the case where (i) the other Party should cease its activities, (ii) the other Party would not be solvable or would be in liquidation or judicial restructuring, 15.3 In the case of termination of the contract by the Client for another reason than those mentioned in articles 11.1 and 11.2, the Client agrees to respect a period of notice of thirty (30) days and to compensate ERAS for all of the amounts due by the Client relative to the contract up to the effective date of termination of the Services as well as the costs taken on by ERAS for the completion of said Services after the date of termination of said Services. The decision of termination shall be notified by registered letter with acknowledgement of reception, shall begin the period of notice of thirty (30) days and must respect the procedures of form defined in article 15.1. 15.4 Any partial payments made by the Client shall remain due to ERAS, without prejudice of any other actions and prejudices that ERAS would be in the right to carry out and claim due to this fact against the Client. 15.5 Any documents communicated to the Client in the framework of the execution of the contract shall be restituted to ERAS. The Client may not retain any copy whatsoever.

ARTICLE 16 – CONFIDENTIALITY

During the entire period of negotiation of the contract, execution of Services and end of the present contract, the Parties agree not to divulge nor allow divulgation by the members of their personnel of any information or any document obtained from the other Party, by any means whatsoever, in the framework of the contract, except to a third party itself engaged under the same conditions to maintain confidential any document or information whose divulgation to its benefit is necessary for the execution of the contract. Each Party is prohibited from exploiting said information in its interest and/or in the interest of a third party. The commitment laid out here above does not apply to the information and documents (i) that have fallen into the public domain for any other reason than the violation of the present article, (ii) that were already found in the possession of the Party concerned at the moment of communication by another Party, or (iii) when, posteriorly to the communication by another Party, these documents and information are received from a third party authorized to divulge them, (iv) that need to be produced in case of necessity, solely before the courts and before the representatives of fiscal and social administrations, authorized to obtain the communication of them. The Client shall give ERAS access to its installations and to all of the information necessary for the execution of obligations and the Services described in the contract.

ARTICLE 17 – GUARANTEE AND INSURANCE

17.1 ERAS guarantees the Client of the good execution of its Services and the good delivery of Materials, as defined in the contract and in accordance with the rules of the art and good engineering practices. 17.2 In addition, ERAS agrees, for a period of twelve (12) months, beginning on the date of delivery of the Materials and twelve (12) months beginning on the date of execution of Services, to respectively take back at its expense the Materials and Services or part of the Services that are revealed to be defective. ERAS shall not be liable for any failure in the execution of the Services, inasmuch as said Services should result from errors, omissions or inaccuracies affecting the information and specifications, supplied by or on behalf of ERAS's Client, or from malfunctions, anomalies or defects observed by the Client after its has received the Materials, or subsequent to abnormal utilization of the Materials by the Client. The guarantees granted by the terms of the present GTC constitute the soles guarantees at ERAS's expense regarding the Materials and Services and prevail over any other guarantee. For cases where the applicable law for the contract should not allow for a guarantee to be the object of such a renunciation, this guarantee would be expressly limited to the length of time of the period of guarantee stipulated in the present article. The Client expressly renounces any other express or implicit guarantees. 17.3 ERAS agrees to underwrite all the guarantees necessary to cover the responsibilities that it is exposed to due to the fact of execution of the contract for sufficient levels with an insurance company known to be solvable.

ARTICLE 18 – LIMITATION OF LIABILITY

18.1 The liability of ERAS may not be sought for damages resulting from errors originating from documents or information supplied by the Client, especially if ERAS has issued prior useful reserves. 18.2 The overall liability of ERAS regarding the present contract is limited to the sole direct material damages caused to the Client resulting from faults duly proven that would be attributable to ERAS. ERAS shall not have to indemnify, in any circumstances, the immaterial damages, consecutive or not to a material damage, namely but not limited to, losses of exploitation, losses of production, failure to reap profits, loss of profits, loss of contracts, loss of reputation, loss of opportunity, commercial damage, higher production costs, immobilization of personnel or equipment as well as any indirect damage. 18.3 In any case, the total cumulative liability of ERAS in regards to the contract, with the exception of corporal damages, fraud or professional misconduct, shall not exceed twenty per cent (20%) of the amount of the contract tax exclusive. 18.4 The Client and its insurers that guarantee it, declare to renounce to any recourse against ERAS and its insurers beyond the limits and exclusions heretofore exposed.

ARTICLE 19 – FORCE MAJEURE

The execution of obligations incumbent on each of the Parties in the terms of the present GTC shall be suspended by the occurrence of an event that constitutes force majeure with the usual acceptance of this term and including namely, without this list being limitative, natural catastrophes, acts of public authorities, embargoes, strikes, exceptional weather conditions preventing delivery, insurrections, riots. The Party wishing to invoke such an event shall immediately notify the other Party of its commencement and by then, as the case may be, the end, without which it may not be discharged of its responsibility. The other Party shall reserve the right to verify and inspect the reality of the facts. The two Parties shall put into place all their efforts to prevent or reduce the effects of non-execution of the convention caused by this event. The execution of the obligations shall resume its normal course as soon as the event constituting force majeure will have ceased. In the case where the event that leads to a case of force majeure is prolonged for more than one (1) month, the Party to which the case of force majeure is opposed can immediately terminate, the contract, *ipso jure*, and without indemnity.

ARTICLE 20 – GENERAL PROVISIONS OF INTERPRETATION

The Parties agree that in case of dispute on the interpretation of a clause of these GTC, the interpretation that would possibly be given by the Courts shall be retained. It will consequently be necessary to modify the said GTC. In addition, the illicit nature of a clause only applies for the said clause and shall not bring about the illitness of the entirety of the GTC.

ARTICLE 21 – PROTECTION OF PERSONAL DATA

All of the information requested by ERAS at the signing of the contract is obligatory. If one or several pieces of obligatory information should be lacking, the issuing of the contract shall not take place. In accordance with the law "Informatique et Libertés" (computer data and liberties) dated 06/01/1978, modified by the law dated 6 August 2004, the Client has the right of access, rectification and opposition to the information concerning it that it may exercise by letter addressed to ERAS – 20 Rue Lortet, 69007 LYON

ARTICLE 22 – TRANSLATION - LANGUAGE OF THE CONTRACT

In the case where the present GTC and the contract should be established in several languages, it is expressly understood that the French version is the only one valid in the case namely of difficulties of interpretation and/or application of provisions of said GTC and of the contract. The language applicable to the GTC and the contract is the French language.

ARTICLE 23 – SETTLEMENT OF DISPUTES

The present GTC and the contract are subject to French law, both for their interpretation and for their implementation. All disputes which the GTC and the contract may lead to, concerning their validity, interpretation, execution, termination, consequences and their subsequent results shall be, failing amicable resolution, under the exclusive competence of the Tribunal of commerce of LYON, even in cases of recourse to guarantees or severance of defendants.