

<p><b>Between:</b></p>  <p>Rue Augustin Fresnel 17180 Périgny LA ROCHELLE www.watercycle.fr - contact@watercycle.fr Tel: +33(0)5.46.31.02.99 Fax: +33(0)5 46 30 41 86 RCS La Rochelle 508 626 900 CODE APE 3700Z SIRET 508.626.900.00023 Intracommunity VAT No. FR9650862690</p> <p style="text-align: center;">Hereafter designated as "the Company"</p>	<p><b>And:</b></p> <p>Company Name _____ Mr, Mrs _____ Position _____ Installation Address _____ _____</p> <p>Tel _____ Fax _____ E-mail Address _____ _____</p> <p style="text-align: center;">Hereafter designated as "the Customer"</p>
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RECYCLING OF VEHICLE WASH WATERS		
ATLANTE	Type ..... Mono      Tri	Exc. VAT
Lift Station	Type .....	Exc. VAT
HC Scrubber Separator	Type .....	Exc. VAT
Buffer Tank	Type .....	Exc. VAT
Container / Closed Chassis	Type .....	Exc. VAT
Others	Type .....	Exc. VAT
RAINWATER HARVESTING		
Vat/Tank	Type .....	Exc. VAT
Pumping Equipment	Type .....	Exc. VAT
Others	Type .....	Exc. VAT
Maintenance Contract	Type .....	Exc. VAT
Transport		Exc. VAT
Consumables	Type .....	Exc. VAT
Warranty Extension: 1 year		Exc. VAT
Option(s):		Exc. VAT

<b>Cost of Equipment</b>	Total exc. VAT	
	VAT (19.6%)	
	Total inc. VAT	

<b>Terms of Payment</b>		
30% on order:	40% on delivery:	30 % on start-up:
Deposit (Cheque)		
Amount: _____ Bank: _____		

<b>Notes:</b> _____ _____
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Equipment Delivery Lead Time: ..... from acceptance of order by Watercycle.  
The maintenance contract will be the object of a separate contract, entered into at the same time as the present contract. The terms set out overleaf and which the undersigned declares having read and accepted, are applicable to the present order.

Executed in 2 original copies in ..... on .....

**Watercycle**  
(read and approved):  
Signature: \_\_\_\_\_

**The Customer** .....  
(read and approved):  
Signature: \_\_\_\_\_  
Company Stamp: \_\_\_\_\_

## General Terms and Conditions of Sale (for mainland France only)

**Between the buyer, hereafter designated as the Customer,  
And the selling company, hereafter designated as the Vendor,  
The following has been agreed:**

### I- PURPOSE OF THE CONTRACT

The purpose of the present contract is the final sale of machines and/or accessories and/or consumables and/or services, hereafter designated under the broader term of Equipment.

### II-ORDERS

The Customer acknowledges that the Equipment designated overleaf is bought for the purposes of its professional activity.

Any order passed by the Customer only becomes firm and final for the Vendor when accepted by the relevant department at Vendor's head-office. Acceptance shall however be considered tacit if the relevant department fails to notify the Customer of any refusal within 30 days of receiving the order form.

Any order is nevertheless considered firm and final for the Customer.

### III-PRICE AND INVOICING

3.1. All prices listed overleaf are understood to be ex works from the La Rochelle factory.

3.2. However, and unless indicated otherwise by the Customer, transport will be carried out by the Vendor's transport company, on behalf of the Customer and at the Customer's expense.

3.3. Any complaint regarding compliance of the Equipment delivered with the Equipment ordered or any complaint concerning invoicing must be addressed in writing to Vendor's head-office within ten (10) days of invoicing. After this 10-day deadline, the Customer will be deemed to have nothing to hold against the Vendor in these areas and no complaint will be considered by the Vendor.

### IV-PAYMENT TERMS

#### 4.1.1. Equipment

Unless stipulated differently overleaf with prior agreement of the relevant department at Vendor's head-office, payment will be made as follows:

- 30% on order
- 40% on delivery
- 30% on start-up

#### 4.1.2 Consumables

Consumables intended for the Equipment must be paid for on delivery.

4.3. The deposit remitted on order placement will be retained by the Vendor should the sale not be completed.

4.4. The searching and obtaining of finance are the sole responsibility of the Customer.

#### 4.5. Late payment

In the case of payment later than the payment date initially agreed, the Customer will be liable, by rights, to a penalty on the total amount due, calculated by applying a rate equal to one and a half (1.5) times the rate of legal interest applicable on the day the payment should have been made.

4.6. Non-payment will entail, by rights:

**1)** Immediate settlement of any debt, in the case of agreed payment terms and,

**2)** A penalty payment equal to 15% of the amount due.

In case of litigation, the amount due will be further increased by any legal fees and interests incurred.

### V-RESERVATION OF TITLE

The Equipment object of the present contract will remain the Vendor's inalienable and non-distrainable property until total payment by the Customer of the price inclusive of taxes. Until that time, the Customer undertakes not to give up, rent nor transform the Equipment object of the present contract without the Vendor's prior consent, nor leave the Equipment as security to its creditors. In case of seizure by third parties of the Equipment object of the reservation of title, the Customer shall, on issuance of the seizure statement, inform the bailiff of the reservation of title and inform the Vendor forthwith of the seizure.

The Customer must refrain from removing any plate identifying the Equipment.

If the Customer fails to respect the agreed payment terms, or if the Customer becomes the object, before full payment of the price, of a bankruptcy procedure, the Vendor reserves the right to repossess the Equipment at the Customer's expense. To this end, the Vendor and its transport company are authorised to enter, during working hours, the Customer's plants and premises housing the Equipment in order to carry out its removal. The amounts paid by the Customer up to the day of repossession will be kept by the Vendor by way of damages.

### VI-TRANSFER OF RISK

Notwithstanding the reservation of title clause mentioned above, risk is transferred to the Customer on delivery of the Equipment. Should the Vendor not be fully paid at the time of an accident occurring that entails the loss, damaging or destruction of the Equipment, the Vendor shall benefit from the reservation of title clause and receive directly the insurance compensation payment in lieu of the Customer, who agrees and shall be liable to settle the difference between the amount of the compensation payment and the damages sustained by the Vendor.

### VII-DELIVERY AND START-UP

The delivery lead times mentioned overleaf are, unless stipulated otherwise, only given as a general guideline. The Vendor's liability cannot be invoked in case of delivery delays.

The Customer commits to providing the Vendor with closed and frost-free premises, accessible to any lifting machinery. Failing that, the Vendor shall propose a solution for installation of the Equipment.

Except for the costs of the works, which shall be borne by the Vendor, the Customer, at its own expense and on the Vendor's instruction, shall arrange for any modification or creation work relating to waste water networks, electricity and civil engineering. To this end, receipt of the latter will be carried out beforehand by the Vendor, eight (8) days prior to delivery date. Should the work not meet the requirements of the Vendor, a second visit shall be carried out by the Vendor at the Customer's expense and shall be settled at said visit. Any delay in Equipment start-up resulting from the Customer's responsibility and exceeding one month shall give rise to penalties as stipulated in Article 4.6.

### VIII- WARRANTY

The Vendor grants the Customer a warranty for the Equipment detailed overleaf, for a duration of one (1) year from the date of Equipment start-up.

The warranty covers, on the one hand, replacement of parts, broken or recognised as faulty by the Vendor's Technical Service, and on the other hand, labour and travelling costs. Only consumable products and parts will be invoiced to the Customer.

Any part removed as a result of replacement becomes the property of the Vendor. During the warranty period, the Customer commits to neither modify, dismantle nor move the Equipment without the Vendor's prior written consent.

The Equipment will not be covered by the warranty in the following instances: in the case of an accident, intentional mistake, abnormal usage of the Equipment with respect to the instruction manual;

moving of the Equipment or Customer/third party action not authorised by the Vendor;

use of an electric power supply unsuitable for the Equipment to function properly. The Vendor's Equipment having been designed according to specific physical, chemical and biological data, related to Customer's needs and in compliance with the legislation in force, the warranty shall not apply if the Equipment is used for different purposes and/or with consumables not authorised by the Vendor.

### IX- TECHNICAL MAINTENANCE CONTRACT

It is possible for the Customer to subscribe to a technical maintenance contract with the Vendor, which takes effect on the date of signature of said contract. This contract commits the Vendor to visit the Equipment installation site and carry out checks, maintenance and operational tests. These visits will occur at intervals agreed by the parties.

The contract excludes the supply and installation of any faulty spare parts which shall be the object of a specific estimate to be agreed prior to any intervention and settled on said intervention.

### X- LIMITATION OF LIABILITY

Unless provided otherwise by public law, the Vendor shall not be liable for any damage of any nature occurring as a direct or indirect result of the use or the inability to use the Equipment, and notably:

the Vendor shall not be liable for any special, direct or incidental, damage such as notably, decrease in production, loss or damage of data, loss of profit, and this even if the Customer was forewarned of the possibility of such damages or losses occurring;

moreover, the Vendor shall not be liable in the case of loss or destruction of any goods, damages or expenses resulting directly or indirectly from the use of, the misuse of, or the inability to use the Equipment by the Customer, and this either independently or in combination with another product, or in the case of any commercial loss of any nature, and shall not be liable to provide replacement Equipment.

On no account shall the Vendor's contractual liability under the present contract exceed the amounts paid by the Customer to acquire the Equipment.

The present general terms and conditions of sale only apply to Equipment to be sold and delivered in mainland France.

### XI- LITIGATION AND DISPUTES

In the event of dispute and/or litigation occurring during or following enactment of the present contract, and not resolved amicably, the Courts of La Rochelle are the only courts having jurisdiction.

