

METASEVAL GENERAL TERMS OF SALE

1/ GENERAL POINTS :

The present general terms apply in full and prevail over any general terms of purchase or any other document issuing from the CLIENT, whatever the terms may be. Any document of allocation, letter of intent, letter of acceptance or of allocation, first order (« the DOCUMENT OF ASSIGNMENT »), order or equivalent document addressed to METASEVAL and its subsidiaries (« METASEVAL ») implies without reservation acceptance of its prices and/or rates and of the present general terms. Any other condition in contradiction with the present document will be taken into account only if it has been accepted explicitly and in writing by METASEVAL before the date of formation of the contract. If any stipulation of any contract issuing from the present document is declared null by a Court or any other administration or authority, such a decision will in no case affect the validity of the other stipulations. The fact of not exercising at any moment a privilege recognised by the present general terms, or of not demanding the fulfilment of any stipulation of the agreement issuing from the aforementioned conditions may not in any case be interpreted as either a modification of the contract, nor as an explicit or tacit renunciation of the right to exercise the aforementioned privilege in the future, or of the right to demand the meticulous fulfilment of the commitments taken out with the present general terms. The present general terms apply to the provision of services of cutting, stamping and/or assembly, as well as to the complete management of projects for the design and manufacture of components and subsets for automobile vehicles (« the SERVICES ») that METASEVAL may be brought to implement for professional clients in the same speciality or a different speciality but in direct link with the SERVICES sold (« the CLIENT »). They are founded on article L.442-6 of the French Code of commerce, on the commercial usages of the profession of cutters, stampers, embossers, any transformer of metal into thin sheets and suppliers of tool elements, and on the practices of METASEVAL.

2/ APPLICABLE LAW – ASSIGNMENT OF JURISDICTION

2.1/ Applicable law : The present general terms of sale are subject to French law, excluding any international convention.

2.2/ Settlement of disputes : The parties undertake to try to settle their disputes amicably before referring their case to the competent Tribunal. For lack of an amicable agreement, it is explicitly agreed that any dispute relating to the contract will be the exclusive competence of the court in whose jurisdiction the domicile of METASEVAL is situated, even in the event of summary proceedings, appeal, accessory claim or multiple defendants.

3/ FORMATION OF THE CONTRACT

The DOCUMENT OF ASSIGNMENT passed on by the CLIENT to METASEVAL constitutes a pure and simple acceptance of the last offer passed on by METASEVAL to the CLIENT and of the present general conditions. If it does not itself constitute an order, the DOCUMENT OF ASSIGNMENT signifies that the CLIENT undertakes to place an order with METASEVAL based on the last offer passed on by METASEVAL to the CLIENT. Nevertheless, the contract (« the CONTRACT ») will be legitimately formed only at the time of written confirmation by METASEVAL of the DOCUMENT OF ASSIGNMENT or of any other equivalent document passed on by the CLIENT. However, for lack of written confirmation by METASEVAL, the date of the start of fulfilment or of implementation of the procedures by METASEVAL will constitute the formation date of the CONTRACT. Any modification or retraction by the CLIENT from the moment of formation of the CONTRACT will be taken into account only if this modification is reasonable and has been accepted in writing by METASEVAL. Constituting an integral part of the CONTRACT are the following documents, in the following descending order of priority:

- The present general terms,
- The specific conditions accepted by both parties,
- The order accepted by any means, notably by acknowledgement of receipt or order confirmation,
- the documents of the CLIENT completing the present general terms,
- the studies, estimates and technical documents communicated before the formation of the main contract and accepted by the parties,
- the delivery form
- the invoice.

4/ QUANTITIES, PRICES AND DEADLINES

4.1/ DOCUMENT OF ASSIGNMENT and/or closed order : The DOCUMENT OF ASSIGNMENT and/or closed order firmly specify the quantities, prices and deadlines. The CLIENT is committed to these quantities, prices and deadlines, which may not be changed without prior and written consent from METASEVAL.

4.2/ DOCUMENT OF ASSIGNMENT and/or open order : The DOCUMENT OF ASSIGNMENT and/or open order:

- defines the characteristics and the price of the SERVICE,
- determines the quantities and/or minimal and maximal volumes and the implementation times,
- specifies the scheduling of delivery orders with the quantities and times envisaged,
- if necessary indicates the specific investments to be carried out by METASEVAL to implement the SERVICE.

In the event of variation with the increase or decrease of all or part of these indications, the parties must consult each other to find a solution to the

consequences of this deviation, which are likely to change the stability of the contract to the detriment of METASEVAL. In the event of variation with the increase of quantities and/or volumes and schedulings and/or investments, METASEVAL will do what it can to satisfy the request of the CLIENT in quantities and times compatible with its capacities for production, transport, subcontracting, both human and financial.

4.3/ Modification of the CONTRACT

Any modification of the CONTRACT is subordinated to the prior and written acceptance of METASEVAL.

4.4/ Order cancellation : The order constitutes an element of the CONTRACT or the CONTRACT itself. It may not therefore be cancelled, unless with explicit prior consent from METASEVAL. In this case, the down payment already paid will remain with METASEVAL as a penalty clause, the CLIENT having in addition to compensate METASEVAL for all of the expenses undertaken (notably specific equipment, research costs, labour and supply expenses, tools, etc.) and for all of the direct and indirect consequences stemming from this.

4.5/ Modifications of the CONTRACT – Effects on stocks : Any modification, nonfulfilment or suspension of the CONTRACT not permitting the flow of stocks in the conditions provided for by the CONTRACT will cause a renegotiation of the initial economic conditions permitting the compensation of METASEVAL.

5/ PREPARATORY AND DESIGN WORK

5.1/ Plans, research, specifications : All plans, research, specifications, technical documents or estimates given to the CLIENT are communicated within the framework of a loan for use whose purpose is the evaluation and the discussion of the commercial offer of METASEVAL. They will not be used by the CLIENT for other purposes. METASEVAL holds all of the material and intellectual property rights over documents loaned. These documents must be returned to METASEVAL on first request. The same goes for the research that METASEVAL proposes to improve the quality or the cost price of the parts, by an original modification to the specifications. These modifications accepted by the CLIENT may not lead to the transfer of liability against METASEVAL. Any transfer of intellectual property rights or of know-how must be the subject of a contract between METASEVAL and the CLIENT.

5.2/ Design of parts : Excepting the signature of a specific design contract between the parties giving rise to a specific payment of METASEVAL, METASEVAL is not the designer of the parts that it produces. Its role is that of an industrial subcontractor. The design whose result is the complete definition of a product can however be the subject of total or partial industrial subcontracting, from the moment that the CLIENT assumes finally and without appeal total liability for it in relation to the industrial result sought.

5.3/ Handing over of samples : The samples, scale models or prototypes passed on to the CLIENT, before or after the conclusion of the CONTRACT, are covered by strict confidentiality. They may be communicated to a third party only with the explicit authorisation of METASEVAL. The scale models and prototypes, if they are not managed within the framework of the CONTRACT, must be the subject of a specific order.

5.4/ Tools : a) When they are supplied by the CLIENT, tools are required to bear in a distinct manner the assembly or usage reference marks and must be supplied free of charge at the site specified by METASEVAL. The CLIENT assumes responsibility for the perfect similarity between these tools and the plans and specifications. However and at the request of the CLIENT, METASEVAL verifies this similarity and reserves the right to invoice the cost of these operations. If METASEVAL judges it necessary to make modifications for the correct production of parts, the costs stemming from this are at the charge of the CLIENT, METASEVAL having previously informed them in writing. For series orders, the CLIENT must request the manufacture of standard parts, which are submitted to them by METASEVAL and which are accepted by them after all necessary checks and tests, their acceptance reputed to have been acquired for lack of written observations within the period of fifteen days from the date on which they have received them. If the plans and specifications of the CLIENT do not permit a complete verification of the perfect similarity with the tools provided by the latter; the forms, dimensions and thickness of parts obtained would be, for this reason, determined in full or partly by these tools. Responsibility for the result obtained concerning these data would therefore fall exclusively to the CLIENT, previously informed in writing by METASEVAL.. In all cases, if the tools received by METASEVAL did not conform to the usage that it was reasonably entitled to obtain, the price of the parts initially agreed on will be the subject of a request for review by METASEVAL, an agreement with the CLIENT having to occur before any start to the production of parts. **b)** When it is assigned by the CLIENT to produce tools, METASEVAL produces them in agreement with the CLIENT, according to the demands of its own manufacturing technique. Their production cost, as well as the costs of replacement or restoration after wear, are payed to it independently of the supply of parts. METASEVAL may not be bound to the costs of replacing tools beyond the supply of quantities for which it has been provided for contractually or resulting from normal wear and tear. Except by prior agreement with METASEVAL concerning a price increase to cover this risk, the CLIENT is bound, either to provide new replacement tools, or else to cover the costs of their production or their restoration by METASEVAL. **c)** The price of manufacturing tools designed by METASEVAL, whether they are produced or not by them, does not include the intellectual property of the manufacturer for these tools, i.e. the contribution of their know-how or their patents for their design or development. The same goes for the possible adaptations that METASEVAL carries out on tools

provided by the CLIENT to ensure the correct production of parts or the increase in productivity. Tools remain in trust with METASEVAL after fulfilment of the order and the CLIENT may regain possession only after written agreement on the conditions for usage of intellectual property of METASEVAL, in accordance with the provisions of the Code of intellectual property, and after payment of all invoices that are due to them for whatever reason. These tools are kept in good working order by METASEVAL, the consequences of their wear and tear, repair or replacement being at the charge of the CLIENT. Unless otherwise agreed between the parties, payment is at the rate of 50% upon ordering and the remaining balance at completion, or on the date of presentation, or upon acceptance of standard parts if necessary. Acceptance of standard parts may not occur beyond a maximum period of 30 days after the date of presentation. **d)** In the event that the CLIENT decides on the production of parts despite a provisional reception or with a reserve of tools or standard parts, it may not delay payment for the tools after the date of the start of production. This provision applies without prejudice to the possibility for the CLIENT to apply a holdback of a maximum amount of 5% within the conditions set by law n° 71-584 of 16th July 1971 which is public policy. **e)** METASEVAL refrains at all times from using for a third party the tools referred to in paragraphs a, b and c above, be it the owner of them or not, unless with prior written consent from the CLIENT.

5.5/ Custody of tools : It falls to the CLIENT, who keeps full responsibility for the tools referred to in the paragraphs of Article 4.4 and of which it is the owner, to itself provide for their assurance concerning their deterioration or their destruction for whatever reason within the company, renouncing any action against the manufacturer. These various tools are returned to it upon its request or at the will of the manufacturer, in the state in which they remain at the moment, subject to the complete payment of the latter as well as the manufactured parts. If they remain in trust with METASEVAL, they are kept free of charge for a period of three years from the last delivery. Beyond this period, if the CLIENT has not requested the return of its tools or if it has not agreed with METASEVAL on an extension of their safekeeping according to its principles and modalities, the latter is entitled to proceed to their destruction, after a formal notice by registered letter has remained without effect for a period of three months.

6/ CHARACTERISTICS AND STATE OF PRODUCTS ORDERED

6.1/ Destination of products : The CLIENT is responsible for the implementation of the product within the normal conceivable usage conditions and in accordance with the safety and environment legislation in force at the place of usage as well as with the good practice of their profession. Specifically, it falls to the Client to choose a product corresponding to its technical need and, if necessary, to ensure with METASEVAL the appropriateness of the product with the application envisaged.

6.2/ Packaging of products : **a)** The containers, frames, pallets and any other permanent materials that are the property of METASEVAL, must be returned by the CLIENT clean and in a good state and carriage paid, at the latest within thirty days from their reception, for lack of which they are invoiced by METASEVAL. If these materials are the property of the CLIENT, the latter must send them clean and in good state, at the latest for a date previously agreed on with METASEVAL and to the site specified by the latter. Any lateness in the delivery of the packaging by the CLIENT must be indicated to METASEVAL and may not, in any case, generate penalties in any way against the latter. **b)** At the request of the CLIENT, the parts may be the subject of specific protection operations. The determining of these falling to the CLIENT, their costs are charged by METASEVAL. **6.3/ Transmission of information relating to the product.** The CLIENT undertakes to pass on the necessary information for the implementation of the product to the potential subpurchaser. METASEVAL ensures the traceability of the product up to the day of delivery to the CLIENT, in accordance with article 8.2 of the present general terms.

7/ INTELLECTUAL PROPERTY AND CONFIDENTIALITY

7.1/ Intellectual property and know-how of documents and products : All intellectual property rights, as well as know-how incorporated into transmitted documents, samples, prototypes, products delivered and the services carried out remain the exclusive property of METASEVAL. Any transfer of intellectual property rights or know-how must be the subject of a contract with METASEVAL. METASEVAL reserves the right to dispose of its know-how and the results of its own research and development work.

7.2/ Confidentiality clause : The parties mutually commit to a general obligation of confidentiality concerning any verbal or written information, of whatever nature and on whatever type of media (discussion reports, plans, computerised data exchanges, activities, installations, projects, know-how, products etc.) exchanged within the framework of the preparation and fulfilment of the contract except for information generally known to the public or that which will become so in a way other than by the fault or actions of the CLIENT. Consequently, the parties undertake:

- to keep strictly secret any confidential information, and notably never to disclose or communicate, in any way, directly or indirectly, all or part of the confidential information, to any person, without the prior written consent of the other party;
- not to use all or part of the confidential information for purposes or for activities other than the fulfilment of the contract;
- not to carry out any copying or imitation of all or part of the confidential information.

The CLIENT commits to taking all necessary measures so as to ensure the respect of this confidentiality obligation, for the entire duration of the contract and even

after its expiry, and vouches for the respect of this obligation by all of its employees. This obligation is an absolute obligation.

7.3/ Guarantee clause in the event of counterfeit : The CLIENT guarantees that at the moment of fulfilment of the contract, the contents of plans and specifications and their implementation conditions do not use the intellectual property rights or a know-how belonging to a third party. It guarantees being able to dispose of them freely without contravening a contractual or legal obligation. The CLIENT protects METASEVAL from the direct or indirect consequences of any civil or criminal liability action resulting notably from an action in counterfeiting or in unfair business practices.

8/ DELIVERY, TRANSPORT, VERIFICATION AND RECEPTION OF PRODUCTS

8.1/ Delivery times : The delivery times run from the latest of the following dates:

- date of acknowledgement of reception of the order,
- date of reception of all materials, equipment, supplies, tools, specific packaging, fulfilment details due by the CLIENT,
- date of fulfilment of prior contractual or legal obligations due by the CLIENT.

The time agreed on is an important element which must be specified in the contract as well as its nature (time to availability, time for presentation for acceptance, delivery time, legal deadline for receipt etc.). The times stipulated are only indicative however and may be challenged in the event of the unforeseen occurrence of circumstances independent of the will of METASEVAL.

8.2/ Delivery conditions : Delivery is said to be carried out in the factories or warehouses of METASEVAL. Risks are consequently transferred to the CLIENT from delivery without prejudice to the right of METASEVAL to invoke the benefit of the ownership retention clause or to make use of its right of retention. In the event that the CLIENT has taken on the transport and covers its cost, the CLIENT will assume all of the financial consequences of a direct action of the carrier against the Manufacturer.

8.3/ Transport - customs – insurance : Unless otherwise agreed, all operations of transport, insurance, customs, handling, transport to work site, are at the charge, expense and risk of the CLIENT, to whom the responsibility falls to check the shipments upon arrival and to exercise, if necessary, its actions against the carriers, even if the shipment was carriage paid. In the event of dispatch by METASEVAL, the shipment is made with postage due, at the lowest rates, unless explicitly requested by the CLIENT, in which case the additional transport costs are passed on to the CLIENT.

8.4/ Verification of products : The CLIENT must at their own expense and under their own responsibility verify or have verified the conformity of the products within the terms of the order.

8.5/ Reception of parts : The CLIENT is obliged to carry out the legal reception of the PRODUCTS by which it acknowledges conformity with the contract. Reception is equivalent to acknowledgement of the absence of visible faults. **a)** The CLIENT consequently decides on the technical terms and conditions, which fixes the specifications that define, in all their aspects, the parts to produce, as well as the nature and the methods of inspection, testing and checks imposed for their reception. **b)** In all cases, the nature and the extent of the necessary checks and tests, the norms and the severity classes concerned, as well as the tolerances of any nature, must be specified in the plans and the specifications which must be attached by the CLIENT to their call for bids and confirmed in the contract agreed between METASEVAL and the CLIENT, this to determine in particular the conditions of practice of the guarantee defined in article 12. **c)** For lack of specifications concerning the checks and tests to be carried out on the parts, METASEVAL carries out only a simple visual and dimensional check on the main aspects. **d)** The inspections and tests judged to be necessary by the CLIENT are carried out at their request by METASEVAL, by themselves or by a third party laboratory or organism. This must be specified before the conclusion of the CONTRACT, in the same way as the nature and the extent of these inspections and tests. Reception takes place at the production site, at the expense of the CLIENT, at the latest during the week following the notice of availability for reception, sent by METASEVAL to the CLIENT or to the organism in charge of this reception. In the event of a failing due to the CLIENT or the inspecting organism, the parts are stored by METASEVAL at the expense and risk of the CLIENT. After a second notification from METASEVAL has remained ineffective for fifteen days following its dispatch, the parts are said to have been officially received and METASEVAL is entitled to dispatch them and to invoice them. In the same way, in the event of a usage of the parts by the CLIENT, the former will be said to have been officially received. **e)** The price of checks and tests is generally distinct from that of the parts but may be incorporated into it after an agreement between METASEVAL and the CLIENT. This price takes account of the cost of specific work necessary for obtaining the conditions essential for the correct implementation of these checks, notably in the case of destructive tests. **f)** Manufacturing carried out within the framework of a system of Quality Assurance require this condition to be specified by the CLIENT in their call for bids and in their order, METASEVAL confirming this from its own end in its offer and in its acceptance of the order, this without prejudice to the provisions of the previous articles.

9/ UNFORESEEN EVENTS AND FORCE MAJEURE

9.1/ Unforeseen events clause : In the case of the occurrence of an event outside the will of the parties that compromises the stability of the CONTRACT to the

point of being detrimental to METASEVAL, and to the fulfilment of its obligations, the parties agree to negotiate in good faith the modification of the CONTRACT. Notably concerned are the following events: variation in the price of raw materials, change of customs tariffs, change in exchange rates, change in legislations, change to the financial situation of the CLIENT. For lack of agreement between the parties, METASEVAL will have the option of terminating the CONTRACT in return for a formal notice of three months.

9.2/ Force majeure : Neither of the parties in the present CONTRAT may be held liable for their lateness or their failure to fulfil one of their obligations in the CONTRACT if this lateness or this failure are the direct or indirect result of an event of force majeure, meant in a broader sense than French case law such as:

- occurrence of a natural disaster,
- earthquake, storm, fire, flooding, etc...
- armed struggle, war, conflict, attacks,
- work dispute, total or partial strike at METASEVAL, its suppliers or the CLIENT,
- work dispute, total or partial strike with service providers, carriers, mail service, public services, etc...
- imperative injunction by the authorities (ban on importing, embargo),
- operating accidents, machinery breakdown, explosion.

Each party will inform the other party immediately of the occurrence of an event of force majeure of which they will be aware and which, in their opinion, is likely to affect the fulfilment of the CONTRACT. If the duration of the holdup exceeds 10 working days, the parties must confer within 5 working days following the expiry of the 10 working day period to examine in good faith if the contract must be pursued or terminated.

10/ DETERMINING OF PRICE

Prices are determined in Euros, excluding tax and « ex works », except for specific provisions provided for in the CONTRACT. They are invoiced under the conditions of the CONTRACT. The price corresponds exclusively to the products and services in the offer.

11/ QUANTITIES IN « FIRM » ORDERS

Any quantitative dispute over parts may be taken into consideration by METASEVAL only if it has been indicated to them within a maximum delay of 48 hours.

12/ PAYMENT

12.1/ Term of payment : In accordance with article L441-6 of the Code of commerce as it results from economy modernisation law n°2008-776 of 4th August 2008, called LME, the term agreed between the parties to pay sums due may not exceed forty-five days end of month or sixty days from the date of the issue of the invoice. Any clause or request aiming to set or to obtain a payment term greater than this maximum delay may be considered as excessive in the sense of article L 442-6-1 7 of the Code of commerce as it results from economy modernisation law n°2008-776 of 4th August 2008 and is punishable notably by a civil fine of up to two million euros.

12.2/ Lateness of payment : In accordance with article L441-6 paragraph 12 of the Code of commerce as it results from economy modernisation law n°2008-776 of 4th August 2008, any lateness in payment will give rise to the application of lateness interest equal to the most recent refinancing rate of the European Central Bank increased by ten points. Any lateness in a payment term will lead, if it seems appropriate to METASEVAL, to the forfeiture of the contractual term, with the totality of sums due becoming immediately payable. The fact of METASEVAL taking advantage of one or the other of these provisions does not deprive them of the option of implementing the ownership retention clause stipulated in article 12.6.

12.3/ Change in the CLIENT's situation : In the event of a degradation in the CLIENT's situation observed by a financial establishment or proven by a significant lateness of payment or a lateness in the return of instalments or when the financial situation differs noticeably from the data made available, delivery will take place only in return for an immediate payment. In the event of lateness in payment, METASEVAL benefits from a right of retention for the products manufactured and closely related materials. In the event of sale, transfer, pledging as security or capital invested of its business, or of a significant part of its assets or of its equipment by the CLIENT, METASEVAL reserves the right and without formal notice:

- to pronounce the forfeiture of the term and consequently the immediate payability of sums still due for whatever reason,
- to suspend any shipment,
- to observe for one part, the cancellation of all contracts in progress and to apply for the other part the retention of downpayments received, tools and parts held, until the fixing of potential compensation.

12.4/ Compensation of payments : The CLIENT automatically abstains from any illicit practice of debit or credit, of invoicing METASEVAL for any sum that has not been explicitly recognised by the latter as its responsibility. Any automatic debit will constitute an outstanding payment and will give rise to the application of the provisions of article 12.2 in terms of lateness of payment. The parties however reserve the right to resort to legal or conventional compensation of debts.

12.5/ Legal guarantee of payment in the event of a subcontracting contract : When the contract signed is part of a series of company contracts in the sense of law n° 75-1334 of 31st December 1975, the CLIENT has the legal obligation of obtaining acceptance of METASEVAL by its own ordering party. It is also obliged to obtain acceptance of the payment conditions of METASEVAL by the former. If the ordering party is not the end customer, the CLIENT commits to requiring from

them the observance of the formalities of the law of 1975. In accordance with article 3 of the 1975 law, the absence of presentation or of approval leads to the impossibility for the CLIENT to invoke the contract against METASEVAL. This impossibility notably concerns challenges relating to potential faults of conformity with the specifications. However, in accordance with the aforementioned article, the CLIENT remains obliged vis-a-vis the subcontractor to fulfil its contractual obligations. For the present general terms, the 1975 law is considered as internationally enforced law applicable by the intermediary of the CLIENT to foreign end customers.

12.6/ Retention of ownership

METASEVAL keeps full ownership of the goods that are the subject of the CONTRACT until effective payment in full of the principal and other charges. Lack of payment for any one of the payment terms may lead to the claiming of these goods. Nevertheless, from delivery, the CLIENT assumes liability for damages that these goods may undergo or cause.

13/ LIABILITY AND GUARANTEE

13.1/ Definition of the liability of METASEVAL : The liability of METASEVAL is strictly limited to respect for the specifications of the CLIENT stipulated in the specifications. METASEVAL must carry out the work requested by the CLIENT, according to the good practice of its profession. In the event of a complaint by the CLIENT concerning the parts delivered, METASEVAL reserves the right to examine these on site. In the event of a failure of conformity, METASEVAL commits, after agreement with the CLIENT:

- either to credit the CLIENT with the value of the parts recognised as not conforming to the plans and contractual technical specifications or to the standard parts accepted by them,
- or to replace the rejected parts which will be the subject of a credit note. The replacement parts being manufactured at the same price as the parts being replaced,
- or to proceed to their re-standardisation.

Standardisation is carried out according to those modalities agreed upon mutually. METASEVAL assumes the cost of this if it accepts to carry this out or must give its consent first if the CLIENT decides to carry it out for a price that it will inform METASEVAL of. The parts for which the CLIENT has obtained the replacement or the re-standardisation by METASEVAL, are returned to the latter with postage due, METASEVAL reserving the right to choose the carrier. Any standardisation of parts carried out by the CLIENT without prior consent from METASEVAL, concerning its principle and its cost, leads to the loss of the right to any complaint by the CLIENT.

13.2/ Limits and exclusion of liability of METASEVAL : The liability of METASEVAL will be limited to direct material damages caused to the CLIENT which would result in faults attributable to METASEVAL in the execution of the contract. METASEVAL is not obliged to compensate for the damaging consequences of faults committed by the CLIENT or by third parties linked with the fulfilment of the contract. METASEVAL is not accountable for damages resulting from the usage by the CLIENT of technical documents, information or data issuing from the CLIENT or imposed by the latter. Under no circumstance will METASEVAL be obliged to compensate for intangible or indirect damages such as: operating losses, losses of profit, loss of opportunity, loss of business, lost earnings. The liability of METASEVAL is excluded:

- for faults originating from materials supplied by the CLIENT,
- for faults originating from a design carried out by the CLIENT,
- for faults that result fully or partly in the normal wear and tear of the part, deteriorations or accidents attributable to the CLIENT or to a third party,
- in the event of modification, abnormal or atypical use or usage not conforming to the product's purpose, to good practices or to recommendations by METASEVAL.

In the event that penalties and compensation have been agreed upon mutually, they are equivalent to a lump sum compensation, standard rate and are exclusive of any other sanction or compensation. The civil liability of METASEVAL, all causes taken into account with the exception of bodily injuries and serious breach, is limited to a sum whose ceiling is the amount for the supplies received on the day of the service. The CLIENT vouches for the waiver of any recourse by its insurers or by third parties contractually linked with it, against METASEVAL or its insurers beyond the limits and exclusions set out above.

14/ CANCELLATION

In the event of a serious breach by one of the parties of a single one of their contractual obligations, cancellation of the contract will be incurred by operation of law, 30 days after a formal notice has remained ineffective.