

GENERAL CONDITIONS OF CONTRACTING FOR QUAYQUIP - SALES CONDITIONS

1. *Applicable law and choice of forum.*

- 1.1 The law of the Netherlands is applicable.
- 1.2 The Vienna Convention on Contracts for the International Sale of Goods (CISG) is not applicable, nor is any other international regulation the exclusion of which is permissible.
- 1.3 Only the civil court that has jurisdiction in the place of establishment of the contractor may take cognizance of disputes, unless this would be contrary to peremptory law. The contractor may deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.
- 1.4 The parties may agree a different form of dispute resolution such as arbitration or mediation.
- 1.5 These general terms are on request available in the Dutch and French language. In the event of any disputes on the interpretation of these general items of sales, or any of the provisions included in contracts to which these general items apply, the English text shall be conclusive.

2. *Applicability*

- 2.1. These conditions apply to all offers and to all agreements they conclude and to all agreements that may be the result thereof. The proposer/supplier is designated in these conditions as the contractor or seller or foundry or sub-contracting of foundries. The other party is designated as the customer or buyer.
- 2.2 The standard conditions of the customer shall not apply and are expressly rejected.

3. *Offers*

- 3.1 All offers are made without engagement.
- 3.2 If the customer supplies data, drawings etc. to the contractor, the contractor may assume them to be correct and may base his offer upon them.
- 3.3 The prices referred to in the offer are based on delivery ex works in accordance with Incoterms 2010. The prices are exclusive of turnover tax and packaging.
- 3.4 If his offer is not accepted, the contractor has the right to charge the customer for all the costs which he has had to incur in order to make his offer.

4. *Intellectual property rights*

- 4.1 Unless agreed otherwise, the contractor retains the copyright and all industrial property rights in the offers made by him and in designs, illustrations, drawings, models, test models, software etc. supplied by him.
- 4.2 The rights to the data referred to in paragraph 4.1 shall remain the property of the contractor irrespective of whether costs are charged to the customer for their production. Such data may not be copied, used or shown to third parties without the express consent of the contractor. If this provision is infringed, the customer shall owe the contractor a penalty of EUR 25,000. This penalty may be claimed in addition to any compensation owed by law.
- 4.3 The customer must return the data supplied to him as referred to in paragraph 4.1 at the first request of the contractor within the period specified by the contractor. In the event of an infringement of this provision the customer shall owe the contractor a penalty of EUR 1,000 per day. This penalty may be claimed in addition to any compensation owed by law.

5. *Advice, designs and materials*

- 5.1 The customer cannot derive any rights from advice and information obtained from the contractor if they do not relate directly to the order.
- 5.2 The customer is responsible for the drawings and calculations made by him or on his behalf and for the functional suitability of the materials prescribed by him or on his behalf.
- 5.3 The customer shall safeguard the contractor against any claim by its third parties relating to the use of drawings, calculations, samples, models and so forth supplied by or on behalf of the customer.
- 5.4 The customer may, at his own expense, examine (or arrange for the examination of) the materials, which the contractor wishes to use before they are processed. If the contractor suffers damage as a result, this shall be borne by the customer.

6. *Delivery period*

- 6.1 The delivery period and / or implementation period quoted by the contractor will be ascertained upon approximation.
- 6.2 In fixing the delivery period and / or implementation period the contractor assumes that he can execute the order in the circumstances known to him at that time.
- 6.3 The delivery period and / or implementation period starts when agreement has been reached on all technical details, all necessary data, final drawings etc. are in the possession of the contractor, the agreed payment or instalment has been received and the necessary conditions for execution of the order have been fulfilled.
 - a If circumstances occur other than those known to the contractor when they fixed the delivery period and / or implementation period, the contractor may extend the delivery period and / or implementation period by the time necessary to execute the order in the circumstances. If the work cannot be fitted into the planning schedule of the contractor, it shall be completed as soon as their planning schedule permits this.
 - b If there is additional work, the delivery period and / or implementation period shall be extended by the time that is necessary to supply (or arrange for the supply of) the materials and parts for this purpose and to carry out the additional work. If the additional work cannot be fitted into the planning schedule of the contractor it shall be completed as soon as their planning schedule permits this.
 - c If there is a suspension of obligations by the contractor, the delivery period and / or implementation period shall be extended for the duration of the suspension. If continuation of the work cannot be fitted into the planning schedule of the contractor, the work shall be completed as soon as their planning schedule permits this.
 - d If work is impossible owing to weather conditions, the delivery period and / or implementation period shall be extended for the term of the delay that has occurred as a result.
- 6.4 If the agreed delivery period and / or implementation period is exceeded, this shall not under any circumstances confer entitlement to compensation unless this has been agreed in writing.

7. *Transmission of risk*

- 7.1 In the case of delivery ex works, in accordance with Incoterms 2010, the risk in relation to the goods shall pass at the moment when the seller makes them available to the buyer.
- 7.2 Irrespective of the provisions of the previous paragraph, the customer and the contractor agree that the contractor shall arrange for the carriage. The risk of storage, loading, carriage and unloading shall be borne by the customer in this case as well. The customer may insure himself against these risks.
- 7.3 Even if the seller installs and/or assembles the goods sold, the risk in relation to the goods shall pass at the moment when the seller makes them available to the buyer at the business premises of the seller or at another agreed place.
- 7.4 If a purchase involves a trade-in and the buyer continues to use the goods to be traded in pending delivery of the new goods, the risk in relation to the goods to be traded in shall

continue to be borne by the buyer until the moment at which they transfers them to the possession of the seller.

8. *Price changes*

- 8.1 A rise in cost price determining factors arising after the closing of the agreement may be charged by the contractor at the account of the buyer when the fulfilment of the agreement is not yet wholly fulfilled at the time of the rise.
- 8.2 Payment of the price increase as referred to in paragraph 8.1 shall take place together with payment of the principal or the nearby term of payment.
- 8.3 If goods are supplied by the customer and the contractor is prepared to use them, the contractor may then charge a maximum of 20 percent of the market price of the delivered goods.

9. *Impossibility of performance*

- 9.1 The contractor shall be entitled to suspend performance of his obligations if he is temporarily prevented from performing them by circumstances that could not be foreseen at the time of the conclusion of the agreement and which are beyond his control.
- 9.2 Circumstances which could not be foreseen by the contractor and which are beyond his control are deemed to include failure of his suppliers and/or subcontractors to fulfil their obligations or to do so in good time, weather conditions, earthquakes, fire, loss or theft of tools, loss of processed materials, road blockades, strikes or work stoppages and import or trade restrictions.
- 9.3 The contractor shall not be entitled to suspend performance if performance is permanently impossible or if a temporary impossibility has lasted for longer than six months. The agreement may then be terminated in respect of such part of the obligations as have not yet been performed. In that case the parties shall not be entitled to compensation for damage suffered or yet to be suffered as a result of the termination.

10. *Scope of the work*

- 10.1 The contractor shall ensure that all licences, exemptions and other decisions that are necessary in order to carry out the work are obtained in good time.
- 10.2 The price of the work does not include:
 - a the costs of groundwork, pile driving, cutting, breaking, foundation work, bricklaying, woodwork, plastering, painting, wallpapering, repairs or other construction work;
 - b the costs of gas, water or electricity connections and other infrastructure facilities;
 - c the costs of preventing or mitigating damage to goods present at or near the work;
 - d the costs of removing materials, building materials or refuse;
 - e travelling and accommodation expenses.

11. *Alterations to the work*

- 11.1 Alterations to the work shall result in any event in additional work or reduced work if:
 - a there is an alteration to the design or the specifications;
 - b the information provided by the customer does not correspond with the reality;
 - c the quantities differ by more than 10% from the estimates.
- 11.2 Additional work shall be calculated on the basis of the value of the price determinants applicable at the time when the additional work will be carried out. Less work shall be calculated on the basis of the value of the price determinants applicable at the time when the agreement was concluded.
- 11.3 In case the balance of the lesser work exceeds that of the additional work the contractor may charge the customer in the final invoice 10% of the difference in the balances. This provision does not apply in the case of a reduction in the work that is a result of a request of the contractor.

12. *Execution of the work*

- 12.1 The customer shall ensure that the contractor can carry out his activities without interruption and at the agreed time and that in the execution of the work he has access to the requisite facilities such as:
 - a gas, water and electricity;
 - b heating;
 - c a lockable and dry storage room;
 - d facilities prescribed under the Working Conditions Act and other health and safety regulations under that Act.
- 12.2 The customer shall be liable for all damage as a result of the loss, theft or burning of or damage to tools, materials and other property of the contractor located at the place where the work is performed.
- 12.3 If the customer fails to discharge his obligations as referred to in the previous paragraphs and the work is delayed as a result, the work shall be executed as soon as the contractor's planning schedule permits this. In addition, the customer shall be liable for all loss or damage suffered by the contractor as a result.

13. *Completion of the work*

- 13.1 The work shall be deemed to have been completed when:
 - a the customer has approved the work;
 - b the work has been used by the customer; if the customer uses only part of the work, such part shall be deemed to have been completed;
 - c the contractor gives written notice to the customer that the work has been completed and the customer does not indicate in writing within 14 days of the notice whether or not the work has been approved;
 - d the customer does not approve the work on account of minor defects or missing parts which can be repaired or supplied within 30 days and which do not prevent the use of the work.
- 13.2 If the customer does not approve the work, he shall be obliged to give written notice of this to the contractor specifying the reasons.
- 13.3 If the customer does not approve the work he shall give the contractor the opportunity to complete the work anew. The provisions of this article shall then apply once again.
- 13.4 The buyer safeguards the contractor from claims by third parties for damages to parts of the work not yet completed caused by the usage of parts of the work already completed.

14. *Liability*

- 14.1 The contractor is liable for damage, which the customer suffers and which is the direct and sole result of a failure attributable to the contractor. However, only loss or damage for which the contractor is insured or for which he should reasonably have been insured will be eligible for compensation.
- 14.2 When it is not possible for the contractor at the time of the agreement to obtain insurance or when this is not possible at reasonable conditions, as is devised in paragraph 14.1, or afterwards possible to extend the insurance at reasonable conditions, remuneration of the damage will be

GENERAL CONDITIONS OF CONTRACTING FOR QUAYQUIP - SALES CONDITIONS

- limited to the amount which the contractor has charged in the present agreement (excluding VAT).
- 14.3 The following are not eligible for compensation:
- consequential loss or damage, including for example loss or damage due to business standstills and loss of profit;
 - damage to goods which are being worked on or to goods which are in the vicinity of the place where the work is being carried out;
 - damage caused by the intent or deliberate recklessness of auxiliaries.
- 14.4 The contractor is not liable for damages to or on behalf of the buyer delivered materials due to unsound or incorrect work. The contractor shall, at the request of the buyer, redo the work making use of newly delivered materials at the cost of the buyer.
- 14.5 The customer indemnifies the contractor against all claims of third parties on account of product liability due to a defect in a product, which has been supplied by the customer to a third party and consisted wholly or partly in products and/or materials supplied by the contractor.
- 15 Warranty**
- 15.1 The contractor warrants the proper execution of the agreed performance for a period of six months after delivery or completion.
- 15.2 If the agreed performance consists of the carrying out of contracted work, the contractor warrants the soundness of the delivered construction and the materials used in the construction for the period referred to in paragraph 15.1, provided that he was free to choose such materials. If it transpires that the delivered construction or the materials used are unsound, the contractor shall repair or replace them. The parts, which the contractor is to repair or replace must be sent to him free of charge. The dismantling and assembly of these parts and any travelling and accommodation expenses incurred shall be borne by the customer.
- 15.3 If the agreed performance consists of the processing by the contractor of materials supplied by the customer, the contractor warrants the soundness of the processing for the period referred to in paragraph 15.1. If it transpires that processing has not been carried out in a sound manner, the contractor shall choose whether:
- to carry out the processing anew, in which case the customer must supply new material at his own expense;
 - to repair the defect, in which case the customer must return the material free of charge to the contractor;
 - to provide the customer with a credit note for a proportionate part of the invoiced amount.
- 15.4 If the agreed performance consists of the delivery of an item of goods, the contractor shall warrant the soundness of the delivered item during the period referred to in paragraph 15.1. If it transpires that the delivery has not been sound, the item of goods must be returned free of charge to the contractor. Thereafter the contractor shall choose whether:
- to repair the item of goods;
 - to replace the item of goods;
 - to provide the customer with a credit note for a proportionate part of the invoiced amount.
- 15.5 If the agreed performance consists in part or in whole of the installation and/or assembly of a delivered item of goods, the contractor warrants the soundness of the installation and/or assembly for the period referred to in paragraph 15.1. If it transpires that the installation and/or assembly has not been carried out in a sound manner, the contractor shall repair it. Any travelling and accommodation expenses shall be borne by the customer.
- 15.6 The factory warranty shall apply to parts in respect of which this has been expressly agreed in writing by the customer and the contractor. If the customer has had the opportunity to take cognizance of the content of the factory warranty, this shall take the place of the warranty under this article.
- 15.7 The customer must in all cases offer the contractor the opportunity to repair the defect or to carry out the processing anew.
- 15.8 The customer may invoke the warranty only after he has complied with all his obligations to the contractor.
- 15.9.a No warranty is given for defects that are a result of:
- normal wear and tear;
 - injurious use;
 - non-maintenance or defective maintenance;
 - installation, assembly, modification or repair by the customer or by third parties.
- 15.9.b No warranty is given for delivered items of goods that were not new at the moment of delivery.
- 15.9.c No warranty will be given with regards to the inspection and/or repairing of materials belonging to the buyer.
- 16 Claims**
- The customer may no longer invoke an instance of non-performance if he does not lodge a written claim with the contractor within 14 days of the date on which he discovers the defect or could reasonably be expected to discover it.
- 17 Uncollected goods**
- If goods have not been collected by the time the delivery period and / or implementation period expires, they shall continue to be held available for the customer. Uncollected goods shall be stored at the expense and risk of the customer. The contractor may always exercise the power referred to in article 6:90 Civil Code.
- 18 Payment**
- 18.1 Payment shall be made at the place of business of the contractor or by remittance to an account designated by the contractor.
- 18.2 Unless agreed otherwise, payment shall be made as follows:
- Cash in the case of an over-the-counter sale;
 - If payment in instalments has been agreed:
 - 40% of the total price at the time the order is placed;
 - 50% of the total price after the material is supplied or after the commencement of the workings;
 - 10% of the total price upon completion;
 - In all other cases: within 30 days of the date of the invoice.
- 18.3 Regardless of the agreed terms of payment, the customer shall be obliged, at the request of the contractor, to provide such security for the payment as the contractor deems sufficient for the payment. If the customer fails to do so within the specified period, he shall be deemed to be immediately in default. The contractor shall in that case have the right to terminate the agreement and recover his loss or damage from the customer.
- 18.4 The right for the customer to claim debt ranking on behalf of the contractor is excluded, except when the contractor is in a state of bankruptcy or when the contractor is under judiciary debt-adjusting.
- 18.5 The full claim for payment shall be immediately due and exigible if:
- a payment period has been exceeded;
 - the customer has been declared bankrupt or has applied for a suspension of payments;
 - the property or accounts receivable of the customer are seized;
 - the customer (being a legal entity) is wound up or liquidated;
 - the customer (being a natural person) is made the subject of a guardianship order or dies.
- 18.6 If payment has not been made within the agreed period for payment, the customer shall immediately owe interest to the contractor. The interest shall be 10% per year or the statutory rate of interest, whichever is the higher. For the purpose of calculating the interest, part of a month shall be treated as a full month.
- 18.7 If payment has not been made within the agreed period for payment, the customer shall owe the contractor all extrajudicial costs of recovery, subject to a minimum of EUR 150. The costs shall be calculated on the basis of the following table:
- on the first EUR 3,000 15%
 - on any additional amount up to EUR 6,000 10%
 - on any additional amount up to EUR 15,000 8%
 - on any additional amount up to EUR 60,000 5%
 - on any additional amount over EUR 60,000 3%
- If the extrajudicial costs actually incurred are higher than those in the above-mentioned table, the costs actually incurred shall be owed.
- 18.8 If the contractor is held to be in the right in legal proceedings, all costs which have been incurred in connection with the proceedings shall be borne by the customer.
- 19 Reservation of title and right of lien**
- 19.1 After delivery of the goods the contractor shall retain title to them as long as the customer:
- fails or will fail to perform his obligations under this agreement or other similar agreements;
 - fails or will fail to pay for activities performed or yet to be performed under such agreements;
 - has not paid claims that result from the non-observance of the above-mentioned agreements such as damage, penalties, interest and costs.
- 19.2 As long as title to delivered goods is retained by the contractor, the customer may not encumber them other than in the normal course of his business.
- 19.3 After the contractor has invoked his reservation of title, he may retake possession of the delivered goods. The customer shall allow the contractor to enter the place where the goods are situated.
- 19.4 If the contractor is unable to invoke his reservation of title because the delivered goods have been mingled, distorted or changed by way of accession (accessio), the customer shall be obliged to grant the contractor a lien on the newly created goods.
- Conditions below are also applicable if non-violating with the above conditions.
- Following conditions are based on the General conditions of Contracting for European Foundries
- 20 General Remarks**
- 20.1 These general conditions of contracting were established according to the current customs in the member countries of the COMMITTEE OF ASSOCIATIONS OF EUROPEAN FOUNDRIES¹. Each member country therefore recognizes their legal value, which is attributed by its own legislation to professional customs.² They apply to the client whatever its own nationality. They define the rights and obligations of the foundry or sub contracting of foundries hereafter named 'foundry' and the client for supply contracts for foundry products in ferrous and non ferrous metals, associated materials as well as settlements/benefits and services which the foundry could be led to give/supply to the client. They therefore constitute the legal basis of these contracts for all provisions, which do not come under particular written conventions.
- 20.2 They block all contrary clauses made in any way by the client, if the foundry has not accepted them in writing.
- 20.3 Where a client or group of clients decide to establish firmer relations in an industrial partnership agreement with their sub-contracting foundries, the current general conditions for contracting shall serve as a basis, in concurrence with the general conditions of purchase of the clients, for the establishment of the text of general exchange conditions which will put the agreement between the two parties in a concrete form.
- 21 Industrial property and confidentiality**
- 21.1 The foundry belongs to the industrial subcontracting field. When the client enlists the foundry's services, he only decides to enlist the services of a foundry specialist and because he considers that the foundry has equipment and abilities suited to its needs. Unless otherwise agreed, the foundry does not design the pieces that it makes. The contract can however specify that the foundry will carry out all or part of the casting design on the condition that the client, who keeps the control of his product, keeps liability of the design according to the industrial result he is looking for. As a consequence, each proposal of the foundry, which is agreed by the client, and which is aimed at an improvement of the technical specifications or a modification of the drawing of the part and laid down, notably, by economic requirements or requirements which are specific to the manufacturing process in foundry, never bring about a transfer of responsibility. This applies, notably, in the case of industrial partnership or any relationship, which includes a stage of development. In this case, the contract specifies the field of intervention of each party.
- 21.2 The delivery of parts does not transfer to the client any rights of ownership belonging to the foundry on its manufacturing studies, software, any research and patents. As a consequence the client promises to keep the confidentiality of all kind of information, written or not, such as industrial drawings, outlines, technical instructions, that the foundry will bring to his knowledge.

¹ Germany, Austria, Belgium, Spain, Finland, France, Great Britain, Italy, Norway, Netherlands, Portugal, Sweden and Switzerland

² These General Conditions are registered to the professional custom service of the Trade Court of PARIS

The same applies to studies proposed by the foundry to improve quality or cost price of parts by a modification of the original technical specification. If the client accepts this, he must agree with the foundry conditions of use within the framework of the order.

Just as the price of manufacturing tools designed by the foundry, whether or not they are made by the foundry, does not include intellectual property rights of the foundry on these tools, that is the contribution of the foundry's expertise or patents for their study and development. The same applies for possible adaptations that the foundry makes on tools provided by the client to ensure that the parts are well made.

- 21.3 In no instance may the client use foundry studies for his own purposes, nor divulge them without first having expressly obtained ownership of them.
- 21.4 The client guarantees the foundry against all consequences of actions which may/could be taken against him because of the carrying out of the order for parts covered by industrial ownership rights or intellectual property rights such as patents, trademarks or registered designs, or by any private right/law.
- 21.5 In the specific case where the foundry is the sole designer and manufacturer of the parts for the client, the client shall draw up a special contract, which is outside the scope of these general conditions.
- 21.6 Art foundries are reminded of their commitments which also adhere to the conditions of contracting. If the case arises, the current general conditions will be interpreted in the light of the rules peculiar to this matter.

22 *Patterns and Tools*

22.1 When they are provided by the client, all manufacturing patterns and tools (patterns, core boxes, templates, strickles/formers, machining equipment or inspection equipment, etc.) must clearly bear obligatory marking, assembly references or usage references and must be supplied free of charge to the site specified by the foundry. The client is responsible for making sure that the tools match the drawings and specifications perfectly. However, and also if the client requests it, the foundry may check this and may reserve the right to invoice the cost of the operation. If the foundry deems it to be necessary to modify parts in order for them to be better produced, the costs will be charged to the client, written notice having been given beforehand. Generally, without previous written agreement from the client, the foundry cannot guarantee the life of these tools. Moreover, in the case where they are provided by the client with drawings and specifications which do not allow a thorough check of complete agreement between the different elements, the shapes/forms, dimensions and thickness' of the parts finally obtained shall thus be determined wholly or in part by these tools. The responsibility for the end result of the information/tools given, will therefore exclusively be that of the client, to whom the foundry shall send written notice beforehand. In all cases, if the tools received by the foundry do not conform to the use for which they were reasonably intended, the foundry may require the initially agreed price to be revised. An agreement with the client must be obtained before any parts are made.

22.2 When the foundry is required by the client to make patterns or tools, the foundry shall make them in agreement with the client, according to the requirements of the foundry's own production techniques. The cost of making the tools or patterns, as well as the cost of replacing or maintaining them after use, shall be paid independently of the parts supplied.

The foundry may not be held responsible for costs of replacing tools designed to be only used once, in the case of a part being discarded due to the normal manufacturing risks/hazards.

Unless written agreement is obtained beforehand with the foundry concerning an increase of price to cover this risk, the client is held responsible to either provide a new tool or to commission one from the foundry.

22.3 The tools and the appropriate drawings belong to the foundry when the contract specifies that the client will only pay a contribution towards the tooling cost. The special invoice also specifies this point.

In the opposite case, the tools belong to the client and remain stored at the foundry after the order has been completed. They shall be returned to the client at his or the foundry's request, in the normal wearing and ageing condition in which they are at the moment of their restitution.

However the client cannot come into possession of these tools without having paid all the bills owed to the foundry including those which relate to the studies, patents and know-how provided for in paragraph 22.2.

They shall be retained free of charge for three years from the date of the last delivery. After this deadline, they shall be put at the client's disposal with the reserve of the retention right provided for in the previous paragraph. However, the client can agree with the foundry a storage extension in principle and associated forms.

If there is no agreement, the foundry may either proceed to destroy them after a deadline of three months which is running from a notice given to the client, or to invoice the storage, or to return the tools carriage due.

22.4 The foundry may never use the tools referred to in the above paragraphs 22.1, 22.2 and 22.3, for a third party, regardless of whether the foundry owns the tools or not, except where previous written authorization is given by the client.

22.5 It is the client's responsibility, who remains entirely responsible for prototypes and tools mentioned in the above paragraphs 22.1, 22.2 and 22.3 which he owns, to ensure himself that they do not deteriorate or are not destroyed at the foundry, renouncing all recourse against the foundry.

23 *Inserts.*

Inserts provided by the client for insertion into the part by previous incorporation in the mould before casting are from all points of view his sole responsibility and must be faultless. They must be delivered free of charge and carriage free to the foundry and in a sufficient quantity to allow for normal manufacturing hazards.

24 *Part types, Inspection and acceptance.*

For production/series orders, the client must request the manufacture of part types which are submitted to him by the foundry for acceptance at his pleasure after all necessary inspections and tests. The acceptance must be addressed to the foundry by the client by letter or by any other means of communication which results in a document.

In all cases, and even when acceptance does not follow delivery, the type and extent of inspection and required tests, standards and strictness classifications concerned, as well as all types of tolerances must be specified in the drawings and the specification, which must be provided by the client with his request for a quote and confirmed in the contract agreed between the foundry and the client.

In the case of manufacturing composite parts or parts assembled by welding in the foundry, the parties must agree on the definition of each of the composite parts and on the extent of the nature of transition areas.

The principles and types of non-destructive inspection may only be defined in relation to the design of the parts. The client must therefore always state in his request for a quote and in his order, the inspection he requires, which parts of the pieces are required to be inspected and the

strictness classifications which apply, to determine in particular the conditions under which guarantee will apply as defined in paragraph 15.

In the case of there being no specification concerning the inspection and tests to be carried out on the parts, the foundry will only carry out a simple visual and dimensional inspection.

The inspection and tests deemed necessary by the client are carried out at his request by the foundry, by himself or by a laboratory or third party organization. This must be stated in the conclusion of the contract at the latest, as well as the type and extent of the inspection and test.

In the case where acceptance is required, the extent and conditions of the acceptance must be established at the latest in the conclusion of the contract. The price of inspection and tests is generally distinct from that of the parts but may be incorporated into the parts price if so agreed by the client and the foundry.

This price takes into account the cost of special work necessary to obtain conditions required for the carrying out of the inspection at a high level, especially in the case of non-destructive testing.

Unless the contract specifies the contrary, acceptance shall be carried out at the foundry, the client's expense, at the latest in the week following the availability for acceptance notice addressed to the client by the foundry or to the organization in charge of the acceptance. In the case of a shortcoming on the part of the client or the organization in charge of inspection, the parts shall be stored by the foundry at the client's expense and risk. After a second notice from the foundry has had no effect, after two weeks from the date when it was sent, the material is deemed to be accepted and the foundry has the right to dispatch it and invoice for it.

In each case, these inspections and acceptances are carried out within the appropriate standards, according to the conditions defined by the drawings and the technical specification, as they have been agreed by the client and accepted by the foundry.