

CUSTOMER LOGISTICS AGREEMENT- ARAYMOND ENERGIES

Delivery Slip (hereinafter referred to as the "Delivery Slip" or "DS"): a detailed document accompanying the delivered Goods (as defined hereinafter) and including certain information relating to A Raymond and to the Customer as set forth in Article 3.2.

Carriage Voucher (hereinafter referred to as the "Carriage Voucher"): a shipping document established by the carrier for the Customer attesting to the collection of the Goods from A Raymond.

Standard Packaging (hereinafter referred to as "Standard Packaging"): means, for each of the Goods (as defined hereinafter), the type of packaging and the quantity of Goods contained in said packaging.

Goods: mean the articles referenced and marketed by A Raymond.

Packaging Unit (hereinafter referred to as the "Packaging Unit" or "PU"): means the type of box used to package the Goods.

Handling Unit (hereinafter referred to as the "Handling Unit" or "HU"): means a pallette containing several Packaging Units.

1 / Operating Times

These times shall be Metropolitan France times during business days (from Monday to Friday), excluding Bank Holidays or non-working days, on the basis of effective French legislation and the subsequent Articles of this Agreement.

| Correspondent | Times | |
|----------------------------|--------|---------|
| Logistics Manager | 9 h 00 | 18 h 00 |
| External Logistics Manager | 9 h 00 | 18 h 00 |
| Sales Department | 8 h 00 | 17 h 30 |
| Transport / Warehouse | 8 h 00 | 17 h 30 |

2 / Delivery Schedules

2.1 / Reception

It is hereby expressly agreed that the schedules shall be sent exclusively by fax to the following numbers:

French customers: 04.76.70.56.08 or 04.38.02.30.74

Foreign customers: 00.33.476.75.50.37

Any or all sending of schedules by any or all other means, which has not been subject to the prior agreement of A Raymond, shall not be binding upon A Raymond as regards deliveries but (i) it shall nevertheless make every effort to meet the Customer's orders and (ii) shall not incur liability for the damages and harmful consequences which may be suffered by the Customer.

It is hereby agreed that receipt of the delivery schedules shall not be on a daily basis with the exception of EDI (Electronic Data Interchanges). In the latter case, the terms and conditions of the A Raymond "Electronic Data Interchange Charter" shall apply.

2.2 / Instalments

The supply of orders in instalments shall be expressed over a three calendar-month period and shall comply with the Standard Packaging set forth in the commercial agreement with A Raymond.

In all cases, in particular as regards the reservation of the means of transport, or on the basis of the destination, the forecasted instalments shall be confirmed by the Customer and received by A Raymond at least two calendar weeks prior to the Shipping Date (as defined hereinafter) of the Goods according to the terms and conditions of Article 2.1 and Article 3.5. Nevertheless, should A Raymond believe it to be possible, this lead-time may be reduced and shall be subject to the prior and written agreement of the Sales Department.

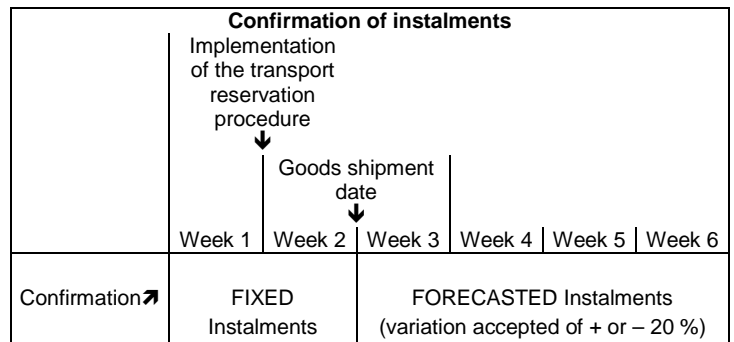
In any event, in the absence of confirmation by the Customer, it is expressly agreed that A Raymond does not have any obligation to remind or to warn the Customer; therefore A Raymond will not assume any responsibility in this respect.

In the absence of any or all changes duly received by A Raymond, the first four weeks of the forecasted instalments hereunder shall be deemed by A Raymond as representing commitments, which is acknowledged and accepted by the Customer. However, in order to ensure flexibility, a variation of (+) or (-) 20% compared with said forecasted orders should be accepted by A Raymond without any or all-pecuniary consequences as regards the Customer. On the other hand, where the variation of quantities compared with the forecasted orders exceeds (+) or (-) 20%, A Raymond shall not be bound to provide the volumes exceeding the (+) or (-) 20% of tolerated variation.

Furthermore, any or all change including, in particular (i) date offsetting, (ii) cancellations, (iii) additional one-off orders compared with said instalments, shall be subject to the prior and written agreement of the Sales Department. Nevertheless, the Discharging of the Customer's orders shall follow the procedure set forth in Article 2.3.

As regards parts requiring the use of specific materials, or with procurement lead-times which are too long, such as, for example, and non-exhaustively, for metal raw materials: STAINLESS STEEL, PFLEX, CUPROUS, for plastic raw materials: solution-dyed and master batch, requirements shall be expressed within a minimum of three fixed calendar months. No changes to these requirements may be made without the prior and written agreement of the Logistics Department.

As an example, the following shall not represent a commitment:



It is hereby reiterated that A Raymond has several Dispatch Centres mentioned herein for information purposes. Under no circumstances shall the pecuniary consequences of the existence of these Centres be borne by A Raymond. In particular, this shall apply to customs, transit or carriage duties. It is hereby understood that, at the Customer's request, the breakdown of Goods ordered by Dispatch Centre may be sent to it. Similarly, A Raymond shall only take account of requests received from Customers during the times set forth hereinabove, no matter how these may be sent. It is expressly agreed that if, exceptionally, A Raymond were to nevertheless deal with a request, even on more than one occasion, received outside the times set forth hereinabove, this shall not constitute an amendment to this Agreement. The damages and harmful consequences relating to requests sent by different means of communication than those set forth herein and/or outside the times set forth herein shall be fully assumed by the Customer.

2.3 / Discharging of Customer orders

Any or all definitive discharging of the Customer's orders shall be subject (i) on the one hand, to compliance with 2 calendar months' notice sent by mail to the Sales Department, and (ii) on the other hand, to receipt of confirmation from said Sales Department.

It is understood that the Customer undertakes to take back the constituted inventory of Goods, within the limit of all the fixed and forecasted instalments. Moreover, in the event of a specific creation for the Customer, the latter undertakes to take back or assume responsibility for all the raw materials, components and semi-finished products specifically ordered for it.

2.4 / Standard Packaging

The delivered volumes shall be in multiples of the part's Standard Packaging.

It is agreed that and the Customer accepts such:

Should the ordered volumes be less than the Standard Packaging, then said volumes shall be rounded up to the closest amount of Packaging.

i.e.: Order: 900 parts → Standard Packaging = 1,000 parts → delivery: 1,000 parts.

Provided the total of several lines of the same order corresponds to Standard Packaging, said Standard Packaging shall be delivered on a single occasion on the first instalment date of said order lines.

i.e.: Order: 3 instalments for 500 parts on each date → Standard Packaging = 1,500 parts → delivery: 1,500 parts on a single occasion at the first instalment date.

The Customer shall bear sole responsibility for the damages and harmful consequences, which may arise as a result of the application of the abovementioned rules. The Customer shall therefore be personally responsible for taking any or all measures required in order to remedy the disturbance, which may arise as a result of this operation.

3 / Carriage & Delivery

3.1 / Delivery

In the event of the closure of A Raymond, of which the Customer has been informed, for a Bank Holiday or a non-working day within A Raymond, of governmental restrictions and/or those issued by the Prefecture, non-exhaustively, road, air or sea ban or restriction ... , the delivery dates may not be complied with. The Customer shall assume sole responsibility for the damages and harmful consequences, which may arise from the occurrence of any of the cases referred to hereinabove.

3.2 / Delivery Slip

Delivery Slips shall be provided by A Raymond to the carrier upon shipping. Consequently, no matter which Incoterms are used, the Customer shall ensure that the Delivery Slips are handed over by the carrier. Failing such handing over, the Customer may refer to the summary label (hereinafter referred to as the "summary label") affixed to the Handling Unit detailing (i) the palette's content by Customer reference and (ii) the corresponding DS number. Moreover, on receiving a telephone request from the Customer, A Raymond may nevertheless fax it a copy of the Delivery Slip.

The Delivery Slip currently contains:

A Raymond Data: Shipping point - Shipping Date (departure date) - Scheduled delivery date - Reference number - Product description - Number of parcels - Type of Handling Unit- Number of Packaging Units and number of Handling Units - Total number of parcels per article - Code number of the Harmonised System (if for export) - Type of means of transport - Name of carrier - Forwarding (number of business days) - Total number of Handling Units - Total number of Packaging Units - Gross & net weight of the Packaging Units and the Handling Units.

Customer Data: Address of delivered Customer - Unloading point - Address of Ordering Customer - Supplier number - Incoterms - Customer reference - Order number - Quantity delivered in sales units - Quantity delivered in Handling Units- Information AQP or S/R

It is hereby specified that any or all Customer request which departs from the abovementioned provisions shall be subject to an express request, sent beforehand in writing, by Registered Letter with Acknowledgement of Receipt to the Sales Department.

The following shall be affixed to each Handling Unit: 1 standard Odette Galia version ET11 label and 1 summary label.

3.3 / Bill of Lading

According to the Inco terms used, A Raymond may provide the information usually appearing on the Bill of Lading. In all cases, it is hereby reiterated that the carrier shall be responsible for providing the Customer with the Bill of Lading.

3.4 / Non-conformity

It is hereby reiterated that, in the event of non-conformity of the delivery, with the exception of lead-times, the DS signed by the Customer shall include all the usual reservations. For any or all claim for non-conformity, it is expressly agreed that only A Raymond's Quality Department shall be authorised to handle such claims. Consequently, the Customer shall inform the Quality Department by telephone with confirmation sent by fax. It is hereby further reiterated that no return of Goods shall be accepted without the PRA (Prior Return Agreement) document issued by the Quality Department. Failure to comply with this procedure shall lead to refusal and the return of the Goods at the Customer's expense.

It is also hereby reiterated that the costs related to a logistics claim duly noted by the Customer shall be subject, on the one hand, to notice by mail sent to the Sales Department, and, on the other hand, to the written agreement of A Raymond, which shall be deemed as acceptance of any or all expenses in respect of this claim.

3.5 / Forwarding lead-times

It shall be the Customer's responsibility to request, from the Transport Department, according to the Inco terms used, and subject to the terms and conditions set forth in Article 3.1, the estimated data for the means of

forwarding supplied by the carrier. Consequently, the Customer shall be aware of the Shipping Date of its Goods.

In all cases, A Raymond's liability as regards the estimated data for the means of forwarding supplied by the carrier shall be limited to the general terms of sale of the *Fédération des Entreprises de Transport et Logistique de France* (TLF) which entered into force on 1 October 2001.

4 / Packaging & Palletising

4.1 / Identification

By standard label, according to the Odette Galia version ET11 recommendation, becoming effective on the date of acceptance of this agreement.

4.2 / Packaging

4.2.1 / Packaging Units → American slotted box-type cartons

| Name | Dimensions (cm) | Weight (kg) | No. of PU per palette | | | |
|------|-----------------|-------------|-----------------------|------|-------------------|------|
| | | | Standard Galia SH | | Standard Galia LH | |
| | | | SPSH | LPSH | SPLH | LPLH |
| A10 | 60 x 40 x 25 | 0.500 | 4 | 10 | 4 | 20 |
| A11 | 60 x 40 x 20 | 1.280 | 6 | 15 | 6 | 25 |
| A13 | 40 x 30 x 20 | 0.690 | 12 | 30 | 12 | 50 |
| A15 | 30 x 20 x 20 | 0.340 | 24 | 60 | 24 | 100 |
| A16 | 30 x 20 x 14 | 0.270 | 32 | 80 | 32 | 100 |
| B12 | 40 x 30 x 30 | 0.820 | 8 | 20 | 8 | 30 |
| B14 | 40 x 30 x 15 | 0.630 | 16 | 40 | 16 | 60 |
| L10 | 60 x 40 X 25 | 1.410 | 4 | 10 | 4 | 20 |
| MN6 | 120x100x75 | 24,635 | | | | 1 |
| MN7 | 100x60x70 | 3,365 | | | | 2 |
| MN9 | 100x60x30 | 2,050 | | 2 | | 4 |

SPSH Small Palette Small Height
LPSH Large Palette Small Height
SPLH Small Palette Large Height
LPLH Large Palette Large Height

4.2.2 / Handling Units

| Type of palette | Dimensions (mm) | Weight (kg) |
|-----------------|-----------------|-------------|
| Small palette | 600 x 800 | 8 |
| Large palette | 1000 x 1200 | 15 |

5 / Back-up Inventory of Goods

Should the Customer require the constitution of a Back-up Inventory of Goods, it shall, firstly, (i) inform A Raymond's Logistics Department beforehand by Registered Letter with Acknowledgment of Receipt and, secondly, (ii) receive and sign a rider, appended to the original Commercial Contract. It is understood that this rider shall include all the terms and conditions, in particular, those relating to any or all supplementary logistics and financial arrangements.

6 / Stock-Outs

Should the Customer not wish to constitute a Back-up Inventory of Goods in the abovementioned conditions, and in particular, bearing in mind the fluctuations of the automobile market, it shall then be recommended that the Customer maintain a sufficient Inventory of Goods. Consequently, in the event of a stock-out, the Customer shall be solely responsible for all the damages and harmful consequences, which could arise there from.

7 / Degraded mode of shipments in the event of IT breakdown

In the event of a full breakdown affecting our IT system, and according to the estimated duration prior to the resumption of service of said system, A Raymond shall use the external back-ups for Customer orders and the Goods inventory statements H-1 and shall trigger delivery processing in manual mode.

As this processing method does not allow for the management of the usual identification and administrative documents, only priority orders shall be handled and shipped once our Sales Department has informed our Customers and has negotiated the minimum quantities to be handled by our Departments.

8 / Rating

It is expressly agreed, and the Customer accepts such, that the only criteria to be taken into account for the assessment of the service standard of A Raymond are: "Delivery Performance Levels", in accordance with the terms and conditions set forth herein, limited to compliance with the delivery dates and volumes – "Conformity of packaging" as defined in Articles 2.4 and 4 - "Conformity of Identification" as defined in Article 4.1 – "Conformity of shipping documents" (excluding commercial documents) as defined in Articles 3.2 and 3.3. Any or all other criterion shall not be taken into account by the Customer in order to assess A Raymond's logistics services.

9 / Highest Force

The occurrence of an event of highest force shall lead to the suspension of A Raymond's obligations vis-à-vis the Customer. Nevertheless, A Raymond shall make every effort to inform the Customer, as soon as is reasonably possible, following the occurrence of this event. A Raymond shall endeavour to remedy the situation, which has thus arisen, as soon as is reasonably possible. It is expressly agreed that the Parties shall meet in order to agree as to the postponement of A Raymond's obligations, which are affected by the event of highest force, and to the rescheduling of the instalment schedule.

Should this event continue for a period of longer than ten calendar days, and in the absence of an agreement 15 days following notice of the occurrence of the event of highest force, both Party may terminate the Agreement without notice, and the terms and conditions set forth in Article 2.3, paragraph 2, shall nevertheless apply.

Pursuant to this Agreement, it is expressly agreed that events of highest force shall be, in particular:

The occurrence of incidents, as upheld by effective legislation or by case law, but also strikes or other blocking labour unrest, paralyzing bad weather, blocking road accidents or incidents, fires, or generally, the fact, in spite of all due care taken, of not being able to make the delivery in accordance with the instalment dates as a result of a ban on, or non-receipt, of carriage authorizations by the relevant authorities for the various Centres concerned by the issuance [of such authorizations].

10 / Disputes – Governing Law

French law shall govern this Agreement and its consequences.

Any or all disputes which may arise here from, or in respect hereof, shall be subject to out-of-court negotiations transcribed in writing. Failing agreement within three calendar weeks as from the first negotiation meeting, the first Party to take action may refer the case to mediation by instructing a neutral mediator. Should no agreement have been reached within 30 calendar days as from the date when one of the Parties elected to refer the case to a mediator, then the first Party to take action may refer it to the Grenoble Courts having jurisdiction.

11 / Contractual Documents

It is hereby agreed that the contractual documents are: this Agreement – the identity card – the data sheet.

IDENTITY CARD*

The Customer (hereinafter referred to as the “Customer”)

Corporate name: _____

Customer and in-house code: _____

Site(s) delivered to: _____

A Raymond

Logistic department (sales - Warehouses – Shipments) in accordance with the subsequent Articles of this Agreement

Zone Technisud
Rue Hilaire de Chardonnet
38100 GRENOBLE
FRANCE

ARaymond Contacts

| Position | Surname & first name | Telephone / Fax | @-mail |
|----------------------------|---|--|--|
| Standard | | ☎ 00 33 4 76 33 49 49 | |
| Sales Department | Richard Pétri Jean-Baptiste Chevrier | ☎ 00 33 4 56 52 62 68 ☎ 00 33 4 76 23 62 74 | sales@araymond-energies.com |
| External Logistics Manager | Pierre Deschamps | ☎ 00 33 4 56 52 61 23 | pierre.deschamps@araymond.com |
| In-House Logistics Manager | Samir Bouali | ☎ 00 33 4 56 52 61 26 | samir.bouali@araymond.com |
| General Manager | Emmanuel Turlot | ☎ 00 33 4 56 52 62 54 | emmanuel.turlot@araymond.com |

* In accordance with the customer logistics agreement ARaymond Energies V2 151218_EN