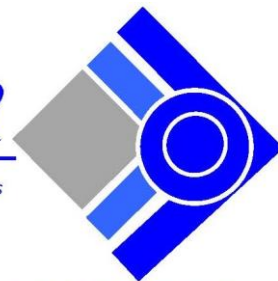


COMMISSIONNING COMMITMENT CHARTER

L.LAIR
E T A B L I S S E M E N T S



INDUSTRIAL GAS BURNERS
INDUSTRIAL HEATING SYSTEMS MANUFACTURER

www.lair.com.fr

○ **Target results :**

- The optimum performance of each gas burner object of our intervention.
- Maximum operational reliability of equipment subject of our intervention.
- The maximum safety on installations subject of our intervention.

○ **Work period :**

- Planning to be defined later by L. LAIR & customer.
- Intervention in a non-production schedule established and validated by both parties.
- Interventions to achieve clocked by equipment without messy interventions or separated.

○ **Proceedings :**

- Performance realized in daytime schedule (unless otherwise specified in the quotation issued by L.LAIR Sarl), stationary installations for general work of checks and inspections.
- Installations in operation for measures combustion settings and controls.
- These operations will be conducted by the customer
- In the final work, a test will be conducted and validated by the client.

○ **Special conditions :**

- Timesheet : *Not yet defined*

○ **Supplier and subcontracting :**

We confirm that our staff provided for the possible execution of this work, employees regularly employed by our company (Article R. 324-4 3 ° of the French Labour Code) is qualified, trained and authorized to any intervention on our standard products (available at the end of quotation or at <http://www.lair.com.fr/page/cgv.php>).

* *Subcontractor not yet defined.*

○ **Health and safety :**

If necessary, a procedure is transmitted after receipt of the order according to our Order Acknowledgement receipt to establish a prevention plan with the client.

○ **Intervention report**

After each intervention, L. LAIR through its intervening employee, establishes a technical test report / work order in two copies, signed by the client or the person authorized by the customer. Each party retains a copy. It may be followed by a quote indicating the need for some additional work.

L. LAIR shall not be liable for damages that may result from a refusal or delay of a customer to perform such work.

L.LAIR offers its standard for reporting of preventive and/or corrective actions.

BRULEURS à GAZ - FABRICANT d'ÉQUIPEMENTS THERMIQUES INDUSTRIELS

Lignes et Détentes de Gaz - Sécurités Gaz et Contrôles de Flammes - Régulations - Solutions

Maintenances- Installations - Interventions - Composants pour équipements thermiques industriels

L.LAIR Sarl - ZA du TUBOEUF - 115 allée des ORMETEAUX - 77170 - Brie Comte Robert - France

☎ : 00 33 (0)1 64 05 88 59 ☎ : 00 33 (0)1 64 05 44 46 - www.lair.com.fr

o **Original parts or spare parts :**

The customer must ensure the availability and proximity of new original parts in order for any action at any time on any product running in service.

The customer must undertake to supply the necessary spare parts at its own facilities to ensure a minimum period of ten years after delivery of each installation.

L.LAIR spare parts & components division holds in permanent storage the normal wear of spare parts of its burners inside manufactured (spark plugs, ionization electrodes, UV sensors, solenoid valves, gas regulators, high voltage wiring cables & connectors, insulating high temperature and / or silicone-free , burner bodies, combustion head, etc. ...) and SIEMENS & Honeywell control equipment and safety items (unless out of stock).

We strongly recommend undertaking the spare parts stock available on the customer site prior to any intervention.

o **Manpower :**

The procedures are performed by qualified, trained & authorized technicians by L. LAIR Sarl. They are trained on ranges, components, materials and equipment on which they work. Technicians trained and certified by L. LAIR Sarl know or will be informed prior to any operation of all interventional procedures on the customer site (security, environment, etc.) as well as the organizational procedures of interventions (troubleshooting, preventive and corrective maintenance, etc ..) as well as the client's prevention plan. For information, each year, a safety training day is done internally at the registered office of L. LAIR Sarl and is or will be conducted for each subcontractor. The copy of the initialing of sheet can be emailed @ customer at his request in writing.

o **TRAINING: Please note that our company is Training Course Dispenser registered.**

Theory and practical training courses on the heating systems in our sector of activities or area of expertise, on-site training, customized training courses or training on our premises are available on request. A training agreement is available to enable you to claim potential funding. (Please contact our administrative department for any requests).

Our training team consists L. LAIR employees & partners as SIEMENS that have a wide-range of experience with working on industrial combustion equipment all over the world; to ensure that you take away new knowledge from your training event. Our instructors are well-versed with the current codes and standards to keep you safe in your facilities and compliant with your insurers.

o **Computerized maintenance management system :**

All interventions, controls, maintenance work and the reports / settings and burning reports are archived by L. LAIR Sarl for a minimum period of 5 years. The same will be short- term archiving for the customer.

L. LAIR Sarl prepares a technical report according to its standard (according to copies used and developed internally L. LAIR Sarl) on non-modifiable IT support serving as a final summary to interventions. A copy of the report (s) (s) is given in non- editable electronic format to the client at the end of work and after internal L. LAIR Sarl analysis.

o **Intervention conditions – Organisation of interventions and works:**

The intervention of duly mandated by L.LAIR staff should not be hindered by anyone or anything (see below).

The access to the facility will be facilitated as long as the following rules are being followed:

- The interventions are possible according to the schedule defined on the customer site, on Saturdays and Sundays are days of work on the client's site under certain conditions.
- Sunday's jobs require prior authorization from the French authorities; On-site working time on Saturdays and Sundays should not exceed 10 hours for the Team.
- Unless specified otherwise explicitly notified in the pricing table the offer for intervention or by the applicable rate and force, schedule the action on Saturday and / or Sunday is neither expected nor budgeted.

Access to customer's website is regulated or can be. The site access procedure is mandatory and will be respected by the staff or involved L. LAIR duly mandated according to information provided by the client:

- Development of the prevention plan on intervention,
- If necessary, passage of specific training inductions in client security service allowing access to the site,
- Drafting of requests for intervention, fire permits, work permits, etc ..
- Writing applications for recording and connection / disconnection of energy.

If requested intervention by the client, a representative of the customer must accompany the intervening technician duly authorized and designated by Ets Sarl L.LAIR on the equipment concerned. (See conditions of intervention below).

o **Safety :**

The L. LAIR staff is empowered following standard UTE C18-510 and is provided with safety equipment (PPE) needed to carry out its mission safely:

- Head gear,
- Safety shoes,
- Appropriate work clothing with long sleeves,
- Insulated gloves / leather gloves if required,
- Safety glasses,
- Specific anti-static for Automobile Combination building and / or painting
- Hear plugs,
- The appropriate tools to the success of the intervention.


The technician – team manager designated for the operation (s) will have, in addition:


- The safety prevention plan,
- A copy of the list of team members,
- The procedures relating to the intervention.


* Permits, certificates, authorizations of each technician and other necessary documents (business card, insurance, etc ..) are available at the registered office of L.LAIR or may be issued with @ to customer demand.

o **General reminder :**

✓ *Regarding our duty of council and prevention:*

 Please remember that any work on a device, some or all of heating equipment, or a gas flame or control security installation must be performed by trained and experienced technician , aware of the techniques and regulations on control , handling and safety. Failure to comply with certain rules may damage the installed products and / or cause uncertain workings may cause permanent **DANGER** for goods and people.

 Please remember that in case of non- compliance with the legislation in effect regardless of our performance , or without compliance with the Customer's obligations to maintain normal and proper working order the equipment and / or facilities , we cannot engage our responsibility if a disaster or declared for any damage or incident occurred as a result of the malfunctioning of thermal equipment objects of this correspondence.

 *According to Atex Directive & with regard to our counseling and prevention duty, we urge customers to install efficient systems combustible gas detection and related safety equipment on the object of our interventions or on existing facilities on the site (s) (s) customer .*

○ **Our work requires for the proper execution of on-site operations :**

Electrical energy with 230Vac / 50Hz network access and 6b compressed air access to the industrial network of the site. An access point must be as close to the installation object of the intervention.

Unless stated otherwise explicitly notified in the pricing table the offer for intervention or by the applicable rate and in force , the provision as a whole (+ travel and work trips) is to be performed on weekdays from Monday to Friday normal working hours between 7:00 am to 7:00 p.m. , except holidays. Possibility of delivering the WEEKEND, day out in Annex consultation on holidays.

For commissioning, it is ESSENTIAL that systems are started up under normal operating conditions; for this reason, staff with the necessary expertise to ensure the overall operation of the systems to be serviced MUST be present to ensure that commissioning, setting and testing operations run smoothly. In the event of an incident or if it is not possible to carry out the scheduled start-up, for a reason not linked to our service or supply, an additional charge shall be applied in respect of the initial order. Any last-minute cancellation due to the client's decision or operation postponed by the client shall incur the full charge if the service is cancelled less than 4 calendar days prior to the initially scheduled date.

We reserve all rights in respect of the mechanical and electrical condition of installed components outside our supply (main electrical control cabinet, control system, probes, fans, dampers, contacts, etc.). In the event of the need to replace or repair some components arising during the service, we shall request your prior approval and the parts and works shall be charged in addition to our initial quotation. Our qualified staff have extensive expertise in the area of heating systems and are capable of remedying any issues or anomalies observed during servicing and commissioning procedures.

Please note that, for obvious SAFETY reasons, the on-site presence of staff appointed or authorized by the client, is MANDATORY throughout the on-site servicing operations. Should it not be possible to obtain this presence necessary to ensure material and personal safety during the operation, we cannot be held liable for any incident or damage liable to be caused by this absence and we reserve the right to cancel the procedure on-site immediately and have it rescheduled if the client fails to comply with this clause. The costs incurred by the failure to comply with this basic safety regulation shall be borne by the client, in addition to our initial proposal.

We certify that our staff assigned to perform this work, employed by our company in accordance with regulations, are qualified and trained for all servicing operations on the products in our standard. Unless clearly and explicitly stipulated otherwise in a proposal, all services (procedures + travel) shall take place on weekdays from Monday to Friday during normal working hours from 7 am to 7 pm, excluding public holidays. (Weekend, night-time or public holiday services available, please contact us separately unless explicitly stipulated otherwise in the proposal).

Unless explicitly stipulated otherwise in a proposal, by convention, the prices given are net, exclusive of tax, indivisible, firm and not negotiable (see specifications in our proposal).

Technical services and sales proposals are based on our general terms of sale, on the basis of the information in our possession and subject to any subsequent modifications required for the project requested or amended by the client or incorrect information provided to us by the client, for which the client shall be liable.

Warranty: see our general terms of sales appended and available at : <http://www.lair.com.fr/page/cgv.php>

Intellectual property: all designs, preliminary designs, drawings, data sheets, technical reports and all documents accompanying these services are protected by French legislation & agreements in respect of industrial property, copyright and unfair competition applicable to these services and documents.

Any reproduction or copying of this document in part or in whole regardless of the medium is prohibited without the written and initially approval by Ets L. LAIR Sarl ; this document and all the accompanying items are protected by EEC & French legislation and agreements in respect of industrial property, copyright and unfair competition.

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SERVICE TERMS - REQUIREMENTS

1. Service confirmation(s):

To be processed, all service requests, even those covered by warranty for a complete system supplied by us, should be confirmed by sending an order by post in due form for acceptance prior to the selected date and/or time. Under warranty, the client's order shall be costed at €1 and recorded as such by our administrative departments until the technician returns and the service form countersigned by the client or, failing this, by the client's authorized representative on-site, can be examined (see § 3). In the event of an estimated procedure lasting for more than 2 days, including travel, €1500 shall be required as a down payment for the order with immediate payment of our pro-forma invoice on receipt.

Any last-minute cancellation due to the client's decision or operation postponed by the client shall incur the full charge following fixed price ordered or €1500 extra charge upon any real dispenses still engaged according to the on-site operation order, if the service is cancelled less than 4 calendar days prior to the initially scheduled date.

2. Service terms:

For obvious reasons in respect of safety, insurance cover and smooth running of the procedure, the client undertakes to provide us for the duration of the procedure with a member of staff with the necessary expertise to ensure the overall operation of the systems to be serviced and/or a translator as required for services outside mainland France.

3. Validity terms:

The client or, failing this, the client's authorized representative on-site, undertakes to countersign an authentic service form drawn up by our technician on-site at the end of the procedure. This form referenced on the basis of our project code shall include the type of service, the equipment undergoing servicing, the location of the equipment on the site, the name and number of technicians present on-site, the departure time from Ets L.LAIR, the arrival time on-site, the time spent on-site to complete the procedure (*for any work not covered by a flat rate*), the type of work carried out, the departure time from the site and any reports deemed to be important by our technician(s).

4. Terms of implementation:

To avoid wasting any time on-site, or extra travel due to a lack of preparation and thus unforeseeable extra charges prior to the service, at the time of final confirmation of the service date, the client shall undertake to ensure that the following items are dealt with:

- **Access:**
All measures should be taken to enable access to the equipment to be serviced under normal safety conditions (removal of debris - dust, thermal insulation of any hot spots, mechanical protections, etc.), convenient, conventional and normal access (fixed work platform, ladders, doors, safety loops, etc.).
- **Fuel:**
Sufficient quantity of fuel supplied at the correct pressure, to the manual shut-off valve in the gas fittings covered by our supply.
- **Connections :**
Other than the connections made on-site if the equipment is installed by us, all other connections not included in our service should be blanked and/or sealed. (Electricity, air/gas fittings, electrical boxes and cabinets, control systems, probes, etc.). Power supplies and correct utility (air, gas and electric) power protection at terminals.
- **Process:**
Connections and satisfactory operation of all fans not included in our service (direction of rotation, currents, flow rate, pressure, etc.). Satisfactory operation of setting devices such as flaps, dampers, sliding valves, splitters and all intrinsic control devices in these components. Clean filtration, in accordance with the modes and temperatures required by the process. Mains – balanced air flow & distribution network.
- **In general:**
The equipment and/or machine on which the equipment, covered by our service, is installed or is incorporated, should be ready, in accordance with EC and local regulations, the applicable machine specifications and directives and entirely at our disposal throughout our service.

Only under these very specific conditions, L. LAIR can clearly and categorically guarantee the service quality that you expect from our company.