

General Conditions of Purchase Schaeffler France SAS

I. General

In case of a purchase of goods or services being undertaken by us any legal relationship between the Supplier and us is subject to the following terms and conditions. Conditions stipulated by the Supplier as well as any deviating agreements will be applicable only if accepted by us in written form. Neither the fact that we do not expressly object to an agreement nor any acceptance of or payment for goods or services by us shall be construed as an acknowledgement.

II. Contract Formation and Amendment

1. Any individual contracts concerning the supply of goods or services as well as any amendments, additional agreements, notices as to the ending of such as well as any other declarations or notices must be in text form unless otherwise set out in these General Conditions of Purchase. If the Supplier does not accept an order within two weeks of the receipt of such, we may revoke such order at any time.

2. In case of any delivery of goods, the applicable quality assurance agreement, logistics agreement as well as the shipping and transport instructions of the Schaeffler Group in their respective applicable version shall form an integral part of these General Conditions of Purchase. These documents can be accessed at www.schaeffler.fr (subcategory "Supplier") and have been made available to the Supplier before the conclusion of the first order / the first contract.

III. Scope of Provision of Goods and Services / Changes to Scope / Spare Parts / Subcontractors

1. The Supplier shall ensure that all significant data and circumstances in terms of its performance of its contractual obligations as well as the intended use of its deliveries and services are known to the Supplier in good time. Offers shall be at no expense to us. The Supplier shall ensure before providing any offer that it has exactly examined the factual and legal situation at the contractual place of delivery of goods, performance of services, fulfilment or use of the goods and services and is certain of the situation as a result of inspecting the documentation for the carrying out of the performance and compliance with technical and other regulations (hereinafter referred to as the "Local Situation"). The Supplier shall check all documents provided for matters including the Local Situation, correctness, feasibility as well as any performance of preliminary work by third parties. The Supplier shall notify us in writing without unreasonable delay of any concerns with details of the reasons and the Supplier shall bring about an agreement with us as to the performance of the order/the contract.

2. We are entitled to request from the Supplier modifications in the design and realization of the goods or performance of the services ordered, so long as Supplier can be reasonably expected to meet such requests. The Supplier shall implement such modifications within a reasonable period of time. Agreements with balanced terms shall be concluded concerning the consequences of such modifications, in particular with regard to delivery dates and prices (increases or decreases). We will determine such consequences within our discretion if an agreement cannot be reached within a reasonable period of time.

3. The Supplier shall ensure that it will continue to be able, for a period of 15 years following the last delivery of the goods subject to the order/contract and on reasonable terms and conditions, to deliver to us the supplied articles or parts thereof as spare parts.

4. The Supplier shall be entitled to assign any of its contractual duties to subcontractors only with our prior written approval.

IV. Prices / Payment Terms

1. The agreed prices are firm and fix prices. Unless otherwise agreed, and subject to mandatory legal provisions, payment will be made within 14 days as of the invoice date with a 2 % discount or within 60 days as of the invoice date. The invoice can only be issued if the performance was done in accordance with the contract. Delivery of goods or services at an earlier date than the date agreed upon is not possible, unless we expressly agreed to it in writing. In case of a delivery at an earlier date than the date agreed upon and expressly accepted by us, the invoice issued will be paid within the payment term agreed and mentioned on the invoice. The process of acceptance or verification of the goods or services will not exceed 30 days from the receipt of the goods or the performance of the services, and will not lead to an increase of the duration or a change of the starting point of the maximum payment terms of article L. 441-6 of the Code de Commerce, except in case of dispute. Invoices shall be sent to the address notified to the Supplier. Invoices shall include the purchase order number, purchase order line, the Supplier's full bank details, EU VAT number, place of unloading, Supplier number, part number, number of pieces, price per piece, and volume per delivery. The Supplier agrees to participate to an automatic credit note / debit note procedure upon our request.

In the event of late payment, penalties for late payment are due to the Supplier from the day following the due date mentioned on the invoice. Such penalty for late payment amounts to three times the legal interest rate applicable in France. In addition, a fixed compensation of 40 euros is automatically due for recovery costs. If the recovery costs are higher than the amount of this fixed compensation, the concerned party can request an additional compensation upon justification.

2. The Parties choose to exclude the application of article 1195 of the Code civil, as they will deal with the consequences of any change of circumstances which will arise during the performance of the order / the contract.

3. Supplier shall only have the right to set-off against any claims from us or the right to use the defense of non-performance or the right of retention, if and to the extent that Supplier's claims are undisputed or its counterclaims are final and non-appealable. We shall have the right to set off any debt with any claim we have against Supplier.

Schaeffler France SAS

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General Conditions of Purchase Schaeffler France SAS

V. Delivery Dates / Governmental Permits / Export Control

1. Unless agreed otherwise, all deliveries are rendered according to DAP (Delivered At Place) (Incoterms 2010) to a location determined by us in the order/contract and shall include packaging and conservation. Our company and the consignee determined by our company shall be advised about a shipment on the day of its dispatch. Each shipment shall include a packing list in duplicate with our order number, item number and Supplier number. Agreed dates and time limits are binding. The Supplier shall inform us immediately in written form about any delay in delivery. The Supplier must also indicate the reasons for such delay and its expected duration. If the reason for the delay is beyond the Supplier's control, the Supplier may invoke such reason only if the Supplier has met its obligation to notify us in due time.

2. The Supplier shall notify us of any governmental permits or notification requirements that may be required for the import and the use of the delivered items.

3. The Supplier shall, insofar as such is applicable, comply with all export control laws and regulations of the EU, the US or other export control requirements. The Supplier shall obtain all necessary permits before the transfer of technical information or objects to us and shall notify us, on an unsolicited basis, of the respective export control classification numbers for such technical information and goods (e.g. US law: ECCN) and of any restrictions for the transfer of such. The Supplier hereby undertakes to make available to us all information necessary for compliance with such provisions in each case. We shall be entitled to terminate any contract with immediate effect in relation to the Supplier insofar as any changes in applicable national or international export control laws or regulations or our internal rules based on such render impossible, or appear to make impossible, any acceptance of the Contractual Services or the fulfilment of obligations under the contract for the foreseeable future.

VI. Acceptance of Work Performed

1. Any acceptance of work shall take place after completion of such by way of our counter-signature on the relevant acceptance certificate. In relation to any performance which cannot be subsequently checked or examined due to subsequent works, the Supplier shall give us in good time written notice requiring the examination of the works. Any tacit acceptance by way of failing to respond to a request for inspection, or by way of payment or actual use is hereby excluded.

2. Acceptance of any type required by the official authorities, in particular acceptance by recognised experts, shall be arranged by the Supplier at its own expense before the acceptance of the work insofar as such is not expressly excluded from the scope of performance. Any official certificates as to defect-free nature or any official acceptances shall be provided to us in a timely manner before the acceptance of the work.

VII. Confidentiality

1. If no Non-disclosure agreement is in force between the Supplier and us, Article VII of these General Conditions of Purchase applies between the parties.

2. The Parties (i) shall keep secret all information, including without limitation drawings, documents, know how, samples, production devices, models, media (collectively, the "Information"), (ii) may not make such Information available to third parties (including sub-Suppliers) without written consent of the other Party and (iii) may not use such Information for purposes other than as determined by the Parties. These obligations apply mutatis mutandis to copies and duplicates. This confidentiality obligation does not apply to information (i) that each Party had already obtained legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, (ii) that each Party later obtains legitimately without being obligated to keep such information confidential, (iii) that is or becomes generally known without any breach of contract by one of the parties or (iv) for the disclosure or the independent use of which each Party has received permission. The Parties may not advertise their business relationship without prior written consent of the other Party.

3. Each Party retains title and reserves all other rights (such as "copyright" i.e. "droit d'auteur") to the Information. Copies may be made only with the prior written consent of the other party. Copies that are performed as a depositary are the property of the Party to which the Information belongs and this upon their realization. Each party agrees to properly store at its own expense all documents and other objects, including copies thereof, that were made available to the other Party, to keep them in perfect condition, to obtain insurance for them and to return them or destroy them, in each case upon request of the other Party. Each Party has no right, on whatever grounds, to retain such objects. Each Party shall confirm the complete return or destruction of the relevant Information in writing.

VIII. Quality Control / Insurance

1. The Supplier shall constantly monitor the quality of its goods and services to be delivered to us. Before any delivery of goods or services, the Supplier shall ensure that the ordered/contractual goods or services are free of defects and conform to the agreed technical requirements. The Supplier shall warrant such to us in writing.

IX. Liability in Case of Defects / Reimbursement of Costs / Warranty Period / Indemnification

1. We will inspect incoming goods only with respect to externally apparent defects and externally apparent deviations (i) in identity regarding the ordered goods or services or (ii) in volumes ordered. We will give notice of such defects without undue delay. Furthermore, we will also give notice of defects as soon as such defects have been detected in the ordinary course of our business. The Supplier hereby waives the right to assert that the defects have been asserted too late.

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General Conditions of Purchase Schaeffler France SAS

2. If the ordered/contractual goods or services are defective, we will be entitled to the statutory rights (in particular guarantee for hidden defects and guarantee for defective products) and to the commercial warranty foreseen in article IX.5, unless the otherwise agreed between the Supplier and us. If industrial safety is threatened, if there is a danger of unusually high damage or for the purpose of maintaining our ability to deliver to our customers we shall be entitled, following notification of the Supplier, to remedy the defects ourselves or have them remedied by a third party. Costs incurred as a result of remedial action taken in accordance with the preceding sentence shall be borne by the Supplier.

3. If the Supplier avails itself of a third party to carry out a contractual performance, in particular if the Supplier does not produce the goods itself but purchases them from third parties, the Supplier will be held responsible for the damage caused by such third party as the damage caused by any other person employed by the Supplier in performing an obligation ("responsabilité du fait de ses préposés").

4. Except as expressly agreed otherwise by the parties in a written convention, the limitation period of the statutory rights is maximum 5 years from the day when we got aware of the facts which allowed us to exercise our right, except if the law provides for a longer limitation period.

5. The Supplier grants us a commercial warranty which is at least 36 months from delivery of the goods. This warranty consists, at our choice, in replacing or repairing the defective good free of charge. The Supplier will bear all the corresponding costs (parts, workforce, transport ...) and undertakes to perform the operation within a reasonable time. The Supplier undertakes to indemnify us for any prejudice that we or third parties may have suffered as a result of the unavailability of the supply, under the conditions set out in Article IX.7. In the case of supplementary performance (cure of defects), this period is extended by the time during which the ordered/contractual item cannot be used as stipulated in the order/contract. Supplementary performance is also subject to the periods stated above. All claims relating to defects become time barred at the earliest two months after all claims of the final customer have been satisfied, but no later than 5 years after delivery of the goods/performance of the services to us.

6. The Supplier is liable for any damage that it has caused to us or to a third party and that is attributable to it or to any of its employees, subcontractors, suppliers or service providers, in the event of non-performance, improper performance or delay in the execution of the order/contract, under the conditions provided for by the law (Articles 1231 and following of the French Civil Code). The parties specify that (i) indemnification for the loss suffered covers in particular the expenses incurred by the damage and the financial expenses resulting from those expenses or the financing of the losses incurred (replacement or repair, transportation, workforce...) and (ii) indemnification for lost profits includes commercial loss, loss of opportunity to take advantage of the order/contract and image damage. The Supplier can not prevail itself of any indemnification limit.

7. The Supplier commits to subscribe and/or to maintain with a well-known insurance company an insurance with appropriate guarantees and capital, regarding to the risks incurred and for the total duration of the said risks arising from the order/contract.

X. Intervention on our Premises

1. In relation to any performance at our premises the "Company Regulations for Contractors" shall apply and such can be accessed at www.schaeffler.fr (subcategory "Supplier") and will be made available to the Supplier before each performance. The Supplier shall comply with directions of the site security service.

2. The Supplier may not deploy persons for fulfilling its contractual obligations at our locations which are employed by us or which have been employed by us during the last 6 months without prior written approval.

XI. Goods Provided by Us

Substances, parts, containers, special packaging, tools, measuring instruments or substances or similar items (each, an "Goods Provided by Us") remain our property. In cases of modification of Goods Provided by Us, union of Goods Provided by Us or mixture of Goods Provided by Us, we will become co-owners ("co-indivisaires") of the new goods. Our co-ownership share ("quote-part") shall be equal to the proportionate value of the Goods Provided by Us compared to the overall value of the new item. The Supplier shall not have any rights of retention on whatever basis to the Goods Provided by Us.

XII. Tools

Notwithstanding any other agreement to the contrary, we shall receive full ownership or co-ownership ("indivision") of the tools to the extent we have contributed to the proven costs for tools used in the manufacture of the supplied goods in the framework of the order/the contract. We will acquire (co)ownership of the tools upon payment. The tools shall remain on loan with the Supplier. The Supplier shall require our consent to dispose (in the legal or the factual sense of the term) of the tools, to move the location of the tools or to disable the tools permanently. The Supplier shall label the tools as our property or property held in co-ownership, as applicable. The Supplier shall bear the costs for the maintenance, repair and replacement of the tools. We shall have title in the replacement tools in the same proportion as in the original tools. In cases of co-ownership of a tool we shall have a right of first refusal with respect to the co-ownership share ("quote-part") of the Supplier. The Supplier must use tools (co-)owned by us exclusively for the purpose of manufacturing the supplied goods in the framework of the order/the contract. After the end of the delivery, the Supplier must, upon our request, immediately turn over the tools to us and at its costs. For tools co-owned by us we must, following hand over of the tools to us, reimburse the Supplier for the then present value of the Supplier's co-ownership share. In no event shall the Supplier have a right to retain the tools. The Supplier's obligation to turn over the tools shall apply also in case the Supplier faces an essential impairment of its financial situation and in cases of long term interrup-

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General Conditions of Purchase Schaeffler France SAS

tions of the business relationship. The Supplier shall insure the tools within the agreed upon scope for the full value of the replacement tool.

XIII. Software

The Supplier agrees to modify/improve the software pursuant to our instructions and in exchange for an adequate reimbursement of costs for a period of 5 years from the shipment of the supplied ordered/contractual item, unless the scope of the delivery includes standardized software. To the extent the software originates with a Supplier of the Supplier, the Supplier shall obligate such earlier Supplier accordingly.

XIV. Intellectual Property Rights

1. The results generated by the fulfilment of the services of any type, including studies arising from the fulfilment of the order/the contract and whether or not they may be protected by intellectual property rights become our exclusive property, to which the Supplier undertakes to deliver them, as and when the services are fulfilled.

2. The price mentioned in the order/the contract includes the assignment price of the aforementioned rights.

3. In this respect, if the results include copyright, the Supplier shall assign all financial copyrights attached to said results us on an exclusive basis and definitively for the legal copyright period and for the whole world. Said rights include the rights of reproduction, representation, modification, adaptation, translation and marketing in all forms, in all or part, by all means and on all known or future media.

4. The Supplier assigns us all rights to file patents on inventions that it could generate while performing the services. For this purpose, the Supplier undertakes to give us all necessary authorizations to file, in France and abroad, any patent whatsoever related to the services that we wish to file.

5. The Supplier undertakes not to invoke its intellectual property rights against us insofar as they might be needed to use the supplies, covered by the order/the contract.

6. To perform the order/the contract, the Supplier undertakes not to use a third party's intellectual property rights without said third party's prior permission. The Supplier shall exclusively bear the expense of duties or fees that may be owed for such use.

7. The Supplier shall hold us fully harmless against any claim brought against us in any place whatsoever by a third party or third parties related to the infringement of intellectual property rights generated by the supplies covered by the order/the contract and/or their use. We will immediately notify the Supplier of any claims of such kind. In the event of a disputed claim, whether substantiated or not, the Supplier undertakes under the aforementioned hold-harmless obligation, at our discretion, either to cooperate with and actively assist us during proceedings or to intervene voluntarily and promptly in proceedings and to manage the legal action. In the event of a non-contentious claim, whether substantiated or not, the Supplier undertakes to take all necessary measures to settle the dispute with a third party and to keep us informed.

8. If we have to discontinue using all or part of the supplies, without prejudice to our right to terminate the order/the contract, the Supplier undertakes to immediately implement one of the following solutions, in any event at its sole expense:

- either obtain the right for us to freely use the supply,
- or replace it or alter it so that user rights may no longer be contested,

Note that the Supplier undertakes at its sole expense to take back any infringing stocks of supplies that have already been delivered. In any event, the aforementioned alterations and/or replacements must fully comply with the contractual documents of the order/the contract.

In relation to the above claims, any amounts/expenses that we have to bear in any respect whatsoever, in particular, for costs, fees, damages shall be fully and promptly reimbursed us at our first request by the Supplier.

XV. Force Majeure / Long Term Inability to Deliver

1. Are considered as force majeure cases, the events fulfilling the conditions foreseen by Article 1218 of the French Civil Code and usually considered as such by the French jurisprudence. The parties already agree that the following events do not constitute force majeure cases : social conflicts (excluding general strikes) and increase of the raw material price. A case of force majeure has the effect to exempt both parties from their contractual obligations, as long as the event of force majeure continues and within the limits of its effects. The party affected by the force majeure event must (i) fully inform the other party and make all efforts, within this context and (ii) regularly inform the other party about the evolution of the situation and the measures adopted to remedy to it. The party affected by the force majeure event must notify the other party without undue delay the end of the force majeure event.

2. In cases of a long term inability to deliver or if the Supplier faces an essential impairment of its financial situation, we shall be entitled to rescind the order/the contract with respect to the part that has not yet been performed. If one of the foregoing events occur with respect to the Supplier, the Supplier shall support us to the best of its abilities in our efforts to move the manufacture of the supplied item(s) to us or to a third party, which support shall include the granting of licenses to intellectual property rights to the extent such rights are necessary for the manufacture of the relevant ordered/contractual product(s), such licenses to be granted on terms customary in the industry.

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General Conditions of Purchase Schaeffler France SAS

XVI. Compliance

1. The Supplier shall refrain from actions or omissions that, regardless of the form or degree of participation, may lead to administrative fines or criminal prosecution, in particular for corruption, influence peddling or a violation of antitrust or competition law, by the Supplier, by its employees or by third parties engaged by the Supplier or its affiliates (hereinafter referred to as "Violation" or "Violations"). The Supplier shall be obligated to take all steps necessary so that Violations do not occur. For this purpose, the Supplier shall be responsible for the compliance and proper performance by its employees and all third party representatives with all relevant laws and shall conduct appropriate trainings.

2. Upon written request by us, the Supplier shall submit information about the above measures, in particular regarding the content and status of implementation. For this purpose, the Supplier shall completely and accurately answer a compliance questionnaire issued by us and will provide us with the documents related to such questionnaire.

Such questionnaire leads to a personal data processing in order to allow us to comply with our legal and regulatory obligations. For more information on the conditions of the personal data processing, please refer to the questionnaire itself.

3. The Supplier will inform us without undue delay of any Violation and of the commencement of official investigations by any authority regarding a Violation. Additionally, if there are any indications of a Violation or information which might suggest the existence of a Violation by the Supplier, we are entitled to request written information about the Violation and all steps taken by the Supplier for rectification and future compliance with the applicable regulations, as well as immediate omission.

4. In the event of a breach of one of the aforementioned obligations, the Supplier shall immediately cease such actions, shall compensate us for any and all damage suffered by us due to such breach and / or we shall have the right to terminate in writing any Individual Agreement for cause without notice. We shall have the right to demand indemnification from any third party claims or damages that have been caused by a breach of the aforementioned obligation by the Supplier, his sub-contractors or their respective subcontractors.

5. In case of any infringement of antitrust law in the form of hardcore restrictions i.e. in case of cartel agreements or concerted practices entered into by the Supplier regarding price fixing, bid rigging, quantities, quotes, territories or customers, the amount of damages shall be 15% of the net sales of the products or services of the Supplier affected by the cartel and sold to us before we became aware of the infringement. The right to prove actual damage at a lower level or the non-existence of any actual damage by the Supplier shall not be affected hereby. This shall also apply to any claims for higher levels of damage as well as other contractual or legal claims of us.

6. Furthermore the Supplier acknowledges the Supplier Code of Conduct of the Schaeffler Group (hereinafter "Code of Conduct") in its version applicable at the time the order/contract is concluded, which may be found on our website www.schaeffler.fr (subcategory "Supplier") and have been made available to the Supplier before the conclusion of the first order / the first contract. The Supplier furthermore warrants that it shall introduce and implement in its organisation the basic principles for responsible business conduct set out therein. The Supplier shall ensure that any subcontractors used in relation to the contractual services shall also be made subject to the same obligation. In case of any conflict between the Code of Conduct and the provisions of these Conditions of Purchase, these Conditions of Purchase shall prevail.

7. In accordance with French law, the Supplier certifies on its honour that it has not committed the offence of undeclared work (travail dissimulé), illegal labour subcontracting ("délit de marchandage"), illegal supply of workers (prêt de main-d'oeuvre illicite), employing a foreigner without a work permit, slavery or traffic in foreign labour.

The Supplier shall provide upon execution of the order directly or indirectly via an electronic platform opened with our selected third-party provider and every six months during the performance of the order/contract until the end of such order/contract, all the documents and certificates set forth under the French Labour Code.

The Supplier shall be fully responsible for all consequences of its violation of said provisions and shall bear all compensatory expenses and other expenses that we have to assume in this regard, when applicable.

XVII. Obligation of Information / Economic Independence

1. The Supplier shall officially inform us via registered letter with acknowledgement of receipt as soon as we make up more than 20% of his yearly turnover excluding VAT. The Supplier will regularly inform us of the evolution of this rate. Also, the Supplier will inform us of the rate of our turnover compared to his total turnover upon request.

2. The Parties are completely autonomous and independent and are both independently managed. In particular, the Supplier is committed to ensure a sufficient diversification of its clientele during the entire business relationship. In any case, the arising of a situation of economic dependence due to the performance of orders/contracts may not give rise to any complaints by the Supplier.

XVIII. Miscellaneous

1. Place of fulfilment for all deliveries of goods and performances of services is the place of destination specified by us in the order/contract.

2. All our purchases of goods or services by order or contract shall be governed by the laws of France, excluding the French conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The competent courts regarding these General Conditions of Purchase and all related orders or contracts are those located within the jurisdiction of the Appeal Court of

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**General Conditions of Purchase
Schaeffler France SAS**

Colmar (France), unless another exclusive place of jurisdiction has been agreed upon. Notwithstanding the foregoing, we will also be entitled to bring suit against the Supplier at any other court of competent jurisdiction.

3. If a specific provision of these General Conditions of Purchase is or becomes invalid, the remaining terms and conditions shall remain valid. The Parties commit themselves, in good faith, to replace any invalid provision with a valid provision that has an economic result equivalent to the original provision.

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