

GENERAL CONDITIONS OF SALE

1. GENERAL

Our sale shall be governed by these general conditions which shall take precedence over any condition of purchase unless we formally and expressly agree thereto.

2. DELIVERIES

Our delivery times are given on an indicative basis and no penalties for delay may be claimed, unless the principle thereof has been expressly accepted in writing.

3. PRICES

Unless otherwise stipulated, prices shall be EX WORKS and without tax.

4. TERMS OF PAYMENT - PENALTIES

Unless otherwise stipulated, prices shall be payable upon delivery or at thirty days from receipt in case of payment with a bank guaranty.

In case of negotiated terms of payment, any delay in payment shall give rise to the application of interest on such amounts, at a rate of three times the statutory interest rate.

5. RESERVATION OF TITLE

The seller shall retain the ownership of the property sold until the actual payment of the full price, including both the capital and ancillary costs.

Payment, within the meaning of this clause, shall not include the delivery of an instrument creating an obligation to pay (e.g. bill of exchange).

Failure to pay any of the instalments may lead to the repossession of the property.

The preceding provisions shall not prevent the transfer to the buyer, on delivery, of any risk of loss or damage pertaining to the goods sold, as well as any damage that may be caused thereby.

6. WARRANTY

6.1 On receipt of the goods, the buyer shall sign and stamp the transport document. Any claims due to transport will only be taken into consideration if the buyer has made formal notice to the transport company during delivery and confirmed them within 48 hours upon delivery by registered letter to the transport company (copy of this letter shall be sent to the seller).

6.2 Any claims related to the delivery of the products, except for those provided for in paragraph 6.1 hereinabove, and pertaining to the quantity or quality of the products, shall be submitted to the seller by registered letter no later than eight (8) days after the goods are received, after which the seller shall be released from any obligation with respect to the buyer.

The seller's sole obligation, as the case may be, shall be to send at its own expense any quantities of defective or abnormal products after the return of the goods concerned.

7. FORCE MAJEURE

The seller may in no way be rendered liable for any failure to fulfil its undertakings and the consequences thereof in the event of force majeure, i.e. any unforeseeable event or circumstance beyond the control of the seller and preventing such fulfilment.

8. SETTLEMENT OF DISPUTES

The Tribunal de Commerce (commercial court) of Grasses (Alpes-Maritimes) shall have exclusive jurisdiction for the settlement of any disputes pertaining to this sale, even in the case of an action to enforce a guarantee or against more than one defendant, failing any friendly agreement. Such disputes shall be governed exclusively by the laws of France.