



## GENERAL TERMS AND CONDITIONS OF SALE

### 1. LAWS OF THE PARTIES

Unless otherwise specially agreed in a writing document between the contracting party and SAPCO (Special Conditions of sales), the following General Terms and Conditions shall override all clauses mentioned on any other documents of our contractors or third party.

### 2. OFFERS

Unless otherwise stated, our offers are revocable at any time. Quantities are given as an indication without commitment of our part till the final contract of sale.

In case of special manufacturing,

only the specifications listed on the order form are valid, excluding all information mentioned in our catalogue or documentation.

### 3. ORDERS

No orders will be accepted for a lower amount than the applicable rate of our products.

No orders placed by our agents or sales team will be valid without our specific agreement in writing.

The company assumes no responsibility for any discrepancies (especially calculation errors) that could exist in the order form or confirmation if the purchaser does not accept to correct the detected errors.

No contracts and orders may be cancelled by the purchaser without written consent from our company.

### 4. PRICES AND TERMS OF PAYMENT

a. The performance of the contract is subject to the acceptance of the necessary raw materials prices by the purchasing department.

The prices and delivery dates are given as a rough guide and do not engage the company.

b. Our prices shall be understood to be EXW. For sales in France, don't forget to add the prevailing VAT in effect at the time of delivery.

c. Unless otherwise specially agreed, our prices are calculated on the basis of the current tariffs applicable on the delivery date.

Payment must be made within 60 days from the shipping date.

d. Any unexpected price increase resulting from the rise of one of our main cost price factor or from currency fluctuations authorize the company to revise the negotiated prices.

e. Wrapping and packaging are generally "lost" and "non-returnable"

### 5. DELIVERIES

a. Any deadlines or periods of delivery shall start on the date of the order confirmation, once commercial and technical questions are clarified.

The delivery period shall be regarded as complied with provided that, prior to its expiry, the contracting party shall have been notified that the delivery item is ready for dispatch.

b. In case of delay in delivery with regard to the agreed term, the contracting party may set an appropriate extension of delivery time.

Should the company be in default to respect this new delivery time, the contracting party may cancel the order unless force majeure is in question,

such as e.g. shortage of raw materials, strikes, lock-out, fire, war, shipping or road casualty, etc...

c. In case of delay in delivery the contracting party agrees that no other remedy than the above mentioned one is allowed and to waive its right for compensation.

### 6. TITLE RETENTION CLAUSE

PURSUANT TO THE LAW OF MAY 12, 1980, THE TRANSFER OF PROPERTY OF THE GOODS DELIVERED TO THE PURCHASER WILL INTERVENE ONLY AFTER INTEGRAL PAYMENT OF THE ACCEPTED DRAFTS OR OTHER TITLES EMITTED FOR PURPOSES OF PAYMENT OF THE PRICE.

PLEDGING OF THE GOODS BY THE CLIENT AND/OR ITS LEGAL REPRESENTATION ADMINISTRATOR/LIQUIDATOR) BEFORE INTEGRAL PAYMENT IS NOT ALLOWED.

IN THE EVENT THAT OUR PRODUCTS ARE USED FOR MANUFACTURING OR PROCESSING, OUR COMPANY WILL HAVE A PRIORITY RIGHT TO RECEIVE PAYMENT WITH

THE PROCEEDS FROM THE SALE OF THIS MANUFACTURED OR PROCESSED PRODUCT. DESPITE THE APPLICATION OF THE PRESENT TITLE RETENTION CLAUSE, THE PURCHASER WILL BE RESPONSIBLE FOR THE RISKS OF LOSS OR DESTRUCTION FROM THE TIME OF DELIVERY AND ALL DAMAGES THAT MAY BE CAUSED TO OR BY OUR PRODUCTS.

### 7. PAYMENTS

a. The orders are accepted subject to the acceptance of our Accounting and Financial Department. Credit can only be granted in view of the financial and trade references provided by the applicant.

If the credit is declined, the order can only be maintained in exchange for the payment before shipment or cash on delivery including the collection of fixed fees.

Our company reserves the right to cancel the order in case of non-acceptance. Payments should be made in the currency of acceptance mentioned on the order form.

The period for payment should start from the delivery date or availability date.

b. Any invoice unpaid after the due date shall bear automatically and without prior formal notice interest at the European Central Bank refinancing rate + 10 points.

c. When the contracting party is late for total or partial payment, our company reserves the right to suspend any further deliveries and orders without any liability.

Furthermore, all the invoices submitted in the name of the defaulting contractor will become immediately due and payable.

d. The payment of our invoices shall be balanced with a debt obligation. This debt obligation shall be subject to the prior recognition of our company or a final decision of judicial organs.

e. The rate fluctuations are not valid as a reason of cancellation, under any circumstances.

### 8. NOTICE OF DEFECTS

a. Should the contracting party discover an obvious defect in the supplied goods, our company should be informed in writing immediately at the latest within eight (8) working days after the delivery date.

Concealed defects must be notified to us in writing immediately upon detection up to 8 working days after detection.

b. So long as our goods are used for manufacturing and processing operations, our company shall not be held liable for any malfunctioning of our goods unless it results from an inherent defect of our good.

c. The manufacturing and/or processing of an assembly work will be made under the direction and responsibility of the developer or the manufacturer who shall first ensure that our products are compatible with the other components. In this respect the technical advice and opinions given by our company regarding the usage of our products can under no circumstances engage our responsibility as we are not entitled to a mission of conception of this assembly work.

As a consequence our company accepts no responsibility for any flaw or defect affecting the conception and process of the assembly work in which our products are used after manufacturing or transformation neither for any inappropriate use not in conformity with the standards of usage.

### 9. GUARANTEE

Our guarantee consists either in the repairing or replacement of the defective product at our choosing.

We reserve the right to recover the product in our warehouse in order to repair it.

If repair or replacement is impossible, the contracting party may consider an appropriate reduction of the price. If this product is considered to have no value,

he may demand the withdrawal from the sale of the concerned product.

Defects caused by modifications or repair work performed by the contracting party or third parties shall be excluded from the guarantee.

Our guarantee is limited exclusively to above mentioned remedies. The guarantee shall not apply in case of abnormal use of the product or accidents due to lack of maintenance.

### 10. RESERVATION OF TITLE

a. As soon as good is collected by the carrier and more generally as soon as good left our warehouse, the contracting party shall bear the risks related to it,

notwithstanding any other agreement on the shipping cost.

b. If the delivery place is the headquarters or the warehouse of the contracting party, shipment shall be performed at the risks and expense of the buyer.

The contracting party shall also be responsible for the unloading.

### 11. DISPUTE

Any dispute arising between the Parties relating to this present agreement shall fall within the exclusive competence of the EVRY (France) Commercial Court.

For export sales the applicable law shall be French law.