

## SALES CONDITIONS

THE PRESENT TERMS AND CONDITIONS OF SALE ARE APPLICABLE TO ALL THE OFFERS, SALES AND DELIVERIES MADE BY THE SELLER, UNLESS OTHERWISE EXPLICITLY AGREED IN WRITING BY THE SELLER.

IN CASE OF CONTRADICTION BETWEEN THE GENERAL TERMS AND CONDITIONS OF THE BUYER AND THE PRESENT GENERAL TERMS AND CONDITIONS OF SALE, THE PRESENT GENERAL TERMS AND CONDITIONS OF SALE SHALL BE APPLICABLE AND HAVE PRIORITY ON THE BUYER'S TERMS AND CONDITIONS.

NO OFFER, PROMISE OF SALE OR CONTRACT, WHETHER OR NOT IN ACCORDANCE WITH THE PRESENT TERMS AND CONDITIONS OF SALE, SHALL BE VALID UNLESS CONFIRMED IN WRITING. THE SELLER ALSO RESERVES THE RIGHT TO ACCEPT ONLY PART OF THE OFFER.

THE ARRANGED TERM OF DELIVERY IS ONLY APPROXIMATE AND DOES NOT BIND THE SELLER. THE SELLER RESERVES THE RIGHT TO SUPPLY THE GOODS IN DIFFERENT LOTS, TO BE DETERMINED BY THE SELLER.

UNTIL PAYMENT IN FULL TO THE SELLER FOR THE GOODS, THEY SHALL REMAIN THE PROPERTY OF THE SELLER.

IN CASE OF APPARENT DEFECTS, THE BUYER SHALL PROTEST AT THE TIME OF DELIVERY. ANY OTHER DEFECTS IN THE GOODS SHALL BE MADE KNOWN BY LETTER SENT BY REGISTERED MAIL TO THE SELLER NOT LATER THAN 15 DAYS FOLLOWING DELIVERY. AFTER THE EXPIRY OF THE ABOVE MENTIONED TERMS NO CLAIM SHALL BE ACCEPTED.

FORCE MAJEURE RELEASES THE SELLER FROM HIS OBLIGATIONS. IF AS A RESULT OF FORCE MAJEURE THE SELLER CANNOT TEMPORARILY COMPLY WITH HIS OBLIGATIONS, THE SELLER MAY DECIDE EITHER TO CANCEL THE CONTRACT WITHOUT ANY RIGHT TO DAMAGES FOR THE BUYER, OR TO COMPLY WITH HIS OBLIGATIONS SUBSEQUENTLY.

IF THE ELEMENTS ON WHICH THE SALE PRICE IS BASED CHANGE, THE SELLER IS ENTITLED TO ADAPT THE SALE PRICE ACCORDINGLY.

THE INVOICE IS PAYABLE IN USD AT THE SELLER'S REGISTERED OFFICE OR ON A FINANCIAL ACCOUNT TO BE SPECIFIED BY THE SELLER.

IN CASE OF DELAY IN PAYMENT, DAMAGES ARE DUE IPSO JURE WITHOUT ANY NOTICE BEING REQUIRED WITH AN INTEREST OF 10% PER MONTH.

THE SELLER'S LIABILITY FOR ANY REASON WHATSOEVER IS IN ANY CASE ABSOLUTELY LIMITED TO THE AMOUNT OF THE INVOICE.

DELAY IN PAYMENT OF ONE INVOICE CAUSES ALL THE OTHER INVOICES NOT YET DUE TO BECOME PAYABLE IMMEDIATELY. THE SELLER IS RELEASED FROM ALL AND ANY LIABILITY UNLESS LEGAL PROCEEDINGS ARE STARTED AGAINST HIM WITHIN SIX (6) MONTHS FOLLOWING DELIVERY.

ONLY FRENCH LAW SHALL APPLY TO THE PRESENT CONTRACT.

