

GENERAL TERMS AND CONDITIONS OF EXPORT SALES GRIFFINE

ARTICLE 1 : APPLICATION OF OUR GENERAL TERMS AND CONDITIONS OF SALE

All orders from our customers, whether sent to us directly or through our representatives, shall be registered solely upon the terms and conditions of sale set forth hereinbelow notwithstanding any provisions in the customer's order that are in any way inconsistent with these terms and conditions, unless we expressly agree to such provisions.

No waiver on our part, or non-enforcement or non-application of any clause or clauses here of shall in any way affect the validity of the other clauses.

ARTICLE 2 : OFFERS AND ORDERS

Our offers are valid only if accepted by return mail or within such period of time as may be specified therein. No order shall be binding on us unless and until it has been accepted by us in writing.

ARTICLE 3 : DELIVERY

Unless otherwise agreed, our goods and their packaging are always sold ex factory. The buyer shall therefore bear all risk of loss of or damage to the goods during transport, even where the price therefor is stipulated carriage-free. Consequently, we warrant the quality, quantity and weight of our products only upon departure from our works, warehouses or other storage

facilities. No claim for shortfall or for patent defects shall be admissible unless notified to us immediately and confirmed to us in writing within eight days of receipt of the goods. In addition, the buyer must take all steps to permit the goods to be surveyed, possibly jointly, by the parties, their agents, or any other third parties appointed by them. In the event of loss or damage or shortfall, the buyer must moreover take all action with respect to the carrier and the insurer to safeguard the rights of the parties, including but not limited to lodging timely and sufficiently detailed claims or reserves with the shipping company and/or other carrier, in accordance with the regulations governing the relevant mode of transport.

ARTICLE 4 : DELIVERY TIMES OR DATES

Delivery times or dates shall not be binding unless so stated in the order and agreed to by us in our acknowledgement of receipt of order. No delay with respect to delivery times or dates shall be a ground for claiming damages or for canceling a sale.

ARTICLE 5 : LIMITATION OF WARRANTY AND CLAIMS

The buyer is required to verify, upon receipt, whether the goods delivered conform and are exempt from all patent defects, and to notify any claim to us within eight days. No claim shall be accepted after expiry of such eight-days period.

Nor shall any claim be accepted in respect of goods that have been used, transformed or, more

generally, that are no longer in the same condition as delivered, where the claim is based on manufacturing defects that could have been discovered prior to use or transformation of the goods. Continued use of goods shall imply acceptance thereof; it shall be the customer's responsibility to ensure, by carrying out sufficiently long tests, that

the goods are suitable for the purpose for which the customer intends to use them. In all other cases, our liability shall be governed by the statutory provisions in force; provided, however, that in dealings with professionals our liability shall in all events be limited, at our election, to free replacement of the goods or refund to the price paid, to the exclusion of payment of any damages.

We shall not be liable for non-compliance with our technical recommendations, non-use of recommended products, or for non-compatibility, acceptance and/or preparation of our supplies in accordance with trade rules and practices. It is imperative to refer to the recommendations, instructions and documents provided by us to the customer or that may be supplied to the customer on request. If an order is fulfilled in several deliveries, any claim relating to any of the deliveries shall not modify the reciprocal commitments regarding the other deliveries.

No return shall be accepted without our prior express agreement.

ARTICLE 6 : RETENTION OF TITLE

IT IS MUTUALLY AGREED THAT TITLE TO THE GOODS SHALL NOT PASS UNTIL THE PRICE HAS BEEN PAID IN FULL. THE BUYER UNDERTAKES (I) TO NOTIFY US FORTHWITH OF ANY STOPPAGE OF PAYMENTS BY THE BUYER, (II) TO PREPARE OR ALLOW TO BE PREPARED, UPON COMMENCEMENT OF THE CREDITORS' RELIEF PROCEEDINGS, A REPORT DETERMINING THAT THE BUYER'S INVENTORIES INCLUDE UNPAID GOODS BELONGING TO US, AND (III) TO PROVIDE US WITH ALL INFORMATION ENABLING US TO ASSERT OUR OWNERSHIP VIS-A-VIS SUB-PURCHASERS. THE POSTPONEMENT OF PASSING OF TITLE SHALL IN NO WAY AFFECT THE TRANSFER OF RISKS.

ARTICLE 7 : FULFILLMENT OF ORDER

Differences in color or aspect cannot always be avoided (in the context of manufacturing techniques) between factory productions, on the one hand, and between factory production and samples, on the other. Such differences cannot constitute an element for dispute or for rejecting the goods. For special manufacturing orders, we reserve the right to deliver and invoice 10% more or 10% less than the quantities ordered. The customer should take such technical risk into account when placing the order.^{3/4}

Furthermore, certain manufacturing defects may be noticed on the piece and compensated for on our initiative in accordance with trade practices («strings», or marks on the selvedge). All equipment, machinery and/or tools specially purchased or built to fulfil orders placed by our customers shall at all times remain the property of our company notwithstanding receipt from said customers of any advances on or contributions to start-up costs for such equipment, machinery and/or tools. Unless otherwise agreed, such contributions shall remain vested in our company. The making of items pursuant to designs or models or equipment provided by us cannot be entrusted to any third party without our prior authorization.

The reproduction of designs and models at the request of a customer shall be under the customer's sole responsibility, in particular as regards possible actions based on infringement of intellectual property rights or unfair competition.

ARTICLE 8 : PRICE

Prices are exclusive of VAT, excluding packaging, plus transport costs, unless otherwise stipulated in the order acceptance. Any duty, tax, surcharge or charge on the products or transport of them (including, but not limited to, any HGV tax or other eco-tax, general tax on polluting activities, etc., as well as any increase in the cost of transport or of the products resulting therefrom) shall be invoiced in addition to, or, if they are to be incorporated in the unit price, shall be subject to an increase in the price of the products in proportion to their amount.

The prices and information contained in our catalogues, price quotations or notices may be modified at any time by us, with reasonable notice, due to changes in economic and/or technical conditions and in particular in the event of an increase in the costs of labour, transport (in particular, fuel), energy, purchase prices of raw materials or in the event of the introduction of any new environmental tax (carbon tax or other).

Our goods are always invoiced at the price in effect as of the date of shipment - the prices being understood to mean goods verified in invoicing units upon departure - and the payment period shall be computed from the date of shipment. If an order is fulfilled in several deliveries, the invoices relating to each of the deliveries shall be payable as and when issued, without awaiting the entire fulfillment of the order.

Default of payment of any such invoice or failure to accept the bill of exchange relating there to shall entitle us, without prior formal notice, to consider the order terminated or to suspend shipments and shall automatically entail termination of all contractual relations.

ARTICLE 9 : PAYMENT

Unless otherwise agreed, our invoices are payable at our Executive and Business Management Office (in NUCOURT, France) 30 days from the end of the month of the date of shipment of the goods.

Invoices not paid when due will bear interest at a rate equal to one and one-half percent per month, or the maximum rate permitted by law, whichever is less. Buyer may not offset any amounts claimed from Seller against any payments due to Griffine Enduction with respect to Products sold hereunder. Default of payment of any amount on the due date shall cause all other amounts payable by the buyer to become due forthwith. Furthermore, any payment default shall entitle us to terminate all contracts in progress with respect to the supplies remaining to be delivered thereunder, without any formality and without prejudice to damages. An amount shall be deemed paid when available to the seller in the seller's country and in the currency of invoicing.

In the event that, at the buyer's request, the price is fixed and invoiced in a currency other than the seller's national currency, the buyer shall indemnify the seller for any foreign exchange loss due to fluctuation in the exchange rate between such currency and the seller's national currency that may have occurred between the date of fixing the sale price and the date of collecting the invoiced amount. The buyer agrees to accept and/or withdraw the documents upon first presentation by the bank or our agents. The buyer further agrees to take all steps for transfer of the funds by the due date, and to assume liability for delays until the funds actually arrive in the country of invoicing.

ARTICLE 10 : SOLVENCY OF BUYER

In the event of deterioration in the solvency or financial standing of the buyer, we may, at our election, cancel the order or require payment in advance or additional security.

ARTICLE 11 : FORCE MAJEURE

War, mobilization, government decisions, strike (whether total or partial), lockout, breakage of machinery, difficulties in procuring raw materials or power supplies, fire or any other event beyond our control, liable to prevent or reduce production or delivery, shall be assimilated to an event of force majeure entitling us to suspend performance of our obligations or, as the case may be, terminate them.

ARTICLE 12 : CHANGE IN ECONOMIC CONDITIONS

In the event of major change in the economic conditions prevailing at the time of our acceptance of an order, such as might render fulfillment abnormally onerous for us, we reserve the right to renegotiate the terms and conditions of the relevant order and, should agreement be impossible, terminate it.

ARTICLE 13 : INDUSTRIAL PROPERTY

Any and all use by the buyer of any of our trademarks or our corporate name shall be subject to our prior written consent.

ARTICLE 14 : JURISDICTION - GOVERNING LAW

ANY AND ALL DISPUTES RELATING TO OUR CONTRACTUAL RELATIONSHIP SHALL BE DETERMINED IN ACCORDANCE WITH FRENCH LAW EXCLUSIVELY AND THE COURTS OF PONTOISE (FRANCE) SHALL HAVE EXCLUSIVE JURISDICTION, EVEN WHERE THERE ARE SEVERAL DEFENDANTS OR WHERE ONE OR MORE THIRD PARTIES ARE IMPEADED.