



General Terms and Conditions for Sale
of
FLABEG France S.A.S.
Version: 2010-08-01

I
General, Scope

Our deliveries and services shall be exclusively governed by the following General Terms and Conditions. These General Terms and Conditions shall also apply to all future business transactions relating to deliveries and services to the customer without the need for any further reference thereto. They shall also apply without any explicit reference thereto in future contracts. The customer's general terms and conditions shall not apply, irrespective of whether or not such general terms and conditions have been expressly rejected by us. These General Terms and Conditions shall also apply exclusively if we, having knowledge of other general terms and conditions, effect a delivery or service without reservation.

II
Offers and Conclusion of a Contract, Scope of Performance

1. Our offers to the customer are non-binding (an "**Offer**"). The customer's order shall be considered a binding offer. This customer offer shall be accepted within four weeks at our discretion by sending an order acknowledgment or by the unconditional provision of the goods or services ordered. If an Offer is expressly designated in writing as binding, we shall be bound by such Offer for a period of two weeks of the date of the Offer. Our acceptance of a customer offer or the customer's acceptance of an Offer designated as binding will form the contract between us and the Customer (the "**Contract**"). Additional agreements, changes and performance data have to be confirmed by us in writing.
2. We reserve the rights of ownership and intellectual property rights in cost estimates, drawings, plans and other documents; these shall be made accessible to third parties only with our prior written consent and shall be returned to us upon request free of charge.
3. The documents related to our Offer, in particular illustrations, drawings, indications of weights and dimensions, performance and consumption data as well as technical data and descriptions contained in the relevant product information or advertising material are non-binding. In case of sale by samples these will only be provided of average kind and quality in accordance with the furnished samples.
4. Contractual guarantees shall be binding on us only in the scope in which they (i) are contained in an Offer or an order confirmation and (ii) expressly stipulate the obligations for us resulting from such guarantee.
5. In case the goods are used outside of France the scope of delivery, in particular for devices related to safety at work and environmental protection, is determined by the Contract, in case of doubt it is determined by the mandatory statutory provisions applicable in France. The customer shall be responsible for compliance with statutory and other regulations applicable at the point of use.

III
Prices, Terms of Payment, Late Payment

1. The prices agreed at the time the respective Contract is concluded, in particular the prices indicated in the order form or the order acknowledgment, shall apply. If no price has been explicitly determined or if the customer purchases goods at list prices, the prices applicable on the day of conclusion of the Contract according to our price list shall apply. Unless expressly agreed otherwise all prices shall be Ex Works (Incoterms 2000) from our works or from another address indicated by us, exclusive of packaging and other ancillary costs. All prices shall be understood net plus applicable value added tax at the currently valid statutory rate. All public charges (taxes, fees, customs etc.) arising from the conclusion or the performance of the Contract outside of France shall be borne by the customer.
2. We reserve the right to reasonably adjust our prices if, after conclusion of the Contract, cost changes occur, in particular due to wage agreements, price increases by sub-suppliers or exchange rate fluctuations, which we are not responsible for.
3. Our invoices shall be paid, unless another payment date is specified in the invoice, within ten days after the date of invoice. Advance payment of any sums due does not entitle the customer to any deduction. Notwithstanding the assertion of other rights and claims, if a payment is made after the payment date, statutory default rate interest, set out in article L.441-6 of the French Commercial Code will be charged, calculated from the due date for payment to the date when the customer has paid all sums invoiced and late payment penalties in full.
4. We shall be entitled to apply any payments received firstly to earlier receivables, then to costs and interest of the principal receivable and finally to the principal receivable. The customer shall only be entitled to exercise a right of retention or set-off if its counterclaims are undisputed or *res judicata*. The exercise of any retention right shall also only be permitted to the extent that the counterclaim is based on the same contractual relationship.

IV
Deterioration of the Customer's Financial Situation

1. If, after conclusion of a Contract, circumstances become known, whereupon the customer's performance of its contractual obligations is jeopardised due to its financial situation (in particular in case of suspension of payment, insolvency filing, distraint or execution measures, notice of a bill or protesting a cheque and returning of a direct debit also towards or by third parties), we may, at our choice, withhold the deliveries and services until prepayment of the purchase price or provision of appropriate security. This also applies if due to default in payment by the customer reasonable doubts about its solvency or creditworthiness arise.

2. In the cases of Clause IV.1 we are also entitled to withhold deliveries and services until receipt of all payments for outstanding claims against the customer or provision of appropriate security.
3. If a current account relationship exists as part of the business relationship we are in the cases of Clause IV.1 also entitled to withhold deliveries and services until receipt of all payments from acknowledged balances or provision of appropriate security.
4. If the customer fails to provide prepayment or provision of security in accordance with Clause IV.1 within two weeks of a notice to provide such prepayment or provision, we may rescind the affected Contract.

V

Delivery Periods, Delay in Delivery, Partial Deliveries

1. Delivery or service periods stated by us are non-binding unless a delivery period has expressly been agreed as binding in the individual case. Expressly agreed delivery periods begin upon the dispatch of our order confirmation. The delivery period shall be deemed complied with if the goods have been delivered in accordance with Ex Works (Incoterms 2000).
2. Our adherence to delivery and service obligations is subject to the timely and correct performance of the customer's obligations. If advance payment is agreed or if the customer has to provide us with documents, permits or releases, the delivery period shall not begin before these requirements are fulfilled.
3. If agreed delivery or service periods are exceeded due to circumstances we are responsible for, the customer may rescind the Contract by written notice if we do not remedy such failure within 20 days of a notice from the customer requiring us to do so. In case of non-binding delivery periods, we shall not be in delay in delivery before fruitless expiry of a period of 20 days for delivery set by the customer. The customer may not set such time period earlier than four weeks after the non-binding delivery date.
4. We shall only be in default after expiry of the fixed-remedy periods set out above. In case of force majeure and of unforeseeable, unusual events we are not responsible for, such as business disruptions by fire, flood and similar events, breakdown of manufacturing facilities and machinery, delays in delivery or suspension of deliveries by our suppliers as well as disruptions of operations caused by shortage of raw materials, power or labour, strike, lockout, difficulties to obtain transport, disruptions of traffic, governmental interventions - to the extent these events prevent us from performing on time our delivery and service obligations - we are entitled to defer the delivery or performance for the duration of the impediment plus a reasonable start up period. If the delivery or service is thereby delayed by more than one month, both parties shall be entitled to rescind the affected Contract with respect to the volumes affected by the impairment of delivery or service whereby any damage claims shall be excluded.
5. Our liability (subject to the conditions set out above) for each case of delay in delivery is limited in accordance with the provisions in Clause IX.1 to 3.
6. We may deliver the goods by instalments. Such instalments shall be separate obligations and no breach in respect of one or more of them shall entitle the customer to cancel any subsequent instalment or any Contract.

VI

Transfer of Risk, Transport and Packaging

1. Deliveries shall be made, unless expressly agreed otherwise between us and the customer, Ex Works (Incoterms 2000) from our works or from another address indicated by us.

2. Risk shall pass to the customer in accordance with Ex Works (Incoterms 2000). This shall also apply in case of deliveries by instalment or if we, by way of exception, have assumed additional obligations such as freight charges, delivery or installation, unless delivery is effected by our own vehicles or means of transportation. The collection of the goods to be collected constitutes an essential contractual obligation of the customer. At the customer's request and costs we will insure the goods against theft, breakage, damage in transit, damage by fire or water, and other insurable risks.
3. If it is agreed with the customer that the goods are to be shipped by us, the method of shipping and the shipping route will be determined at our discretion by us, unless otherwise agreed in writing with the customer. Also, in this case, the provisions in Clause VI.2 shall apply.
4. We do not take back disposable packaging. Instead, we will, at the customer's request, name a third party which will take back the packaging according to the French Packaging regulations, if applicable.

VII

Reservation of Title

1. We retain the ownership of the goods until the customer has paid their price in full. "**Payment**" is understood to mean the effective receipt of the funds by us of the principal and its incidentals.
2. The customer shall be entitled to resell or process the goods on which we retain ownership (the "**Goods with Title Reserved**") in the normal course of its business, provided it does not default on its payments to us. The customer is not entitled to pledge or transfer as security title to any Goods with Title Reserved.
3. If the customer resells the Goods with Title Reserved to a third party, the customer shall inform in writing such third party of the reservation of title benefiting to us, and shall inform us of the identity of such third party upon our request.
4. If a third party attempts to seize Goods with Title Reserved, the customer undertakes, at its own cost, to take all measures necessary and to act immediately in such a way as to procure compliance with or re-establish our right of ownership over any Good with Title Reserved. In particular, the customer shall inform the third party that such goods are our property, shall immediately notify us, and raise any protests to ensure that the Goods with Title Reserved are freely disposable as soon as possible. If the customer fails to take these measures, we shall be entitled to claim all amounts outstanding immediately. To the extent that delivery of Goods with Title Reserved has not taken place, we shall have the option to deliver them immediately and/or to withhold their delivery until payment is tendered.
5. As long as a Good with Title Reserved is not sold, or mixed or combined with other goods or raw materials as part of the customer's or a third party's manufacturing process, the Good with Title Reserved shall remain in the customer's custody until its price is paid in full. Consequently, the customer undertakes (i) to take all necessary measures to protect the Good with Title Reserved and (ii) to identify it individually and not to mix it with other products of the same type from other suppliers. If the Goods with Title Reserved are located in the premises of any third party, the customer will ensure that we are entitled to recover the Goods with Title Reserved directly from such third party.
6. In case the customer is in breach of any Contract, in particular default in payment, we are entitled to terminate that Contract, without need to judicial recourse, and/or recover the Goods with Title Reserved. The customer is obligated to return, at its cost, the Goods with Title Reserved. We may, however, opt to

recover itself the Goods with Title Reserved, in which case we may enter the customer's premises where these are stored, and subsequently store them or have them stored for us.

7. The recovery of one or more Goods with Title Reserved shall not automatically result in the termination of the Contract under which these Goods with Title Reserved were delivered, in particular if other products are still to be delivered by us at the time of said recovery.

VIII Customer's Claims in the Event of Defects

1. The customer shall notify us without undue delay, but at the latest within one week of delivery of the goods, in writing of obvious defects (e.g. defects of quality or title, wrong delivery or deviations in quantity); hidden defects shall be notified to us in writing without undue delay, but at the latest within one week of being discovered. The customer's claims for defects shall be forfeited if a notice of defect has not been made in time or properly. The acceptance of goods may not be refused for defects that are not of a material nature.
2. Without our prior written consent, we will not bear the costs caused by the customer for examination of possible defects. For an effective handling of claims for defects, we will sort out defective goods from an affected delivery, unless we instruct the customer otherwise. The customer will not dispose of defective goods without our prior written consent. Upon our request, the customer shall send defective goods to us for examination.
3. The customer shall not be entitled to claims for defects for used goods or goods that have been agreed to be of a lower quality category. The same shall apply in case of deviations, in particular deviations of dimensions, thicknesses, weight, performance data or colour nuances, which are within the tolerances customary in the industry, as well as in case of immaterial reduction of the value or usability of the goods.
4. In case of defects, our sole liability shall be at our option to repair or replace such goods. For repaired goods the remainder of the original limitation period shall run from the return of the repaired good; the same shall apply for replaced goods.
5. If subsequent performance fails, the customer's only remedy is to rescind the affected Contract.
6. Claims of the customer for expenditure required for the purpose of subsequent performance, notably the costs of transport, journeys, labour and material, are excluded to the extent that the expenditure is increased as a result of the goods being brought to a place other than the agreed place of delivery; we may charge such increased costs to the customer. Costs for dismounting and installing defective goods are borne by the customer.
7. If the customer wrongly asserts claims for defects (e.g. the goods were not defective), we may charge to the customer reasonable costs incurred; the same shall apply if we wrongly grant claims for defects without being obliged to. In case of defects that are not of a material nature claims for defects are also considered to be wrongly asserted; in case a claim is disproportionately asserted (e.g. all goods are rejected even though only a part is affected), charging of costs will be made on a pro-rata basis.
8. Our liability for any damage the customer may have suffered due to defects of goods delivered by us is determined by the provisions in Clause VIII.1, Clause IX and Clause X.
9. The provisions of this Clause VIII set out a contractual guarantee granted by us to the customer which is granted in replacement of all other guarantees, including the guarantee for hidden defects, to the extent permitted by law.

IX Liability

1. In no event shall we be liable for: (a) indirect loss; (b) loss arising from business interruption; (c) loss of profits; (d) loss of revenue; (e) loss of anticipated savings; (f) loss of customers; (g) loss of opportunity or (h) any other immaterial loss.
2. Our liability under a Contract shall be limited to the lowest of (i) an amount of Euro 1.5 million per damaging event, (ii) the price of the affected Contract.
3. The liability exclusions and limitations provided for in Clause IX are also applicable to our obligations provided for in Clause VIII and elsewhere in a Contract and to our liability under product liability regulations (*Responsabilité du fait des produits défectueux*) to the extent permitted by law.

X Limitation Periods

The limitation period for claims by the customer for defects of goods delivered by us or services performed in breach of our obligations - including damage claims – shall be one year from the earliest date permitted by law.

XI Place of Jurisdiction, Governing Law

1. The courts of Paris have exclusive jurisdiction to settle any dispute arising out of or in connection with a Contract (a "**Dispute**"). Such exclusive jurisdiction is for our benefit only. As a result, we shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.
2. The legal relationship between us and the customer shall be exclusively governed by the laws of the France. The application of the provisions on Contracts for the International Sales of Goods (CISG - Vienna UN Convention) shall be expressly excluded.

XII Security Information

In case of a visit to its works or workings at its factory premises, the customer shall inform us about the general security regulations and provide protective clothing and other accessories and aids.

XIII Final Provisions

1. Set-off and exercise of a right of retention by the customer due to contested counterclaims or counterclaims which are disputed are excluded. The exercise of any retention right by the customer is also excluded to the extent that the counterclaims are not based on the same contractual relationship.
2. Without our prior written consent, the customer shall not, in part or in whole, assign its rights and obligations. We may freely assign our rights and obligations under the Contract, in particular to any companies which directly or indirectly controls us, is controlled by us or is under common control with us within the meaning of Article L.233-3 of the French Commercial Code, or to a third party in the event of the transfer, in whole or in part, of our assets or business.
3. Changes or amendments to or cancellation of these General Terms and Conditions require written form in order to be effective. This also applies to the cancellation of this written form requirement.

4. Should any of the above provisions be invalid or excluded by a special agreement, the validity of the remaining provisions remains unaffected thereby.
5. We keep customer data in connection with our mutual business relation in compliance with the French Data Protection Law ("Loi n°78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés").
6. These General Terms and Conditions are written in French and English languages. In the event of any discrepancy between the French and the English version, the English version prevails.