

TERMS AND CONDITIONS OF SALE

The placing of any and all orders with the Seller shall be deemed to imply the irrevocable acceptance by the Buyer of these Terms and Conditions of Sale.

- Orders placed with us through our agents or representatives shall not become final or binding until such time as they are confirmed by us in writing.
- Unless agreed otherwise by written contract between the Buyer and Seller, the pricing terms and the conditions stated in this Order shall apply only to this specific Order. The Seller may on future Orders increase the price of Goods, change the transportation terms, terms of payment, or the minimum quantity required per shipment.
- It is expressly agreed between the parties, that the Seller is entitled to increase its selling price of the Goods in case of :
 - any increase in the cost of manufacturing the Goods sold hereunder, or
 - any increase of the price or purchasing costs of energy for the manufacture of the Goods, or
 - any increase of the price or purchasing costs of any materials or compounds used by the Seller for the manufacture of the Goods, including without limitation any increase in the cost of purchasing, sourcing, storing, handling or transport of raw materials for the sale of the Goods, whether or not caused by new or amended regulations or laws, taxes, excises, customs duties, or other governmental decisions or charges of any kind, or any levy of any kind.Should the Seller decide to increase the price of the Goods sold hereunder due to one or more of the above reasons, the Seller shall inform the Buyer thereof in writing and shall give him a prior notice of at least 14 calendar days before such price increase will enter into force.
- In the absence of any express agreement to the contrary, our delivery dates shall be of a purely indicative nature. The Buyer shall not be entitled to invoke late delivery in order to cancel the sale, reject the Goods or claim compensation. Quantities are invoiced based upon measurement at loading, unless proven incorrect. However, any discrepancies between the Buyer's measurement and the Seller's of less than one and one half percent (1.5%) shall be ignored. If notwithstanding formal notice served upon the Buyer to take delivery of the Goods, said Buyer fails to take such delivery, the Seller shall automatically be entitled, without prejudice to any claim for damages or interest, to enforce said contract of sale or consider said contract of sale to have been automatically terminated by breach, in which case all and any monies deposited with the Seller shall accrue to the Seller's benefit.
- Except as expressly stated in this Order, the Goods are supplied FCA (per Incoterms currently in force) and title to the Goods, as well as any corresponding risk, transfer to the Buyer at the Seller's shipping point, provided, however, that the Seller retains a security interest in the Goods until paid. For all business to business transactions, the settlement of sums due after the due date specified in the invoice shall automatically result in the amount of said invoice being increased by a fixed amount of #40 pursuant to Article L441 6, Paragraph 12 of the French Commercial Code, this amount having been set by Decree No. 2012 1115 dated October 2, 2012 (Article D441 5 of the Code des procédures civiles d'exécution). In the event of a regulatory change in this fixed amount, the new amount shall automatically be substituted for the amount used in these Terms and Conditions of Sale. The automatic application of said fixed amount shall be without prejudice to the application of additional compensation, in accordance with law as mentioned above, for all documented recovery costs of any kind incurred to collect the sum due.
- The Seller warrants that the Goods shall, at the time of delivery, conform to the Seller's standard specifications or, if applicable, such specifications as are specified in this Order. The Seller also warrants that the Buyer shall receive good title to the Goods, free and clear of liens or encumbrances. The Seller makes no other warranty of any kind, express or implied, including no warranty of merchantability or fitness for any particular purpose. The Buyer assumes all risk and liability for results obtained by the use of the Goods, whether used singly or in combination with other products. All claims by the Buyer against the Seller are limited to the value of the quantity of the Goods which are the subject of the claim. In no event shall the Seller be liable to the Buyer or any other person for loss of profits or incidental consequential, special, exemplary or punitive damages. "Claims" means all claims or causes of action (including claims for negligence, breach of warranty or breach of contract) related to or arising out of the performance or non-performance of this Order.
- Neither party shall be liable to the other for any delay or failure of performance resulting from any circumstance (other than the payment of money owed) beyond the reasonable control of such party, which causes shall, without limitation, include fire, storm, flood, act of God, war, earthquake, explosion, sabotage, epidemic, quarantine restrictions, embargo, strikes or other labor unrest, voluntary or involuntary compliance with any law, order, regulation, recommendation or request from a governmental authority or person claiming to act on its behalf, or failure of the usual means of transportation. In no event shall the Seller be required to accede to the demands of labor or any labor union if the Seller determines in its sole discretion that to do so is not in the Seller's best interest. In the event of a shortage of the Goods and/or delay in shipment or delivery occasioned by force majeure, the Seller shall allocate the available Goods in a fair and reasonable manner. The Seller shall not be obligated to make up any deficiencies in delivery due to any such shortage except by written mutual agreement.
- Contracts and terms and conditions shall be governed solely by the laws of France. Any dispute arising out of or in connection with this contract shall be heard at the competent court for the Seller's registered office. The Seller shall be entitled to bring proceedings before any competent court in whose jurisdiction it has a registered office.
- This Agreement is neither transferable nor assignable by either the Buyer or Seller, except to affiliates, subsidiaries or successors to that portion of the business of the Buyer or Seller to which this Agreement relates or with the consent of the other party.

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