

SALES AGREEMENT

This Agreement made this _____ day of _____ (insert year) between _____, having _____ an _____ office at _____
_____,
("Seller") and _____, having an office at _____
_____,
("Buyer").

Article 1. Scope of Application.

All offers made by Seller, and all orders for Products placed by Buyer with Seller, shall be subject to these Standard Terms and Conditions for the Sale of Products (the "Terms") without modification or qualification. Seller's acknowledgement of Buyer's order together with these "Terms", constitute the entire agreement (the "Agreement") between Seller and Buyer. No representations, warranties or guarantees, other than those contained herein, and no variation of these "Terms" shall be binding on Seller unless made in writing and agreed to and signed by an authorized representative of Seller.

Article 2. Price.

The purchase price payable for the Products shall be the price quoted by Seller and accepted by Buyer. Unless otherwise agreed to in writing, the purchase price shall be exclusive of all sales, duties, excise and value added taxes. Other charges added to purchase price shall include but shall not be limited to pallets and packaging. All prices are quoted in the currency as indicated on the front page of the invoice.

Seller reserves the right, by giving reasonable notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to the Seller which is based on factors beyond Seller's control such as, but not limited to significant increase in the costs of labour, materials or other costs of manufacture, any foreign exchange fluctuation, currency regulation, alteration of duties, any change in delivery dates, cost of transportation where applicable, quantities or specifications for the Products requested by the Buyer, or any delays caused by Buyer.

Article 3. Payment.

Except as otherwise agreed between Seller and Buyer, the purchase price for the Products shall be payable in accordance with the terms indicated on the front page of the invoice without any deduction or offsets. If Buyer is in arrears of payment of any invoiced amounts due to Seller, Seller shall be entitled to charge Buyer interest on the unpaid amount at a rate equal to 1.5 % per annum above the overdraft interest on current accounts in the invoiced currency until payment is made in full. If Seller has reasonable cause for believing that Buyer will not be able to fulfill its obligation to pay any amounts due to Seller, Seller shall have the right to withdraw all credit facilities afforded to Buyer, and any monies then owing therefrom to Seller shall forthwith become due and payable and Seller shall have the right to suspend delivery of any Products.

Article 4. Retention of Title.

Seller shall retain title to the Products until Buyer has satisfied all of its obligations under the Agreement with Seller including full payment to Seller and Buyer undertakes to do all actions reasonably requested by Seller to perfect retention of title. Until such time as title to the Products passes from Seller to Buyer: (a) Buyer shall keep the Products properly stored, protected and insured; (b) In the event Buyer re-sells the Products or sells any products manufactured out of or which contain the Products, Buyer assigns to Seller any claims arising therefrom for an amount equal to the invoiced price of the Products used in manufacture or contained in Buyer's product, and, until Buyer has performed all its obligations under the Agreement, the proceeds of sale of such products shall be held in a separate account by Buyer for the benefit of Seller; (c) In the event a third party seizes the Products, particularly in the form of attachment of property, Buyer shall notify the third party that the Products are Seller's property and shall immediately inform Seller in order to enable Seller to enforce its property rights. To the extent that the third party is unable to reimburse Seller for court fees or other costs incurred, Buyer shall bear such costs.

Article 5. Risk of Loss.

Risk of damage to or loss of the Products shall pass to Buyer when the Products are delivered to a carrier responsible for the transport of such Products to Buyer or to such destination as directed by Buyer, or as otherwise directed by the INCOTERMS 2010.

Article 6. Delivery Terms.

The date of delivery shall be the day on which the Products are put at the Purchaser's disposal at the warehouses of the Seller or as otherwise directed by Buyer. Unless otherwise agreed in writing by Seller and Buyer, delivery may be made by installments and any delivery dates quoted on the face of the order shall be taken as indicative and shall not be binding on Seller. Seller's sole obligation shall be to use its commercially reasonable efforts to adhere to such delivery dates. Seller shall not under any circumstances be liable for any loss or damage whatsoever, whether direct, indirect, consequential or otherwise, due to delay in delivery, unless the same was attributable to Seller's gross negligence or willful misconduct, in which case Seller's liability shall be limited to the excess, if any, of the cost to Buyer to purchase similar Products, over the purchase price of the Products, excluding delivery costs. Seller shall be entitled to make partial delivery or partial performance to the extent reasonable under the circumstances. If Buyer refuses to accept delivery of the Products or any installment thereof, Seller may, without prejudice to its other rights, arrange for the storage of the Products at the expense and risk of Buyer.

Delivery by Seller of a quantity of Products within 5% of the quantity ordered by Buyer shall be deemed to be proper performance by the Seller in accordance with the Agreement, provided, however, that the price charged to the Buyer shall be based on the quantity of Products actually delivered. In the event of any dispute between

Buyer and Seller as to the quantity of the Products delivered, the quantity recorded on Seller's officially calibrated weighing equipment, at the point of loading shall be accepted by both parties as correct.

Article 7. Acceptance of Products. Limitation of Liability.

Except as otherwise stated herein, the Products shall be deemed to have been accepted by Buyer thirty (30) days after delivery unless Buyer has notified Seller in writing, at Seller's address as acknowledged in Seller's acceptance of Buyer's order, within such thirty (30) day period of any failure of the Products to conform to the current product specifications. If Buyer provides Seller with written notice of non-conforming Products within such thirty (30) day period after delivery, or if such non-conformity was not discoverable upon a reasonable inspection of the Products, within thirty (30) days from the date of discovery, and it is established to Seller's reasonable satisfaction that the Products were non-conforming at the time of delivery, Seller shall be entitled, at Seller's sole discretion, to either refund the amount paid or to replace the Products free of charge. In case of short weight or loss or damage to the Products whilst in transit and provided the risk of loss did not pass to Buyer upon transfer of the Products to the Carrier, Buyer shall give written notice to Seller within eight (8) days of the date Products are received by Buyer.

Notwithstanding the foregoing, any mixing, processing, use or re-packaging of the Products by Buyer, its agents or employees shall constitute acceptance of the Products by Buyer.

All further claims by Buyer are excluded. The undertakings as provided herein shall be the full extent of Seller's liability in respect of the Agreement, and constitute the sole obligations of the Seller with regard to the suitability of the Products for the intended use. Except in the event of gross negligence or willful misconduct of Seller, its employees, representatives or of anybody performing services at the request of Seller in connection with the Agreement, Seller shall under no circumstances be liable for any other direct damage or injury of any kind howsoever caused or arising. Seller's liability for Buyer's claim for loss of profits, consequential, or indirect damages, shall be at all times excluded. If Seller furnishes Buyer with technical advice or assistance concerning any Products, the furnishing of such advice or assistance shall not subject Seller to any liability. In case any limitation of liabilities in accordance with the present Terms would be considered under applicable law as unreasonable under the specific circumstances of a particular case, the aggregate of all liabilities of Seller, whether based on the present Terms or on any other applicable law, shall be limited to the purchase price, in connection with which the damage was caused. If Seller receives notice of a complaint from Buyer concerning delivered Products, Seller shall be entitled to suspend further deliveries until the complaint has been resolved, in which case the time of delivery originally quoted shall be extended accordingly.

Article 8. Cancellation of contract.

If Buyer fails to fulfill any of its obligations in a timely manner, or is declared

insolvent, or proceeds with the liquidation of its business, in whole or in part, Seller shall have the right to suspend its performance under the Agreement or to rescind the Agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs and damages sustained by Seller. In the event of any of the foregoing, all of Seller's claims against Buyer shall become immediately due and payable in full.

Article 9. Force Majeure.

Without prejudice to any other condition or exclusion contained in these "Terms", neither Buyer nor Seller shall be liable in any respect for any default or delay attributable, wholly or partially, to any cause, circumstances or contingency beyond their respective reasonable control which prevents or impedes manufacture or delivery of the Products. Such causes, circumstances and contingencies shall include, but not be limited to, war, strike, lock-outs, sit-ins, site or building blockades, industrial disputes, fire, accidents, restraints affecting shipping or credit, non-arrival, delay or interruptions of any other means of transport, floods, storms, short or reduced supply or excessive costs of suitable raw materials, labour, or production difficulty; or any other such causes, circumstances or contingencies affecting Seller as to manufacture and delivery of the Products. Seller's Performance shall be deemed to be suspended during and extended for such time as any such circumstances or causes delay in its execution. Seller reserves the right during such period to apportion delivery of its available Products among its various customers at its discretion. Whenever such circumstances or causes cease to exist, Seller shall make and Buyer shall accept performance hereunder. The foregoing notwithstanding, if any event of Force Majeure affecting a party's performance under the Agreement shall continue for a period of ninety (90) days, the other party shall have the right to terminate the Agreement upon written notice to the affected party.

Article 10. Buyer's Insolvency.

Notwithstanding anything herein contained to the contrary, in the event Buyer defaults in any payment due to Seller or become subject to insolvency laws or executes an assignment for the benefit of its creditors or enters into voluntary or compulsory bankruptcy, Seller may at its option recall any undelivered Products in transit, but Seller shall nevertheless be entitled to claim against Buyer in respect of any loss or damage sustained by reason of the non-completion of the Agreement.

Article 11. Jurisdiction and Applicable Law.

These "Terms" and the Agreement between Buyer and Seller are subject to the law of France, giving no effect to the conflict of law provisions thereof and the UN Convention on Contracts for the International Sale of Products (CISG). Buyer agrees to submit all disputes arising out of the agreement, directly or indirectly, to the exclusive jurisdiction of the commercial courts of Lyon, France.