

GENERAL TERMS OF SALE – Rev 001 (01/01/2007)

Article 1 - General Points

- ✓ In the General Terms of Sale ("Terms") below, the following expressions have the following meaning:
 - "Buyer" means the customer, as well as any person who succeeds him or to whom the rights have been transferred, who buys the Goods.
 - "Goods" means the product(s) as specified in the SSI Proposition.
 - "Proposition" means the commercial proposition, as communicated by the SSI sales team to the Buyer prior to Order confirmation. The Proposition contains invariably an Incoterm (according to the definition of the International Chamber of Commerce (ICC) in force) and a geographical location to specify the terms and the delivery address of the Goods.
 - "Order" means the acceptance by the Buyer of the Proposition and represents a transaction between the Buyer and SSI for the sale of Goods to the Buyer.
 - The Order is carried out either through an order form sent by the Buyer and in conformity with the terms of the Proposition or through the signed acceptance respecting the deadline stipulated in the Pro Forma invoice (estimate). In either case it is the Buyer's responsibility to ensure SSI has duly received the document in question.
 - "Carrier" means the company which actually puts the Goods at the Buyer's disposal, according to the Incoterm and other terms in the framework of the Proposition.
- ✓ The Terms are applicable to each Order and take precedence over any other general purchase terms proposed by the Buyer.
- ✓ The initial wording of the present Terms is in the French language. Thereafter it has been translated into the English language. In case of dispute relative to the terminology used in these Terms, the French language shall prevail over the English language.

Article 2 – Price and Settlement

- ✓ The invoicing prices are those stipulated in the written Proposition and valid at the moment of the confirmation of the Proposition by the Buyer.
- ✓ Settlement terms are stipulated in the Proposition. Neither complaints nor claims entitle the Buyer to suspend settlement of the invoice
- ✓ In the absence of any specifications relative to the settlement terms the sole applicable settlement terms for the Proposition are upon Order (before delivery).
- ✓ Unless special dispensation is allowed by the SSI sales team, no discount is given for advance payment.
- ✓ Failure to respect the settlement terms agreed to in the Proposition, even the missing of one single due date, will result in the total of the amounts becoming immediately payable. It will also result in the suspension of delivery of any goods and the liability to late payment penalties defined as 1.5 times the legal interest rate in force + 2 points, net discount.

Article 3 – Delivery times

- ✓ Delivery times stipulated in the Proposition are for information only and delays will under no circumstances give rise to the payment of damages or lead to the cancellation of the Order.

Article 4 – Taking delivery – Damage – Missing Goods – Returns

- ✓ It is the Buyer's responsibility, when taking delivery, to make sure the Goods correspond to the products stipulated in the Order.
- ✓ Any reservation or claim in relation to the carrying out of the Order must be notified to the Carrier, countersigned by him on the delivery note and confirmed by fax addressed to SSI within 2 days following the delivery date.
- ✓ The Goods delivered will not be taken back unless written agreement by SSI is given. The absence of any reservation countersigned by the Carrier when taking delivery of the Goods by the Buyer precludes any complaint.

Article 5 – Cancellation of the Order

- ✓ SSI retains the right to cancel the sale entirely or partially and, according to its own judgement, in case of circumstances outside its control which are likely to stop, reduce or delay the manufacturing or the transport of the Goods and in case of a change in the Buyer's situation likely to jeopardize payment for the goods.
- ✓ The Buyer cannot carry out any cancellation of the Order without specific and written agreement of SSI.

Article 6 – Liability limits

- ✓ SSI is only responsible for the conformity of the Goods according to the specifications of sale and not for the results obtained through their use.
- ✓ Both as concerns the conformity of the Goods and as concerns the safety of possessions and persons, the Buyer is informed that Goods for which SSI has forwarded a Safety Data Sheet sometimes require sometimes specific storage conditions, mentioned in that document.
- ✓ The Buyer's attention is drawn to the necessity to ensure – prior to the Order – that the sales specifications of the Goods are in conformity with his needs.
- ✓ In case of disparity between the sales specifications and the Goods delivered, a complaint can be addressed to SSI provided this complaint is in writing, accompanied by a report drafted by an expert appointed of a common accord with SSI and sent to SSI within a period not exceeding 15 days after the delivery date.
- ✓ If the complaint is justified, SSI can replace the disparate Goods by an equivalent quantity or by compensation. In case of compensation granted to the Buyer, this compensation cannot be higher than the pre-tax sales price of the Goods considered disparate.
- ✓ With the exception of the points mentioned above, any other guarantees and SSI liability, of whichever nature, explicit or implicit, are excluded herewith and the liability of SSI and its insurers cannot be sought by the Buyer and his insurers for any loss or damage of whichever nature, physical, material or immaterial, whatever the cause.

Article 7 – Transfer of property

- ✓ Whatever the method of payment agreed to, only the actual receipt of payment by SSI of the total invoiced amount due constitutes payment.
- ✓ SSI remains the owner of the Goods sold and delivered until complete settlement of the sales price. The transfer of property will come into effect after receipt of payment on the last due date.
- ✓ The Buyer commits himself to taking out insurance which covers all the possessions required to carry out his activity, including products and Goods he will not be the owner of, as well as insurance which covers any other damage of whichever nature which may stem from transport, storage or use of the Goods, prior to the transfer of property of the Goods for his benefit.
- ✓ The Buyer commits himself to notifying SSI immediately if there is any reason which may compromise his right to ownership.
- ✓ According to the Incoterm used and the settlement conditions granted to the Buyer within the framework of the Proposition and the Order, the transfer of risk of the Goods to the Buyer can be carried out prior to the transfer of property.

Article 8 – Transfer of risk

- ✓ In the absence of any specification relative to the Incoterm in the Proposition, the Incoterm by default applicable to the Order is "EXW Goods manufacturing site."
- ✓ The assessment of the transfer of risk is carried out by applying the definition and rules of the Incoterm to the Order, as stipulated by the International Chamber of Commerce.
- ✓ The Buyer, when so compelled by the Incoterm, commits himself categorically to insuring the Goods against all damage which might occur during transport.
- ✓ The Buyer is the sole person responsible for the safety of property and persons as from the moment of delivery of the Goods and therefore accepts total responsibility, and at his expense, for the technical, human and organisational means required.

Article 9 – Jurisdiction

- ✓ Only French legislation is applicable to the Order.
- ✓ All contesting relative to the carrying out of the Order are exclusively in the area of jurisdiction of the competence of the court of our head office (Paris, France). This clause applies even in the case of summary proceedings, accessory claims or plurality of defendants, whatever the methods or terms of payment.
- ✓ The language of communication between parties in case of dispute is the French language.