

GENERAL CONDITIONS OF SALE (Subject to reserve of special conditions)

These general conditions of sale replace the previous conditions of sale, and may be changed without notice. They are drafted in French and in English, but in the event of dispute, the French version alone shall prevail.

CONTRACTUAL DOCUMENTS

By reason of the fact that the conditions of sale are appended to our offers, the customer shall in making an order implicitly acknowledge being fully aware of these conditions and accepting them notwithstanding the customer's own general terms of purchase.

SAINT-GOBAIN SULLY shall only be committed after acceptance by SAINT-GOBAIN SULLY itself of the orders of the customer, such commitment taking the form of the return of the acknowledgement of receipt of order. The order shall only be met as and when it is possible for SAINT-GOBAIN SULLY to do so, subject to SAINT-GOBAIN SULLY manufacturing capability and supplies available.

Our catalogues, lists, and technical or advertising documents are not contractual by nature, and may not be deemed to constitute a firm offer. Our cost estimates shall be valid for one month with effect from date of issue.

DELIVERY

1 - Delivery deadlines

Our deadlines for delivery are given for indicative purposes only. SAINT-GOBAIN SULLY shall not be bound by or held liable for any undertaking in respect of delivery deadlines in the event of delay arising from its own suppliers, random events, strikes, Act of God etc. When the meeting of deadlines depends in whole or in part on the performance of an undertaking or action by the client, the latter shall be indicated in suspensory conditions for the performance of the commitment or action (for example: supply of drawing, item, template, tooling, technical specification etc.).

2 - Transport

In respect of ex-factory sales, merchandise shall travel at the risk and peril of the addressee.

In respect of carriage paid sales, our customers shall on delivery bring to the notice of carriers losses or damage in accordance with the procedures and deadlines set out in Article 1054 and following of the Code du Commerce, failing which the items in question shall be invoiced in full notwithstanding any claim.

SALES

1 - Price:

Except if otherwise stipulated, our prices shall be for merchandise unpacked, ex-factory.

2 - Tooling:

All tooling manufactured or purchased by SAINT-GOBAIN SULLY for the purposes of production shall remain the property of SAINT-GOBAIN SULLY, unless expressly otherwise so stipulated. Any contribution by the customer to the costs of tooling represents no more than a fraction of its real value and shall not by any means entail transfer of ownership to the customer. Any such contribution shall be payable on ordering.

3 - Payment:

Except if otherwise stipulated in special conditions, our invoices are payable within 30 days.

If special conditions are granted, bills of exchange must be returned to us accepted within 8 days of their receipt.

In the event of any change to the legal or financial situation of the customer, we reserve the right even after partial performance of the order to require sureties in respect of

continuing performance of that order. In the event of orders payable at different due dates, the non-payment of any one such shall render the balance remaining due exigible forthwith.

In the event of deferral of payment or of non-payment by the agreed due date, penalty interest shall be levied and invoiced to the customer in respect of late payment at the interest rate for « avances sur titre » (advances against claim of payment) of the Banque de France, increased by 5 percentage points, and calculated from said date of default.

Any delay in payment is subjected to penalties to be required with prior formal notice issued in writing.

In the event of undue or unlawful obstruction, a penalty of 5% of amounts due may also be levied, in an amount no less than FF 500 ex. VAT, as a contribution to the expenses of dispute procedure, without thereby affecting legal costs claimable at a later date, if any.

4 - Claim under warranty:

Any and all claim in respect of error of delivery or apparent defect must be made by registered letter with acknowledgement of receipt within 8 days of receipt of the merchandise.

The SAINT-GOBAIN SULLY disclaims any and all responsibility in respect of fault or defect whether apparent or real and the consequences thereof resulting from the rigorous application of the requirements specified by the customer (quantified specifications, drawing, template, conditions of acceptance, definition and/or use of certain materials and products, etc.).

The colouring of our products may vary, depending on the composition of materials employed; we therefore do not guarantee absolute conformance of such colourings to earlier samples or deliveries.

By reason of the above terms and conditions, our company's liability shall be limited purely and simply to the replacement of merchandise acknowledged as non-conforming and returned to our plant at no cost whatsoever to ourselves in this or any other respect.

RESERVE OF OWNERSHIP

We reserve ownership in merchandise supplied until complete settlement of all amounts due and all sums accessory thereto. However, the purchaser shall take full responsibility for merchandise as soon as possessed of such.

The customer shall keep the merchandise in a manner such that it will not be mistaken for other equipment or material, and shall in particular retain identification marking.

In the event of failure to make full payment, the customer undertakes to return the equipment or material and shall take full liability for the cost of their refurbishment if any. In the event that a claim were to be made by SAINT-GOBAIN SULLY under the clause of reserve of ownership, SAINT-GOBAIN SULLY shall remain definitively possessed of any downpayments received.

JURISDICTION

In the event of problems arising in the performance of or from any agreements entered into, any and all dispute shall be the competence of the Tribunal de Commerce of Paris.