

SOPAP GENERAL SALES CONDITIONS

1. **OFFERS:** our offers are valid 60 days. At the expiry of this term the offer is no longer binding on us.
2. **ORDERS:** any order addressed to us implies full compliance with these general sales conditions, the contents of which cannot be amended by any different condition indicated in the Customer's order, that will be deemed null automatically and without further notification.

The annulment of ongoing orders shall be accepted only after payment of an indemnity compensating SOPAP SAS for damages.

3. **DELIVERY OF GOODS:** prices are, if not otherwise indicated on our order confirmation, always intended for goods delivered free at our works (Tournes - France), packaging and any other expenses excluded.

4. **DELIVERY TERMS:** delivery terms, even if established in our confirmation of order, are purely indicative as they are fixed by us barring unforeseen events. With this term, indicated by the acronym "B.U.E." (Barring Unforeseen Events) we intend:

a) insufficient technical data, customer's incorrect or delayed transmission of notifications and data necessary for order execution;

b) difficulty in purveying raw material;

c) total or partial strikes, power failures, storms, mobilizations, epidemics and anyhow any other cause of major force;

d) non-fulfillment of established payment conditions.

The occurrence of any one of the above causes does not make the customer eligible to claim penalties or refunds of any kind.

Delivery is intended as completed when the delivery note is signed by the carrier agent/representative, even in the event that the price does not include transportation. Once delivery has been effected, all risks related to the goods sold are acquired by the customer.

5. **SHIPPING:** shipping is always effectuated at the expenses and risk of the customer via the means deemed by us most suitable, unless otherwise instructed by the customer. Any losses, delays and damages attributable to transport shall not be chargeable to Sopap SAS. For all legal purposes, goods are intended as Customer-accepted at their exit from our factory.

6. **PAYMENTS:** payments shall be addressed to our domicile. The customer is responsible for the transmission of the amounts due to us, no matter which means chosen, anyhow subordinate to successful transmission.

Non-payment within the established term authorizes SOPAP SAS to charge the customer with overdue interest calculated 2 points percentage above the prime rate.

Delayed payment or non-payment also authorizes SOPAP SAS to immediately stop further material production and delivery, as well as to annul any further order, precluding all rights of the customer for any other title or reason. Any objection to the goods delivered does not exempt the Customer from complying with established payment conditions.

7. **PROPRIETARY CLAUSE:** SOPAP SAS reserves property over the material delivered until full payment of its price. Until settlement of the price, the purchaser shall be held responsible for any damages to the goods and for any liability deriving therefrom. In case of even partial non-payment, SOPAP SAS may immediately execute the return of the delivered and unpaid for goods without the need of any formality excepting the request for further damages.

8. **PRICES:** the prices indicated in the offers and order confirmations are those taken from the internal Price List in force at the date of issuance of these Conditions. SOPAP SAS anyhow reserves the right to make changes during supply should SOPAP SAS find itself forced to modify said Price List due to changes in its own production costs.

9. **WARRANTY:** The warranty issued by SOPAP SAS covers defects of any kind and entity and is valid for three years from the date of goods invoicing and regularly paid.

By warranty is intended the repair or replacement of the goods, free of charge, subject to SOPAP SAS verifying that the material is factory defective. The Customer or plant shall notify the company about the defect within 8 days from the reception of the goods, when it is visible and detectable at fitter start-up; or within 8 days from the discovery of the defect in the case of installed and operational groups.

The contested goods shall be sent to our plant free of any transport or packaging expenses for the necessary verification, with the exception of the obligations of repair or replacement set forth above.

Any warranty is anyhow invalidated when the Customer carries out or commissions repairs or changes without prior written consent by SOPAP SAS.

SOPAP SAS will not accept any responsibility for changes to designs, specifications, dimensions or ratings ("design") which other manufacturers or suppliers may have made to their devices or might take in the future. It is your responsibility to examine the design of the original device and satisfy yourself (by whatever means necessary) that the device being considered as a replacement or for general use is dimensionally interchangeable and fully compatible with the original device or any other device or equipment it is intended to replace or to be used.

10. **LEGAL DOMICILE AND COMPETENT JURISDICTION:** The legal domicile of SOPAP SAS is at its main offices. Any controversy or claim arising out of or relating to this contract, or the breach hereof, shall be submitted to and resolved by the Court of Paris (France), with such arbitration to be held in Paris, France in accordance with the Court's Rules then in effect. The arbitration shall be conducted by one arbitrator, as selected by the Court. Any award or decision rendered in such arbitration shall be final and binding on both parties and judgment may be entered thereon in any court of competent jurisdiction if necessary.

MATERIALS CANNOT BE RETURNED