

SEAL FRANCE GENERAL TERMS AND CONDITIONS OF SALE

1) Offer – orders

The offers made by phone, fax or e-mail do constitute engagement after the acknowledgement of receipt of order sent out by SEAL France. Figures and prices are fixed for the period mentioned on the order receipt form. A minimum amount of €2 will be applied on each order line and €80 for the monthly billing, unless agreed by the sales department.

In case of total or partial cancellation of order by the Customer, the expenses incurred for the product manufacturing, finished parts, in production or in the process of being delivered, will be billed and recovered from Customers.

2) Engineering expenses - tooling

In terms of tools, unless in writing signed by the parties, the following conditions shall apply.

Studies, formulations, projects, prototype parts, samples and documents relating to the tools, designed by SEAL France and handed over to the buyer, shall remain property of our company. It may be not used, reproduced or communicated to the third parties without our written consent. They are not patentable and cannot be used as a model, except for our company.

The engineering and development expenses are on our duty, a contribution to the costs of tooling shall be billed to the Customer. This contribution does not confer any right of property on the tooling, to the Customer. The tooling remains in our workshops and we ensure the upkeep and maintenance, to the wear, change and catering costs will be charged to Customers. Tools payment: a down payment of 50% of the purchase order, 50% on the delivery of the pre-series.

If no order relating to the tooling, is registered during a period of 5 years, our company may reserve the right to free up this tooling and if necessary, to destroy it.

An allowance for engineering and development expenses will be due if the production of the final tool is not followed by the order planned, within 6 months.

Furthermore, in case of special design requiring the acquisition of special material, an additional allowance will be due, calculated on the purchase price and on the remaining period until the expiration of 5 years.

3) Delivery – shipping

Our delivery terms are given for information, except in the event of a stipulation to the contrary agreed on by us at the order, no compensation can be claimed.

Our delivery terms are subject to cases of force majeure as fires, strikes, lock-out, delays or cancellation of transportation, contingent business interruption... Under no circumstances shall any delays of delivery entitle the Customer to cancel an order or claim any allowances.

The goods for delivery by Supplier travel for account and risk of Customer, whatever the mode transport and the payment terms of transport. In the event of missing, damaged goods or delays, the purchaser must express all the reservations that he/she deems useful to the carrier responsible within the deadlines set by law (within 3 days of receipt of the goods) and also address a copy to SEAL France.

The packaging and freight costs will be charged to Customer unless otherwise specified on the acknowledgement of receipt of order.

4) Quality

We cannot be held responsible for any accidents arising during the handling of products if we have not been consulted, at time of approval of estimate, the uses for which they are intended.

We will not accept any responsibility if the technical qualities relating to these uses were not clearly specified to us and accepted by us, in the tolerance ranges in effect.

We deny any liability resulting from a misuse of the product or of the storage. When the product supplied is assembled, by the Customer or third parties, they are responsible for the adequacy of

the products at use. Any lack of mounting design will invalidate the warranty.

In the event where the Customer ensures the supply of accessories at the rubber parts manufacturing, the guarantee of SEAL France could come into play, only, if the Customer does respect the commitment made in relation of delivery terms, quantities and specification of the elements to be provided. No liability can be accepted in case of product failure or maladjustments of the components.

If the Customer provides plan and model, he must ensure that they are not protected (patent, license, trademark registration...) and to guarantee himself/herself from any potential claims.

The information, pictures, drawings and prices indicated on the catalogue, rate and estimate shall not involve SEAL France which reserves the right to make any changes.

5) Guarantee

Any claim, regarding quality and quantity of the products delivered, will have to be made within 15 days of the delivery. No goods may be returned without the prior, written agreement of our company. All goods returned by the Customer must be received by the Supplier in the condition such goods were shipped by the Supplier and must be properly packaged. The carriage costs shall be payable by the Customer, except with prior agreement of the sales department. In the case of material not conforming to the specifications of the order, our company's liability is strictly limited to the obligation to replace the non-conforming goods, to the exclusion of any damages. In case of special design we reserve the right to deliver up to 10% more or less of all the quantities provided for in the contract.

When in the purchase order it is specified "products for food contact application", we are committed to using only materials in accordance with the regulations in force, guaranteed for this use by our suppliers.

6) Payment

The payment of the invoices must be addressed to Seal's registered office in accordance with the contractual agreement with our Customers. The total or partial default of payment of the invoices shall involve the immediate payability as well as the suspension or cancellation of the current orders. Any not paid sum, when due appearing on the invoice, will result in the application of penalties in an amount equal to three times the statutory rate of interest.

In the event the invoice amount does not reach €80, fixed fees of €30 will be charged to Customer. For any invoice lower or equal to €100 a payment within 30 days will be requested.

7) Reservation of property

By placing an order through our company subordinated to the Customer acceptance of the reservation of property, in accordance with the law n°80.335 of May 12, 1980. The goods provided will remain our property until the last day of the complete payment (full payment and accessories). In case the payment is not effected in the period forecasted by the parties, the Supplier reserves the right to take back the delivered good.

8) Intellectual Property

SEAL France logo and trademark are registered and its use by any other organization is not allowed without expressed, written permission.

9) Dispute

All disputes or complaints will be submitted to the courthouse of Perpignan, having exclusive jurisdiction, the attributive clauses will prevail over other contradictory jurisdiction, and that, even in case of appeal in guarantee.