

## GENERAL TERMS AND CONDITIONS OF SALES

### General Remarks

(a) These General Conditions of Sale were established according to the standard practice in the European Community member countries.

These General Conditions will be deemed accepted without reserves by the Buyer for all supply of Products and associated materials as well as settlements/benefits and services, (hereinafter called the Products) provided by Bozel Europe SAS (hereinafter called the Seller) to the Buyer (hereinafter called the Buyer) collectively hereinafter called the Parties.

These General Conditions will apply to the Buyer whatever its own nationality.

They therefore constitute the legal basis for all provisions of the Products by the Seller, which do not come under particular written conventions between the Parties.

(b) These General Conditions supersede any other document or general conditions of purchase of the Buyer adding conflicting or inconsistent with the provisions hereof unless expressly agreed by the Seller in writing prior to the order. Consequently, an order transmitted by the Buyer implies acceptance without reserve of the Buyer to these General Conditions, unless specific conditions are accepted in writing between the Seller and the Buyer.

(c) All other documents issued by the Seller, and in particular notices, advertising, catalogues, shall be considered as purely indicative and non-binding.

### 1. Orders and Acceptance

1.1 An order of the Buyer may only be considered as valid and binding when it has been expressly accepted by the Seller in writing.

1.2 The acceptance of the order shall be confirmed by the Seller in writing.

1.3 The order from the Buyer is irrevocable and may not be amended except with the agreement of the Seller.

In any case no modification will be accepted by the Seller after shipping of the Products.

### 2. Quantities and Quality

2.1 Unless otherwise agreed, all quantities of Products delivered hereunder shall be determined by reference to weights obtained at point of origin. The weights are final at point of origin. Such weights shall be determined by certified scales, if available, and if certified scales are not available such weights shall be determined in such manner as mutually agreed by the Seller and the Buyer. Quantities of Products delivered into vessels or barges shall be determined by draft survey.

2.2 The Seller warrants that all Products delivered hereunder shall conform to the specifications furnished by the Buyer. The tolerance on quantity delivered is +/- 10(ten)% from the contractual quantity.

### 3. Deliveries

3.1 Deliveries hereunder shall be made within the usual business hours of the delivering facility or at such times as may be mutually agreed by the Parties. The delivery dates given by the Seller are indicative only and shall not be taken as a basis for late delivery claim or cancellation by the Buyer.

3.2 The Buyer shall furnish reasonable advance notice with respect to the particulars of each delivery. At the time of giving such notice, the Buyer shall promptly furnish the Seller with all shipping instructions as reasonably requested by the Seller.

3.3 Fuel surcharges (however designated), if any, imposed upon the Seller by any delivering transportation company shall be added to and made part of the price of the Products delivered hereunder.

3.4 Upon Products readiness notification from the Seller, the Buyer shall immediately instruct the Seller of delivery instruction or pick up the Products at the designated point. The Seller shall invoice the Products to the Buyer immediately after Products readiness notification.

3.5 The Seller shall ship the Products to the Buyer at the latter's expense if the Buyer has not given delivery instructions or picked up the Products after a period of fifteen (15) days. When a contract is concluded for delivery within a fixed time frame, at the end of the said period, if the Buyer has not called the entirety of the Products for delivery, the Seller shall to its discretion either ship the Products to the Buyer or cancel the contract for the remaining quantities.

### 4. Transfer of risks

Subject to the terms of the present General Conditions, the transfer of risks is governed by the INCOTERMS published by the International of Commerce 2010 Issue, specified by the Seller in the confirmation of the order.

### 5. Prices

5.1 The prices of the order agreed by the Seller shall be applicable. When prices are stipulated Ex Works and, unless otherwise agreed, exclusive of freightage and packaging costs. Any applicable VAT valid at the date of delivery will be charged in addition to the price.

5.2 Freightage shall be billed based upon the actual weight of the Products plus packaging.

5.3 In case of a major increase in the prices of materials, wages, freightage, energy, sales and transactions tax or duties which could not have been foreseen at the date of the offer of the Seller and is beyond his control, the Seller shall have the right to increase the price in proportion thereto, but only up to a maximum of 15(fifteen) % of the agreed gross price.

### 6. Payment

Unless otherwise specifically agreed, all amounts payable hereunder shall be paid by the Buyer in cash or by wire transfer to the Seller's designated account within thirty (30) days from the date of the invoice. The quantities stated on the Seller's invoice shall govern. All past-due amounts shall bear interest at the legal interest rate + 50(fifty)%.

In the event of late payment, the Seller will be able to suspend all current orders without prejudice to any other cause of action.

### 7. Reserved right of ownership

The transfer of ownership of the Products will take place after the complete payment of their price. This clause shall not prejudice the transfer of risks of the Products, which shall be transferred to the Buyer from the date of delivery with reference to the INCOTERMS specified in the offer of the Seller.

### 8. Hazard Warning Responsibility

The Buyer acknowledges that there may be hazards associated with the use, storage or handling of the Products sold hereunder. The Buyer assumes all responsibility for the use, storage and handling of the Products as well as for the issuance of any requisite warning to its employees, independent contractors and subsequent the Buyers relating to any hazards to person and property associated with the Products.

### 9. Liabilities and Indemnity

The Buyer shall hold harmless and protect, defend and indemnify the Seller from and against any and all liability for loss of or damage to the property of the Buyer or any third party and for any and all liability for injury (including death) to any person, including the Buyer's employees and for any and all liability for claims or actions of any nature arising out of or in connection with the Products following delivery by the Seller to the Buyer.

The Buyer shall indemnify the Seller against all financial damages following order cancellation by the Buyer.

### 10. Force Majeure

Are considered as events of force majeure or acts of God, events outside the control of the Parties, which they could not reasonably have been expected to foresee, and that they could not reasonably have avoided or overcome, in so far as their occurrence renders performance of their contractual obligations impossible.

The following are notable examples of force majeure, without limitation, acts of God releasing the Seller from its obligation to deliver the Products within the agreed time period: a strike by the whole or part of the staff of the Seller or by the usual carriers, fire, explosion, accidents, flooding, war, shutdowns in production due to unexpected breakdowns, the impossibility to be supplied in commodities, epidemics, road blockages, strike or cutting of electricity supply, or break in supply for a reason not attributable to the Seller, and any other cause of a cut in supply by the Seller's suppliers, acts of God and the public enemy, the elements, fire, explosion, accidents, breakdown, and other industrial, civil, or public disturbance, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body of authority, civil or military.

In such circumstances, the Seller will give written notice to the Buyer, notably by fax or email, within 48 (forty-eight) hours of the occurrence of the event, the contract between the Seller and the Buyer thus being automatically suspended without indemnity, from the occurrence of the event. However, obligations to make payments then due for Products delivered hereunder shall not be suspended and the cause of such inability (other than strikes or lockouts) shall be remedied, as far as possible, with reasonable dispatch. Settlements of strikes and lockouts shall be wholly within the discretion of the buyer experiencing difficulty.

### 11. Taxes

Prior to the time of delivery hereunder the Buyer shall furnish the Seller with the appropriate tax exemption certificates with respect to all federal, state or local taxes, tax surcharges, levies, duties, fees, imposts and the like (collectively, "taxes") for which the Buyer is permitted or required by applicable law to claim exemption. In the event that the Buyer does not furnish the Seller with such exemption certificates as aforesaid, then the Buyer shall be responsible for and shall pay to the Seller at the time any payment hereunder is or becomes due, the full amount of any such taxes imposed on, with respect to or which are measured by the Products delivered hereunder, the transaction as between the parties hereto or the manufacture, storage, delivery, receipt, purchase, sale, exchange, use or inspection of the Products.

### 12. Assignment

Neither party shall assign the whole or any part of its rights or obligations hereunder directly or indirectly, by operation of law or otherwise, without the prior written consent of the other party.

### 13. Claims – Return of Products

13.1 The Products must be checked by the Buyer on delivery, and any complaint, reservation, dispute regarding missing items and non-conformity of the Products, must be made by written notice to the Seller within 3(three) days.

13.2 It is expressly agreed that after the expiry of this time period, the Buyer will no longer be able to invoke the non-conformity of the Products, nor raise it in any counterclaim as a defence against any claim for the recovery of debts brought by the Seller.

13.3 Defects or deterioration of the Products supplied following abnormal storage conditions by the Buyer, notably in the case of an accident of whatever nature, may not give rise to any claim against the Seller.

13.4 Any return of the Products must be formally agreed by the Parties. Any products returned by the Buyer without the consent of the Seller will remain at the disposition of the Buyer and would not give rise to the creation of any credit note. The costs and risks of return will always be borne by the Buyer.

No return of Products will be accepted after a period of 3(three)days following the date of delivery.

The returned Products are accompanied by an explanatory notice fixed on the package and must be in the same condition as when delivered by the Seller.

13.5 Any return accepted by the Seller would result in a credit note in the Buyer's favour, after checks on the quality and quantity of the Products returned; if the return is not effected following the above procedure, the Buyer will lose his deposit given to the Seller.

In the case of an apparent defect or non-conformity of the delivered Products, duly noted by the Seller in the conditions set out above, the Buyer will be entitled to replacement free of charge, or repair of the Products at the choice of the Seller, to the exclusion of any indemnity or damages.

### 14. Warranties

14.1 Except for the warranty of title and the technical specifications of the Products, THE SELLER MAKES NO WARRANTY OF ANY NATURE, EXPRESS OR TACIT, IN CONNECTION WITH THE PRODUCTS INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. IN PARTICULAR THE SELLER SHALL NOT BE LIABLE IN ANY CASE WHATSOEVER UNDER THIS GENERAL CONDITIONS FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

14.2 In any case, the Seller's warranty is limited to the replacement or repair of the defective Products.

14.3 The warranty is limited to the first 3 (three) months of use. The Products will be deemed to have been used by the Buyer at latest 4 (four) months after delivery to the Buyer. The guarantee automatically ceases at the end of this period.

The warranty automatically ends if the Buyer has not informed the Seller of the alleged defect within 3(three) days of its discovery. It is for the Buyer to prove the date of discovery of the defect.

14.4 Claims can only be brought by the Buyer for the Products, which have become his property.

14.5 The Seller will not cover damages or wear and tear resulting from an adaptation or setting which is special, abnormal or which result from an unforeseen use of the Products.

### 15. Liabilities and Indemnity

The Buyer shall hold harmless and protect, defend and indemnify the Seller from and against any and all liability for loss of or damage to the property of the Buyer or any third party and for any and all liability for injury (including death) to any person, including Buyer's employees and for any and all liability for claims or actions of any nature arising out of or in connection with the Products following delivery by the Seller to the Buyer.

The Buyer shall indemnify the Seller against all financial damages following order cancellation by the Buyer.

### 16. Breach of contract -Termination clause

16.1 In the event of default in payment, the sale will be automatically terminated 48(forty eight) hours after a formal notice which has remained ineffective, if so desired by the Seller, who can request, through summary application, the return of the Products without prejudice to any right to damages. The termination will affect not only the order in question, but also all previous unpaid orders, whether those Products have been delivered or are in the course of being delivered whether their payment is outstanding or not.

In all the preceding cases, the sums that would be due in relation to other deliveries, or for any other reason, will immediately become payable if the Seller does not opt to terminate the relevant orders.

The Buyer will reimburse all costs incurred in such recovery of the sums due.

In no case can payments be suspended nor be the object of any compensation without the prior written consent of the Seller. Any partial payment will be ascribed firstly to the non-privileged part of the debt, and then to the sums, which were due first in time.

16.2 Any deterioration of the Buyer's credit can justify the requirement by the Seller of payment before satisfaction of the orders received.

The Seller reserves the right, at any time, due to the risks involved, to fix a credit limit for each Buyer and to require certain time limits for payment or certain guarantees.

This notably is the case if a modification, or if an assignment, rental, pledge or transfer of business has an unfavourable effect on the Buyer's credit.

### 17. Ethical Dealing

Each party represents and warrants that it has not given or received and shall not give or receive any commission, payment, kickback, secret rebate or other thing of value to or from any employee or agent of the other party or to any supplier of services in connection with this Agreement. Each party acknowledges that the giving or receiving of any such commission, payment, kickback, secret rebate or other thing of value constitutes a breach of ethical standards, is a potentially violation of applicable law and may result in immediate termination of this and other outstanding agreements between the Parties.

### 18. Compliance

The invalidity of the whole or in part of any provision hereof shall not affect the validity of the remaining part of that provision nor any other provision. The invalid provision shall be replaced by a valid provision the effect of which corresponds as closely to that of the invalid provision. Verbal statements, especially any information, recommendation or advice must be confirmed in writing in order to be effective. The same shall apply to any amendment of the preceding sentence.

### 19. Governing Law- Jurisdiction

19.1 This Agreement shall be governed by and construed in accordance with the laws of France, to the exclusion of all other laws, and supplemented by the Vienna Convention on the international sale of products.

The Seller elects as its domicile its head office.

19.2 The place of performance for both parties is the place of the head office of the Seller. Any dispute over the application of these General Conditions and their interpretation, their performance, payment of the price, will be governed by the commercial court in the place of the head office of the Seller, whatever the place of the order, of delivery, and of payment and the method of payment.

Bills of exchange do not make novation nor derogation from this clause-attributing jurisdiction. The allocation of jurisdiction is general and will apply, whether in relation to a main claim, an incidental claim, an action on the merits or an interim application. The Seller shall also be entitled to institute legal proceedings at Buyer's place of business.

Moreover, in the case of a court action or any other action to recover debts by the Seller, the costs of any order, as well as lawyer and bailiff fees, and all incidental costs will be at the charge of the Buyer in default, as well any costs linked to or resulting from the non-respect by the Buyer of the payment and delivery conditions governing the order agreed by the Seller.

### 20. Waiver

Waiver by either party of a right hereunder does not constitute waiver of its right to invoke these same clauses at a later date.

### 21. Variance and/or Conflict

In the event of any conflict between these General Terms and Conditions and the Particular Terms relating to a given transaction, the latter shall prevail.

### 22. Headings

All paragraph and sub-paragraph headings used herein are for convenience of reference only and shall not be considered in the interpretation or construction of any provision hereof.

### 23. Notices

All notices, statements, and other communications to be given, submitted or made hereunder by either party shall be properly given if in writing and sent by overnight courier or by certified or registered mail, return receipt requested, to the other party.