



## **GENERAL TERMS OF SALE**

The present General Terms of Sale apply to all sales contracts issued by SAS ERIE EUROPE, except if an agreement has otherwise been signed by both parties, with the parties being designated as SAS ERIE EUROPE and the buyer. On signing the contract, the buyer declares having acknowledged and accepted all the present General Terms of Sale. Any condition laid down by the buyer at any time will be considered null and void.

### **1. Offer**

Any offer specified as "firm" is valid for 24 hours as from its date of issue by one of the legal representatives of SAS ERIE EUROPE. Any offer not specified as "firm" is issued for information purposes only. All offers are subject to the special conditions detailed therein, as well as to the present General Terms of Sale, systematically excluding the general terms of purchase of the buyer, even if they are presented at a later date than the present General Terms of Sale and are not contested by SAS ERIE EUROPE.

### **2. Written sales contract**

All "firm" offers that are returned, signed, by the buyer within the time limit specified above, will result in the issuing of a written sales contract by SAS ERIE EUROPE, detailing all conditions specific to the offer involved and which will be sent to the buyer. This contract must be signed and returned by fax or e-mail within 24 hours of the date of issue. If it is not returned, or if it is returned unsigned, within 24 hours, SAS ERIE EUROPE reserves the right to consider the contract null and void. Contracts must carry the signature of at least one of the two Directors, the legal representatives of SAS ERIE EUROPE.

### **3. Cancellation of the contract**

Cancellation of the contract by the buyer, or by SAS ERIE EUROPE due to the buyer, particularly due to their failure to pay, will result in the payment of compensation to SAS ERIE EUROPE. This compensation will comprise the full amount of the sales price of the cancelled contract, plus any applicable late payment penalties, under article 11, relating to any unpaid invoices and all other costs (e.g. transport or storage) involving the operation and its cancellation.

### **4. Defective or late delivery or dispatch**

Apart from cases of exempting external causes and all cases of force majeure, SAS ERIE EUROPE shall not be responsible for defective or late delivery of the agreed quantities, when the defect is due to an abnormal event such as the breaking or breakdown of machinery, failure on the part of a supplier or a subcontractor, a shortage of raw material, etc. with the delivery lead time or the date of dispatch always given for information purposes only. Extending its lead time may not in any event result in the buyer ending the contract, or entitle them to any compensation.

### **5. Failure to meet the collection deadline**

When the buyer is responsible for collecting the goods within a certain time limit, failure to meet the deadline shall entitle SAS ERIE EUROPE either to terminate the contract in whole or in part, or to revise the agreed sales price and/or to invoice extra costs without prejudice to any compensation as provided for in article 3.

### **6. Price revision**

When the sales price is modified or adjusted, even indirectly, by decisions or prices fixed by domestic or EU authorities (such as the intervention price, the award price, export taxes or customs duty), any price increase is immediately and automatically passed on to the sales prices without any consequence on the sales contract.

### **7. Costs and subsidies**

All taxes, fees, customs duties, negative adhesion or monetary compensatory amounts, levies or, more generally, any domestic or EU collections and their increases are to be borne by the buyer. Any increase in these costs that is borne by SAS ERIE EUROPE shall result in an immediate and automatic revision of the sales price, when they are included. All subsidies, refunds, positive adhesion or monetary compensatory amounts or, more generally, any amounts granted by the EU, local or national authorities, or their increases, will benefit SAS ERIE EUROPE and affect all or part of the sales price. The provision by the buyer of the documents required by SAS ERIE EUROPE, and especially Proof of Arrival at Destination, is a direct condition for obtaining these benefits, as is the buyer respecting the export ban and any other regulation resulting from these benefits. Any failure by the buyer or any other cause that leads to the suppression or a reduction in these benefits will result in an immediate and automatic revision of the sales price without any consequence on the sales contract.

### **8. Approval**

In the event of sea transport, all goods must be irrevocably approved prior to loading at the expense of the buyer, using a specialised firm if necessary. In other cases, all goods that are not subject to reservations within 24 hours of reception are considered to be approved. The liability of SAS ERIE EUROPE is strictly limited, at its choice, to either a simple exchange or reimbursement of the goods.

### **9. Transport risks**

The buyer always assumes full risk for the transport of goods, even when transport and/or insurance costs are borne by SAS ERIE EUROPE and this is in accordance with the Incoterm designated in the contract.

### **10. Methods of payment**

The methods and means of payment, deadlines, order deposit or full payment in advance are detailed in the contract.

### **11. Late payment**

Any late payment may result, as of law and without prior formal notification, in the application of late payment interest equal to the legal minimum, namely 3 times the legal rate of interest. Formal notification will then be sent to the buyer in a registered letter with acknowledgement of receipt, accompanied by the invoice to which the late payment interest has been added. If this invoice also remains unpaid after a 15-day period, an additional late payment penalty of 5% of the amount of the invoice will be applied as of law, together with a flat payment of €2,500 for administrative costs. As soon as a payment is overdue, any other invoice not yet due becomes immediately payable and SAS ERIE EUROPE is entitled to suspend any deliveries until full payment has been received. Likewise and whether delivery has taken place or not, SAS ERIE EUROPE is entitled to cancel as of law any contracts in progress with full costs against the buyer, and, under article 3 above, claim for compensation arising from this cancellation. In addition, SAS ERIE EUROPE may demand the return of goods delivered at the expense of the buyer under article 13 below, and, if not forthcoming, may proceed to seize them using any means it wishes.

### **12. Credit insurance**

If the credit of the buyer deteriorates, SAS ERIE EUROPE reserves the right, even after part of a contract has been performed, to demand that the buyer supply guarantees that are deemed appropriate to ensure fulfilment of the buyer's commitment. Refusal to provide these entitles SAS ERIE EUROPE to cancel all or part of the contract.

### **13. Retention of title**

SAS ERIE EUROPE shall retain title of the goods until they have been fully paid for as agreed in the contract and as they may have subsequently been revised under articles 6 and 7 of the present General Terms of Sale. If the buyer fails to pay all or part of this price, SAS ERIE EUROPE shall be entitled to demand the return of the goods at the expense of the buyer and, if not forthcoming, may proceed to seize them using any means it wishes.

### **14. Applicable law**

French law applies exclusively to the present contract.

### **15. Jurisdiction**

Any dispute directly or indirectly involving the sales contract or its performance is under the exclusive jurisdiction of the Paris Commercial Court.

### **16. Primacy of the French version**

In the event of a discrepancy between the French and the English versions of these General Terms of Sale, the French version shall prevail.