



GENERAL CONDITIONS OF SALE

PREAMBLE

These general conditions of sale shall apply to all sale contracts entered into by our Company. Absent written objection within 8 days from acceptance of a product as attested to by Tetrachim's delivery slip, these general conditions of sale shall be deemed accepted without reservation.

ARTICLE 1 - ORDERS

Any agreement entered into by our agents and all orders sent directly to us shall not be final unless confirmed by us. In the course of performance of an order, any changes requested by the principal shall not be taken into account without an amendment to his written order. Our confirmation alone shall render such amendment or writing final and binding.

ARTICLE 2 - PRICES

Our prices shall be firm only for deliveries duly made within 30 days from receipt of the order. Beyond this period they may be revised based on the prices in force on the actual day of delivery. Moreover for any order which requires imported raw materials, our prices shall in that case be subject to the rates of exchange and shall eventually be revised at the time of invoicing. Our prices are understood to mean exclusive of tax and insurance, ex-works.

When our prices are stated carriage-paid, this means only that we shall pay transport charges but without the inherent risks. We shall handle shipping of the products only upon request of the customer but under his responsibility and as a service (see Article 6).

For international sales our goods shall be sent from our installations or warehouses FOB, FOR, FOT, CIF, CF or in any other manner agreed to with our customers on the basis of the definitions published by the International Chamber of Commerce of Paris in the latest edition of the 1990 INCOTERMS as concerns in particular the obligations and rights of parties for each type of sale.

ARTICLE 3 - INVOICING AND CONDITIONS OF PAYMENT

Invoices shall be drawn up the day the product is available for delivery. Payments shall be made 30 days end of the month of invoicing. The non-payment of a bill or an invoice upon its due date shall result in all of our payments becoming automatically due as well as the corresponding late payment interest calculated on the basis of the applicable banking rates for the duration of the delay.

ARTICLE 4 - DELAYS IN PERFORMANCE

Our delivery dates are merely indicative and any delays may not in any event justify cancellation of the order by the principal or result in penalties. Our Company shall invoice warehouse charges in the event the principal has not taken delivery of his goods within one month from the date of notification of availability for delivery or failed to provide instructions in order that we might make the delivery.

ARTICLE 5 - FORCE MAJEURE

The deferment of delivery shall be equal to the period of the unexpected difficulty caused by the occurrence of a case of force majeure. Force majeure shall mean mobilization, war, epidemic, strike, shortage or delay in delivery of raw materials, fire, material accident or any cause capable of impeding or interrupting deliveries.

ARTICLE 6 - TRANSPORTATION AND DELIVERY - PASSING OF RISKS

The net weight giving rise to the invoicing shall be that acknowledged by weighing ex our installations and warehouses. Both outwards and on return, the loading, wedging and transportation of equipment shall be made at the principal's risk even when the equipment is shipped carriage paid ex our establishments. We disclaim any liability in the case of shortage, loss, damage or delay.

Given that the passing of risks shall take place upon delivery of the goods, the buyer alone shall be responsible for safeguarding his rights vis a vis the carrier by formulating his reservations within the deadlines and in the forms set by the applicable rules in the area. Tetrachim reserves the right to designate the method of transportation and the carrier up until the place of delivery. The buyer shall be responsible for the costs and special modalities of transportation required by it. The goods shall be insured only upon the request of the buyer and at the buyer's expense.

ARTICLE 7 - TRADEMARKS

The trademarks under which our products are sold are the exclusive property of the manufacturers and their use in any form whatsoever by our customers shall be subject to our express authorization.

ARTICLE 8 - USE OF THE PRODUCTS SOLD

Given that Tetrachim's obligation is limited to the supply of the ordered products the customer alone shall be responsible for the choice and conditions of use of the products sold. It shall be up to the customer to make sure before ordering that the product corresponds

to the use contemplated by it.

Upon request Tetrachim shall endeavour to provide information and technical assistance with respect to the products sold free of charge at the seller's [sic] risk. Tetrachim disclaims any obligation or liability for the advice or assistance given or the results obtained.

The technical specifications (or data sheets) for the products sold which the buyer undertakes to read are merely indicative and may be subject to variation. The buyer shall verify with Tetrachim that he is in possession of the latest, updated document. The buyer shall be wholly responsible for damages resulting from the use of the products sold. We disclaim any liability with respect to the use of and any damage caused to equipment which the customer covers with our products.

ARTICLE 9 - CLAIMS

- a) The failure of the buyer to make any reservations upon the delivery of the products shall bar any claims concerning patent defects.
- b) No claim shall be admitted in the event the goods are not used for a purpose or according to a process normally recognized or for a use which we have not accepted beforehand.
- c) No goods shall be returned without our prior written authorization.
- d) No claim shall be admitted after the goods have been treated or transformed in any manner whatsoever.

ARTICLE 10 - WARRANTIES

Considering Articles 8 and 9 hereinabove, we agree to replace any goods delivered which are acknowledged by Tetrachim as being defective, exclusive of any damages. Our Company warrants its products and goods for a variable period depending on the products. The warranty does not cover any deterioration or damages resulting from a faulty adaptation of the products to the instructions, or a faulty use (in particular any mechanical or thermal shock), or resulting from an accident or normal wear and tear.

We shall in no event be liable for accidents caused to persons or goods, even as a result of a flaw or defect in the products sold.

This warranty is limited to the exchange of the goods or coated products which have been acknowledged defective; we shall in no manner whatsoever be liable for the labour costs resulting from the assembly or the dismantling (or the repair of the coating support) or for the costs and consequences of the idleness of the equipment or transportation.

ARTICLE 11 - JURISDICTION

In the event of a dispute, the parties shall make an attempt at conciliation, eventually through the mediation of their respective professional organizations.

It is expressly agreed that the Meaux court having jurisdiction shall have sole jurisdiction concerning any dispute in which we are involved, whether it concerns a principal claim, an action for impleader or forced intervention, or a summons for a summary proceeding for urgent measures, even if there are several defendants.

In the event the buyer is summonsed by a third party before another court, he hereby agrees not to summons our Company before any other jurisdiction in an action for impleader. In any event French law shall apply.

Date

Signature