

GENERAL TERMS AND CONDITIONS OF SALE

1 – PURCHASE ORDERS:

- 1.1. Any order implies full acceptance and application of our general terms & conditions of sale.
- 1.2. The orders are considered as firm and definitive only when a purchase order onto company's headed paper has been signed by the customer. The orders are firm once the order form has been signed.

2 - PRICES:

- 2.1. All prices are quoted as net prices and do not include Value Added Tax (VAT). Our prices are invoiced on the basis of current price lists from the date of delivery, except any formal written particular conventions.
- 2.2. PARIS FLUIDES SYSTEMES TECHNOLOGIES (or AFRIQUE CENTRALE FLUIDES SYSTEMES TECHNOLOGIES) reserves the right to adapt its prices constantly.
- 2.3. Packaging is included in the price, unless otherwise stipulated, or in case of a special packaging required by the purchaser, or the need by nature and quality of the delivered product.
- 2.4. For any order lower than 50€, a fixed sum of 20€ will be applied.
- 2.5. No minimum order for an order placed via the Web site: www.swagelok.com.fr
- 2.6. All of our certificates are paying documents according to an established tariff, available on request.

3 - TERMS OF PAYMENT:

- 3.1. Unless otherwise stipulated, all our invoices are payable at the latest 30 days after the invoice date.
- 3.2. In the event of late payment, the purchaser will become subject to penalties. The interest rate will be applied by the European Central Bank (ECB) to its most recent main refinancing operation increased by 10 points of percentage, payable automatically without the necessity of a reminder, in accordance with the provisions of the article L 441-6 of the Commercial Code.
- 3.3. At all events, in the event of late payment, the purchaser will be indebted of a fixed allowance for bank charges of an amount of 40€, in accordance with the provisions of the article L 441-6 of the Commercial Code.
- 3.4. In the event of partial delivery, each delivery could be invoiced as an overall market. No deductions from payments could be invoiced by the purchaser whatever the cause or the reason.
- 3.5. In the event of split payment: it is expressly stipulated that the non-payment of one installment at the scheduled deadline, involves the immediate payability of the entire outstanding debt, without the need for any particular formality.
- 3.6. **Penalty Clause:**
The purchaser expressly acknowledges and accepts that in the event of non-payment within the specified terms; he will be liable for damages fixed on a lump sum and irreducible basis of 15% of the unpaid amount with a minimum of 100€, without notification of default. Moreover, non-payment by due date of any amount could involve -by simple notification- the entire outstanding debts, even those that are not yet payable.

4- TRANSPORTATION OF GOODS SOLD:

- 4.1. The goods sold travel at the recipient's own risks who only has a recourse against the carrier, even in the event of shipping free of carriage.

5 - DELIVERY TIMES:

- 5.1. Our delivery periods are communicated as an indicative basis, but they are not binding, they are given for information purpose only and, the possible delays do not give the right to the purchaser to cancel the sale, to refuse the goods or to claim damages.
- 5.2. Partial delivery is not carried out, except for customer's request, generating additional shipping costs.
- 5.3. For any order of a type 3.1 material certificate application or a certificate of origin, an additional 4-day delivery period will be applied.

6 - FORTUITOUS OCCURENCES AND FORCE MAJEURE:

- 6.1. PARIS FLUIDES SYSTEMES TECHNOLOGIES (or AFRIQUE CENTRALE FLUIDES SYSTEMES TECHNOLOGIES) is released from the obligation of delivery for any fortuitous occurrences and Force Majeure; in particular, the all-out or partial strikes, the floods and fires, etc. are regarded as fortuitous occurrences.

7 – CLAIM - WARRANTY:

- 7.1. No claim will be allowed after an 8-day deadline, after the receipt of the goods. No return of goods will be accepted without a written agreement, and after a 100% inspection. Costs for taking back the goods could be applied. The material which is on "SD" request cannot be returned or exchanged.
- 7.2. Any return of goods will have to be addressed at our head office.
- 7.3. PARIS FLUIDES SYSTEMES TECHNOLOGIES (or AFRIQUE CENTRALE FLUIDES SYSTEMES TECHNOLOGIES) grants a warranty according to the conditions and within the limits of the warranty granted by the manufacturer.
- 7.4. It will only apply if the material has received a normal use, the warranty will be invalid if the material has been used more intensively than expected.
- 7.5. The duration of this warranty is generally twelve months for the manufacturing defects or for defects in material and its elements, and is limited to the repair or replacement of the damaged parts.
- 7.6. Any goods will be deduced, credited or replaced after having been sent back free-of-charge at our address and verified by us.
- 7.7. The use and the trade of our goods do not engage our responsibility.

8 - RESOLUTION:

- 8.1. No return of goods will be accepted without a written and prior agreement, and after a 100% inspection. Costs for taking back the goods could be applied.
- 8.2. If the purchaser completely or partially cancels his order or fails to take delivery in whole or in part of the goods, PARIS FLUIDES SYSTEMES TECHNOLOGIES (or AFRIQUE CENTRALE FLUIDES SYSTEMES TECHNOLOGIES) has the choice to give notice the purchaser to carry out the withdrawal of the goods within a normal time or to require to ask the resolution of the sale for the whole or the part which has not been carried out.

9 - ELECTION OF RESIDENCE AND JURISDICTION:

- 9.1. The election of residence is made by PARIS FLUIDES SYSTEMES TECHNOLOGIES (or AFRIQUE CENTRALE FLUIDES SYSTEMES TECHNOLOGIES) at its head office.
- 9.2. In the event of any dispute relating to the fulfilment of a sale contract or the payment of the selling price, as well as in the event of interpretation or execution of the clauses and conditions indicated above, only the Commercial Court of Evry shall have the authority to settle disputes or contestations about the place of delivery, the accepted method of payment and even in the case of a request under guarantee or a plurality of defendants.
- 9.3. Any order automatically carries the purchaser's adhesion to our general terms and conditions of sale notwithstanding any other contrary stipulation being shown on his own general terms and conditions of purchase. Our general terms and conditions of sales apply to all transactions in the absence of a specific contract expressly stipulating the points on which we accept an exemption.

10 - RESERVATION OF OWNERSHIP:

- 10.1. PARIS FLUIDES SYSTEMES TECHNOLOGIES (or AFRIQUE CENTRALE FLUIDES SYSTEMES TECHNOLOGIES) reserves the right of ownership to the goods until the full payment of the invoice, even in case of collective procedure, in accordance with the Law NR 85-98 of 25th January, 1985.
- 10.2. In the event of sale of our products before their complete payment by the customer, our company will still be able to claim the price which is still payable by the sub-purchaser to the customer.
- 10.3. However, the risks are transferred upon delivery.
- 10.4. If payment is not effected within the time limit between the parts, PARIS FLUIDES SYSTEMES TECHNOLOGIES (or AFRIQUE CENTRALE FLUIDES SYSTEMES TECHNOLOGIES) reserves the right to take back unpaid goods.