GENERAL TERMS AND CONDITIONS OF SALE

DEFINITIONS - In these general terms and conditions of sale (hereinafter "OTC") is understood by "SELLER"; OSATRANS INTERNATIONAL S.A., with capital of €30,000,000, registered in the Bordeaux Trade and Companies register, under number 14,818-826, the registered office of which is located at 33070 Treses, France. "BUYER": any natural person or legal or private entity with which the SELLER enters into a contract of sale as an intermediary entrusted with the resale and promotion of the SELLER’s goods in the absence of any compensation for such intermediary services. 

I. GENERAL INFORMATION - Unless an agreement is contrary to the signature is aligned by the duly authorized representatives of both parties, these OTCs cancel and supersede those previously circulated by the SELLER as well as any communications, representations or commitments, whether written or oral, given by the SELLER to the BUYER at the time of the Order. The SELLER reserves the right to modify, at its own discretion, the price and/or terms and conditions of these OTCs and the acknowledgement by the BUYER of understanding the English language. The BUYER waives any right to apply its own general terms and conditions of purchase or any other. Therefore, should there be any contradiction between these OTCs and the BUYER's general terms and conditions of purchase, these OTCs shall prevail. The SELLER reserves the right to withdraw from the contract in the event of any contradiction between these OTCs and the BUYER's general terms and conditions of purchase, fact that SELLER does not avail itself of any of the terms and conditions herein during a given period shall not be construed as the SELLER waiving the right to avail itself of the aforementioned terms and conditions, or more generally, of other terms and conditions, at a later date.

II. ORDERS - Unless otherwise agreed by the parties, any order must be placed in writing, signed by the duly authorized representatives of both parties. The BUYER cannot receive orders sent to the SELLER. Unless otherwise agreed by the parties, an Order shall be considered only when SELLER has sent its acknowledgement to the BUYER, which acknowledges the validity of the terms and conditions of sale as set forth in the OTCs.

III. DELIVERY DATES - Delivery dates for goods start to run as from the latest of the following two dates, namely, the date of issue of the Order acknowledgment of receipt by the SELLER and that of the advance payment by the BUYER when such advance has been granted in the order concluded by the Parties. The SELLER provides the delivery dates for goods specified on the OTCs acknowledgment of receipt for information only. The BUYER shall be informed as soon as possible and as far as possible of any delay which might occur. Late deliveries are not deemed to be a breach of contract. The SELLER reserves the right to suspend the delivery of its goods in the event of any unforeseeable circumstances or any force majeure, in which case the SELLER reserves the right to withdraw the Order in whole or in part. As soon as possible, the SELLER will provide written instructions for the delivery of the goods. In the absence of such instructions, at any time the BUYER may, on behalf of and at its own risk and expense, begin, during the (15) days following delivery of the goods, to arrange for shipment of the goods by a suitable carrier or warehouse the goods. The BUYER shall not hold the SELLER liable for loss or damage attributed to negligence either in selecting the carrier or the warehouse for or any commitment made in the BUYER's name.

IV. TRANSFER OF THE RISKS - Risks of loss or destruction of the goods as well as any risks connected with their environment or use, are transferred to the BUYER at the time of delivery which is deemed to have taken place when the goods are made available to the BUYER by the SELLER.

V. RETENTION OF TITLE - THE SALE OF THE GOODS IS COVERED by the following PROVISIONS that EXPRESSLY MAKES THE TRANSFER OF OWNERSHIP DEPENDANT ON THE PAYMENT IN FULL OF THE PRICE IN PRINCIPAL AND INCIDENTAL COSTS, EVEN IF AN EXTENSION IN PAYMENT TERMS IS AGREED. THE BUYER's ORDER DUE TO THE TRANSFER OF THE RISKS OF LOSS, THEFT OR DESTRUCTION OF THE GOODS SUBJECT TO THE RETENTION OF TITLE FROM PASSING TO THE BUYER, IS COVERED BY A CLAUSE THAT EXPRESSLY MAKES THE TRANSFER OF OWNERSHIP DEPENDANT ON THE PAYMENT IN FULL OF THE PRINCIPAL AND INCIDENTAL COSTS. THE SELLER MAKES THE GOODS AVAILABLE TO THE BUYER SUBJECT TO THE CONDITIONS OF ARTICLES 601-80 et seq. ON THE CONTRACT OF SALE. THE SELLER IS NOT LIABLE FOR DELAYS OCCURRING IN DELIVERING THE GOODS TO THE BUYER. THE SELLER IS NOT RESPONSIBLE FOR DELAYS OCCURRING IN DELIVERING THE GOODS TO THE BUYER. THE SELLER AGAINST THE BUYER. 

VI. ORDER CANCELLATION - The BUYER may cancel the Order at any time by notice to the BUYER. The SELLER may cancel the Order at any time, by written notice to the BUYER. The SELLER reserves the right to cancel the Order within thirty (30) days from the above notice if the SELLER, in its sole discretion, considers that the BUYER is no longer in a position to meet its obligations under the Contract. The SELLER may cancel the Order at any time, by written notice to the BUYER. The BUYER shall be informed as soon as possible and as far as possible of any cancellation which might occur. Cancellation by the SELLER for any reason whatsoever shall be made at the BUYER’s risk and cost, regardless of any compensation. All taxes (duties, taxes, and other fees) shall be paid by the BUYER. All taxes, duties, and other fees due shall be paid by the BUYER. The SELLER will invoice the BUYER for all taxes, duties, and other fees due. The SELLER may make a full or partial cancellation of the Order. In the case of cancellation, the SELLER will be entitled to the payment of any amounts due with interest calculated from the date of notification, and to any amounts owed to the SELLER by the BUYER for any reason whatsoever. 

X. TAXES - Apart from the purchase price of the goods, any taxes (including income tax and tax on windfall profits) for which the SELLER may be held liable by any tax authority, arising from the sale, delivery or use of the goods, shall be paid by the BUYER at the rate prescribed by the SELLER.

XI. MAXIMUM COST PRICE AUTHORISED - any sale of the subject is governed by a maximum resale price provided in the above-listed OTCs. This condition is deemed to be substantial and any breach thereof shall be for termination without notice and giving the right to payment of compensation to the SELLER.

XII. TITLE TO THE GOODS AS A GUARANTEE AS LONG AS THE SELLER HAS NOT BEEN PAID IN FULL. EXECUTION OF THE RETENTION OF TITLE DOES NOT CONSTITUTE A WITHDRAWAL OF THE ORDER AND DOES NOT EXCLUDE OTHER CLAIMS BY THE BUYER.

XVII. COSTS OF CLAIMS

XVIII. TRANSFER OF RISKS AND LIMITATION OF LIABILITY

THE SELLER warrants the BUYER of the following rights and their rights to compensation for any losses or damages which may arise due to the SELLER’s negligence, fault or, more generally, any compensatable damage other than of a bodily or material nature, and regardless of whether ... BUYER undertakes to make binding on its insurers and customers the liability limitations referred to in this agreement. 

XIX. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

(a) The SELLER is liable for any infringement of an intellectual property right concerning products in a U.S. Government application or purchase contract, in connection with products supplied under this Agreement, if the SELLER is notified of the alleged infringement prior to the sale or delivery of such products, and if the SELLER fails to state in writing within thirty (30) days after the notice of the alleged infringement that the SELLER will assume responsibility for the alleged infringement. The SELLER shall indemnify the SELLER for the export of the goods from France. The BUYER is responsible for providing the SELLER with all information enabling the SELLER to comply with the rules applicable to the export of the ORDER is subject to export control rules. Consequently, the BUYER undertakes to fill in the end user declaration, if such a form is required by the authorities, and to deliver the required documents to the SELLER. 

APPLICABLE LAW, INTERPRETATION AND HEADINGS