



GENERAL TERMS AND CONDITIONS OF SALES 2012 - ARTIC INDUSTRIE SAS FRANCE

When placing any order with the seller, the buyer accepts these G.C.S. without qualification and in their integrality to the exclusion of any other document, including brochures or catalogues issued by the seller as indicative only. No special condition shall, unless expressly accepted in writing by the seller prevail over the G.C.S. Any clause to the contrary proposed by the buyer shall not therefore, unless expressly agreed, be binding on the seller.

These general terms and conditions of sales shall govern the sale and delivery of goods (including spare parts) ("Goods") and/or services ("Services") supplied by ARTIC INDUSTRIE SAS to the Company who purchases the Goods and/or Services from ARTIC INDUSTRIE SAS (the "Buyer"). The Buyer accepts the application of these Terms and Conditions to the contract between ARTIC INDUSTRIE and the Buyer for the sale and purchase of Goods and/or Services ("Contract") to the exclusion of any other terms and conditions for the Buyer.

1. Contract

The contract for the supply of goods or provision of a service will be concluded definitively as soon as the client accepts the offer and at latest, at the date of the supplier's order confirmation.

In particular, the equipment is exported in accordance with ICC PARIS 2010 Incoterm conditions and the details specified in the order receipt form. ARTIC INDUSTRIE SAS is responsible for the delivery of good and services under contract. A quotation ("Offer") issued by ARTIC INDUSTRIE SAS is valid for 30 (thirty) calendar days from the issue. Offers of price are built upon technical options and informations provided by the Buyer. As a professional the Buyer will ensure that the service or good matches his requests. ARTIC INDUSTRIE is not responsible for an incorrect or improper order of good or service.

2. Condition of ownership clause

According to Article 2367 Civil Code, Products that are delivered to the customer remain in the ownership of ARTIC INDUSTRIE until the entire payment of the purchase price is made. The Buyer will not use the Product until the entire payment unless explicitly agreed by the Seller. In case of dispute or reservation, the condition of ownership clause remains fully effective. The date of risk transfert is engaged by the delivery.

The seller reserves title to the goods until payment in full of the price and of all incidentals. The risk in the goods shall however pass to the buyer upon delivery, as defined in Article 5 above. Consequently, in a case of late or non-payment, whether in whole or in part, the seller reserves the right to require, on first demand and without prior formal notice, the delivered goods to be returned to it, wherever they are located. Goods stored at the premises of the buyer (in warehouses, depots, etc.) will be deemed to be the subject of the unpaid invoices. The buyer shall therefore not grant any rights to third parties that might limit the exercise of the provisions of this condition.

All costs of returning the goods to the seller's premises will be borne by the buyer.

If the buyer becomes insolvent he must (I) notify the seller within 24 hours and (II) immediately cease selling any goods which are not yet his property.

The buyer must also comply with his obligations as bailee. The buyer shall therefore be required to pay the price of the goods if they disappear, whether accidentally or otherwise. The buyer undertakes not to remove packaging or labels from goods stored in his inventory and which are unpaid. The above provisions shall apply without prejudice to any claim for damages for total or partial failure to pay the price of the goods.

3. Acceptation of the order

The client's agreement shall enter into effect on the date the offer has been accepted by himself, following the approval by date, signature, handwritten «read and approved, good for agreement».

4. Terms of settlement

Invoices shall be paid in full, without deductions, and must be credited to our account in EURO (€) immediately or by the due date indicated on the invoice. When the type of product occurs in advance or progressive billings, only their collection shall constitute payment.

5 -Price

Prices are mentioned pre-taxes and fees and legal expenses may be charged to the buyer on overdue amounts. The offer of price should have price review clauses without notice in advance. In case of



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unforeseen service, the Buyer shall be informed by ARTIC INDUSTRIE of the changes of price. the rejection of the product, refusal of the delivery, or reservation do not suspend the requirement to pay the invoice.

5. Late payment

In case of late payment by the Purchaser, the Supplier may apply penalties. In the event of late payments, orders in progress can be unilaterally interrupted until full payment is received and the Client will be liable for late payment penalties of one and a half times the prevailing base legal interest rate applied to the entire sum in question, without any formal notice being required

6. Delivery - Transport

We always give the most accurate delivery times possible, yet remain free of obligations. Packaging, loading and transportation costs as well as any import and customs duties shall be borne by the ordering party. Only ICC Paris 2010 Incoterms shall be used.

7. Transfert of risk

The Buyer must receipt and verify the conformity of the Product. The reception of the product is ex works, or on the place of delivery of the demand of the Buyer. In that case ARTIC INDUSTRIE shall not assume any liability of any kind for any damage, loss or theft of any property/gear/personal equipment belonging to a BUYER; it is the obligation of the Buyer to take out the necessary insurance to cover such risks if applicable. The customer shall have a period of 30 days beginning with the date of reception of the merchandise to contest. The delivery receipt signed by the Buyer at the date of delivery shall start the period to contest. After 30 days the Buyer is said to agree.

8. Guarantee service

The manufacturer's guarantee period is one year. No products should be returned without agreement of ARTIC INDUSTRIE.

9. Force majeure and government measures

The execution of the contract shall be automatically suspended in case of government measures, and force majeure.

The following shall be considered herein as events of force majeure constituting cause for the cancellation or suspension of the seller's contractual obligations, without any right of recourse for the buyer: accidents affecting the manufacture or storage of the products, total or partial interruption of supplies of raw materials or energy, particularly default by carriers, fire, flooding, breakdown of machinery, total or partial strikes, administrative decisions, acts attributed to third parties, war and all and any external occurrences likely to delay or prevent the performance of the seller's obligation or to render such performance economically exorbitant

10. Limited liability

The responsibility of the vsupplier is limited strictly to the obligations expressly stipulated in the contract and the conditions of sales, in any case limited to direct and consequential damage due to the product. Artic industrie is not responsible for the failure and damage of its supplier. Except for gross negligence and reparation for personal injury, all claims for indemnisation are excluded.

Artic Industry shall be not liable for lost profits or special, immaterial, incidental or consequential damage suffered by the Customer nor any commercial prejudice or commercial disturbance whatsoever, loss of earnings, loss of orders, loss of business, deterioration of image. If penalties on artic industrie due to failure of contractual obligation with proven gross fault, have been agreed on by common accord or by Court decision, these shall be deemed to constitute a lump-sum settlement in full settlement of the claim in question, to the exclusion of all other penalties or damages. The Client warrants that himself, its insurers and any third parties in contractual relationships with it shall not bring any claims against ARTIC INDUSTRIE or its insurers in excess of the limitations and exclusion set out above.

11. Law applicable and French jurisdiction

The fact at a moment for ARTIC INDUSTRIE not to take advantage of these general conditions of sales, shall not signify reconciation to take advantage later. Any dispute relating to the interpretation and performance hereof shall be governed by French law. The place of our registered office is the exclusive place of jurisdiction for all disputes arising from the business relationship.

The Buyer declare to have read and accepted the general terms and conditions of sales.