GENERAL CONDITIONS OF SALE - TRELLEBORG SEALING SOLUTIONS FRANCE

1. General
- "Company" means Trelleborg Sealing Solutions Franco S.A.S.
- "Buyer" means any person, firm or company which orders or buys goods from the Company; and
- "Goods" means the goods, which are the subject of the Buyer's order.

2. These Conditions govern all sales of goods by the Company to the exclusion of any other terms and conditions. No variation of these Conditions will be binding unless made in writing by the Company. No order shall constitute a contract until the Company has notified its acceptance of the Buyer's order. The Buyer may not cancel orders, which have been accepted by the Company.

3. These Conditions supersede all previous oral or written representations, undertakings and agreements relating to the Goods. All information contained in the Company’s sales literature or correspondence is intended as a general guide only and does not form part of the sale contract. The Company’s employees and agents are not authorised to make representations or give undertakings relating to the Goods. The Goods are not sold by sample unless agreed otherwise in writing. The Company may vary the design of Goods within thirty days notice.

4. No delay or failure by the Company in enforcing its rights under these Conditions shall operate as a waiver of any default or subsequent breach unless confirmed in writing by the Company.

5. Delivery
- Delivery shall take place when the Company's carrier unloads the Goods at the Buyer's premises (where the Company arranges transport within France at the Buyer's request) or otherwise when the Buyer or its carrier or agent collects the Goods from the Company's premises.
- All delivery dates (requested or agreed) are estimates only. Time of delivery is not of the essence and the Company shall not be liable for any delay in delivery. The Company may deliver the Goods in instalments and invoice for each instalment separately. Each delivery shall constitute a separate contract and any claim relating to specific instalments shall not entitle the Buyer to any right or remedy in respect of other instalments.
- The Company reserves all intellectual property rights in the Goods and any information concerning the Goods, which is supplied to the Buyer.
- Risk and title passes to the Buyer:
  (a) the Goods will become the property of the Buyer as soon as the Buyer accepts the Company's offer;
  (b) it will remain the Company's property if the Buyer's payment is overdue; and
  (c) if the Buyer fails to collect the Goods within the time agreed, the Company will resell the Goods and transfer the proceeds to the Buyer's account.

6. Warranty
- The Company warrants that the Goods will be free from defects in workmanship and materials and will conform to the Company's specifications for a period of twelve months after delivery. The Buyer's sole remedy for any proven breach of this warranty shall be (at the Company's option) the repair or replacement of the Goods or a refund of the price paid for the Goods, in each case subject to the Buyer returning the Goods carriage paid to the Company. The warranty does not apply to damage or defects resulting from wear and tear, overloading, misuse, Buyer's design alterations or faulty installation of the Goods and the Buyer should request the Company's advice relating to any non-standard use of the Goods.
- The Company does not warrant that the Goods are suitable for the Buyer's particular requirements and all other representations, warranties, terms and conditions, whether express or implied, are excluded to the fullest extent permitted by law.
- Where the Goods are to be delivered by instalments any defect in an instalment shall not entitle the Buyer to cancel the remainder of the instalments.

7. Limitation of Liability
- The aggregate liability of the Company, its employees and agents to the Buyer in respect of direct costs incurred by the Buyer as a result of the Company supplying defective Goods or any other breach of these Conditions, shall be limited to EUR 100,000 in respect of any single event or series of connected events.
- In no circumstances will the Company, its employees or agents be liable for:-
  (a) any business interruption, loss of use, revenue, contracts, profits, goodwill, loss of anticipated savings, loss arising from third party claims which arise out of or in connection with the performance or contemplated performance by the Company of these Conditions, or any damages, costs, expenses or other claims for consequential compensation.
- The Company will in no circumstances be liable for any claim relating to the Goods or the contract of sale which is notified to the Company more than twelve months after the date of the Company's invoice.

8. Force Majeure
- The Company will not be liable for any failure or delay in performing its obligations caused by any event which is beyond its reasonable control, including without limitation any act of God, fire, flood, plant breakdown, malicious damage, theft, non-availability of power, water, supplies or materials, industrial or civil disturbance, nationalisation or requisition by government or other public authority, civil war.

9. Termination
- Without prejudice to any other remedy, the Company may immediately withhold deliveries, repurchase Goods which remain its property and/or terminate the sale contract (and any other contract with the Buyer) if the Buyer:
  (a) breaches any of these Conditions or fails to pay any sum due to the Company on any account or the due date; or
  (b) ceases trading or is unable to pay its debts, or has a receiver, administrative receiver or liquidator appointed over all or any of its business or assets, or passes a resolution for winding-up, or is the subject of any application, petition or order for administration, winding-up, dissolution or bankruptcy, or enters into any composition or voluntary arrangement with its creditors, or is subject to any similar event of insolvency in any other jurisdiction, or if the Company reasonably suspects that the Buyer is likely to be subject to any such actions or events.

10. Miscellaneous
- The Buyer shall store and use the Goods in accordance with any instructions from the Company, which will not be liable for any damage, loss, claim or expense arising from any failure to comply with such instructions.
- The Company may subcontract all or any of its obligations under the sale contract.
- All materials supplied by the Buyer to the Company shall be at the Buyer's risk while they are in the possession of the Company or in transit to or from the Buyer and the Buyer shall insure them accordingly. The Company shall not be liable for defects resulting from materials or designs supplied by the Buyer.
- The Buyer warrants that it has authority to supply any materials, designs and specifications provided by it to the Company and that any Goods produced using or based on the same will not infringe any third party rights. The Buyer shall indemnify the Company in full against any loss, claim, cost and expense arising from any breach of this warranty.
- The Company reserves all intellectual property rights in the Goods and any tools used to produce them, including but not limited to copyright, design rights, patents and patent applications, trade marks and confidential know-how, in each case whether or not registered. They Buyer may not use any such rights without the Company's express written consent.
- If the Goods are exported outside France, the Buyer shall be responsible for complying with all laws and regulations governing their importation, handling, use and re-sale in the country destination. In case of non-compliance in writing, the Buyer shall bear all risks in export Goods after they leave the Company's premises.
- At the Buyer's request, the Company will supply the Buyer's order in instalments over a period of up to twelve months, according to one agreed written delivery timetable. Each delivery shall constitute a separate contract. Each delivery shall constitute a separate contract. If any Goods ordered by the Buyer remain undelivered at the end of that period the Company may deliver them without further notice and invoice for their price.
- These Conditions of sale are governed by French law and the parties submit to the exclusive jurisdiction of the French courts.