

General Sales Conditions

1. PREAMBLE

The present general conditions govern the terms and conditions of the sales concluded between the parties. These general conditions are however without prejudice to any individual conditions agreed in writing by the parties.

2. DEFINITIONS-

- "Seller" means MAGOTTEAUX Inc, having its registered office at 725 Cool Springs Blvd, Cool Springs III, Suite 200, Franklin, TN 37067, USA (Company Number : 0747319).
- "Buyer" means the party who purchases the products.
- "In writing" means a document signed by a party e.g. letter, fax, email, etc.).

3. PRICE AND TAXES

Unless stated otherwise, prices are expressed in USD, net, without discount and exclude any sales, use, excise and other taxes applicable to this transaction and shall be paid by Buyer when due. If Seller pays any such taxes, Buyer shall reimburse Seller upon demand.

4. PAYMENT

Payments shall be made within thirty (30) days from the date of the invoice. Whatever the means of payment used, the payment shall be considered as settled when the Seller's account is completely and irrevocably credited. If the delivery is delayed for a reason directly or indirectly attributable to the Buyer, the payment shall be made as if no delay occurred. If the Buyer fails to pay at the date stipulated in the contract, the Seller is entitled - without formal notice - to late payment interest as from the date on which the payment was due. A finance charge of 2% per month (or up to the maximum amount permitted under applicable state law) will be assessed on all past due balances. Buyer shall be liable for all of Seller's collection costs (including attorneys' fees and expenses). Such late payment interest is in addition to all other rights and remedies available to Seller herein. In addition to late payment interest, if the payment delay is equal to 10 days or more, the Seller may, after having informed the Buyer in writing, suspend the execution of the contract until the payment is settled. If, within 3 months, the Buyer has not settled the outstanding amount, the Seller has the right, by written notification sent to the Buyer, to terminate the contract and to be indemnified for the losses the Seller incurred.

5. DELIVERY

Unless otherwise specified herein, deliveries shall be FCA Seller's point of shipment and risk of loss shall pass to Buyer upon Seller's delivery to carrier. All shipping dates are approximate and Seller shall not be liable for loss or damage because of delays occasioned by labor disputes, damage to facilities, or failure of suppliers or subcontractors to meet scheduled deliveries or any other cause beyond Seller's reasonable control or making its performance commercially impracticable. If the Buyer does not proceed with the reception on the delivery date, Buyer shall pay the due part of the price as if the delivery occurred. The Seller is entitled to take any arrangements - at the Buyer's sole expense and risk - to store the products. Partial shipment is allowed.

6. VALIDITY OF OFFERS

Unless otherwise specified, any offer remains valid during 30 days as from the day it is made.

7. GUARANTEES AND CLAIMS

The Seller's liability shall be limited to defects that appear within a period of one (1) year from the date of shipment. The Buyer shall notify the Seller in writing and without delay of any defect when it appears, otherwise it will lose right and recourse to a remedy of the defect. The Seller shall, at its option, either replace or repair the defective product within a reasonable period of time. The products are not subject to any performance guarantee. Repairs shall be carried out at the place where the product is located, unless the Seller deems it appropriate that the defective product or part of product is returned to it for repair or replacement. The Seller shall bear the risks and the costs of the freight of the product for the purpose of repairing the defect it is liable for. For the purpose of this freight, the Buyer shall follow the instructions of the Seller. To the extent that these operations are necessary for repairing the defect, the Buyer shall, at its sole expense, arrange for any dismantling and reassembly directly or indirectly linked to the product.

Defective parts which have been replaced shall be made available to the Seller and shall be its property. If the Seller is not liable for any defects, the Seller shall be entitled to the refund by the Buyer of all costs supported by the Seller. The Seller is not liable for defects arising either from materials provided by the Buyer or from a design stipulated or specified by the Buyer. The Seller shall only be liable for defects that appear under normal and suitable conditions for the product. The Seller's liability does not extend to defects that are caused by faulty maintenance, incorrect installation, gross negligence,

willful misconduct or faulty repair or maintenance made by the Buyer, or by modifications made without the Seller's written consent. The Seller's liability does not extend to normal wear and tear or deterioration. The Buyer is not entitled to any indemnification or compensation by the Seller for the loss of production, loss of profit, loss of use, loss of contracts or any other indirect or consequential damage and/or loss. The Seller has the right to suspend the performance of its contractual obligations - by written notification to the Buyer - when it is clear from the circumstances that the Buyer does not or will not be able to meet its own contractual obligations. EXCEPT AS EXPRESSLY SET FORTH IN THESE CONDITIONS OF SALE, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, FITNESS, CAPACITY, QUALITY OR ANY OTHER MATTER CONCERNING THE PRODUCTS. WITHOUT LIMITING THE FOREGOING AND EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

8. RETENTION OF TITLE AND RISK

The product remains the property of the Seller until the price is fully paid. The Purchaser shall, at the request of the Seller, assist it to undertake the necessary measures to protect, in the concerned country, the Seller's title of property on the product. The retention of title does not affect the transfer of risks as foreseen in Article 5.

9. INTELLECTUAL PROPERTY, PROPRIETARY INFORMATION, PATTERNS

Any intellectual property or proprietary information concerning Sellers' Goods, Services, patterns or manufacturing process which is so designated by Seller and disclosed to Buyer shall remain Seller's property and is disclosed in confidence. The selling of the product does not imply any transfer or license of the intellectual property or proprietary information of the Seller. The products are manufactured in compliance with patterns that are exclusively the Seller's property. The information regarding the product included in the leaflets and price lists are only contractual if they are subject to an express reference in the contract. Buyer shall not publish or otherwise disclose such information to others without Seller's prior written approval and no rights implied or otherwise are granted to produce or have produced any such Goods or to practice or cause to be practiced any such manufacturing processes, Services patterns or other processes.

10. FORCE MAJEURE AND HARDSHIP

The Seller has the right to suspend the execution and performance of its obligations described in the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the Seller's control such as fire, extreme weather conditions, war, terrorism, Acts of God, general mobilization, insurrection, requisition, seizures, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors or suppliers caused by such circumstances. A circumstance as described in this Article, whether occurring prior to or after the conclusion of the contract, gives a right to suspend the contract only if its effect on the performance of the contract could not be foreseen upon conclusion of the contract. Either party is entitled to terminate the contract if its performance is suspended for more than six (6) months.

11. APPLICABLE LAW AND DISPUTES

Tennessee law (including the Uniform Commercial Code as adopted in Tennessee) governs the terms of the contract (including the related purchase orders) and the transactions contemplated herein and therein.

Any disputes between the parties relating to the validity, the interpretation, the execution or the non-execution of the contract that could not have been settled by amicable agreement within a reasonable term, will be the exclusive competence of the jurisdiction of the Seller's registered principal office. Nevertheless, if the Seller requests it, the disputes could be submitted to the competent Court of the Buyer's registered office.

12. GENERAL PROVISION

The rights and the privilege conferred by this contract are not assignable by the Buyer, in whole or in part, without the prior written consent of the Seller.