

General Terms and Conditions

Frina Mousse France SARL, Boîte Postale 55 - 1, Rue du Jasmin, FR-68272 Wittenheim Cedex

1. General

The following delivery and payment terms apply to all offers, quotations, contracts and purchase orders issued by us. We shall not be bound by any purchase and delivery terms of our customers which deviate from our own terms and conditions unless we have explicitly acknowledged them as binding upon us in writing.

2. Offers, Quotations and Contracting

Offers are without obligation, insofar as they are not limited in time. Framework agreements, orders for items made to order, and special terms and conditions shall not be legally binding upon us unless confirmed by us in writing. Placement of orders is to be done in writing; orders must be acknowledged by us in writing.

3. Pricing

All prices are quoted ex works (EXW, Incoterms 2000), exclusive of VAT. All prices are quoted on the basis of the raw materials costs in effect at the time orders are placed. In the event we cannot be supplied by our suppliers with a sufficient amount of the raw materials needed or not at the price currently in effect due to extraordinary situations in the raw materials sector and / or force majeure, we reserve the right to accordingly make corrections to the quantities, delivery dates and prices confirmed by us.

4. Shipment and Delivery Dates

- a) The items supplied are shipped at the recipient's risk in any event.
- b) Delivery is to be taken of items ready for pickup within a week of the customer having been sent advice of availability. Thereafter we reserve the right to ship the goods to the customer applying the usual freight costs.
- c) We are also entitled to effect delivery in instalments in the case of deliveries capable of being divided up into consignments and providing we inform the customer to this effect in advance.
- d) Delivery dates are deemed to have been adhered to when the goods leave our premises by the agreed delivery date.

5. Packing

Packing costs (package freight (i.e. LCL less-than-carload) shipments or postal consignments) are included in the prices quoted (with the exception of waste materials and residual material of all types). As a rule, the goods are supplied unpacked in the case of FCL (full-carload) shipments and shipment by truck. An extra charge is applicable to the individual packing of single items.

6. Quantity and Weight Tolerances

We reserve the right to effect delivery of up to 10 % more or less than the quantity / number ordered if this proves necessary for manufacturing reasons. This also includes dimension tolerances as common in the industry or as specified in the relevant standards and, in addition, the deviations in density up to plus /

minus 10 %. Otherwise the physical values published by us in reference to our products correspond to the mean values of our products and are also subject to tolerances; consequently, they do not represent warranted specifications.

7. Warranty / Claims / Notification of Defects / Liability

Claims due to consignments containing defective items or incomplete consignments are to be filed immediately in writing before the consignment undergoes further processing. Further claims, other than replacement free of charge or credit – including claims for damages, claims for incidental, special, indirect or consequential damage whatsoever (including damages for loss of business profits, business interruption, loss of business information, non-realized savings, interest losses, or any other pecuniary loss); rescission of the contract of sale or of the contract for work and labour; and reduction in the (purchase) price – are precluded.

We shall also not be liable for any damage or loss as the result of the improper use of our products, including the failure to follow our instructions pertaining to these products. We are to be given the opportunity of ascertaining the defects for which notification has been made. Goods for which claims are filed are to be returned to us immediately if we so request. The application engineering advice provided by us orally, in writing, and by way of experimentation is given to the best of our knowledge and in good faith, however it is supplied without any commitment on our part and does not release the purchaser from his obligation to conduct his own inspection and testing of the products supplied by us for their suitability for the processes and purposes intended by him. The application, utilization and processing of our products are beyond our control and, thus, are exclusively the purchaser's responsibility.

8. Payment

Our general payment terms apply unless other terms have been agreed on:

- 30 days net
- Minimum invoice amount: € 600.–
- In the event of a delay in payment, interest will be charged on arrears at the current market rates.
- The purchaser is not permitted to withhold payment for or offset claims of his own against amounts owed us unless these claims are indisputable or have become res judicata.
- In the event that, after a contract has been concluded, we gain knowledge of circumstances which are suitable for substantially negatively impacting the purchaser's creditworthiness, or in the event that the payment terms agreed upon are not complied with, we shall have the option of demanding immediate payment of any and all outstanding amounts owed us by the purchaser or demanding that adequate security be furnished.

- Assigning claims payable by us to third parties may not be done without our prior written consent.

9. Retention of Title

The goods shall not become the purchaser's property until they have been paid for in full.

10. Tools, Dies and Moulds

Special tools, dies and moulds purchased by us for manufacturing items made to order are, and remain, our property. We will make every effort to properly handle and care for tools, dies and moulds entrusted to us. We are liable in the event that damage to tools, dies and moulds is caused by improper handling on our part. By contrast, tools, dies and moulds which become unusable, whether in whole or part, as the result of normal wear and tear will be repaired or replaced at the customer's expense. In the event that the customer assumes a portion of the costs of tools, dies or moulds, we undertake not to use them in doing work for other customers. We reserve the right to reject tools, dies and moulds provided by the customer which are unsuitable or damaged.

11. Copyright

In the event our products bear our trademark or label, any use of this trademark or label by the customer or the customer's customers may not be done unless with our written consent. We retain the proprietary rights and copyright to any and all offers, quotations, designs, drawings and other materials. These materials may not be made available to third parties except with our consent, and are to be returned to us should we so request. In the event that products are manufactured according to the purchaser's specification, the purchaser shall warrant that the proprietary rights of third parties are not violated and shall indemnify and hold us free from liabil-

ity in the event of any claims for damages.

12. Force Majeure

Force majeure, including, but without limitation to, acts of God, any governmental body (de jure or de facto) or public enemies, riots, embargoes, strikes or other concerted acts of workmen, casualties or accidents, and shortage of power, labour or materials, or any other unforeseeable causes, circumstances, serious events or contingencies beyond our control shall release us from our performance and delivery obligations hereunder for the duration and to the extent of such force majeure. This shall apply in the event that these events occur at a point in time at which we are in delay or in default. In such an event, we shall be obligated, as reasonably possible, to immediately provide any and all information needed and to adapt our obligations to the changed circumstances in good faith. In the event that the impediment lasts longer than 3 months, both contracting parties shall be entitled to rescind the as yet unfulfilled portion of the contract to the exclusion of further claims.

13. Place of Performance and Venue

The place of performance for delivery and payment is Wittenheim, France. The courts at Frina Mousse France SARL's domicile shall have jurisdiction with regard to any and all disputes arising herefrom or in connection herewith, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The relations between Frina Mousse France and the customer shall be governed and construed in accordance with the laws of France without regard to the transmission provisions pursuant to French International Private Law.

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