

GENERAL CONDITIONS OF SALES

OFFERS

Details contained in the catalogues, notices and price lists are given for information only, and are not binding on the vendor. The vendor is only bound by commitments made by his representatives if he has confirmed them. Offers are only valid for the stated period which, unless otherwise indicated, is two weeks. Additional supplies will be the subject of a new offer from the vendor. The sales contract will only be binding on the two parties when the vendor has expressly accepted the purchaser's offer. Unless there is special agreement in writing, by accepting the offer, the customer commits himself to abiding by these conditions of sale, regardless of which of the clauses appear in his documents: these conditions of sale take precedence over all the general purchase conditions.

PRICES

For serial cables kept in stock, the prices are those in our rates or price lists in force at the date of supply, unless agreed otherwise. For the other cables, the prices figuring in our offers are fixed in the economic conditions specified in our offers; they may be subject to revision if there are variations in the cost of their component parts due to current legislation or usage.

DELIVERY TERMS

Goods are sold, picked and approved in the plants or warehouses of the vendor, where the transfer of risk takes place at the time of supply, even if the consignment is carriage-paid. In consequence, the goods are transported at the own risk of the purchaser who must establish that the goods have been delivered in good condition before signing the receipt for the carrier. Where the delivery gives rise to a complaint, it is up to the purchaser to claim against the carrier within the legal conventions and time limits. This obligation upon the purchaser is not changed if the vendor chooses the carrier. If the customer imposes his choice of carrier, the vendor will invoice him for the increase in transport costs which he is responsible for de facto. Unless stated otherwise, prices are carriage-paid for all consignments of 60 kg or above. Consignments below 60 kg are dispatched postage due. If the dispatch is delayed by the purchaser's choice and the vendor agrees, the goods are handled and stored at the purchaser's cost and risk, without risk for the vendor. These provisions will not change the obligation to pay for the provision in any way, and do not constitute any change in the sales contract.

LENGTHS

The quantities invoiced are those which have actually been delivered. They can differ by 3% from the quantities ordered without incurring any dispute on the part of the purchaser.

CREDIT TERMS

Before opening an account with the vendor, payment will be made in cash with a discount for early payment corresponding to twice the rate indicated below. Discount rate means the average monthly rate of the money market (T4M) divided by 12 and rounded off to the nearest tenth, calculated to the 30th November of the previous year and applied from the 1st day of the following year. After opening an account with the vendor, payment will be made subject to the following conditions and within the following deadlines: - in cash within 30 days of the end of the month when goods are supplied with a discount for early payment corresponding to twice the rate indicated below. - 60 days from the end of the month when goods are supplied, net, without discount. All goods are payable in the home territory of the vendor. Supply of the goods constitutes the invoice "trigger". In the case of non-payment of the invoice within the dates fixed or an extension of the due date, the potential discount deducted from the invoices will be reclaimed in part or completely under conditions laid down below. The non-payment of an invoice authorises the vendor to demand payment in cash before dispatching any more goods, whatever the terms of the order for these goods. In the case of the non-payment at the exact end of the expiry period, penalties shall be due as of right from the purchaser without any prior notice being given, and applying a rate one and a half times the current legal interest rate. The sale can furthermore be cancelled without further notice, if the vendor sees fit. He will merely need to declare this cancellation without further notice, by a simple registered letter requiring a receipt. Upon receipt of this letter, the purchaser must make all necessary arrangements to return the goods which are the object of the sale which has been cancelled. In the case of a dispute, the judge in chambers will have the authority to record the default and order the return of the goods. This non-payment shall, moreover, have the result of making null and void the payment conditions granted by the vendor to the client and all the bills in circulation and sums due, on whatever basis, will immediately become due, without requiring any prior notice to be given.

DRUMS

Packing: the vendor will not incur any responsibility from the fact that movable goods have not been properly packed, in the absence of any express commitment on his part on this point in the sales contract. In the case of delivery on a drum, this will be invoiced at the same time as the cables: - a deposit will serve as security (based on current tariffs); - a fixed indemnity for immobility will represent 2% of the cost of the deposit, which will be subject to VAT. Where the drums are returned carriage-paid in good condition within 3 years from the first day of the month following the date of supply, the deposit will be repaid to the customer. Costs of any repairs will be invoiced if the drum is not returned in good condition. Any drum not returned at the end of three years as stated above becomes the property of the client at the end of this period, when the sum of the deposit shall represent the cost of the sale of the drum.

GUARANTEE

The vendor guarantees the products against latent defects for a period of 12 months from the date of start of use or, at the latest, 16 months from the date of supply. "Latent defects" include an error in formulation, inferior quality of material or design, or defective manufacture. Any deterioration or modifications in products are excluded from the vendor's guarantee, if they arise from causes such as, for example, storage conditions or assembly, or are the fault of the user or due to the action of a third party over whom the vendor has no control. Any claim must be made straightaway, or within three days of the discovery of the fault at the latest, and expressed in a registered letter with receipt requested which must include all the necessary information. In the case where, after an investigative examination, the vendor recognises that the products have a latent defect, the vendor is only bound either to reimburse the price of the defective part of the products or to replace that part, as he chooses. This excludes all direct or indirect damages suffered by persons or things possibly resulting from the use of the products. The replacement of the defective products will be carried out by the vendor, taking account of the use which has been made of them. The costs of returning removal, transport...) are the responsibility of the purchaser. Rectification does not include any guarantee. The vendor only guarantees the product for the use for which it was designed, and not for the use which the purchaser might have intended it, unless this is expressly covered by specific conditions drawn up by the vendor. The purchaser/user will conform

strictly and absolutely to laws, regulations and instructions applicable to the products and to their installation. He will take all necessary precautions in their use, and will assume responsibility for all accidents and physical damage resulting from faulty installation, use, handling or maintenance.

MODIFICATION - CANCELLING ORDERS OR RETURNING GOODS

A request from the purchaser to modify or cancel an order will only be considered if it is made in writing to the vendor before manufacture or, for products which are already available, before dispatch is prepared. Packing will be considered as the start of this process. Any returns must be agreed with the vendor beforehand in writing. The costs of returning goods and insuring them in transit, as well as the risks incurred, are the responsibility of the purchaser. If a return is accepted by the vendor, only a credit will be issued to the purchaser after the returned products have been checked. The purchaser will not be able to issue any debit, invoice or deduction.

RECEIPT

Unless informed in a registered letter within three days of the date of receipt mentioned in the dispatch note, or in the case of carriage-paid goods, in the receipt issued to the carrier, acceptance of the goods by the purchaser means that he no longer has any right to make a complaint about obvious faults or for non-compliance with the order. The purchaser will provide all necessary justification of the faults or anomalies recorded. He must give the vendor every opportunity to examine the faults and put them right. He will not act in the matter himself, nor engage a third party to do so. The products will only be verified in the vendor's factories upon the express request of the purchaser and according to the methods laid down at the time of the order. Expenses arising out of this, especially the costs of time taken and the preparation of a report, will be the responsibility of the purchaser. Use of the products will be considered as a de facto acceptance of the goods by the purchaser.

DELIVERY TIMES

Delivery times indicated by the vendor are counted from the date that receipt of the order is acknowledged. These times are for information only; if they are exceeded, no cancellation or penalty is permitted. When the vendor formally accepts a time limit which is binding and will give rise to penalties when exceeded, the supply can be suspended or delayed without penalty for the vendor if the payment conditions are not observed by the purchaser, if the information required from the purchaser is not forthcoming within the time required, or if chance or force majeure prevents the vendor from keeping to his obligations. In the case of force majeure or other events making the delivery essentially more difficult or impossible, such as the interruption of production, delay in the supply of raw materials, total or partial strike, flood, fire, storms or other cataclysms, the delivery deadline will be extended by a period of time equal to that caused by the problem, plus a reasonable period for re-starting. If the deliveries are suspended for more than three months, the vendor reserves the right to the contract without the purchaser having the right to demand damages or interest.

RETENTION OF TITLE

Possession of the goods will be transferred as soon as the purchaser pays the full invoiced price. The cheques, bills of exchange or all papers creating an obligation to pay will only be considered as payments dating from their definitive collection; until then the title retention clause remains fully in force. The purchaser is authorised, within the normal operation of his business, to re-sell the delivered goods or to transform them or to amalgamate them, but he cannot use them as security in any form until possession of them has been transferred to him. In the case of re-sale, as in the case of transformation or amalgamation, the buyer undertakes to settle the part of the price outstanding to the vendor. Authorisation for re-sale, transformation or amalgamation is automatically withdrawn if payment by the buyer is stopped. The risks are borne by the purchaser as soon as the goods are provided, retention of title notwithstanding. Consequently, the purchaser undertakes to insure the goods at his cost against all risks (loss, destruction, etc...). In the case of non-payment, the sale can be cancelled as of right by the vendor by a simple registered letter requiring a receipt. In the case when the vendor claims the goods, he can impose the penalty of not refunding the deposits received, notwithstanding all action to recover damages and interest. The purchaser must defend himself against all claims which third parties might have against the goods sold and advise the vendor of these as soon as possible. If one of the above measures proves to be invalid or not enforceable against third parties, it is agreed that this will have no effect upon the other measures of the title retention clause which must be implemented.

ALLOCATION OF JURISDICTION

The choice of home territory is made by the vendor at his head office. In the case of a dispute over the execution of a contract covering sales or other matters, the payment of an invoice, or the interpretation or execution of clauses or conditions indicated above, the Tribunal de Commerce (Commercial Court) of Paris alone will be competent, wherever the delivery takes place, whatever form of payment is accepted, even in the case of the introduction of third parties, of there being several plaintiffs, or defendants, or related cases; only French law shall apply.