

PXL SEALS

Systèmes d'étanchéité pour l'énergie et les grands roulements
Sealing Systems for Energy and Large Bearings
Sistemas de vedação para a energia e os grandes rolamentos

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PXL SEALS GENERAL CONDITIONS OF SALE

1/GENERAL CLAUSE

All of our sales are subject to these general conditions of sale, which shall prevail over all conditions of purchase unless formally and expressly stated otherwise by us.

2/FORMATION OF CONTRACT

When a quote is prepared by us, it constitutes the particular conditions modifying or completing these general conditions. In the case of an order received from the buyer. It will not be considered as definitively accepted by us until after we have accepted the order in writing. It is this written acceptance that will then constitute the particular conditions.

3/PARTICULAR CONDITIONS

Our sale prices do not include sales taxes and are in Euros (€).

Minimum order: 300 € not including sales taxes.

Certificate of conformity: 50 €

Postage and packing are extra.

Quotation on demand for specific packing requests.

All of our offers are valid for 3 months.

Certificate of conformity on request.

Payment by check or bank transfer upon receipt of invoice for first-time customers.

Payment terms are net 30 days.

The possible assignment of an outstanding loan payment is at the sole discretion of **PXL**

Seals.

Any sums not paid when due will bear, as of right, interest at three times the legal rate of interest (as of 4/08/08)

Discount for early payment: 0.5% per month.

In the event that an invoice is not paid on or before the due date, we reserve the right under the penalty clause to increase the amount due by 10% (with a minimum of 38 Euros), without prejudice to our right to collect the default interest referenced above at 3 times the legal rate of interest.

If the buyer's credit worsens, we reserve the right, even after partial performance to require the buyer to execute guaranties that we judge acceptable to guarantee full performance of the buyer's obligations. Refusal to satisfy this requirement gives us the right to cancel all or part of the contract.

RETENTION OF TITLE: It is agreed and confirmed that all sales are subject to the retention of title clause:

PXL Seals retains title to the merchandise until full payment of the purchase price. Risks are borne by the buyer. Interim payments will be retained to cover possible losses on resale.

4/DELIVERY - TRANSPORT

Unless otherwise stipulated, delivery is deemed to be complete in our factories or shops. If the delivery is delayed for reasons beyond our control, it will be deemed to have been completed on the agreed-upon date. It is the buyer's responsibility, unless otherwise stipulated to insure against the costs and risks of transport of goods sold after delivery.

5/LIMITATION OF LIABILITY

The limited warranty, as described below is the only warranty provided by **PXL Seals**. It is expressly agreed that the liability of **PXL Seals** is limited to at the option of **PXL Seals**, either the repair of the delivered product, or the replacement of the delivered product with a new product fulfilling the same functions. Excluded from the limited warranty are the costs of labor and services that may be incurred for the installation or replacement of the original product and/or the replacement product with the exception of cases where **PXL Seals** has invoiced for them. **PXL Seals** accepts no other liability, nor other consequences that result from the breach of the limited warranty provided by **PXL Seals**. **PXL Seals** cannot be held liable for consequential or incidental damages. In addition, **PXL Seals** cannot be held liable for damages occurring to the sets on which the product is used nor their contents. **PXL Seals** cannot be held liable for the loss of time for the loss of revenues or for any damages resulting from the breach of this limited warranty or its ensuing obligations. **PXL Seals** cannot be held liable for damages due to negligence, breach of warranty strict liability or for any reason other than the warranty described above. Incidental or consequential damages will not be imposed even if the replacement product does not resolve the problem or on any other grounds.

6/LIMITED WARRANTY

PXL Seals warrants that its products are made in accordance with its own specifications for the materials and that, according to its own procedures used as a reference its products are free from defects in the materials used and in the manufacturing processes. Only products used and installed according to the instructions given by **PXL Seals** in its procedures are warranted by **PXL Seals**. This warranty applies only to claims made in writing and received by **PXL Seals** within eight days of the discovery of the defect or, at the latest, within thirty days after the shipment of the product by **PXL Seals**. All other claims are null and void. If a claim is filed, the client agrees to authorize research on the supposedly defective product. The client must furnish cases of use where the product was proven defective and adequately demonstrate the problem forming the basis of the claim. **PXL Seals** undertakes no other form of warranty, express or implied, in fact or in law including without limitation the length of life of the product, its fitness or its use for a specific purpose other than as defined by the limited warranty. This limited warranty is the sole recourse of any purchaser of the products of **PXL Seals**. This limited warranty can be modified only in writing by a duly authorized representative of **PXL Seals**. Without written and express authorization by **PXL Seals**, no reseller or distributor of the products of **PXL Seals** is authorized to modify or convey this limited warranty. This limited warranty as defined above is valid for twelve months from the shipping date.

7/CONFIDENTIALITY

The studies, plans, designs and documents delivered or sent by us remain our property. They cannot be disclosed to third parties for any reason by the buyer.

8/CANCELLATION CLAUSE AS OF RIGHT

In the event of a breach of the buyer's obligations, this contract will be cancelled as of right to the benefit of **PXL Seals**, without prejudice to any default interest that may be claimed from the buyer. The cancellation will take effect eight days after the sending of a notice without a successful cure by the buyer.

9/DISPUTE RESOLUTION

All disputes relating to this sale, even in case of remedies under the warranty or of multiple defendants, will by default be under the exclusive jurisdiction of the

Commercial Court in whose jurisdiction the seller resides. This contract is governed by French law. The language of the contract is French.