

**Scope :**

In the absence of express agreement to the contrary, these general conditions of sale shall apply to all sales, notwithstanding any clause to the contrary contained notably in all documents emanating from our customers.

The fact that we do not apply any clause hereunder shall not be deemed a waiver thereon.

Any waiver on our part of any clause hereunder shall in no way affect the validity of the other clauses. Should any of the clauses hereunder be partly or totally void, this shall not affect the validity of the other clauses.

**Orders :**

Orders placed with our agents or representatives or taken by them, as well as those addressed directly to our offices, shall only be binding on the Company when accepted in writing.

Our order confirmation has to be examined closely and when differences occur, these should be notified in writing within 2 days.

The minimum ordering amount is CHF 150.- / Euro 100.- net.

**Prices**

Our deliveries are invoiced according to the prices that appear in our last official price list. The prices quoted subject to any increases in local taxes. The prices in CHF are valid for ESKENAZI SA and those in Euros for EZI-DIAROC EUROPE. Special executions are charged according to the quotation, or when not otherwise stipulated on the confirmation, according to the resulting costs.

**Special executions**

We reserve the right to deliver quantities that may differ from the quantity ordered by to 10% more or less, and the buyer undertakes in all events to pay the price corresponding to the quantity delivered.

**Delivery times**

Unless otherwise stated, delivery times are given as an indication. Delays shall not consti-

tute grounds for claiming damages or any other indemnification. In case of special clause, penalty for late delivery, shall be the sole applicable remedy and shall in any case be limited to 5% of the amount of the late delivered goods. Such penalty is exclusive from other sanctions.

If for any reason whatsoever an order is not carried out within the agreed time, we reserve the right to deliver the goods and the buyer undertakes to accept the delivery and to pay the price in accordance with the terms initially agreed upon.

**Shipment**

We do not provide any guarantee whatsoever in respect of the means of transportation even if the terms are carriage free or delivered. The goods shall be shipped and travel at the buyer's risk, even if the terms are carriage free or delivered. Unless otherwise stated, we always request application of the lowest freight terms. If we arrange for the transport, our liability shall only be incurred in the event of a big fault.

If we arrange for the transport, in case of damages or missing goods at the delivery, the buyer has the right to refuse the delivery and / or accept it with the usual reserves.

**Right to retain ownership**

The transfer of title to the goods sold is deferred until full payment of the corresponding price. The buyer is nonetheless liable for any risks as soon as the goods have been made available. In the event of default of payment on the due date, we reserve the right to take back the goods delivered. Our right of repossession may be exercised without distinction on all goods sold by us and still in the buyer's possession, to the extent of the amount outstanding.

**Payment**

The payment conditions are indicated in the invoice.

The Startpoint for due dates for payment of our invoices shall be the date of shipment of the goods or the date on which said goods are made available if the buyer arrange personally for the transport. Default of payment of part of the price on the corresponding due date shall entail ipso jure the following consequences without prior notice being required:

- a) The sums due shall bear interest at the payment discount rate equal to the Central European Bank<sup>2</sup> refinancing rate increased by 7 (seven) points ( $X\% + 7\%$ )..
- b) The buyer shall be bound to reimburse to us any expenses resulting from the unpaid

## SALES CONDITIONS

balance, such as bank charges, protest charges and stamp duties.

c) The payment of all other sums owned by the buyer to the seller shall become immediately due, even where draft have been accepted in respect thereof.

d) Any other sales finalized with the buyer shall be automatically cancelled twenty-four hours after receipt of a registered letter informing him of our intention to cancel them, and any part payments made prior to this cancellation shall remain our property.

Any change in the situation of the buyer (legal incapacity, decease, change in form or dissolution of the company, sale, contribution of transfer of goodwill any form whatsoever, rule of court, liquidation of bankruptcy) shall entitle us to cancel all or part of any sales already finalized.

#### Acceptance of the goods

At the delivery, in the event of visible defects in the goods, those defects must be notified to us by the buyer by letter within 8 days following the reception of the goods.

In the event of reserves made within the stipulated period, if we agree that the goods are defective, we shall only be obliged to replace them, to the exclusion of the payment of damages.

Acceptance of the products by the controller shall be considered as final and will definitely disengage our liability.

#### Liability, Warranties

Illustrations as well as technical data are not binding. We reserve the right to alter at any time the cutting geometries, the material qualities as well as all other technical data.

If the goods have been modified in any manner whatsoever or used by the buyer, no claims shall be considered.

Unless otherwise stated in our written acknowledgement of an order, we do not guarantee the suitability of our products for the use to which they will be put by the buyer.

In the absence of express agreement including notably the technical assistance, the choice and testing of our products are incumbent on the placer of the order, the designer or the constructor, who are alone responsible for ensuring that the finished assembly is suitable for the purpose for which is intended.

Any information supplied by the Company is for the purpose of fulfilling the obligation to advise and inform incumbent on any manufacturer concerned about the correct use of his products, but can under no circumstances be construed as making us co-designer or co-constructor of the finished assembly in which the products are used.

For the manufacture of our cutting tools we use only high quality materials. We guarantee for a very high quality and durability.

#### Force Majeure

In the event of any of the occurrences mentioned hereunder or of any other cases of Force Majeure, we reserve the right to suspend the execution of all or part of an order until such time as the effects of the said occurrence have ceased

- strikes of all types affecting all or part of ESKENAZI SA or our suppliers, transporters.
- breakage or breakdown of machinery or equipment, whatever the cause,
- fire, floods or the effects of lightning and any similar natural event,
- stoppage or cut-back of our power or raw material supplies.

#### Seat of Jurisdiction

ESKENAZI SA : Genève (CH)

EZI-DIAROC EUROPE : Evry (F)