

# GENERAL CONDITIONS OF SALE AXON' CABLE COMPANY



## 1- GENERALITIES

The present General Conditions of Sale shall apply to all the International Sales. The dispositions of the present General Conditions of Sale are the law of the parties and thus imply the entire adhesion of the customer to the present specified conditions to which it recognises to have a perfect knowledge.

They prevail over any different or opposite clause appearing on documents or correspondences from AXON' CABLE or of the customer and in particular on the general conditions of purchase of the customer.

## 2- RECEPTION and ACCEPTANCE OF THE ORDERS

The orders directly or indirectly transferred to AXON' CABLE become definitive and are opposable to AXON' CABLE only after express confirmation from its part by fax, telex, mail or email.

The sale will only be perfect at the moment of the agreement of the orders by AXON' CABLE.

## 3- EXECUTION OF THE ORDERS

AXON' CABLE reserves itself the right to make any modification or improvement that it will consider useful concerning the characteristics of its products as specified in its catalogues, brochures or specifications, without any obligation from AXON' CABLE to make these modification or improvement on the delivered product or to be delivered product .

In any case such modification or improvement should not allow the customer to refuse the delivery of the products or the breach of the contract.

AXON' CABLE reserves itself the right to secure its supplies or to lessen the impact of obsolescence, to use without prior notice, new material or equipment with equivalent specifications.

An order will only be performed the object of an execution by AXON' CABLE only if its amount exceeds 400 Euro, and 200 Euro for the express stocks.

In case of any specific production, the charged quantities may vary of 10 % of the ordered quantities. This tolerance shall never be contested by the customer.

The price of the products is to be applied to standard lengths. Orders can be manufactured in several lengths excluding any order below 10 m.

## 4- CANCELLATION AND POSTPONEMENT OF ORDER

An order accepted by AXON' CABLE shall never be cancelled or postponed without express and written agreement of AXON' CABLE.

In case of acceptance of the cancellation, the customer will nevertheless pay a compensation equal to 70 % of the amount of the order considering the expenses engaged by AXON' CABLE for the cancellation of the order and the purchase of raw materials.

If the postponement is agreed no compensation will be due provided the postponement does not exceed 6 months. After this prescribed time, a compensation equal to the one foreseen in case of acceptance of the cancellation will be due from the customer.

In case of refusal, AXON' CABLE will be entitled to demand to the customer a compensation about which the amount would not be lower than the total amount of the order besides all damages.

Any deposit already paid will remain acquired by AXON' CABLE and will be transformed into a deposit on the damages which will be owed to AXON' CABLE by the customer.

## 5- INTELLECTUAL PROPERTY

Drawings, models, plans and in general way any document delivered or sent by AXON' CABLE to the customer are the exclusive property of AXON' CABLE and consequently can be neither executed nor reproduced without the express prior and written license from AXON' CABLE. They will be returned immediately on simple demand from AXON' CABLE.

## 6- DELIVERY AND DELAYS

Any delivery is considered made in the business premises of AXON' CABLE. Any opposite indication appearing on any document can not break this principle.

The delivery is considered as made either by removal from the customer, or by simple notice of disposal, or by delivery of products in AXON' CABLE's stores or factories to a sender or a carrier.

The indicated delivery periods always suit for products given to the customer in factories or stores of AXON' CABLE.

The mentioned periods are given in a purely indicative purpose and cannot be considered as a deadline. A delay in delivery can never be a motive for cancellation of the sales or for damages of any kind. The customer must remove the products ordered from the delivery date settled by AXON' CABLE in its stores or factories.

In case the customer would not take delivery of the products within 15 days from this date, AXON' CABLE will be entitled to charge the customer the expenses of stocking and conservation of the products.

AXON' CABLE shall never be considered as liable for the delays resulting, from other companies, in case of force majeure, of delay in the supply by the customer of information or instructions necessary for the manufacturing of the ordered products.

## 7- FORCE MAJEURE

AXON' CABLE can be released from all or any of its obligations without damages in case of force majeure.

Are notably considered as force majeure : natural disasters, fires, serious accidents of material or equipment, mobilisation, war, epidemics, interruptions of transport, rough of raw material, modification of the regulations of customs, total or partial strikes, within AXON' CABLE or the supplier's companies.

## 8- TRANSPORT and RECEPTION OF PRODUCTS

The products of AXON' CABLE always travel at the risks and the dangers of the customers, whatever the modalities of sale and transport may be. AXON' CABLE's liability is automatically released from the delivery of the products in its stores, whatever the conditions of freight and the payment related to it may be.

The number and the condition of products should be necessarily checked at reception by the customer.

Any complaint concerning the products sold by AXON' CABLE should be formally lodged by registered mail in 8 days period from the date of reception of products by the customer or any third party appointed by it. After this period the products will be irrevocably considered as corresponding to what had been ordered and no further complaint shall be accepted by AXON' CABLE.

In case of any incident during the transit, the customer should lodge its complaint against the carrier on times and forms according to the dispositions of the L 133-3 and L 133-4 articles of the French New Commercial Law. If not, AXON' CABLE will be exempted from any warranty. The sales of AXON' CABLE are realised ex works (Incoterms 2000).

## 9- WARRANTIES and LIABILITIES

Unless otherwise indicated the customer acknowledges that the products ordered correspond to its need and use. It falls to the customer to make the products fit the intended use.

AXON' CABLE warrants its products against any defect of material, manufacture or conception fault during one year from delivery date in the business premises of AXON' CABLE.

If the customer considers that the delivered products are affected by any defect or fault he should inform AXON' CABLE without any delay by registered mail precising the defects or faults of the products and supplying any document to prove their reality.

The customer should allow AXON' CABLE to notice the defects or faults. AXON' CABLE shall only be liable of defects and faults it acknowledges.

If products are defective, AXON' CABLE shall replace them free of charge. AXON' CABLE's warranties is strictly limited to this above obligation of replacement and it is expressly agreed that AXON' CABLE will not be indebted to the customer neither for any kind of damage nor for any other kind of expenses.

The customer shall not, except prior and written agreement of AXON' CABLE, proceed either itself, or by a third party, to any kind of repairation on product presumed defective. Any infringement to this disposition will entail ipso facto the break of the warranty.

AXON' CABLE's warranty shall be excluded in case of : faults resulting from the material supplied by the customer, from the conception imposed by the customer ; incidents resulting, from force majeure, from deterioration resulting from the normal wear of products, from a deterioration due to, a lack of maintenance or supervision or from the carelessness of the customer, from deterioration due to an installation or a purpose for which the product has not been conceived, modification realised on products by the customer without prior license of AXON' CABLE, or deterioration caused by force majeure.

Finally, it is notified that no complain shall be lodged against AXON' CABLE specially damages shall not be demanded in case of disputes among the customer and its own customers.

## 10- PRICE and PAYMENT

The prices indicated on the invoice are firm and current to those at the date of reception of the order.

In case of variation of prices, the prices shall correspond to the ones of the order date.

However and by exception to the rule above fixed, it is firmly agreed that in case of a price's variation of raw material needed by the AXON' CABLE's products of more than 2 % compared to the market price used for the calculation of the price of the products, the price indicated in the orders will vary in the same proportion.

The prices and conditions specified on the catalogue and the price list of AXON' CABLE are indicative and without warranty of time.

The prices indicated by AXON' CABLE are of any discount for products delivered to the customer in the business premises of AXON' CABLE.

The delivery of products leads to the invoicing.

Payments are made to AXON' CABLE's head office, in Euro.

Payments made to third parties or intermediaries are at the own risks of the customer.

The price is due net without discount at the order for any first order or in case of financial difficulties or doubtful solvency of the customer.

In any other cases and according to the Law of May 15, 2001, the price is due 30 days the 5 from the delivery date, net without discount by an accepted bill of exchange or by other means of legally accepted payments.

In case of payment by accepted bill of exchange, they shall be sent to AXON' CABLE within a period of 8 days, if not AXON' CABLE will be entitled to demand the instant payment of the total amount of the price.

If the customer does not proceed to the total or partial payment of the price when due as foreseen, the customer will be indebted for a demurrage of an equal to twice the French legal interest current rate at the date of payment.

This demurrage will be due 8 days after a registered mail without any effect of a formal demand to proceed to the payment of the price.

This demurrage is calculated on the totality of the price due and will run until the date of the payment of the price and its incidental charges.

In case of non payment any amount of money remaining owed by the customer to AXON' CABLE will become due 8 days from a registered mail without effect of formal demand.

Furthermore any case of non payment will authorise AXON' CABLE to suspend the execution of the other current orders.

The customer should pay AXON' CABLE back with the expenses created by the recovery of the unpaid sums, including a fixed penalty equal to 10 % of the amount of the due sums.

In case of sales, transfer, merger or acquisition of the business or its plant by the customer, the sums remaining due to AXON' CABLE will become immediately due for payment.

Any kind of complaint shall never allow the customer to retain or delay due payments.

Finally, in case of risk of insolvency of the customer, AXON' CABLE reserves itself the right to demand warranties of payment, either before the acceptance of the order, or between the date of the acceptance and the delivery date.

If the customer does not give the warranties of payment, AXON' CABLE can refuse in the first case the orders and in the second case, suspend or cancel this one.

## 11- NON PAYMENT and PROPERTY RESERVE

Title to the products shall not pass until the purchase price and incidental charges have been paid in full.

Shall not be considered as payment in the meaning of the clause the issue of an accepted bill of exchange or of other means of payment. The payment is realised only by the effective collection of the price by AXON' CABLE .

In case of non-payment of the price 8 days after a formal demand sent by registered mail without effect, AXON' CABLE shall cancel the sale and then ask for the return of the products without prejudice of any other damages. Expenses entailed by the return of products will be payable by the customer, and the deposit will be kept by AXON' CABLE to cover its expenses and compensate it for damages, without prejudice of any other rights or actions. The customer, who is untitled with the duty of care of the products, shall preserve the non fully paid products in perfect condition, and shall let AXON' CABLE know the place where they are stocked, and shall hold them at its disposal.

The customer shall allow at any time the identification and the claim of the products, being specified that the products in stock are irrevocably considered as unpaid products.

In case of seizure, or any kind of intervention of a third party on the products, the customer shall inform AXON' CABLE about it as soon as possible in order to allow AXON' CABLE to settle opposition and to protect its rights.

The customer can proceed to the resale of the products. However, the customer shall either pay AXON' CABLE the price or a part of the price owed, or tell AXON' CABLE of the name and the address of the third buyer to allow AXON' CABLE to exercise its right of claim on the price.

The customer shall not pawn or pledge the property of products not fully paid. The customer should insure products against all risks, by a reliable insurance company, by warning it that in case of disaster, AXON' CABLE will be subrogated in its debt and within all the rights the insurance has towards the insurer.

For that purpose, the customer shall already transfer any compensation for the benefit of AXON' CABLE and shall give it any power to notify, if necessary this subrogation and to collect the amount of the compensation.

## 12- ARBITRATION - APPLICABLE RIGHT

Any and all disputes, controversies or differences which may arise out of or in relation to this general conditions of sale shall be resolved by the Commercial Court of EPERNAY (FRANCE). The present general conditions of sale shall be enforced under the laws of FRANCE.