

# SAFRAN SEATS FRANCE



Etablissement d'Issoudun  
Rue Robert Maréchal Sénior - Z.I. La Limoise  
36100 - ISSOUDUN - FRANCE  
TVA Code : FR 41 515 450 088

Siège social - Safran Seats  
61 rue Pierre Curie  
78370 - PLAISIR - FRANCE  
Société Anonyme au capital de 20.000.000 Euros 515 450  
088 RCS Versailles

## TERMS & CONDITIONS OF SALE

### **1- APPLICATION**

By the very fact of placing an order, the Buyer acknowledges having taken cognizance and accepted these delivery terms. This applies for all subsequent orders, to the exclusion of any specific terms and conditions of purchase.

### **2- ORDERS AND PRICES**

Prices in our pricelists are valid only at the date of order. The pricelist valid at the date of invoice shall be applicable in case of increase of manufacturing or administrative costs arising before the delivery date.

This also applies to prices stated at the time of order and which shall become firm and final only after acknowledgment of receipt.

Any changes in price shall be applicable as of right.

Unless otherwise agreed between the parties, prices are understood to be ex warehouse.

### **3- PAYMENT – INVOICES – CANCELLATIONS**

Whatever the quantity ordered, the minimum amount of order is fixed at two hundred and fifty (250) euro out AOG and three hundred (300) euro per order for A.O.G. parts A.O.G. parts shall be defined by SAFRAN SEATS, and shall mean parts deliverable in 48 H from the receipt of the order.

For the Buyers who do not have an "open account" to SAFRAN SEATS, payment shall be done cash with order, without any discount. For the Buyers who have an "open account" to SAFRAN SEATS, payment shall be done at least 30 days following the date of invoice. In the event of late payment, SAFRAN SEATS shall invoice, after formal notice, a penalty prorata temporis equal to the interest rate applied by the Central European Bank to its most recent operation of financial raised by 7 points of percentage, valid as of the date of invoice. Any total or partial delay shall entail a compensation for recovery costs to at least forty euros (40 EUR) for each invoice that has not been paid in time.

Any comments concerning our invoices shall be made in writing within ten (10) days after the date of invoice, and without thereby entailing any suspension of the scheduled date of payment.

In the event that the Buyer is led to sell or to deliver the equipment or business assets, or to have such equipment or business assets encumbered with any form of surety, or to dispose thereof in any manner whatsoever, or in the event of any non-payment at the date, any amount still unpaid including all other charges to be borne by the Buyer shall immediately become due and payable, regardless of the terms and conditions previously agreed upon.

### **4- DELIVERY AND ACCEPTANCE**

Our deliver dates are in all cases stated as a guideline only.

Our deliver dates do not take into account unforeseeable circumstances or cases of force majeure.

We shall not be held liable for any losses or damages caused by any delays in delivery. Any late payment by the Buyer may lead to the temporary suspension or definitive discontinuance of our shipments.

No delivery could be sent back to SAFRAN SEATS without justification.

SAFRAN SEATS shall invoice to the Buyers any expenses and costs arising from unjustified returning of the delivery.

### **5- TRANSFER OF TITLE AND OF RISK**

Transfer of risks occurs as at the moment the forwarding agent has loaded the goods at the place of loading in our warehouses.

Transfer of title to goods shall occur only after the Buyer has discharged all its obligations towards SAFRAN SEATS.

In the meantime, the Buyer shall be liable for paying the price of the goods as well as for their loss any and all damages sustained by the goods. In cases where the Buyer has leased the premises where the goods are stored, it shall give the owner of the premises prior written notice concerning this retention of title. In the event of non payment of the total price of the invoice, either at the due date stipulated or at the maturity date of any time extension granted, we shall, in addition to our rights to claim the goods concerned automatically and as of right resume full title of the goods delivered. With respect to the defaulting Buyer, the mere presentation by SAFRAN SEATS of the unpaid invoice shall be deemed a resumption of title.

### **6- CLAIMS**

Once a shipment has been received, the Buyer undertakes to immediately perform all necessary checks in view of presenting any claims for improper or defective deliveries. In order to be valid, such claim must be laid down in a written document addressed to our shipment department, within ten (10) days after the date indicative on the waybill or consignment note. We reserve the right to check, during ten (10) days following receipt of such notice, the validity of a claim as well as the goods damaged or presumably affected by any patent defect.

Our liability shall be restricted, as we see fit, either to the replacement within our delivery deadlines and in so far as the goods are available, or to compensatory damages, regardless of the possible consequences ensuing from such deliveries.

In the event that damages in packaging are noted at the time of acceptance of a delivery, the Buyer shall immediately care out the necessary formalities so as to challenge the forwarding agent's liability where appropriate.

The claim to the carrier must be sent to him within 48 hours from the delivery date. A copy of the claim shall be sent to SAFRAN SEATS. For export, the goods travel under the Buyer's costs and liability.

### **7- RETURN OF GOODS**

No goods may be shipped back to us without prior authorization from us in writing. Any unauthorized return shall be made at the Buyer's risk and expense, including storage charges for goods in a warehouse of our choosing, until the settlement of litigation.

### **8- WARRANTY**

Warranty shall be limited to the repairs or replacement of parts. Parts held to be defective shall remain at SAFRAN SEATS's disposal for at least sixty (60) days following the date of the request for implement of warranty. The warranty shall apply only after an examination of the product by SAFRAN SEATS. Are excluded from the warranty any damages, injuries, claims due to a fault of the Buyer in the use or in the maintenance of the product or due to an accident or a malicious intent.

### **9- ARBITRATION**

All disputes arising in connection with the present agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators designated in accordance with the said Rules.

This agreement is governed by the laws of France and the seat of arbitration shall be in Paris, France.

Cash on delivery shipments, and the creation and acceptance of any securing shall not entail any novation or exemption from the arbitration clause which shall be fully effective in the event of credit sales, as stipulated above, with respect to any difficulties concerning the formation or discharge of the pledge or surety.

### **10- ENTIRE AGREEMENT**

In the event of any clause or provision laid down in this agreement is deemed null and void for any reason whatsoever, whether related to public policy or statutory provisions, only that clause or provisions shall be deemed null and void with the agreement remaining valid in all other respects.