



GENERAL TERMS OF SALE

INTRODUCTION

Supplier : SA ETS. ANDRE ZALKIN ET CIE, N° SIREN:702 041 682

Address : 34 Rue des Coudréaux, CS 30018, 92505 Rueil Malmaison cedex

Client: any legal entity

Supply : any sale of machine, equipment or parts, whether or not they meet specific technical specifications or services pertaining thereto.

The Supplier reserves the right to complement these general terms of sale with specific terms that will be mentioned in the designation of its offers, including but not limited to, the deliver to address, the bill to address, payment terms or specific terms related to title reservation.

Placing an order implies for the Client full and unreserved acceptance of these general terms of sale, subject to specific terms.

No new order by a new Client will be accepted by the Supplier before receiving business, technical and financial information.

ARTICLE 1: ORDER

1.1 All quotations prepared by the Supplier are estimations.

1.2 The client's specifications should be provided to the Supplier for the preparation of the final quotation. Failing, the technical specificities applied shall be those of the supplier and shall be implicitly accepted by the Client, notwithstanding any clause to the contrary appearing in the specifications.

1.3 Precise quality standards requested upon the quotation preparation should be provided to the company. Failing, they shall not be included in the specific features of the order.

1.4 Any order placed by the Client shall be accepted by the Supplier by sending an order receipt confirmation with an indication of a final price, the contents of the service and the delivery time.

1.5 All orders shall mention, inter alia, the place of delivery, if it is different from the bill to address, the name of its principals or instruction party if the delivery is to be made to a third party, the VAT identification number for clients based in the EEC.

1.6 The Client should send, within a period of fifteen (15) days as from the Supplier's order receipt confirmation, the technical documents and final samples in adequate amounts. Samples are the empty, non hazardous, non regulated products needed for the necessary tests for the completion of the full technical survey allowing to determine exactly the price of the service and the completion time.

1.7 That technical study shall be used as basis for the completion and manufacturing of the specific products ordered.

1.8 As a rule, the Client agrees to provide the Supplier with any information need for the proper performance of the order as well as all indications regarding the terms of use. In the event of any failure by the client, refer to item 8.7.

ARTICLE 2: ORDER CHANGE OR CANCELLATION

2.1 Any order cancellation or change should be sent by e.mail or in writing to the supplier within an 8 day period after the order receipt confirmation.

2.2 With respect to any terminated Purchase Agreements or order, Purchaser shall be responsible for (i) 30% of the Purchase Price for standard Products, and (ii) in the case of special order Products, all costs reasonably incurred by Seller up to the effective date of termination by Purchaser plus a reasonable margin.

2.3 Any change in, or addition to, the order, shall be the subject of an additional order by the Client, which shall not be accepted by the Supplier before an updated order receipt confirmation is sent back.

ARTICLE 3: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

3.1 All documents provided by the Supplier, such as plans, studies, drawings, sketches, quotations, etc., even if compensated, are and shall remain the property of the Supplier.

3.2 When such documents (plans, studies, drawings, sketches, quotations, ...) have not been followed by an order for respective machine or equipment, they shall be returned to the Supplier.

3.3 The Supplier retains the full intellectual property of the said documents and of the industrial and artistic property rights arising therefrom.

3.4 All documents provided by the Supplier are confidential and the Client, its employees, its agents or business partners agree not to pass them, disclose or reproduce them without a special and written authorisation.

ARTICLE 4: MANUFACTURING TIME

4.1 The manufacturing times are given for informational purposes only, notwithstanding any mention of a specific term shown in the order form.

4.2 The delivery times shall start on receipt of all the necessary information for the completion of the ordered work and provided by the Client in order to complete the technical study.

Necessary information includes but is not limited to technical documents, final samples in adequate amounts, the reservation of title clause signed by the Client, the requested instalment upon order.

4.3 Any change in the initial order, that is formally accepted by the Supplier shall automatically extend the initial delivery time.

ARTICLE 5: DEVELOPMENT

5.1 Any order for bottling machines shall be the subject of development on the premises of the Supplier.

5.2 The Client shall pass on to the Supplier the samples in adequate and necessary amounts to allow to develop the machine.

5.3 Failing the provision by the Client of identical samples to those that will be used in production and needed for the completion and development of the machine, the Supplier declines any responsibility in the event of any difference in performance in relationship to the one defined.

5.4 Any necessary change in the machine to achieve the initially defined performance shall be the Client's responsibility and shall be the subject of an additional clause to the contract.

ARTICLE 6: PROVISION

6.1 The Supplier may place the ordered equipment at the client's disposal at its warehouses, and may inform the client by all means.

6.2 Warehousing and storage costs shall be borne by the Client beyond a period of 10 days as from the provision of the equipment.

6.3 Provision of the equipment at the Supplier's warehouses shall constitute delivery.

ARTICLE 7: PACKAGING

7.1 The packaging method, specific to each order, is indicated in the quotation sent by the Supplier.

7.2 The packaging costs are the Client's responsibility and are charged extra.

ARTICLE 8: DELIVERY

8.1 The delivery is made FCA plant. In the event of a delivery organised by the supplier, the 2010 ICC Incoterms shall apply.

8.2 The client shall mention the place of delivery in the order form.

8.3 The delivery is made in accordance with the provisions of the order form, either through a carrier and the Supplier is free to choose any carrier, or through collection by the client, or through delivery to the airport, or to the loading port.

8.4 Delivery delays shall not justify any order cancellation.

8.5 No penalty may be applied unless it has been formally accepted by the Supplier, and unless the delay is due to it, and unless it caused an actual loss, acknowledge jointly by the parties.

At any rate, no compensation shall exceed 5% of the amount before taxes of the order without transport, services and first emergency parts.

8.6 The settlement for the machines and the equipment shall not be postponed or changed as a result of the application of such penalties.

8.7 The Supplier's responsibility shall not be sought when the delay results :

- a) either from the Client's action including delays in providing information, failure to comply with the settlement terms for the current order or previous orders ;
- b) or from an event that meets the criteria of force majeure or events such as lockout, strike, terrorist action, energy failure, material or part supply shortage, epidemics, war, requisition, fire, flood, tooling accident or transport delays, or strikes in the postal services, or restrictions imposed by the public authorities, or any other cause leading to partial or total unemployment for the Supplier or its own Suppliers.

ARTICLE 9: ACCEPTANCE AND CHECKING

9.1 The carriers shall be solely responsible for any loss, breakage and damage caused to carried machines and equipment.

9.2 In the event of any dispute pertaining to the carriage, the Client's claims shall be written down on the delivery slip and sent to the carrier within 24 hours by registered mail with receipt confirmation.

Failing the Client shall be deemed to have accepted the delivery unreservedly.

9.3 The information to the supplier regarding a lack of compliance in part of the delivered equipment should be sent by registered mail with receipt confirmation within 48 Hours. This does not exempt the client from the duty to pay for any equipment that is not disputed.

9.4 Any return of equipment shall be subject to the Supplier's prior and formal approval. In that event, the equipment shall be returned in its original packaging.

ARTICLE 10: HANDLING AND INSTALLATION: - SET UP — START UP — TRANSFER TO PRODUCTION

10.1 INSTALLATION AT THE CLIENT'S

10.1.1 The unloading and setting up of the machine is the Client's responsibility and should be scheduled before the supplier's start up work.

10.1.2 Installation is understood as the place of unloading on the place of use on the Client's premises and any work carried out prior to the start up of the machine, including all fluid connection (electricity, compressed air...), civil engineering work.

10.1.3 On receipt of the machine by the Client, its maintenance shall be the Client's responsibility and should comply with the instructions given in the owner's manual.

10.2 START UP

10.2.1 The start up should be exclusively made by the technicians or employees of the Supplier.

Failing, the supplier declines any responsibility in the event of any machine disorder of any kind.

10.2.2 Start up shall take place within 30 days as from delivery. Failing, the Supplier declines any responsibility as to the performance of the machine.

10.2.3 The start up is completed at the Client's, including through machine performance tests, a production check and brief training of the personnel operating the machine.

10.2.4 The start up is charged extra to the Client. The services and travelling costs of the Supplier's technicians for the start up are shown in the "After sales and technical personnel work invoicing schedule" document accepted tacitly by the Client, or have been the subject of a formal offer which shall be the subject of an order by the client at least 15 days prior to the start up.

10.3 TRANSFER TO PRODUCTION

10.3.1 The scale up to production of the machine is always the Client's responsibility and shall take place within a maximum period of two months.

10.3.2 The client may ask for assistance by a technician of the Supplier for the production scale up of the machine. That service shall be charged extra to the Client, even in the event of «Start up included» sales.



GENERAL TERMS OF SALE 2/2

ARTICLE 11: PRICES

Offer

11.0 The offers made by the supplier are valid 3 months.

Order

11.1 The price applicable shall be the one applicable on the order placing date.

11.2 The reference price is the one set by the supplier's ARC. Any change in the contract shall be the subject of an additional clause to the order and of a new ARC.

11.3 The prices are given before taxes and for loading at the Montreuil plant (FCA Montreuil l'Argillé) or any other place specified in the contract, packaging is extra, and are payable at the Supplier's headquarters, unless specifically agreed in the order receipt confirmation.

11.4 The prices given may be changed based on tax and customs duties variations.

ARTICLE 12: PAYMENT TERMS

12.1 Unless as otherwise and formally agreed by the parties, the services provided by the Supplier are payables on the following terms :

- regarding settlements for machines:

* 30 % instalment upon order, required for order acceptance,

* 30% instalment upon delivery, and settlement of the whole VAT charged,

* settlement of the 40% balance on 30 day end of invoice date month terms.

- for settlements for spare part and transformations :

After EUR 30 000, 30% instalment upon order, balance on 30 day end of month terms as from the invoice date.

- for settlements for service provisions, settlement 30 days after receipt of the invoice.

12.2 Settlements are to be made by cheque or by transfer, unless otherwise agreed by the parties.

12.3 The settlement shall be payable on the date mentioned in the invoice.

12.4 Any payment made after the deadlines specified in article 12.1 hereof, shall lead to the application of a late payment penalty equivalent to the BCE rate plus 8 points and to a fixed compensation amount, for collection costs, in an amount of EUR 40. When the collection costs incurred exceed the amount of that fixed compensation, additional compensation shall be applied on sight of supporting documents. The penalty shall be payable 8 days after an unsuccessful injunction sent by registered mail with receipt confirmation.

12.5 The settlement shall be considered completed after the full collection of the contractual amount.

ARTICLE 13: EVENT OF DEFAULT

In the event of any failure to pay all or part of an order on term, amounts owed for that order or other orders already delivered or being delivered shall become immediately payable.

As a result, the Supplier reserves the right to suspend the fulfilment of any future order until the full settlement of the amounts owed.

Article 14: PENALTY CLAUSE

Should the Client's failure make legal collection in court necessary, the client agrees to settle, in addition to the principal, to the costs, expenses and fees usually and leally borne by it, a compensation amount set to 15 % of the amount in principal all taxes included of the claim, as contractual and fixed damages, without prejudice to the application of the provisions of article 16.4.

Article 15: LIABILITY

15.1 The Client may not seek the Supplier's liability, including on the ground of lack of performance or safety, if it failed to maintain or use the sold equipment in accordance with the manufacturer's instructions.

15.2 The orders are performed in accordance with standards and customary tolerances. The Client shall not seek the Supplier's responsibility on the ground of any production performance variation lower than the one accepted and mentioned in the order receipt confirmation.

15.3 The Client shall not seek the termination of the sale or the Supplier's responsibility in the event of any change in the specificities or initial technical features taking place between the order placing and the delivery, resulting from the application of a national or community provision (or from the Client's formal request).

The supplier agrees to inform the client of such changes promptly.

Article 16: WARRANTY

16.1 The Supplier guarantees the equipment for 12 months as from the production start (which is deemed to be completed within 2 months following the delivery date) and at the latest for 18 months after the delivery date.

16.2 The Client shall, upon the shipping of the equipment, take all necessary guarantees for the protection of the equipment and take out all necessary and mandatory insurance policies.

16.3 The supplier's warranty shall be limited to the free replacement of parts it finds defective and possible servicing that it deems necessary.

Wear parts are excluded from the warranty.

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Wear parts are excluded from the warranty.

16.4 On the client's request, the supplier shall ship the replacement part and related invoice.

Replaced parts should be returned free of charge and packaging, to the Supplier, in order to inspect them and to determine the reason for such replacement. On receipt of the returned parts and after the warranty applicability has been approved, a credit note will be issued. Otherwise, the invoice for the replacement parts shall remain owed.

16.5 The Client shall immediately report to the Supplier any anomaly, including operation disorders, unusual noises, early wear.

16.6 The Client shall lose the benefit of legal and contractual warranties including in the event of :

- repair or any work carried out by persons foreign to the Supplier or not appointed by it.

- any exchange or installation of parts not complying with the manufacturer's instructions.

- technical changes made to the equipment,

- deterioration or damage to the equipment, resulting, inter alia, from collisions, falls of materials,

fire, vandalism, malevolence, loss, abnormal or abusive use,

- deterioration or accident result from a lack of supervision or maintenance,

- early deterioration owed to wear, leaks or noises not reported to the Supplier early enough,

- the Client's refusal to give the Supplier or its agents access to the equipment, in the framework of maintenance, checking or repair work,

- deterioration or accident resulting from extended equipment downtime.

16.7 The Client shall lose the benefit of the EC compliance statement issued by the Supplier in the event of any change in the equipment or of any replacement of parts leading to changes in the safety conditions.

16.8 The Supplier may suspend the legal or contractual guarantees in the event of any late payment or any failure to pay all or part of the price of the equipment.

16.9 The Client may not claim any compensation in the event of equipment downtime due to the application of the legal and contractual guaranties.

16.10 The warranty for off the shelf parts is limited to 12 months after the delivery.

Article 17: RESERVATION OF TITLE CLAUSE

17.1 All machines and equipments sold by the Supplier shall be delivered and sold subject to the full payment of the price thereof. Any failure to pay, even partially, shall entitle the Supplier, notwithstanding any clause to the contrary, to the right to take back the machines and equipment from the Client's after an injunction sent by registered mail with receipt confirmation. The claim right may be exercised even in the event of court reorganisation or liquidation by the Client

17.2 The machines and equipment shall be returned at the Client's costs and risks.

17.3 The Supplier may unilaterally and immediately have prepared a list of the unpaid machines and equipment held by the Client or its assigns.

17.4 In the event of the exercising of the reservation of title clause, the Client shall owe a compensation amount equal to 30% of the price all taxes included of the equipment to compensate the personalisation and a 3% value compensation amount per holding months, from the delivery to the return. Such compensation shall not be offset with the accounts possibly paid by the client.

17.5 Until the full settlement, the machines or the equipment shall be neither resold nor given as pledge, security or lien without the Supplier's written consent.

17.6 In the event of any action by the Client's creditors, including in case of garnishment of the equipment or of the opening of bankruptcy proceedings, the Client shall immediately inform the Supplier by registered mail with receipt confirmation, as well as the garnishing creditors or the bodies of the proceedings.

17.7 The Client shall bear the costs relating to the measures taken with a view to ending such an action including those pertaining to third party opposition.

Article 18: INVALIDITY OF A CLAUSE

Should one of the clauses of these general terms be invalid or cancelled for any reason, the other clauses shall not be cancelled.

Article 19: WAIVER

The parties waive any other clause, except for the specific clauses of the sales agreement, appearing in any other documents including the General Terms of Purchase of the client.

Article 20: APPLICABLE LAWS

These general terms of sale are governed by French laws excluding its law conflict rules. The Vienna Agreement on the International Contracts for the Sale of Goods shall not apply to the contract.

Any dispute arising from, or related to, the contract, shall first be the subject of an amicable settlement attempt between the supplier and the client. Any dispute not settled amicably within 30 days shall be brought, in French, before the relevant courts of the registered address of the Supplier even in the event of several defendants or of an impleader.

In case of cancellation of order, expenses involved will be invoiced with a minimum amount of 30% of the order value.